7505 S Holden Street
Midvale, UT 84047
801-567-7200
Midvale.Utah.gov

MIDVALE CITY COUNCIL REGULAR MEETING
AGENDA
July 15, 2025

Public Notice Is Hereby Given that the **Midvale City Council** will hold a regular meeting on **July 15, 2025** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

Electronic & In-Person City Council Meeting
This meeting will be held electronically and in-person. **Public comments may be submitted electronically to the City Council at Midvale.Utah.gov/PublicComment by 5:00 p.m. on July 14, 2025.**

The meeting will be broadcast on **You-Tube (Midvale.Utah.gov/YouTube)**

6:00 p.m. – WORKSHOP

- Discussion on a development agreement for 7001 S 900 E Zone Map Amendment ***[Adam Olsen, Community Development Director]***
- Discuss Code Enforcement Timing and Procedures ***[Adam Olsen, Community Development Director]***

7:00 p.m. - REGULAR MEETING

I. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE
B. ROLL CALL
C. Unified Fire Authority Report ***[Chief Nathan Kay]***

II. PUBLIC COMMENTS

Any person wishing to comment on any item not otherwise scheduled for a public hearing on the agenda may address the City Council at this point by stepping to the microphone and giving their name for the record. Comments should be limited to not more than three (3) minutes unless additional time is authorized by the City Council. Citizen groups will be asked to appoint a spokesperson. This is the time and place for any person who wishes to comment on issues not scheduled for public hearing. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council meeting.

III. COUNCIL REPORTS

A. Council Member Bonnie Billings
B. Council Member Paul Glover
C. Council Member Heidi Robinson
D. Council Member Bryant Brown
E. Council Member Denece Mikolash

IV. MAYOR REPORT

A. Mayor Dustin Gettel

V. CITY MANAGER REPORT

A. Matt Dahl

VI. PUBLIC HEARING

A. Public Hearing to Consider Declaring a Portion of Cy's Road as Surplus Real Property and Authorizing the Transfer of the Real Property by Quit Claim Deed with a Reservation of Rights to Sandy ***[Glen Kennedy, Public Works Director]***

ACTION: Approve Resolution No. 2025-R-42 Declaring a Portion of Cy's Road as Surplus Real Property and Authorizing the Transfer of the Real Property by Quit Claim Deed with a Reservation of Rights to Sandy

VII. CONSENT

A. Consider Minutes of June 17, 2025 ***[Rori Andreason, H.R. Director/City Recorder]***

VIII. ACTION ITEMS

A. Consider **Resolution 2025-R-43** Authorizing the Mayor to enter into an Agreement with Beck Construction and Excavation Inc. for the 2025 Roadway and Utility Improvement Project ***[Branden Anderson, City Engineer]***

B. Consider **Resolution No. 2025-R-44** Authorizing the Mayor to Sign a Service Agreement with Naviant, LLC for a Community Development Software ***[Adam Olsen, Community Development Director]***

IX. POSSIBLE CLOSED SESSION

The City Council may, by motion, enter into a Closed Session for:

A. Discussion of the Character, Professional Competence or Physical or Mental Health of an Individual;
B. Strategy sessions to discuss pending or reasonably imminent litigation;
C. Strategy sessions to discuss the purchase, exchange, or lease of real property;
D. Discussion regarding deployment of security personnel, devices, or systems; and
E. Investigative proceedings regarding allegations of criminal misconduct.

X. ADJOURN

In accordance with the Americans with Disabilities Act, Midvale City will make reasonable accommodations for participation in the meeting. Request assistance by contacting the City Recorder at 801-567-7207, providing at least three working days advance notice of the meeting. TTY 711

The agenda was posted in the City Hall Lobby, on the City's website at Midvale.Utah.gov and the State Public Notice Website at pmn.utah.gov. Council Members may participate in the meeting via electronic communications. Council Members' participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.

Date Posted: July 10, 2025

Rori L. Andreason, MMC
H.R. Director/City Recorder

MIDVALE CITY COUNCIL
SUMMARY REPORT

July 15th, 2025

SUBJECT: Public Hearing to consider Resolution No. 2025-R-42, Declaring A Portion of Cy's Road Surplus Real Property and Authorizing the Transfer of the Real Property By Quit Claim Deed with a Reservation of Rights to Sandy City

SUBMITTED BY: Glen Kennedy, Public Works Director

SUMMARY: City Staff have been made aware of a parcel of land located within Sandy City (Sandy) limits that is owned by Midvale City (City) It is presumed that Midvale acquired this parcel when it constructed its water storage tanks in Sandy.

The parcel is approximately 1.32 acres of Cy's Road, which, as already stated, is in Sandy. The property has been assumed to be, and treated as, Public Right of Way (PROW) by Sandy historically – meaning regularly maintained as a normal roadway by Sandy including street signage, plowing, asphalt treatments etc.

The property is of no value to Midvale and is not necessary or contributing to any project needs. In addition, the property is outside of Midvale's boundaries and requires maintenance that could burden the City and its residents financially, Midvale staff have worked with Sandy staff to create a quit claim deed for Midvale to dedicate the property to Sandy as PROW, ridding Midvale of the liabilities associated with ownership.

There is a reservation of rights for Midvale to operate and maintain waterlines that run under Cy's road as they have historically, and do in many other areas of Sandy.

ATTACHMENTS:

Resolution No. 2025-R-42
Quit Claim Deed
Map Showing the Parcel on Cy's Road to be Conveyed

MIDVALE CITY, UTAH

A RESOLUTION DECLARING A PORTION OF CY'S ROAD SURPLUS REAL PROPERTY AND AUTHORIZING THE TRANSFER OF THE REAL PROPERTY BY QUIT CLAIM DEED WITH A RESERVATION OF RIGHTS TO SANDY CITY

WHEREAS, Midvale City is the owner of a certain parcel of real property consisting of approximately 1.32 acres of Cy's Road located within Sandy City; and

WHEREAS, under Utah Code Ann. § 10-8-2 Midvale City may dispose of real property for the benefit of the municipality; and

WHEREAS, Midvale City has determined the same real property as surplus property under Midvale Municipal Code 3.03.020 as the property is no longer necessary to current project needs and is undesirable for retention by the City; and

WHEREAS, the real property is considered a significant parcel of real property per Midvale Municipal Code 3.03.030 as the City has owned the property for more than one year and it exceeds one acre; and

WHEREAS, the real property is a public right of way outside of the Midvale City boundaries which requires maintenance, burdens Midvale City fiscally, does not provide any benefits to City residents or visitors, and has no financial value due to its use as a public right of way; and

WHEREAS, it has been determined that the real property represents a negative value to Midvale City, and it is in the interests of the City and the public to dispose of said real property; and

WHEREAS, Sandy City, a Utah municipal corporation, desires to acquire and maintain the real property for the benefit of its residents; and

WHEREAS, Midvale City is willing to convey and dedicate the real property to Sandy City as a public right of way by quit claim deed and retain ownership of its waterline that runs beneath the real property; and

WHEREAS, the quit claim deed has been reviewed by Midvale City and Sandy City and is attached as Attachment 1; and

WHEREAS, Midvale City has provided notice of a public hearing and provided an opportunity for public comment on disposal of the surplus real property in accordance with Utah Code Ann. § 10-8-2(4) and Midvale Municipal Code 3.03.040.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE, UTAH:

1. Based on the findings provided in the recitals, the Midvale City Council hereby declares the real property, whose legal description is provided in Exhibit A of Attachment 1, as surplus property. The City waterline laying beneath said real property is not declared as surplus property and may not be conveyed.

2. The Midvale City Council authorizes the Mayor to execute and deliver a quit claim deed substantially in the form of Attachment 1 to Sandy City.

3. The Midvale City Council further authorizes the Mayor and City Staff to take any additional actions necessary to convey the real property surplused by this Resolution to Sandy City.

PASSED AND APPROVED this 15th day of July, 2025.

By: _____
Dustin Gettel
Mayor

[SEAL]

Bonnie Billings	Yea ___	Nay ___
Paul Glover	Yea ___	Nay ___
Heidi Robinson	Yea ___	Nay ___
Bryant Brown	Yea ___	Nay ___
Denece Mikolash	Yea ___	Nay ___

ATTEST:

_____
Rori Andreason
City Recorder

WHEN RECORDED, MAIL TO:
Sandy City Recorder's Office
10000 Centennial Parkway
Sandy, Utah 84070

Quit Claim Deed with a Reservation of Rights

Salt Lake County

Tax ID No. 28-05-103-042

MIDVALE CITY, a municipal corporation of the State of Utah, Grantor, at 7505 South Holden Street, Midale, Utah 84047, hereby QUIT CLAIMS, while reserving ownership of Grantor's existing waterline, to **SANDY CITY CORPORATION, a Utah municipal corporation**, Grantee, at 10000 South Centennial Parkway, Sandy, Utah 84070, for the sum of **TEN ($10.00) Dollars**, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

SEE EXHIBIT "A"

The purpose of this Quit Claim Deed is to dedicate and convey the described property to Sandy City for public right of way and utility purposes. The described property shall become a part of Cy's Road, a public street in Sandy City, Utah, provided that Midvale City shall retain ownership to its existing waterline, which runs within the described property.

Continued on Page 2

ACKNOWLEDGEMENT

IN WITNESS WHEREOF, said **MIDVALE CITY, a municipal corporation of the State of Utah**, has caused this instrument to be executed, this _____ day of June, A.D. 2025, by its proper officers thereunto duly authorized.

STATE OF UTAH)
) ss.
COUNT OF SALT LAKE)

Midvale City, a
municipal corporation of the State of Utah

_____
Dustin Gettel, Mayor

On this _____ day of June, in the year 2025, before me personally appeared Dustin Gettel, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he is the Mayor of **MIDVALE CITY, a municipal corporation of the State of Utah**, and that said document was signed by him on behalf of said municipal corporation by Authority of the Utah and Midvale Municipal Codes as evidenced by Resolution No. 2025-R-_____.

_____
Notary Public

Continued on Page 3

EXHIBIT "A"

A parcel of land situate in the Northwest Quarter of Section 5, Township 3 South, Range 1 East, Salt Lake Base & Meridian, in Salt Lake County, State of Utah. The boundaries of said parcel of land are described as follows:

Beginning at the Southwesterly Corner of Lot 69 as shown on COUNTRY ESTATES NO. 4 recorded as Entry No. 2440168 in Book KK at Page 91 in the Office of the Salt Lake County Recorder, said point is 1318.80 feet S.89°59'01"E. along the section line and 1504.79 feet South from the Northwest Corner of said Section 5; and running thence along the southerly boundary line of said COUNTRY ESTATES NO. 4 and it's extension S.76°53'30"E. 565.33 feet to a point in the westerly boundary line of a property described in Quit Claim Deed in favor of CY VILLAGE, LLC recorded as Entry No. 14367729 in Book 11561 at Page 9569 in the Office of the Salt Lake County Recorder; thence along said westerly boundary line S.19°20'20"W. 9.69 feet to the Southwesterly Corner of said described property in favor of CY VILLAGE, LLC; thence along the southerly boundary line of said described property S.76°15'23"E. 172.35 feet to the Southwesterly Corner of a property described in Warranty Deed in favor of SANDY CITY recorded as Entry No. 4284773 in Book 5795 at Page 815 in the Office of the Salt Lake County Recorder; thence along the southerly boundary line of said described property S.76°15'23"E. 173.75 feet to a point in a westerly boundary line of SCHNEITER SUBDIVISION NO. 3 recorded as Entry No. 11526728 in Book 2012P at Page 197 in the Office of the Salt Lake County Recorder; thence along said westerly boundary line S.13°31'42"W. 30.00 feet to a point in the northerly boundary line of property described in Warranty Deed in favor of SANDY CITY recorded as Entry No. 3018535 in Book 4573 at Page 1180 in the Office of the Salt Lake County Recorder; thence along said northerly boundary line N.76°28'18"W. 62.16 feet to the Northwesterly Corner of said described property in favor of SANDY CITY; thence along the westerly boundary line of said described S.13°31'42"W. 30.00 feet to a point on a northerly line of said SCHNEITER SUBDIVISION NO. 3; thence along the northerly boundary line of said SCHNEITER SUBDIVISION NO. 3 N.76°28'18"W. 834.24 feet to the Northwesterly Corner of said SCHNEITER SUBDIVISION NO. 3; thence along the extension of the westerly boundary line of said SCHNEITER SUBDIVISION NO. 3 N.00°02'06"E. 55.72 feet to a point in a southerly boundary line of property described in Warranty Deed in favor of CY MEADOW, LLC recorded as Entry No. 14252129 in Book 11497 at Page 8172 in the Office of the Salt Lake County Recorder; thence along said southerly boundary line S.76°35'41"E. 1.71 feet to the Southeasterly Corner of said described property in favor of CY MEADOW, LLC; thence along the easterly boundary line of said described property N.01°18'30"E. 12.90 feet to the point of beginning.

The above-described parcel of land contains 57,567 square feet or 1.32 acres in area, more or less.

Prepared by: (SSB) Meridian Engineering, Inc. (05/08/2025)

Continued on Page 4

PUBLIC ENTITY AFFIDAVIT

I, Monica Zoltanski, being of legal age and authorized by the ordinances of Sandy City, a municipal corporation, hereafter "Sandy City," being first duly sworn, depose and state as follows:

Sandy City hereby consents to the conveyance of real property by deed to which this affidavit is attached from Midvale City. By signing this Public Entity Affidavit, Sandy City accepts ownership of the real property described in the attached legal description.

Sandy City does not guarantee or provide an opinion as to the proper form or validity of any conveyance document related to the real property described in the attached legal description.

This Public Entity Affidavit is intended only to evidence that Sandy City consents to Midvale City conveying to Sandy City the real property described in the legal description to which this Public Entity Affidavit is attached.

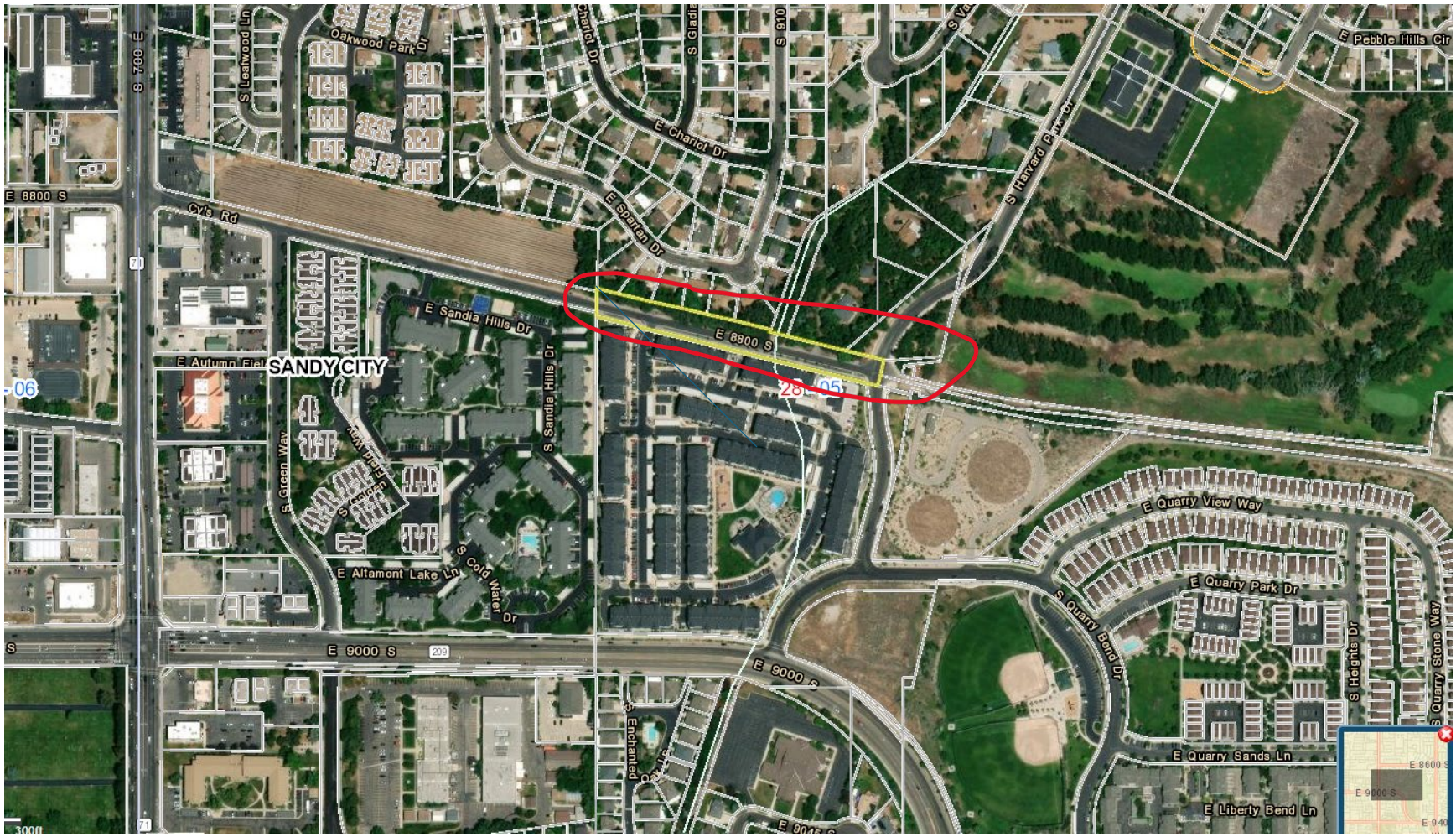
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

Sandy City, a
municipal corporation of the State of Utah

_____
Signature

_____
Print Name and Title

On this _____ day of _____, in the year 20_____, before me personally appeared Monica Zoltanski, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that she is the Mayor of **SANDY CITY, a municipal corporation of the State of Utah**, and that said document was signed by her on behalf of said municipal corporation.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S Cold Water Dr
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E Quarry View Way
E Quarry Park Dr
S Quarry Bend Dr
S Heights Dr
S Quarry Stone Way
E Quarry Sands Ln
E Liberty Bend Ln
S Enchanted Oak Ln
300ft

CITY COUNCIL MEETING
Minutes
Tuesday June 17, 2025

Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Dustin Gettel

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Bonnie Billings
Council Member Denece Mikolash
Council Member Bryant Brown
Council Member Heidi Robinson

STAFF: Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Glen Kennedy, Public Works Director; Nate Rockwood, Assistant City Manager; Mariah Hill, Administrative Services Director; Adam Olsen, Community Development Director; Wendelin Knobloch, Planning Director; Elizabeth Arnold, Senior Planner; Jonathan Anderson, Planner II; Taj Carson, Legal Intern; Laura Magness, Communications Director; Chief Jason Mazuran, UPD; Lt. Ken Malone, UPD; and Matt Pierce, IT Director.

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6:00 p.m. – WORKSHOP

- Discuss Designating Midvale City as A Bolder Way Forward City ***[Mariah Hill, Administrative Services Director]***

Mariah Hill introduced A Bolder Way Forward which was presented at the Utah Women Leading Government conference. Midvale will be the first city to be A Bolder Way Forward partner.

Deborah Lin said Dr. Susan Madsen has decided to focus on Utah. This is a statewide movement, they have coalitions in every county.

PENDING

A BOLDER
WAY FORWARD
FOR UTAH
Introduction
• National and statewide studies continue to show that women and girls in Utah are not thriving in critical areas.
• Year after year, Utah continues to have high levels of domestic violence, sexual assault, child sexual abuse, and gender-based discrimination, while also ranking as the worst state for women's equality and having low levels of women's leadership representation in nearly all domains.
• Although the needle has moved slightly in a few areas, with its current trajectory it will take three to four decades to make notable progress.
• It is time for Utah to embrace **A Bolder Way Forward** (BWF).
When we lift Utah girls and women, we lift all Utahns!

A BOLDER WAY FORWARD FOR UTAH

CITY PARTNER

Bold Change

- If we are serious about ensuring that Utah women and girls thrive, we need to create change by 2030, with a check point in 2026.
- This includes a shift from *outputs* to *outcomes*.
- **Inspiration:** Crutchfield, L. R. (2018). *How Change Happens: Why Some Social Movements Succeed While Others Don't.* Wiley.

MADD

Gay Marriage

NRA

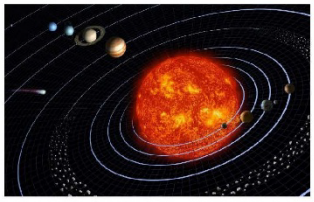
Systems Thinking

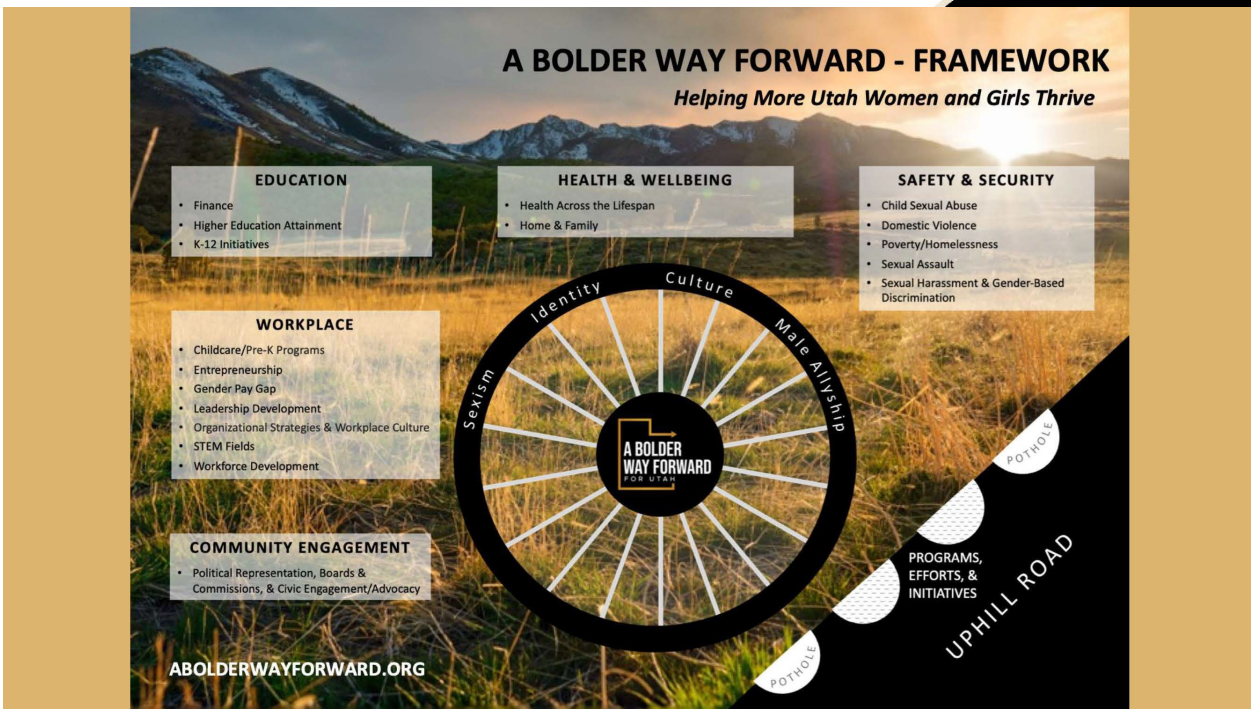
"The whole is greater than the sum of the parts."

Systems are made of interrelated, interdependent parts, but they cannot be understood as a function of isolated components.

The relationships between the parts is critical—this is the key to more boldly advancing a common cause.

We are great at parts—but now we need to move together as a system (networked leadership).





Conclusion

- Utah must do better to ensure everyone thrives.
- Our vision is not to lift girls and women at the expense of boys and men—that is the ***scarcity mentality***. Instead, we believe that there is enough for everyone through cooperation and collaboration—the ***abundance mentality***.
- When we strengthen the impact of Utah girls and women, we can strengthen everyone!

A BOLDER WAY FORWARD FOR UTAH

Backbone Organization

The **Utah Women & Leadership Project** (UWLP) at Utah State University is the *backbone organization* for this movement with a mission of strengthening the impact of Utah girls and women. Areas of focus:

1. Producing relevant, trustworthy, and applicable research;
2. Creating and gathering valuable resources; and
3. Convening trainings and events that inform, inspire, and ignite growth and change for all Utahns.

The **UWLP is housed** with Dr. Susan R. Madsen as part of her faculty research and societal impact work at the Huntsman School of Business within Utah State University (designated as a 501(c)(3)). The primary base of support and coordination for a BWF is the UWLP.

Every society has its protectors of status quo and its fraternities of the indifferent who are notorious for sleeping through revolutions. Today, our very survival depends on our ability to stay awake, to adjust to new ideas, to remain vigilant and to face the challenge of change.

— Martin Luther King Jr.

- Commercial Vehicle Parking Policy ***[Erinn Summers, Project & Policy Manager]***

Erinn Summers discussed a proposed commercial truck parking policy for the city. Most cities have parking policies. Midvale has an overnight parking policy; however, there are some issues during the day that have not been addressed such as visibility, traffic congestion, pedestrian and bicycle traffic safety. Such parked vehicles can impede

sightlines and contribute to the severity of collisions. What defines an oversize truck? 10.16.150 refers to the overnight parking of certain vehicles. The next piece is defining parking. Having an exception of loading and unloading. (Policy Scope and Applicability) Options were discussed and will be discussed at a future council meeting.

Commercial Truck Parking Policy

Background

Midvale City staff drafting policy options to regulate or limit the parking of commercial trucks and semi-trucks, particularly along busy roads and near residential areas.
Concerns have arisen about the safety, visibility, and traffic impacts of trucks parked for extended periods of time on public streets. The goal is to identify enforceable, equitable, and safety-forward options that balance public interest and operational needs.

Tragically, on March 22, a 16-year-old resident of Midvale died after colliding with a semi-truck parked along Fort Union Boulevard, one of Midvale's main throughways. Had the truck not been parked there, the accident might not have been fatal. This event underscores the public safety implications of allowing trucks to park in high-traffic areas—especially where visibility is limited, traffic congestion is common, and pedestrian or bicycle traffic is present. Such parked vehicles can impede sightlines and contribute to the severity of collisions.

Current Practices in Surrounding Cities

Several neighboring jurisdictions in Salt Lake County have implemented commercial vehicle parking restrictions, particularly near residential areas or on public rights-of- way. Common elements include time-based restrictions, weight classifications, exceptions for active loading/unloading, and definitions for commercial/agricultural equipment.

Salt Lake County (11.20.060), Millcreek, Holladay, Magna, White City: Prohibit commercial/agricultural trucks and trailers from parking on public streets adjacent to residential lots or within residential subdivisions for more than 3 consecutive hours.

West Valley City (22-2-116): Prohibits most commercial trailers, farm/construction equipment, and recreational vehicles from being left on public streets at any time unless actively loading/unloading. Commercial vehicles over 14,000 lbs. GVWR are restricted, with a few specific exemptions.

West Jordan (7-4-2): Prohibits truck, trailer, or semi-truck parking on public streets unless actively loading/unloading. Defines "parked" as more than 3 minutes idle.

Salt Lake City (12.56.465): Bans parking of restricted vehicles (defined by type, use, and weight) on city streets except for loading/unloading or along designated truck routes. Prohibits parking of such vehicles in residential zones unless allowed by

conditional use.

Policy Considerations for Midvale City

The Council may wish to consider the following options when giving policy direction:

Policy Scope and Applicability:

- Define truck (which vehicles are parking restricted): You can base the restriction of commercial trucks, trailers, and construction/farm equipment based on gross vehicle weight (e.g., over 10,000 or 14,000 lbs.).
- Define Parking and determine an allowable amount (or completely prohibit): Limit parking duration (e.g., no more than 3 consecutive hours) unless actively loading or unloading.

Location-Specific Restrictions:

- Where will the restrictions exist? Does Midvale want parking restricted citywide.
- If we do not prohibit parking citywide:
    - Midvale can restrict truck parking along major arterials like Fort Union Blvd to improve traffic flow and visibility.
    - Prohibit parking near intersections, crosswalks, or driveways where sight lines are critical.
    - Prohibit parking of these vehicles on public streets adjacent to residential homes or within residential subdivisions.

Exceptions and Accommodations:

- Allow temporary parking for trucks conducting service work (construction, landscaping, moving).
- Consider different rules for commercial zones, depending on business operations and street capacity.
- Clarify exemptions for emergency vehicles, public works, and government-owned equipment.

Enforcement Considerations:

- Policies should be straightforward to enforce with clearly defined time limits and locations.
- UPD has advised that rules based on shorter durations (e.g., one-hour limits) are easier to monitor and enforce, especially compared to nighttime-only restrictions.

- Note, it is preferred to have very short time-frames, as the staffing impact for longer time-frames requires that they chalk and return or that they sit on the parked vehicles.

Next Steps

Staff requires policy direction from the City on the desired scope and enforcement of commercial truck parking regulations. Staff can then return with draft ordinance language that reflects these priorities for future review.

- Direct staff on the desired scope of the change.
  - Identify whether proximity to residential properties should be a defining feature.
  - Identify if time limits is desired, and if so the scope of the time limits.
- Discuss potential exemptions or designated parking zones for local businesses and contractors.
- Direct staff to draft ordinance language for review based on selected option.

Some Options for Council Considerations:

1. **Option A: Full Ban with Exceptions**
   - Prohibit commercial/semi-truck parking on all public streets unless the vehicle is actively loading/unloading.
   - Would apply citywide with minimal exemptions.
     1. Note that state roads will not apply to this rule. Cities who have citywide bans still have parking along state roads.
2. **Option B: Residential Buffer Restriction**
   - Ban truck parking within a certain distance from residential properties or subdivisions.
   - May allow parking in commercial areas or along designated corridors.
3. **Option C: Time-Limited Parking**
   - Permit commercial vehicle parking for a maximum of 3 hours, regardless of zone, with exceptions for active service.
4. **Option D: Hybrid Approach**
   - Combine distance-based residential protections with a short-term citywide parking limit (e.g., 3-hour rule).
   - Offers flexibility while maintaining neighborhood protections.

7:00 p.m. – REGULAR MEETING

Mayor Dustin Gettel called the business meeting to order at 7:06 p.m.

Council Member Bonnie Billings discussed the shootings that took place over the weekend. She was at the No Kings Protest when the shootings happened. As a Council Member she values the times when people show up at meetings and speak their minds about issues that are important to them; that is democracy, and it shouldn't be taken for granted. No one should be concerned about their safety while they attend a public meeting or gathering. She expressed her concern and care about all involved in the weekend violence.

I. GENERAL BUSINESS

A. Welcome and Pledge of Allegiance

B. Roll Call - Council Members Heidi Robinson, Denece Mikolash, Bryant Brown, Bonnie Billings, and Paul Glover were present at roll call.

C. Recognition of Lucia de la Cruz Rodriguez as Teacher of the Year for Canyons School District.

Mayor Gettel asked for a round of applause for Lucia de la Cruz Rodriguez, Teacher of the Year for Canyons School District. He introduced Lucia, she is from Mexico and teaches dual immersion language. She leads by example. He thanked her for all she does for her students and presented her with some Midvale swag.

Council Member Bryant Brown said all three of his daughters look up to her even though only one of them was in her class. He said Lucia is a perfect example of the A Bolder Way Forward coalition that aims to empower women and girls. His mother-in-law is the secretary at the school and really respects and loves Lucia.

Mayor Gettel presented a plant from Cactus and Tropicals and a gift card to The Bambino. He also presented his Mayoral medallion to Lucia.

Lucia de la Cruz Rodriguez thanked everyone. Sher said the recognition meant a lot to her. When she came to the U.S., she never expected to find a community like Midvale where she feels comfortable and loved. Midvale is a place where everyone feels a sense of belonging.

D. Proclamation recognizing Juneteenth as National Independence Day.

Mayor Gettel read the proclamation recognizing Juneteenth as National Independence Day.

II. PUBLIC COMMENTS

Luke Maynes, Community Council Secretary, invited everyone to attend the next Community Council meeting on Wednesday June 25th at 6 pm at the Ruth Tyler Library. They are also working with the Pearl on Main and starting July 7th will be hosting movie

nights there. The first show will be $1 admission and after that residents can donate what they'd like. As a resident, he suggested that the food trucks included a cold option, especially during the hot summer months. He was also at the protest downtown. He said he attended because he sees ICE violating peoples constitutional rights and would love the city take steps to make sure no one has their constitutional rights violated.

Sue Armitage said she notices when the City Council comes to events with kids or family. She appreciates seeing the people she respects and who are involved in the city being involved in the community. She wishes more people would do it as well.

Shanell Hill, Founder and Senior Officer of Standing Against Fear and Exploitation, a 501c4 non-profit in Utah , said she was there to introduce a legislative initiative they would like Midvale City's support by way of a formal letter in favor of the Sex Offender Register Violation Accountability Act. The proposed legislation aims to strengthen penalties for registered sex offenders that violate terms of the registry or terms of supervision, reclassifying those violations from misdemeanors to felonies. It also includes a one-year transitional halfway housing program.

Grant Johnson said he has been in the area for three years. He loves Midvale and thanks the Council for all they do for the community. There is a nuisance property next to his house. This property is closed to occupancy by the health department due to activities including vandalism, drug use, and squatting. He is looking for help from the city. He has contacted the Salt Lake County Health Department, and they told him that the city needs to enforce the code violations. It's been vacant and closed to occupancy for 5-7 years. There are imminent health hazards, and the property attracts criminal activity. He's tried to contact the property owner, but she is unresponsive. He presented a petition with 30 signatures to the Council to have something done with this property.

Matt Dahl asked Adam Olsen to speak with Mr. Johnson outside the meeting about the best course of action.

III. COUNCIL REPORTS

A. Council Member Bonnie Billings – extended congratulations to Ms. Lucia De la Cruz Rodriguez and wished her well in the state competition.

B. Council Member Paul Glover – said he had a lot of people comment on the murals and how much they love them. The mural fest was a success. Mosquitoes are out. If you have mosquitoes in your yard, you can get online at the Mosquito Abatement and order services. They will come out and help.

C. Council Member Heidi Robinson – thanked city staff and all that participated in the mural festival. The murals look fantastic. She said she knows it's scary right now, but don't let that deter you from getting involved and staying involved.

D. Council Member Bryant Brown – also said the mural festival was a success. The Arts Council had an idea to do chalk art. It was a success and looked amazing. He said they got a very talented local artist that participated in the chalk art. He said he appreciates the staff and the community coming together.

E. Council Member Denece Mikolash –said she also volunteered at the mural festival. Staff did an amazing job. She was impressed with the turnout. She was amazed at how many people that were not from Midvale came here to see this. She thanked the fire department for everything they do. She had to use their services, and they were so great.

IV. MAYOR REPORT

A. Mayor Dustin Gettel thanked Council Members Robinson and Billings for their words regarding the shootings that took place. He agreed with Luke Maynes about protecting those that are most vulnerable. The Pearl Presents is our new summer movie event. The Pearl is excited to sponsor an outdoor movie east of state street, which will be later in the summer. Earlier today at the Unified Fire Authority meeting they passed the final budget with no big surprises. The same will take place at the Unified Police Department board meeting on Thursday.

V. CITY MANAGER REPORT

A. Matt Dahl asked Erinn Summers to discuss the Safety and Security Improvement Reimbursement Program.

Erinn Summers said the program is connected to the reimbursement funding that Midvale receives from the state for hosting the shelter. Midvale received enough money for 10 grants and have reimbursed just over 9. She is just waiting on some receipts to complete the 10 grants reimbursed. The total amount of the grant was $200,000. This was a pilot program and has been extremely successful. The improvements made a big difference for the businesses involved. Some unexpected results were more engagement with businesses in the community with many of them taking a proactive approach for more involvement in the community.

Mayor Dustin Gettel expressed his appreciation of the relationships this program has helped create in the community.

Matt discussed having one meeting in July by canceling the July 1st meeting if the Council approved. The Council agreed. The next meeting will be held on July 15th.

VI. PUBLIC HEARING

A. PUBLIC HEARING WITH RESPECT TO (A) THE ISSUANCE OF NOT TO EXCEED $55,000,000 OF SALES AND FRANCHISE TAX REVENUE BONDS AND (B) THE POTENTIAL ECONOMIC IMPACT THAT THE IMPROVEMENTS TO BE FINANCED WITH THE PROCEEDS OF SAID BONDS WILL HAVE ON THE PRIVATE SECTOR.

PENDING

Mariah Hill said on June 3, 2025, the City Council adopted the parameters resolution and related bonding documents for the proposed Sales and Franchise Tax Revenue Bonds. This public hearing provides an opportunity for community members to offer comments on the proposed bonds, which will not exceed $55,000,000. The funds will be used to finance the acquisition of existing park property, as well as the construction and improvement of infrastructure on designated roadways, including the development of a linear park.

FISCAL IMPACT:
The City's sales and franchise tax revenue have been evaluated by both city staff and the city's financial advisors and it has been determined the City has appropriate debt service coverage and debt service reserves.

MOTION: Council Member Paul Glover MOVED to open the public comment section of the hearing. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously

There were no public comments.

MOTION: Council Member Paul Glover MOVED to close the public comment section of the hearing. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously

VII. CONSENT AGENDA

A. CONSIDER MINUTES OF JUNE 3, 2025

MOTION: Council Member Paul Glover MOVED to Approve the Consent Agenda. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

VIII. ACTION ITEMS

PENDING

A. CONSIDER RESOLUTION NO. 2025-R-36 ENCOURAGING AND PROMOTING THE MISSION OF THE STATEWIDE INITIATIVE OF "A BOLDER WAY FORWARD" TO HELP MORE WOMEN, GIRLS, AND FAMILIES THRIVE.

Mariah Hill said A Bolder Way Forward is a statewide initiative that aims to improve the lives of women, girls, and families across Utah. National and statewide studies continue to show that women and girls in Utah are not thriving in critical areas. Year after year, Utah continues to have high levels of domestic violence, sexual assault, child sexual abuse, and gender-based discrimination, while also ranking as the worst state for women's equality and having low levels of women's leadership representation in nearly all domains, including politics and business (https://www.usu.edu/uwlp/a-bolder-way-forward/overview).

To accelerate meaningful progress, A Bolder Way Forward is advancing change across multiple sectors, including through active collaboration with local governments. This resolution affirms Midvale City's formal support for the initiative, acknowledges the persistent challenges faced by women and girls in areas such as health, safety, education, and workplace equity, and highlights the City's proactive efforts to address these issues at the local level. Midvale City will be the first A Bolder Way Forward City in Salt Lake County and the second in the state.

Mayor Dustin Gettel said Midvale had a very strong woman Mayor of Midvale for many years. People still talk about Mayor Seghini and how much she meant to the city. Seven years ago, there were zero women on the council and now there are three women on the council. The City also has a great mix of men and women as senior staff, and a great woman police chief for Midvale City.

Council Member Denece Mikolash said she was very impressed with the presentation, and is grateful to have this come to the city.

Council Member Heidi Robinson agreed.

Council Member Paul Glover said he is glad to have wonderful women on the council.

Mayor Dustin Gettel thanked Mariah Hill for bringing this to the city. He thanked County Council Member Laurie Stringham who was present, in support of A Bolder Way Forward coalition.

MOTION: Council Member Bonnie Billings MOVED to Adopt Resolution No. 2025-R-36 designating Midvale City A Bolder Way Forward City. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**

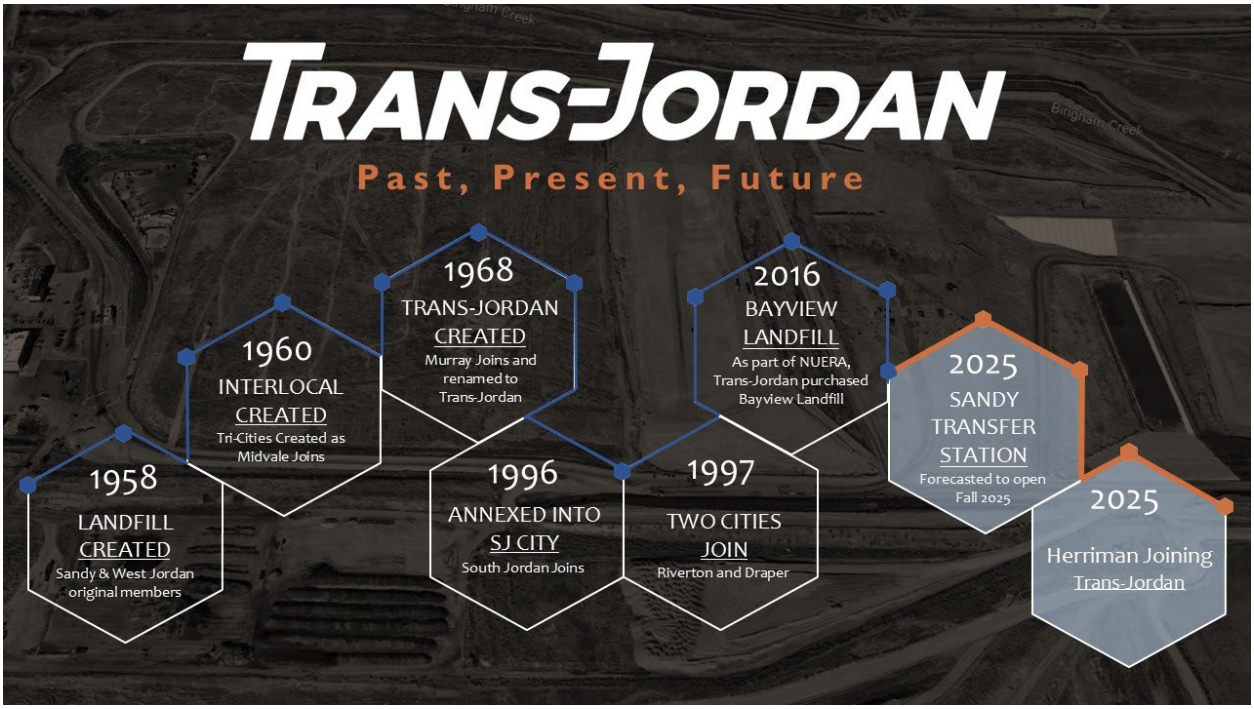
PENDING

Council Member Denece Mikolash Aye
The motion passed unanimously.

B. CONSIDER RESOLUTION NO. 2025-R-37 AUTHORIZING THE APPROVAL OF THE SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT CREATING TRANS-JORDAN CITIES DATED DECEMBER 1, 1995.

Glen Kennedy said Midvale is one of seven city members that make up Trans Jordan Cities which operates a landfill and transfer station to handle member cities solid waste. Herriman City is seeking to become the eighth member city. Herriman City will be required to buy in based on the total amount of what Trans Jordan is valued and will provide economic benefits to the current member Cities by joining. Jaren Scott, Executive Director of Trans Jordan Cities will present on the process for Herriman to become a member, along with information on further benefits to the member cities of their joining.

Jarin Scott, Executive Director of Trans-Jordan Cities, said this is exciting since we have not had a new member since 1997. The addition of Herriman City brings us up to eight cities and makes us a stronger organization. He gave a quick history of the landfill and Trans-Jordan, past, present, and future.


TRANS-JORDAN
Past, Present, Future
1958
LANDFILL CREATED
Sandy & West Jordan original members
1960
INTERLOCAL CREATED
Tri-Cities Created as Midvale Joins
1968
TRANS-JORDAN CREATED
Murray Joins and renamed to Trans-Jordan
1996
ANNEXED INTO SJ CITY
South Jordan Joins
1997
TWO CITIES JOIN
Riverton and Draper
2016
BAYVIEW LANDFILL
As part of NUERA, Trans-Jordan purchased Bayview Landfill
2025
SANDY TRANSFER STATION
Forecasted to open Fall 2025
2025
Herriman Joining Trans-Jordan

Herriman has always taken their solid waste to Trans-Jordan
Never been a member
Recently, Herriman put out an RFP for solid waste Collection and Disposal options
20,000 curbside tons and 14,000 resident visits per year
Started discussing possibility for Trans-Jordan membership
Trans-Jordan Board of Directors unanimous support to move forward
HERRIMAN SOLID WASTE
3

Loss of 20,000 annual (full commercial rate) tons of revenue
Does TJ continue to allow 14,000 annual Herriman resident visits if they are taking their curbside waste somewhere else?
Resident visits are the most costly
Both of the above issues would drive up costs for the member cities and their residents
IF HERRIMAN'S WASTE GOES ELSEWHERE
4

Continue to receive Herriman waste now and in the future
Keeps costs down to ALL members
Economies of scale
Gives Herriman residents a place to take their waste
Both of the above become even more important as Herriman grows
Reduces pollution-Geographically, Herriman is located next to TJ
A close haul reduces carbon output and traffic
An additional city making the total membership 8 strong cities
BENEFITS TO MEMBER CITIES FOR HERRIMAN JOINING
5

- Trans-Jordan valuation of: $44,161,910
- Similar to South Jordan, Riverton and Draper joining, Herriman to pay full commercial tipping rate and the difference between the commercial rate and city rate ($41-$26=$15/ton) is put towards the buy-in amount of $5,520,328 (1/8 of current valuation)
- Herriman also to pay four $100,000 deposits on July 1 of 2026, 2027, 2028, and 2029

AGREEMENT AND STEPS FOR HERRIMAN TO JOIN

6

Herriman City

Estimated Payment Schedule

Year	Payment	Balance	Notes
0	-	5,520,328	
1	300,000	5,220,328	
2	409,000	4,811,328	Payment includes $100,000 installment
3	418,270	4,393,058	Payment includes $100,000 installment
4	427,818	3,965,240	Payment includes $100,000 installment
5	437,782	3,527,458	Payment includes $100,000 installment
6	347,782	3,179,676	
7	358,215	2,821,461	
8	368,962	2,452,499	
9	380,031	2,072,468	
10	391,431	1,681,037	
11	403,174	1,277,863	
12	415,270	862,593	
13	427,728	434,865	
14	434,865	-	Principal sum retired in year 14
15	-	-	

ESTIMATED PAYMENT SCHEDULE

7

CURRENT Seven Member Cities (Owners)
DRAPER CITY
MIDVALE CITY
MURRAY CITY UTAH
RIVERTON UTAH
Sandy
SOUTH JORDAN UTAH
WEST JORDAN UTAH
TJ Formed by an Interlocal Agreement
ALL 7 Current Owner Cities must adopt, by resolution, the SAME Amended and Restated Interlocal Agreement allowing Herriman to join as the 8th City
REQUEST OF THE CURRENT MEMBER CITIES
8

COMMITMENT TO MEMBER CITIES
Low Tipping Fees
Integrated Waste Management
Environmentally Sound
Residential Access
Long Term Disposal
Education & Outreach
9

Council Member Bryant Brown asked what happens once the Sandy transfer station is full.

Jarin Scott explained that eastern cities will use the Sandy facility, the western cities will use the Trans-Jordan facility. They are planning to build a larger facility in South Jordan and limit the size of the vehicles that can use the Sandy facility. Herriman being a member will help pay for the new facility.

Mayor Dustin Gettel asked how Herriman City using the facility will speed up the timeline of the end of life of the landfill.

Jarin Scott said Herriman City has been added to the calculation, it only affects about 3-4 months. There is about seven years before the landfill is full. We own the largest landfill space and have over one hundred years left there.

Kane Loader said Utah has the lowest tipping fees across the country. The rates are low because the landfill is managed by municipal government and not the private sector. He thanked the council for allowing him to stay on the board an additional three years so he could see the transfer station through to completion.

MOTION: Council Member Bryant Brown MOVED to Suspend the Rules and Adopt Resolution No. 2025-R-37 Authorizing the Mayor to sign a Second Amended and Restated Interlocal Agreement allowing Herriman City to become a member of Trans-Jordan Cities. The motion was SECONDED by Council Member Paul Glover. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

C. CONSIDER ORDINANCE NO. 2025-O-11 APPROVING A ZONING CODE TEXT AMENDMENT TO AMEND SECTIONS 17-7-10.12.1 AND 17-7-10.12.5 OF THE MIDVALE CITY MUNICIPAL CODE TO REPLACE FIGURES 1 AND 2 IN THE JORDAN BLUFFS SUBAREAS 1-3 DEVELOPMENT ZONE.

Jonathan Anderson said this amendment is driven by changes to the concept plan by The Gardner Group for the Jordan Bluffs Development Area. The new figures reflect updates to the organization of the development pods, public road layouts, and the actual location and size of the 15 acre public park area (See Attachment 1).

Public notice has been sent to affected entities as required in 17-3-9.B of the Municipal Code. No comments have been received as of the writing of this report.

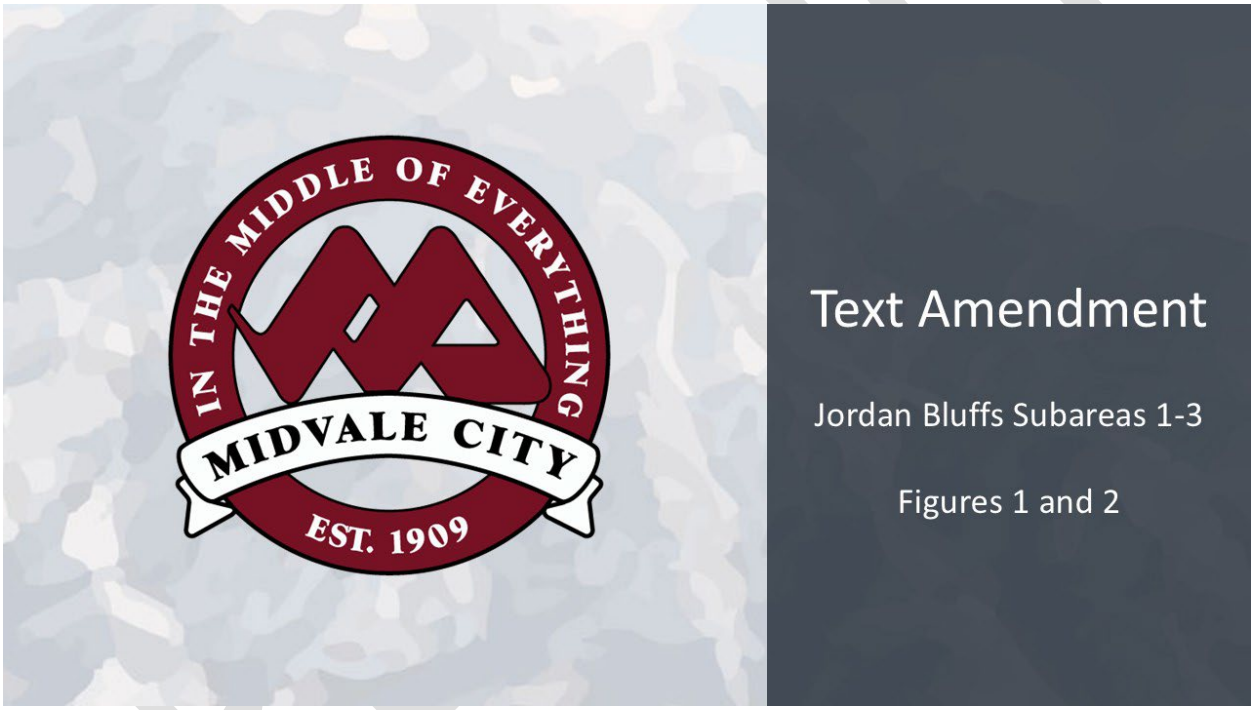
A public hearing was held during the June 3, 2025 City Council Meeting with members of the public making comments.
-AMENDMENTS TO THE ZONING CODE OR MAP-

Midvale City Code 17-3-1(F) outlines the criteria necessary for amendments to the zoning code. A proposal may only be approved if it demonstrates one or more of the

following:

1. The proposed amendment promotes the objectives of the general plan and purposes of this title;
2. The proposed amendment promotes the purposes outlined in Utah State Code 10-9a-102;
3. The proposed amendment more clearly explains the intent of the original language or has been amended to make interpretation more straightforward; or
4. Existing zoning code was the result of a clerical error or a mistake of fact.

Staff finds that this proposal meets the first criteria listed above as the figures are tied to the associated Master Development Agreement and Plan for the Jordan Bluffs Area identified in the 2016 General Plan as a major redevelopment area in the City.



Text Amendment Criteria

Midvale Municipal Code 17-3-1(F)

1. The proposed amendment promotes the objectives of the general plan and purposes of this title;

2. The proposed amendment promotes the purposes outlined in Utah State Code 10-9a-102;

3. The proposed amendment more clearly explains the intent of the original language or has been amended to make interpretation more straightforward; or

4. Existing zoning code was the result of a clerical error or a mistake of fact.

Figure 1

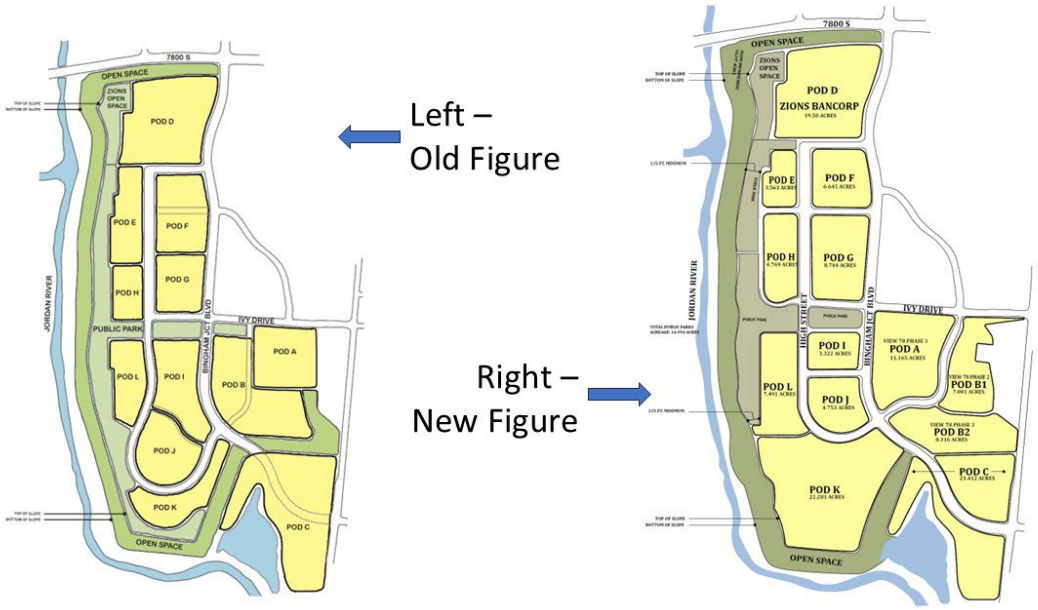
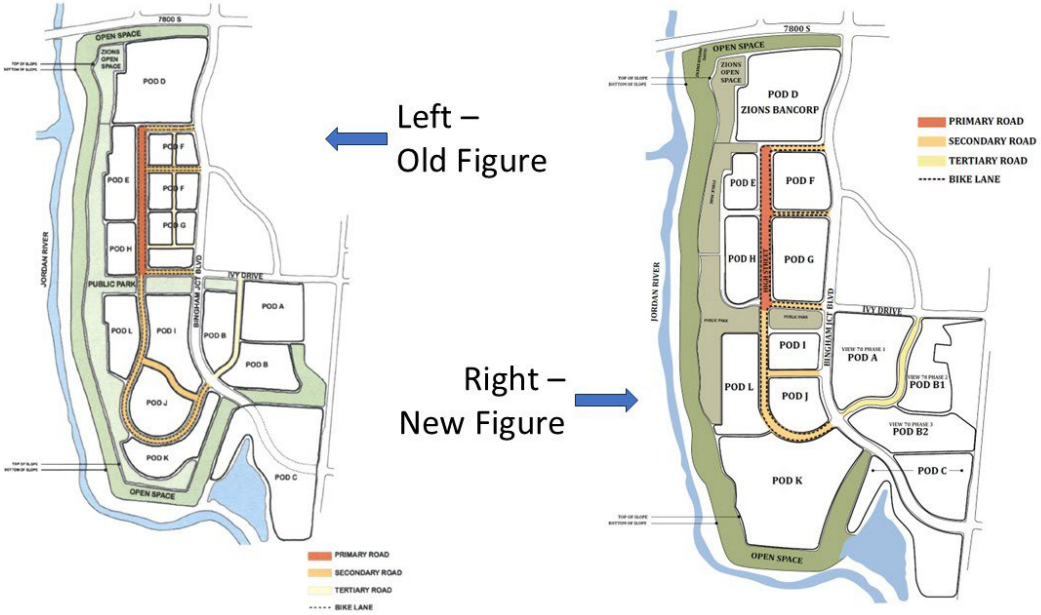


Figure 2



Dave Dennison, Gardner Group, said he appreciates working the details out and is excited to get this portion done so they can get to work on the master plan.

MOTION: **Council Member Heidi Robinson MOVED to Approve Ordinance No. 2025-O-11 Amending Sections 17-7-10.12.1 and 17-7-10.12.5 of the Midvale City Municipal Code as provided in the attachments, with the finding noted in the staff report. The motion was SECONDED by Council Member Bonnie Billings. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:**

Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

D. CONSIDER RESOLUTION NO. 2025-R-38 APPROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE AARON BY SIGNATURE.

Elizabeth Arnold said a development agreement for The Aaron by Signature was originally approved March 18, 2025. The First Amendment to the Development Agreement for the Aaron by Signature proposes to change the agreement language from requiring a condominium plat to a homeowners' association plat. The implication of this change is that the development is not classified as a condominium anymore even though it retains its characteristics as a community that is made up of owners of their

dwelling units. In the developer's perspective, this change makes the development process more efficient.

MOTION: Council Member Bonnie Billings MOVED to Approve Resolution No. 2025-R-38 Approving the First Amendment to the Development Agreement for The Aaron by Signature. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

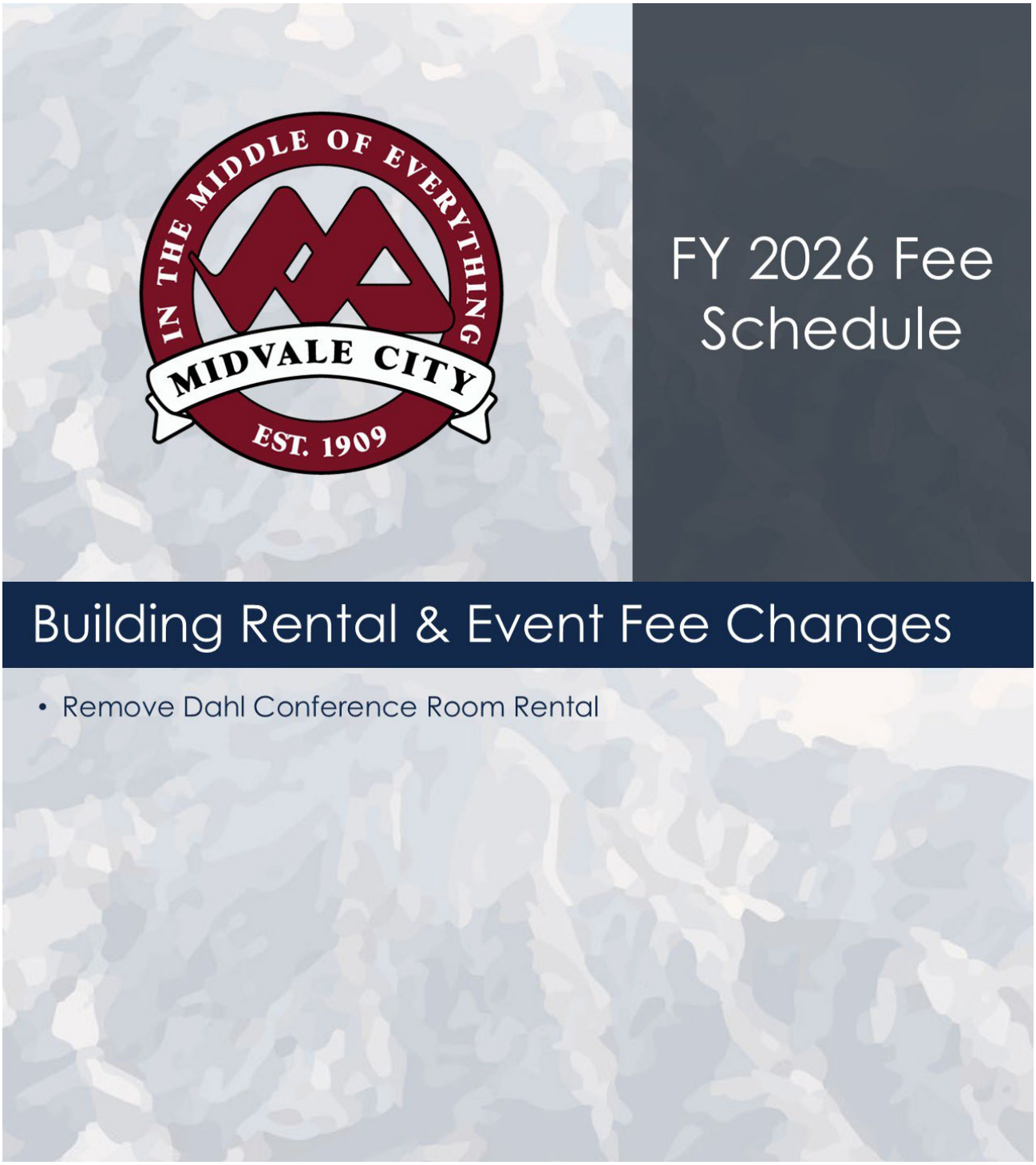
E. CONSIDER RESOLUTION NO. 2025-R-39 ADOPTING THE FY2026 MIDVALE CITY MUNICIPAL FEE SCHEDULE & UTILITY RATES.

Mariah Hill said as a part of the budget process, staff reviews and updates the municipal fee schedule to ensure the City is collecting the appropriate amount in fees. Municipal fees must reflect the actual cost of services provided by the City. Notable changes in this fee schedule are the planned water and sewer rate increases, as well as minor changes to planning, hydrant meter rental, and sanitation fees. A public hearing for these changes was held on June 3, 2025. The FY2026 Fee Schedule will be posted on the Midvale City website upon approval.

FISCAL IMPACT

The proposed fees reflect the actual cost of providing specific services to Midvale City residents, businesses, and other patrons. Fees charged are sufficient to provide revenue necessary to operate the City's Enterprise Funds and cover certain costs incurred by the General Fund for Fiscal Year 2026.

PENDING


IN THE MIDDLE OF EVERYTHING
MIDVALE CITY
EST. 1909
FY 2026 Fee Schedule
Building Rental & Event Fee Changes
• Remove Dahl Conference Room Rental

Community Development Fee Changes

- Remove MPD Preliminary and Final Fees
- Adjust small and large scale master plan fees
- Remove administrative conditional use fee for chickens and apiaries
- Remove preliminary site plan fee
- Add development review committee fee
- Add noticing fee per address

Utility Rate Changes

WATER

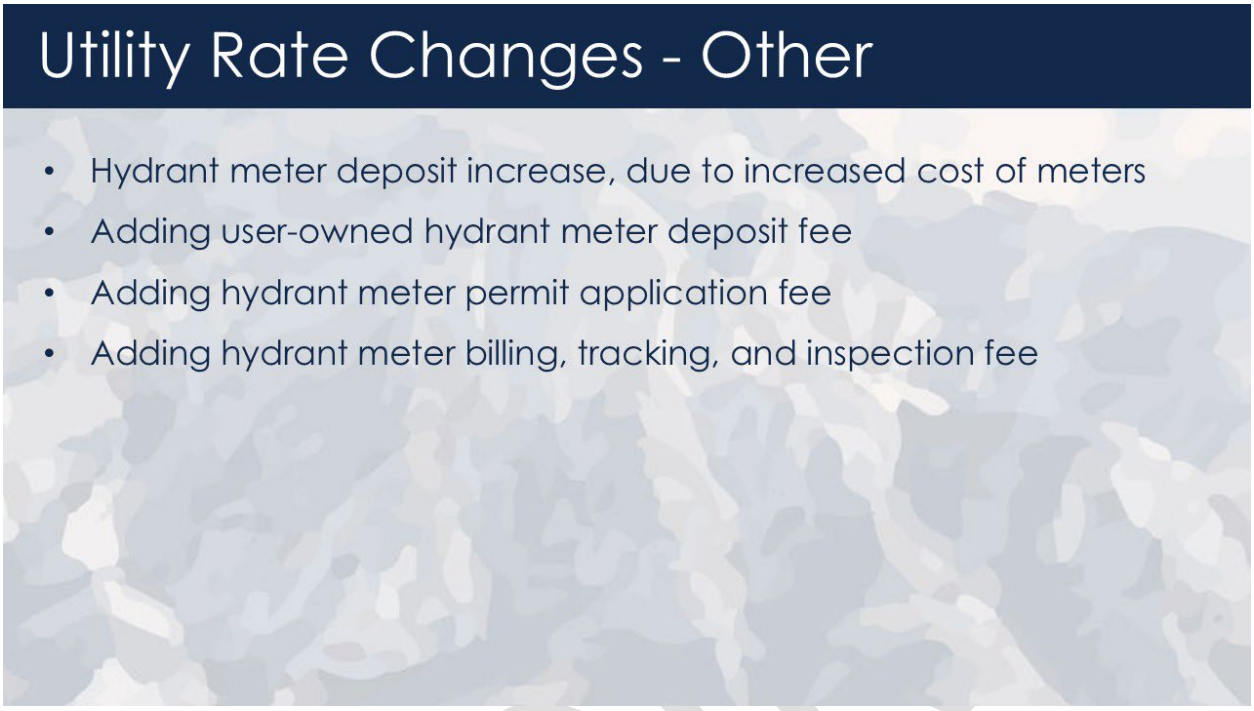
- Updated per Resolution 2021-R-31 and the Water CFSP to help fund capital projects and bond payments
- Base Rates in Area 1, 2, & 3 increased approximately 8%
- Consumption charges increase approximately 8%
- All areas now have the same rates

SEWER

- Updated per Resolution 2021-R-31 and the Sewer CFSP to help fund capital projects and bond payments
- Base Rates increased approximately 8%
- Consumption charges increased approximately 8%

SANITATION

- Garbage and recycling increasing 2% respectively
- Include $75 Can Replacement Fee*



MOTION: **Council Member Heidi Robinson MOVED to Adopt Resolution No. 2025-R-39 Adopting the Fiscal Year 2026 Midvale City Municipal Fee Schedule and Utility Rates. The motion was SECONDED by Council Member Paul Glover. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:**

Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

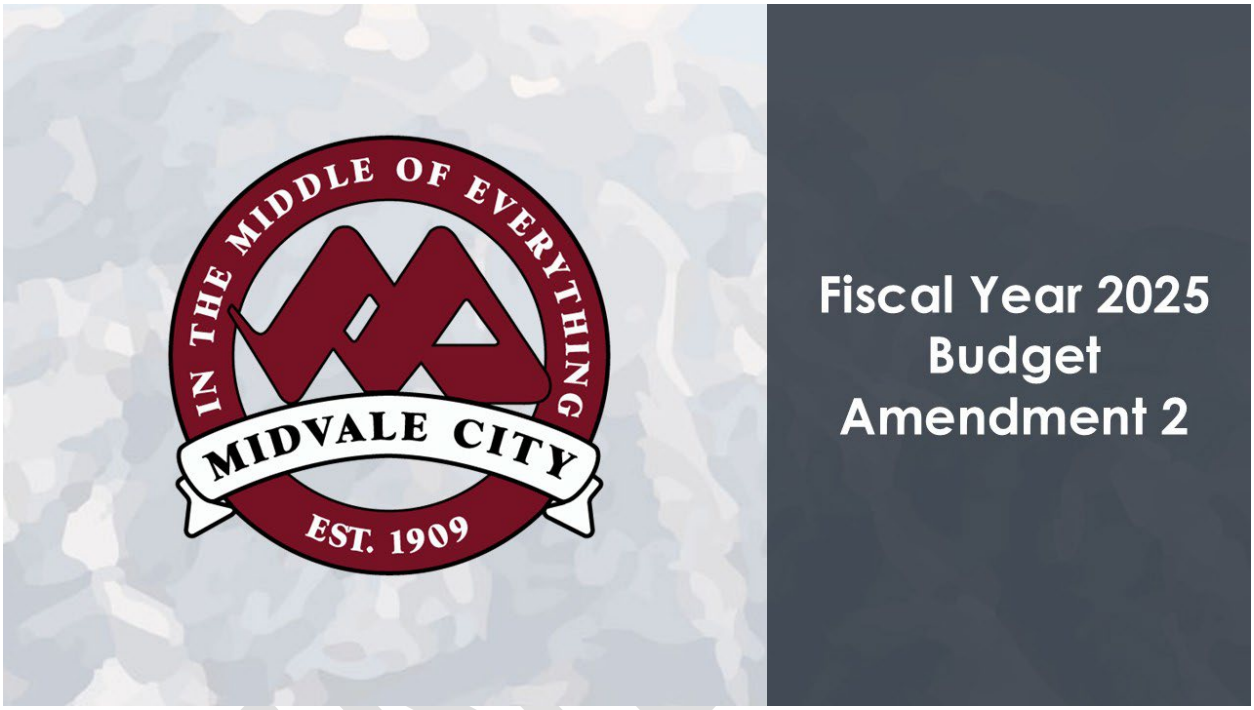
F. CONSIDER RESOLUTION NO. 2025-R-40 APPROVING BUDGET AMENDMENTS TO THE FY2025 GENERAL FUND AND OTHER FUNDS AS NECESSARY.

Mariah Hill said staff recommends adjustments to both General Fund revenues and expenditures in the amount of $156,500, as outlined in the attached document. A summary of the proposed adjustments is provided below:

- **Information Technology – $48,000 –** Unexpected one-time expenses
- **Recorder – $7,000 –** 2025 Municipal Election
- **City Attorney – $75,000 –** Litigation Expenses
- **Harvest Days – $20,500 –** August 2025 Harvest Days
- **Public Safety – $6,000** – Contract Increase

FISCAL IMPACT:
General Fund – Increase in budgeted revenues and expenditures of $156,500.

Mariah said one change to include $12,000 increase for harvest days float.



PEN

Midvale City Proposed Budget Amendment				
General Ledger Account Description	FY25 Adopted Budget	Proposed Change	FY25 Proposed Amended Budget	Description
General Fund				
Revenues				
Use of Fund Balance	(3,514,952)	(168,500)	(3,683,452)	Increased use of fund balance
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS - GENERAL FUND	$ (3,514,952)	$ (168,500)	$ (3,683,452)	
Expenditures				
Information Technology - Computer Equipment	15,000	2,000	17,000	Failed Switch Replacement
Information Technology - Software Support	204,480	46,000	250,480	One-Time Unexpected Expenses
Recorder - Election Supplies	500	7,000	7,500	2025 Election
City Attorney - Professional Services	100,000	75,000	175,000	Litigation Expenses
Harvest Days - Equipment	12,000	2,000	14,000	2025 Harvest Days
Harvest Days - Entertainment	21,000	10,000	31,000	2025 Harvest Days
Harvest Days - Parade	5,000	6,000	11,000	2025 Harvest Days
Harvest Days - Other Activies	5,500	2,500	8,000	2025 Harvest Days
Harvest Days - Float	-	12,000	12,000	
Public Safety - Animal Control Contract	406,618	6,000	412,618	Contractual Increase
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - GENERAL FUND	$ 770,098	$ 168,500	$ 938,598	

MOTION: Council Member Heidi Robinson MOVED to Adopt Resolution No. 2025-R-40 Amending the Fiscal Year 2025 for the General Fund as Presented. The motion was SECONDED by Council Member Paul Glover. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings Aye
Council Member Paul Glover Aye
Council Member Heidi Robinson Aye
Council Member Bryant Brown Aye
Council Member Denece Mikolash Aye

The motion passed unanimously.

G. CONSIDER RESOLUTION NO. 2025-R-41 ADOPTING THE CERTIFIED PROPERTY TAX RATE OF MIDVALE CITY FOR CALENDAR YEAR 2025 AND LEVYING MIDVALE PROPERTY TAXES UPON ALL REAL AND PERSONAL PROPERTY WITHIN THE CORPORATE BOUNDARIES OF MIDVALE CITY, UTAH FOR GENERAL OPERATIONS.

Mariah Hill said as part of the annual budget approval process, the City must either propose a new property tax rate or adopt the Certified Tax Rate calculated by the Salt

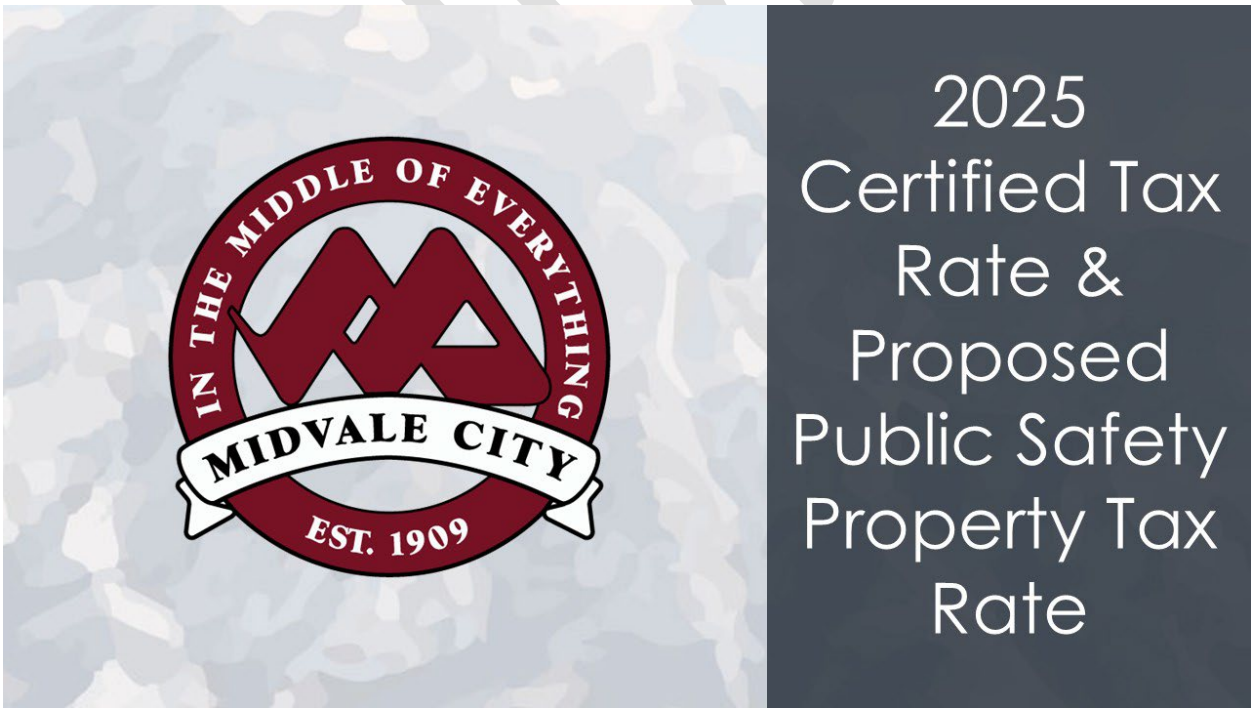
Lake County Auditor. This rate is based on updated 2025 assessed property values in Midvale and is designed to generate the same amount of revenue as the previous year, with adjustments for new growth.

For 2025, Midvale City's Certified Tax Rate for general operations is 0.000918. If the City chooses to adopt this rate, it must do so by June 22.

City staff recommend that the City Council adopt the 2025 Certified Tax Rate as set by the County Auditor for general operations. In addition, staff is proposing a separate public safety property tax, which would fund public safety services. This tax will be introduced through a separate ordinance and will initiate the truth-in-taxation process.

Once the City enters the truth-in-taxation process, the final budget must be adopted by September 1 and submitted to the State Auditor within 30 days. Until then, the City will operate under the tentative budget. The final budget, including the proposed public safety property tax, will be adopted following the truth-in-taxation hearing scheduled for August 19, 2025.

FISCAL IMPACT:
The certified tax rate will generate $3,468,094, which includes $3,507 in new growth from the FY2025 budgeted property tax revenue.



FY2026 Budget Timeline

FY2026 Budget

- No significant changes from tentative budget
- Summary of Changes:
  - Decrease in Homeless Mitigation Funding
  - Certified Tax Rate
  - 3% COLA -> 2.4% COLA (May Western CPI)
  - Actual Insurance Costs (Property, Vehicle, Workers Comp., etc.)
  - Increase in UPD Budget
- Final Budget will include updated revenue projections
- Any truth-in-taxation pushed deadline for adoption of Final Budget to September 1

2025 Tax Year Information

- Total Taxable Value - $3,766,993,293
- Eligible New Growth Value - $10,887,034
- Average Midvale Residential Value - $492,000 (4.5% Increase)
- Average Taxable Residential Value (55%) - $270,600

Certified Tax Rate

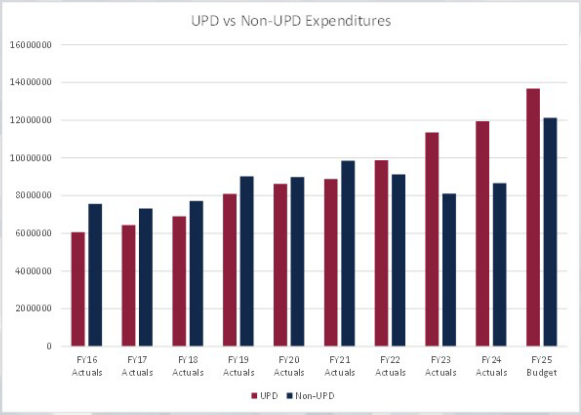
- Calendar/Tax Year 2025
- Midvale City Property Taxes for General Operations
- Certified Tax Rate - .000918
- FY2026 Property Tax Revenue - $3,468,094
- New Growth - $9,994
- No change on the Average Residential Value - $248.41 annually

Public Safety Special Revenue Fund

- Proposing creation of the Public Safety Special Revenue Fund in FY2026 to house all public safety related revenues & expenses
- In FY26 it will be funded by a transfer from the General Fund and a proposed new Midvale Public Safety Property Tax
- Expenditures will include Animal Control Contract, UFA Emergency Manager Contract, UPD, and minimal miscellaneous
- UPD Increases: 3.44% Increase ($445K) in Tentative, 3.46% Increase currently ($473K)

Public Safety Service Fund	Actual FY2023	Actual FY2024	Amended FY2025	Final FY2026	Difference	Percent Change
Revenues:						
Property Tax	-	-	-	940,561	940,561	0.0%
Interest Revenue	-	-	-	-	-	0.0%
Transfer From General Fund	-	-	-	13,695,603	13,695,603	0.0%
TOTAL REVENUES	**-**	**-**	**-**	**14,636,164**	**14,636,164**	0.0%
Expenditures:						
Information Technology Equipment (Interfund)	1,488	2,113	1,893	1,837	(56)	-3.0%
Professional Services	50,618	-	58,457	61,380	2,923	5.0%
Unified Police Department Contract	11,351,484	11,951,605	13,676,984	14,150,127	473,143	3.5%
Animal Control Contract	312,197	342,578	406,618	422,820	16,202	4.0%
Miscellaneous Supplies	-	19,340	300	-	(300)	-100.0%
Miscellaneous Services	74,514	-	-	-	-	0.0%
Total Operating	**11,790,301**	**12,315,636**	**14,144,252**	**14,636,164**	**491,912**	**3.5%**
TOTAL EXPENDITURES	**$ 11,790,301**	**$ 12,315,636**	**$ 14,144,252**	**$ 14,636,164**	**$ 491,912**	**3.5%**

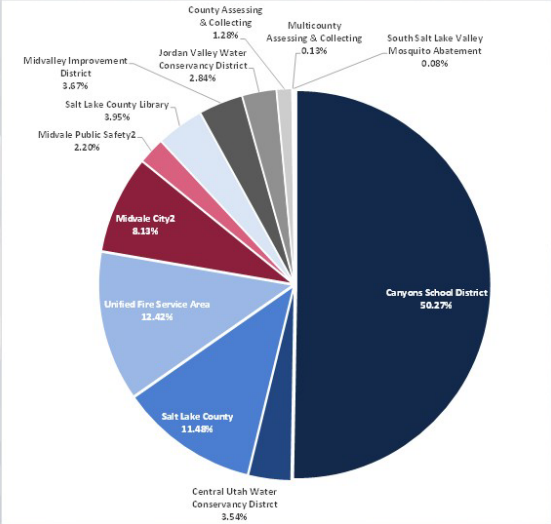
Proposed Public Safety Property Tax



10-Year Increases: UPD 97%, Non-UPD 14.5%

- Public Safety increases are straining general fund revenue sources.
- Property tax increases have been and may continue to be needed to maintain service levels and fund UPD increases.
- City's can levy a property tax by ordinance for a specified service – Utah Code 10-6-133.4, which will allow tax increases to be public safety specific.
- Revenues will go into a special fund and must be used only for that service.
- Truth-in-Taxation applies; staff must ensure proper wording, notice, and public education
- If the Public Safety Property Tax is not adopted after Truth-in-Taxation, General Fund cuts will be required

Proposed Public Safety Property Tax



Taxing Entity	2024 Tax Rate	Dollar Amount of Taxes[1]
Canyons School District	0.005677	$1,536.20
Central Utah Water Conservancy Distrct	0.000400	$108.24
Salt Lake County	0.001297	$350.97
Unified Fire Service Area	0.001403	$379.65
Midvale City[2]	0.000918	$248.41
Midvale Public Safety[2]	0.000249	$67.38
Salt Lake County Library	0.000446	$120.69
Midvalley Improvement District	0.000414	$112.03
Jordan Valley Water Conservancy District	0.000321	$86.86
County Assessing & Collecting	0.000144	$38.97
Multicounty Assessing & Collecting	0.000015	$4.06
South Salt Lake Valley Mosquito Abatement	0.000009	$2.44
TOTAL	0.011293	$3,055.89

1 Based of 2025 Average Residential Value
2 Proposed 2025 Tax Rates

- Tentative Budget includes $940,561
  - FY26 UPD increase
  - 3% of FY25 UPD Budget
- Proposed $67.38 annually on 2025 Average Residential Value of $492,000

Property Tax Overview

2023 Tax Rates	
Salt Lake City	0.003012
West Valley City	0.002758
Murray City	0.001513
West Jordan City	0.001499
Millcreek City	0.001431
South Jordan City	0.001425
Cottonwood Heights	0.001422
Holladay City	0.001322
Bluffdale City	0.001236
Sandy City	0.001057
Draper City	0.000896
Midvale City	0.000892
Taylorsville City	0.000731
Herriman City	0.000194

2024 Tax Rates (CTR &TNT)	
Salt Lake City*	***0.002755***
West Valley City*	***0.002586***
Murray City	0.001722
West Valley City*	***0.001428***
South Jordan City	0.001367
Cottonwood Heights	0.001357
Millcreek City	0.001344
Holladay City	0.001249
Draper City*	***0.001022***
Sandy City	0.000988
Midvale City*	***0.000948***
Bluffdale City	0.000923
Taylorsville City	***0.000851***
Herriman City	0.000187

*Cities proposing to move into Truth-inTaxation as of 6/18/2024

Truth in Taxation Process

- June 17th – City consider adopting proposed tax rate.
- Newspaper Publication Notice of Public Hearings (Tentative)
  - Combined Salt Lake County Notice (Usually 2)
    - Deseret News & Salt Lake Tribune – End of July/Early August
  - Midvale City Notice
    - Salt Lake Tribune – August 10
- Ads will also placed on multiple websites (Public Notice website, Utahlegals.com, etc.)
- Public hearing agenda only addresses tax increase, budget, and FY26 pay plan.
- Public hearing prior to adoption of tax rate – August 19 at 6PM

Public Notice & Communication

- Public Notice
  - Code specific wording – Some changes allowed by State Tax Commission
  - Amount increase on average resident and business
  - Percent increase in overall budget – challenge
  - Public hearing information
- Communication Plan
  - Finalize notice wording
  - Make plan consistent with wording

MOTION: **Council Member Heidi Robinson MOVED to Adopt Resolution No. 2025-R-41 Adopting the Certified Property Tax Rate of Midvale City for Calendar Year 2025 and Levying Midvale Property Taxes upon All Real and Personal Property within the Corporate Boundaries of Midvale City, Utah for General Operations. The motion was SECONDED by Council Member Paul Glover. Mayor Gettel called for**

discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

H. CONSIDER ORDINANCE NO. 2025-O-12 PROPOSING LEVYING A MIDVALE CITY PUBLIC SAFETY PROPERTY TAX FOR CALENDAR YEAR 2025.

Mariah Hill said as part of the annual budget approval process, the City must either propose a new property tax rate or adopt the Certified Tax Rate calculated by the Salt Lake County Auditor. For 2025, City staff recommends that the City Council adopt the Certified Tax Rate for general operations as provided by the Auditor (Resolution 2025-R-41).

In addition, staff is proposing that the City Council levy a new property tax specifically for public safety services, as authorized under Utah State Code §10-6-133.4. The proposed Midvale City Public Safety Property Tax rate is 0.000249, which is projected to generate approximately $940,561 in new property tax revenue. These funds will be allocated to a special revenue fund and used exclusively for public safety-related expenses.

The largest portion of the City's public safety budget is dedicated to law enforcement services provided by the Unified Police Department (UPD). For Fiscal Year 2026, the cost of these services is projected at $14,150,127. The proposed public safety tax will cover the FY2026 cost increase from UPD ($473,143 or 3.46%) and an additional 3% of the prior year's cost ($467,418). The remaining public safety expenses will be funded through a transfer from the City's General Fund.

Based on the 2025 average residential home value in Midvale of $492,000—with a taxable value of $270,600—the proposed public safety tax would increase the average annual property tax bill by approximately $67.38.

The implementation of the Midvale City Public Safety Property Tax will initiate the truth-in-taxation process, which includes multiple public notices and a public hearing before the final tax rate and budget are adopted. The public hearing is scheduled for August 19, 2025, at 6:00 p.m. at Midvale City Hall.

FISCAL IMPACT:
The proposed Midvale City Public Safety property tax will generate $940,561 in new property tax revenue and will fund a portion of the City's public safety service costs.

PENDING

Council Member Denece Mikolash thanked Mariah Hill for explaining this property tax so clearly and understandable.

Mayor Dustin Gettel asked what percentage of the public safety property tax is UPD exclusively.

Mariah Hill said the UPD percentage is about 97% of the total percentage that includes UFA and Animal Services.

MOTION: Council Member Bonnie Billings MOVED to Adopt Ordinance No. 2025-O-12 Proposing Levying a Midvale City Public Safety Property Tax for Calendar Year 2025. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

IX. DISCUSSION ITEMS

A. DISCUSS CRIMINAL PENALTIES IN MIDVALE MUNICIPAL CODE.

Garrett Wilcox introduced Taj Carson. He is a 3L student at BYU, he is receiving school credit in exchange for his service to Midvale City. His goal is to become a prosecutor.

Taj Carson said since Midvale's incorporation in 1909, the City's municipal code has been continuously amended. As a result, the criminal penalties within the Midvale Municipal Code can be confusing and inconsistent. Staff would like to discuss potential solutions with the City Council to make the City Code more accessible.

General Penalty

The Midvale City Code includes a general penalty provision in section 1.01.070. Currently, a portion of the section states, "Whenever, in this code or in any other ordinance of the city, any act is prohibited or is made or declared to be unlawful or an offense, or the doing of any act is required, or the failure to do any act is declared to be unlawful or a misdemeanor, where no specific penalty is provided therefor, the violation of any such provision of this code or any other ordinance of the city shall be punished as a Class B misdemeanor." Staff would like to discuss with the City Council whether the default penalty should be a class B misdemeanor. Additionally, staff would like to discuss whether the language used in this section should be simplified to make it more accessible to the general public.

Location of Penalty Section

Many chapters of the Midvale Municipal Code have penalty sections. These sections

can come at the beginning, end, or somewhere in the middle of the chapter. This can be confusing for a member of the public to research the penalty for a violation. Staff would like the direction of the City Council on whether the location of the penalty section should be standardized in each chapter.

Redundancy with State Violations
Midvale City has identified a number of criminal offenses in Title 9 of the Midvale Municipal Code. Many of these offenses are also identified and prohibited under state law. Utah law limits the maximum punishment of city ordinances to class B misdemeanors. Several city ordinances punish offenses at a lower level than state statutes. Staff would like to discuss with the City Council whether these ordinances should be removed to avoid redundancy.

Reclassification of Offenses
Certain offenses, such as having weeds or grass that exceeds six inches tall, are currently classified as a class B misdemeanor. A class B misdemeanor is punishable by up to six months in jail and up to $1,000 fine. Staff would like to discuss with the City Council the appropriate classifications of City violations and discuss guiding principles as staff classify current and future violations.

Repeat Offender Provision
The City Code does not currently punish repeat offenders. All offenses are treated the same under the City Code. Staff would like City Council direction on whether it should consider adopting an ordinance that makes repeat offenders of minor violations subject to more severe criminal penalties.

PENDING

Discuss Criminal Penalties in the Midvale Municipal Code

Taj Carson
Legal Department Intern
Presented June 17, 2024

Agenda

1. General Penalty
2. Location of Penalty Section
3. Redundancy with State Violations
4. Reclassification of Offenses
5. Repeat Offenders

General Penalty

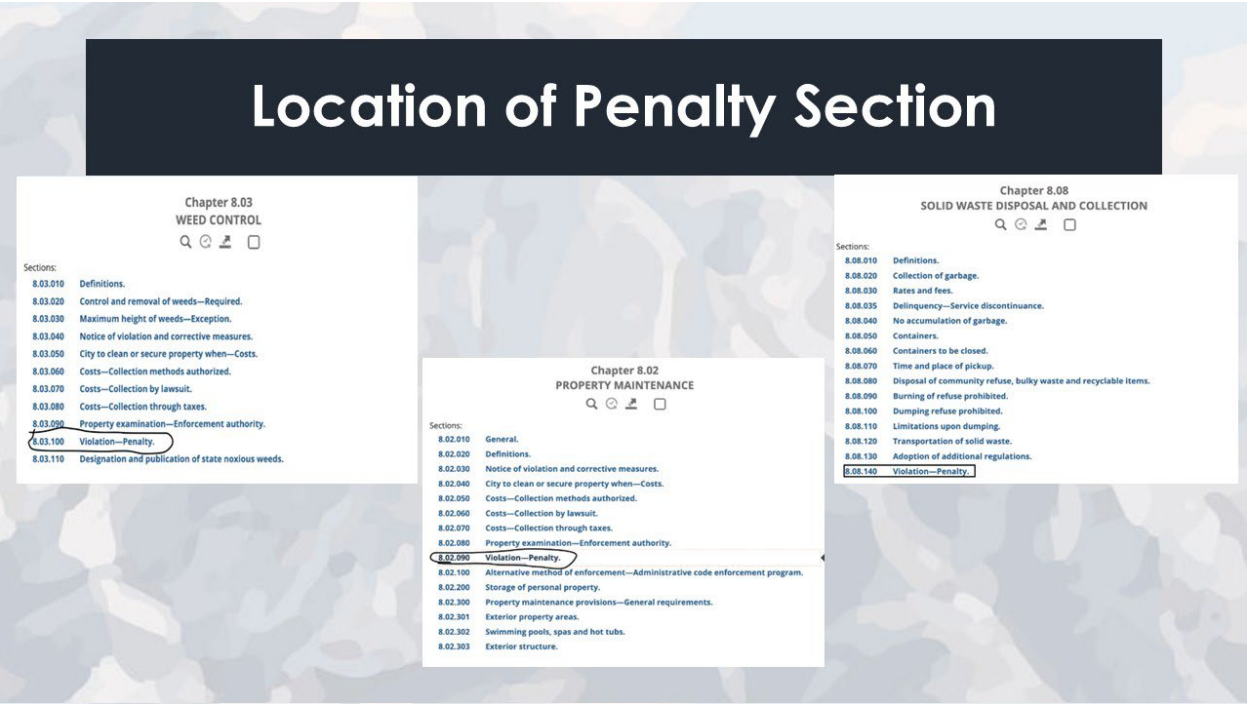
"Whenever in this code or in any other ordinance of the city, any act is prohibited or is made or declared to be unlawful or an offense, or the doing of any act is required, or the failure to do any act is declared to be unlawful or a misdemeanor where no specific penalty is provided therefore, the violation of any such provision of this code or any other ordinance of the city shall be punished as a Class B Misdemeanor."

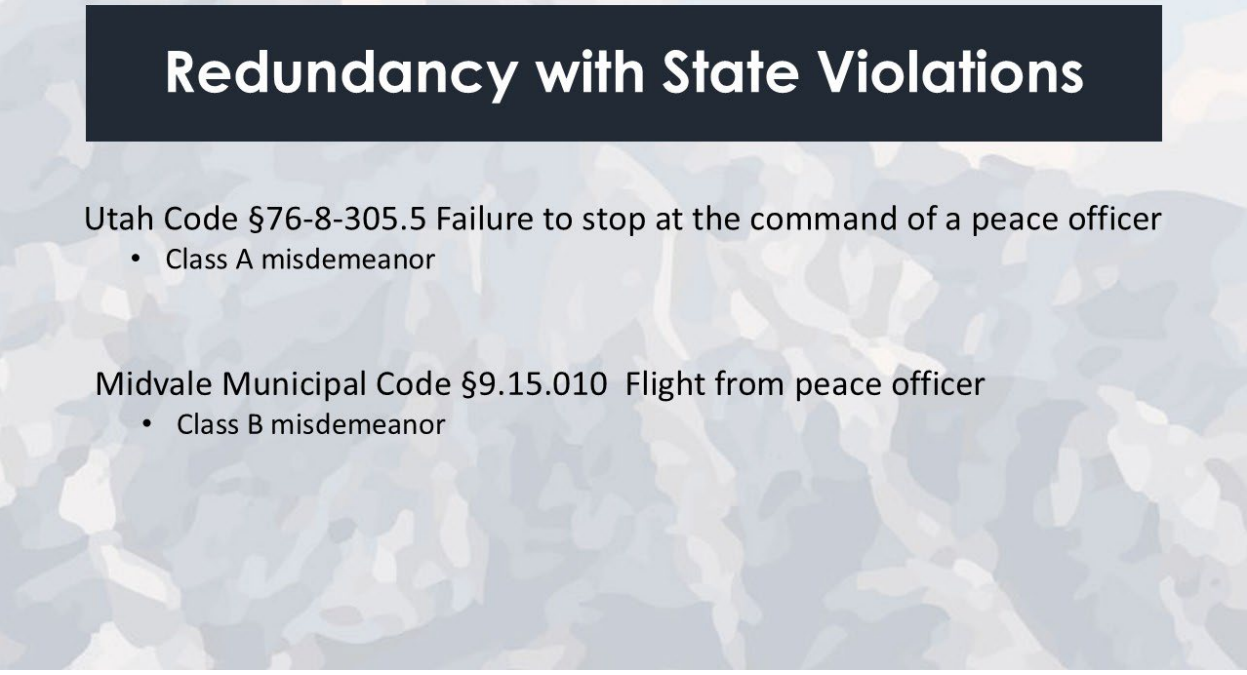
Midvale Municipal Code § 1.01.070.

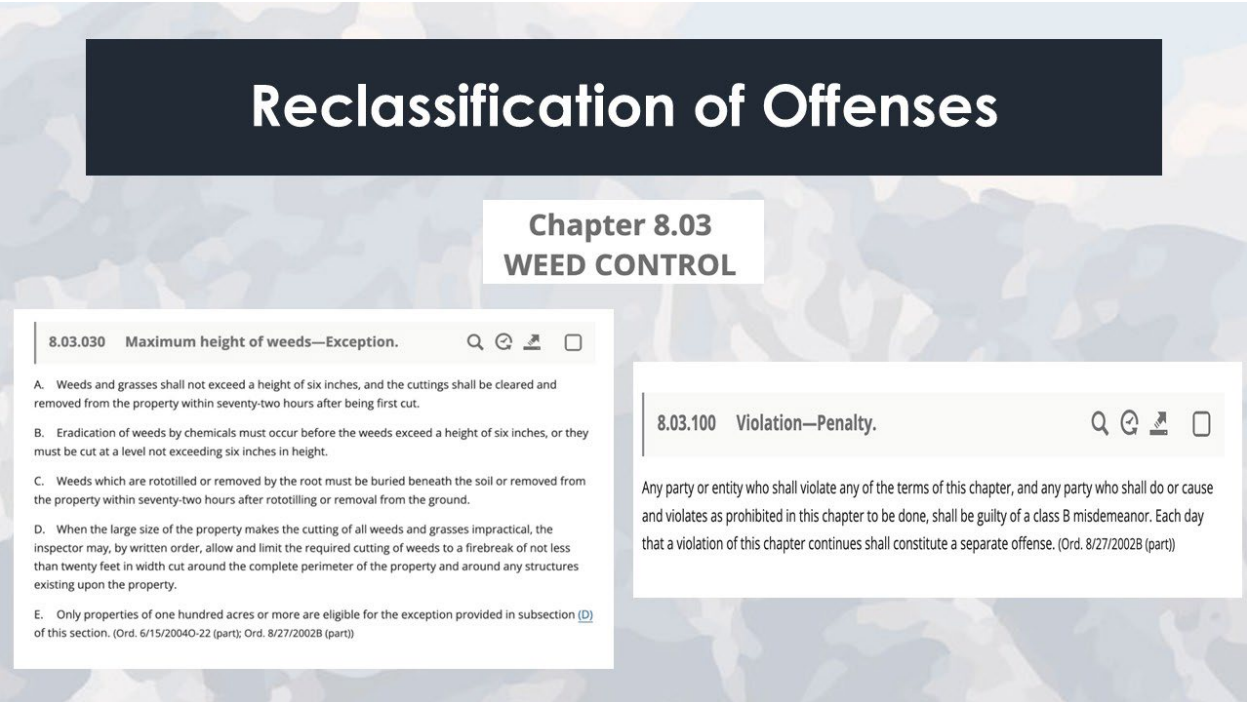
Classification of Offenses

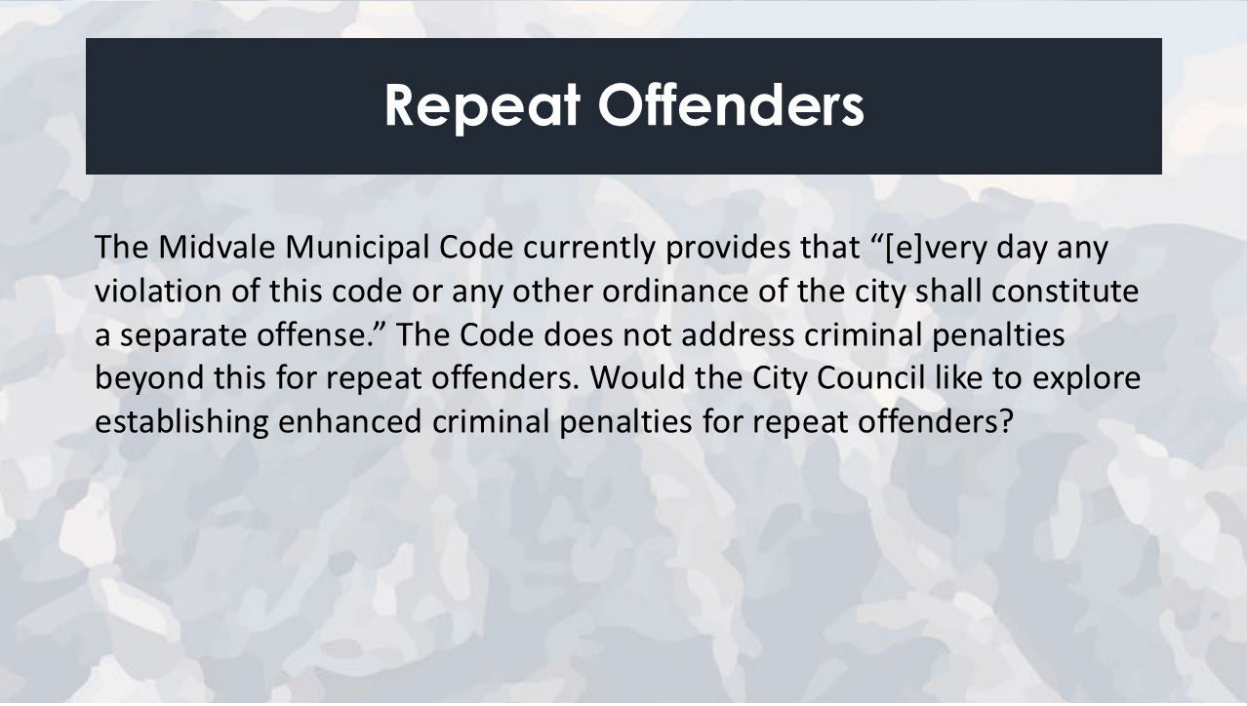
Class	Possible Jail Term	Possible Fine
Class B	Up to 180 days in jail	Up to $1000 or comp. service
Class C	Up to 90 days in jail	Up to $750 or comp. service
Infraction	No jail time	Up to $750 or comp. service

Utah Code Ann. § 76 – 3 – 301


Location of Penalty Section
Chapter 8.03
WEED CONTROL
Sections:
8.03.010 Definitions.
8.03.020 Control and removal of weeds—Required.
8.03.030 Maximum height of weeds—Exception.
8.03.040 Notice of violation and corrective measures.
8.03.050 City to clean or secure property when—Costs.
8.03.060 Costs—Collection methods authorized.
8.03.070 Costs—Collection by lawsuit.
8.03.080 Costs—Collection through taxes.
8.03.090 Property examination—Enforcement authority.
8.03.100 Violation—Penalty.
8.03.110 Designation and publication of state noxious weeds.
Chapter 8.02
PROPERTY MAINTENANCE
Sections:
8.02.010 General.
8.02.020 Definitions.
8.02.030 Notice of violation and corrective measures.
8.02.040 City to clean or secure property when—Costs.
8.02.050 Costs—Collection methods authorized.
8.02.060 Costs—Collection by lawsuit.
8.02.070 Costs—Collection through taxes.
8.02.080 Property examination—Enforcement authority.
8.02.090 Violation—Penalty.
8.02.100 Alternative method of enforcement—Administrative code enforcement program.
8.02.200 Storage of personal property.
8.02.300 Property maintenance provisions—General requirements.
8.02.301 Exterior property areas.
8.02.302 Swimming pools, spas and hot tubs.
8.02.303 Exterior structure.
Chapter 8.08
SOLID WASTE DISPOSAL AND COLLECTION
Sections:
8.08.010 Definitions.
8.08.020 Collection of garbage.
8.08.030 Rates and fees.
8.08.035 Delinquency—Service discontinuance.
8.08.040 No accumulation of garbage.
8.08.050 Containers.
8.08.060 Containers to be closed.
8.08.070 Time and place of pickup.
8.08.080 Disposal of community refuse, bulky waste and recyclable items.
8.08.090 Burning of refuse prohibited.
8.08.100 Dumping refuse prohibited.
8.08.110 Limitations upon dumping.
8.08.120 Transportation of solid waste.
8.08.130 Adoption of additional regulations.
8.08.140 Violation—Penalty.


Redundancy with State Violations
Utah Code §76-8-305.5 Failure to stop at the command of a peace officer
• Class A misdemeanor
Midvale Municipal Code §9.15.010 Flight from peace officer
• Class B misdemeanor





Council Member Bryant Brown asked if anyone has ever been jailed for having weeds? It makes more sense to find another solution before a misdemeanor charge.

Garret Wilcox said jail has been threatened but civil violations will be levied first to prompt compliance. There was a case where misdemeanor charges were charged for non-compliance.

B. DISCUSS FRAUD RISK ASSESSMENT.

Mariah Hill said beginning in 2020, all local governments are required to complete a Fraud Risk Assessment/Questionnaire and present it to the governing body each fiscal year. The Assessment assigns an overall risk level of undetected fraud based upon points earned for the implementation of identified best practices. This assessment/questionnaire will also be certified by the CFO (Finance Director) and CAO (City Manager). This assessment was designed by the State Auditor's Office to identify best practices in fraud detection and prevention. It is important to note the following:

- Best practices identified in the Assessment are not required, but highly recommended.
- All of the best practices in the Assessment may be implemented at a low or no cost.
- The Assessment is not a replacement or duplication of an internal control assessment performed by an independent auditor as part of a financial statement audit. his City has maintained their score of 375, which is in the Very Low Risk Level.

X. ADJOURN

MOTION: Council Member Paul Glover MOVED to adjourn the meeting. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

The meeting adjourned at 9:00 p.m.

_____

Rori L. Andreason, MMC
H.R. DIRECTOR/CITY RECORDER

Approved this July 15, 2025

PENDING

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: July 15, 2025

SUBJECT:

Consider Resolution 2025-R-43 authorizing the Mayor to enter into an agreement with Beck Construction and Excavation Inc. for the 2025 Roadway and Utility Improvement Project

SUBMITTED BY:

Branden Anderson, City Engineer

SUMMARY:

In July 2020, the Redevelopment Agency contracted with Paul Hansen & Associates to develop the *West Main Street Area Infrastructure Study*. This study evaluated existing conditions and made recommendations for utilities and easements to help guide the redevelopment of the areas surrounding and including the Main Street Area.

Based on the results of the study, City and Agency staff continued working with Paul Hansen & Associates to develop a full design plan and related construction bid documents for the 2025 Roadway and Utility Improvement Project. This project includes utility improvements and roadway reconstruction along Depot Street, Smelter Street, Holden Street, and 1st Avenue. The utility upgrades consist of sewer, water, and storm drain improvements.

On June 10, 2025, a request for bids was posted on Bonfire with a submission deadline in June 26, 2025. At the closing, Agency staff received four qualified bids.

After reviewing qualifications, past work, budget, and schedule, Agency staff recommends entering into the attached construction agreement with Beck Construction and Excavation Inc. ("Beck Construction").

As part of the agreement, Beck Construction will be responsible for providing the following services along Stagg Street, Smelter Street, and Depot Street:

- Demolition and off-site removal of existing asphalt roadway, along with demolition and disposal of curb and gutter, and sidewalk.
- Furnishing and installation of sanitary sewer lines, manholes, laterals, and related appurtenances.
- Furnishing and installation of storm drain systems, including storm drain inlets, manholes, drainage grates, drainage basins, and related appurtenances.
- Furnishing and installation of a new 8-inch diameter culinary water main, including service lateral replacement, fire hydrants, valves, and related appurtenances.
- Furnishing and installation of new curb and gutter, sidewalk, and asphalt roadway and base, including utility pavement restoration in adjacent streets.
- All underground work and roadway improvements within Depot Street and the north half of Stagg Street, along with the waterline in Smelter Street, shall be completed and fully operational by September 24, 2025.
- The entire project shall be substantially completed by April 17, 2026, and ready for final payment on or before April 30, 2026.

City staff is currently working with Rocky Mountain Power ("RMP") to address the relocation or removal of power poles and lines that currently conflict with the new design of Stagg Street. Once RMP has completed their design, City staff will work closely with both RMP and Beck Construction to coordinate and implement the necessary utility adjustments.

FISCAL IMPACT: This construction project will be funded through a combination of funding sources including state funds allocated as part of UCA 72-2-121, Main Street CDA funds, and related utility project bonding funds. As part of UCA 72-2-121, Midvale City receives annual funding of $500,000 from the County of the First Class Highway Projects Fund. These funds must be used for roadway congestion and safety improvements. Having received the first allotment in FY22, Midvale City will continue to receive these funds for the next 15 years, totaling $7,500,000 over time.

STAFF RECOMMENDATION AND MOTION: "I move that we suspend the rules* and approve Resolution 2025-R-43 authorizing the Mayor to enter into an agreement with Beck Construction and Excavation Inc. for the 2025 Roadway and Utility Improvement Project."

* It is necessary to suspend the rules because the West Main Development anticipates completion on October 1, 2025. In order for the development to obtain occupancy, all roadway improvements on the north end of Stagg Street and Depot Street must be completed by September 24, 2025. Suspending the rules is critical to allow the contractor to maintain this strict construction timeline and avoid delays that could impact the development's ability to obtain occupancy.

ATTACHMENTS:
Resolution No. 2025-R-43
2025 Roadway and Utility Improvement Project Agreement

MIDVALE CITY, UTAH
RESOLUTION 2024-R-43

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BECK CONSTRUCTION AND EXCAVATION INC. FOR THE 2025 ROADWAY AND UTILITY PROJECT

WHEREAS, the City and the Redevelopment Agency desire to redevelop the area surrounding and including Midvale Main Street; and

WHEREAS, to further assist in the development of conceptual plans, Midvale enlisted the services of Paul Hansen & Associates to complete an infrastructure study, which evaluated and made recommendations for utilities, easements, property parcels, and rights-of-way in the West Main Street Area; and

WHEREAS, the City also enlisted the services of Paul Hansen & Associates to prepare construction and bid documents for the West Main Street Area, located between Main Street and Holden Street, and between Center Street and Depot Street; and

WHEREAS, funding for this project will come from funds received by Midvale City through the First Class Highway Projects Fund, Main Street CDA infrastructure budget and related utility project bonding funds; and

WHEREAS, the City conducted the proper procurement process and selected Beck Construction and Excavation Inc. as the qualified vendor based on their demonstrated expertise and ability to complete the project; and

WHEREAS, the City and the awarded vendor, Beck Construction and Excavation Inc., are prepared to enter into an agreement for the 2025 Roadway and Utility Project;

NOW THEREFORE BE IT RESOLVED, by the City Council of Midvale City, Utah, to hereby authorize the Mayor to enter into an agreement with Beck Construction and Excavation Inc. for the 2025 Roadway and Utility Project.

This Resolution shall become effective immediately upon passage thereof.

APPROVED AND ADOPTED this 15th day of July, 2025.

_____
Dustin Gettel, Mayor

ATTEST:

_____
Rori L. Andreason,
City Recorder

Voting by the City Council:	"Aye"	"Nay"
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Bonnie Billings	_____	_____
Denece Mikolash	_____	_____

DOCUMENT 00 50 00

AGREEMENT FORM

THIS AGREEMENT dated as of _____, is by and between Midvale City (hereinafter called OWNER), and Beck Construction & Excavation, Inc. (hereinafter called CONTRACTOR). OWNER, and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The demolition and off-site removal of approximately 17,300 square feet of existing asphalt roadway, together with the demolition and disposal of approximately 2,000 linear feet of curb and gutter, 5,900 square feet of sidewalk, storm drain inlets and piping, and related appurtenances. The Work also includes the demolition of existing chain link fence, and the salvage and protection of two existing sliding gates for reinstallation; and,

Furnishing and installation of approximately 670 linear feet of sanitary sewer, manholes, laterals, and related appurtenances; and,

Furnishing and installation of approximately 2,500 linear feet of storm drain, together with storm drain inlets, manholes, drainage grates, drainage basins, and related appurtenances; and,

Furnishing and installation of approximately 4,200 linear feet of new 8-inch diameter culinary water main, service lateral replacement, fire hydrants, valves, and related appurtenances; and,

Furnishing and installation of approximately 3,800 linear feet of new curb and gutter, 16,000 square feet of sidewalk, and 50,900 square feet of new asphalt roadway and base (which includes utility pavement restoration in the adjacent streets. The Work also includes the furnishing and installation of new chain link fencing and the reinstallation of the two existing, salvaged sliding gates.

2.0 ENGINEER

The Project has been designed by Paul Hansen Associates, LLC, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3. CONTRACT TIME

3.1. The Project shall have the following completion dates:

All underground work and roadway improvements within Depot Street and the north half of Stagg Street, along with the waterline in Smelter Street, shall be completed and fully operational by **September 24, 2025**.

All underground and roadway improvements within Depot Street, Smelter Street and Stagg Streets shall be completed by **October 31, 2025**.

The entire Project shall be substantially completed by **April 17, 2026** and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before **April 30, 2026**.

3.2. LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand Dollars ($1,000.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or within any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Dollars ($1,000.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

4. CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds in accordance with the Bid Form included herewith.

5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS: All progress payments will be on the basis of the progress of the Work estimated by the ENGINEER.

5.2. FINAL PAYMENT: Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

6. INTEREST

All monies not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate of 1.5% per month, compounded monthly.

7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, Site, locality, and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 5.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR 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 and assumes responsibility for the accurate location of said Underground Facilities.

No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 5.04 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement (pages 1 to 4, inclusive).

8.2. Performance and Payment Bonds

8.3. General Conditions (pages 1 to 79, inclusive).

8.4. Supplementary Conditions (pages 1 to 6, inclusive).

8.5. Specifications bearing the title SPECIFICATIONS as listed in table of contents hereof.

8.6. Drawings bearing the title MIDVALE CITY - 2025 ROADWAY AND UTILITY PROJECT as listed in the Index of Drawings on Sheet G-2 of said drawings.

8.7. Addenda numbers 1 to 3 inclusive.

8.9. Exhibits to this Agreement, identified as follows:
Exhibit A – Notice of Award – Document 00 51 00
Exhibit B – Notice to Proceed – Document 00 52 00
Exhibit C – Bid Form – Document 00 30 00 (Including Documentation Accompanying Bid)
Exhibit D – Insurance Certificates

8.10. Documentation submitted by CONTRACTOR prior to Notice of Award.

8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Article 11 of the General Conditions.

8.12. The documents listed in paragraphs 8.2 et seq. above are attached to the Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in the Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 11 of the General Conditions.

9. MISCELLANEOUS

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10. OTHER PROVISIONS
None

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____.

Midvale City, OWNER	Beck Construction & Excavation, Inc., CONTRACTOR
By: _____	By: _____
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest: _____	Attest: _____
Address for Giving Notices:	Address for Giving Notices:
7505 S. Holden Street	10432 S. 1055 W.
Midvale, Utah 84047	South Jordan, Utah 84095
(OWNER shall attach authority to sign and resolution or other documents authorizing execution of Agreement.)	License No.: _____ Agent for Service of Process: (If CONTRACTOR is a corporation, attach evidence of authority to sign.)

END OF SECTION

DOCUMENT 00 61 00

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That_____ as Contractor and _____ as Surety, are held firmly bound unto Midvale City, hereinafter called "Owner", in the sum of _____Dollars ($ _____), of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contract has been awarded and is about to enter into the annexed Agreement with Owner to perform all work required under the Bidding Schedule(s) of the Owner's Contract Documents entitled:

2025 ROADWAY AND UTILITY IMPROVEMENT PROJECT

NOW THEREFORE, if Contractor shall perform all the requirements of the Agreement required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of the Agreement, shall not in any way release Contractor or Surety there under, nor shall any extensions of time grated under the provisions of the Agreement release either Contractor or Surety, and notice of such alterations or extensions of the work, materials or time to complete made under the Agreement is hereby waived by Surety. This Bond is furnished in compliance and in accordance with 14-1-13 Utah Code Ann., as amended, and 63-56-38 Utah Code Ann.

SIGNED AND SEALED, this _____ day of _____, 2025.

(SEAL) (SEAL)

_____ _____

(CONTRACTOR) (SURETY)

By:_____ By: _____

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

DOCUMENT 00 62 00

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor and _____ as Surety, are held firmly bound unto Midvale City, hereinafter called "Owner", in the sum of _____ Dollars ($ _____), of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has been awarded and is about to enter into the annexed Agreement with Owner to perform all Work required under the Bidding Schedule(s) of the Owner's Contract Documents entitled:

2025 ROADWAY AND UTILITY IMPROVEMENT PROJECT

NOW THEREFORE, if Contractor shall perform all the requirements of the Agreement required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of the Agreement, shall not in any way release Contractor or Surety there under, nor shall any extensions of time grated under the provisions of the Agreement release either Contractor or Surety, and notice of such alterations or extensions of the Work, materials or time to complete made under the Agreement is hereby waived by Surety. This Bond is furnished in compliance and in accordance with Utah Code Title 14 - Contractor’s Bonds.
.

SIGNED AND SEALED, this _____ day of _____, 20____.

(SEAL) (SEAL)

_____ _____
(CONTRACTOR) (SURETY)

By: _____ By: _____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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GUIDELINES FOR USE OF EJCDC® C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), is the foundation document for the EJCDC Construction Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Contractor, and establish how the Contract is to be administered.

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with either EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018 Editions). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018).

The full EJCDC Construction series of documents is discussed in the EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

4.0 EDITING THIS DOCUMENT

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of C-700 (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of C-700 intact and unaltered, with modifications and supplementation of C-700's provisions set forth in EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018). If the Standard Text itself is revised, the

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user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term "Standard EJCDC Text" for C-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for C-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of C-700 purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
3. If C-700 has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any "Track Changes," redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

5.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1—Definitions and Terminology 1
1.01 Defined Terms 1
1.02 Terminology 6
Article 2—Preliminary Matters 7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance 7
2.02 Copies of Documents 7
2.03 Before Starting Construction 7
2.04 Preconstruction Conference; Designation of Authorized Representatives 8
2.05 Acceptance of Schedules 8
2.06 Electronic Transmittals 8
Article 3—Contract Documents: Intent, Requirements, Reuse 9
3.01 Intent 9
3.02 Reference Standards 9
3.03 Reporting and Resolving Discrepancies 10
3.04 Requirements of the Contract Documents 10
3.05 Reuse of Documents 11
Article 4—Commencement and Progress of the Work 11
4.01 Commencement of Contract Times; Notice to Proceed 11
4.02 Starting the Work 11
4.03 Reference Points 11
4.04 Progress Schedule 12
4.05 Delays in Contractor's Progress 12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions 13
5.01 Availability of Lands 13
5.02 Use of Site and Other Areas 14
5.03 Subsurface and Physical Conditions 15
5.04 Differing Subsurface or Physical Conditions 16

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5.05 Underground Facilities 17
5.06 Hazardous Environmental Conditions at Site 19
Article 6—Bonds and Insurance 21
6.01 Performance, Payment, and Other Bonds 21
6.02 Insurance—General Provisions 22
6.03 Contractor's Insurance 24
6.04 Builder's Risk and Other Property Insurance 25
6.05 Property Losses; Subrogation 25
6.06 Receipt and Application of Property Insurance Proceeds 27
Article 7—Contractor's Responsibilities 27
7.01 Contractor's Means and Methods of Construction 27
7.02 Supervision and Superintendence 27
7.03 Labor; Working Hours 27
7.04 Services, Materials, and Equipment 28
7.05 "Or Equals" 28
7.06 Substitutes 29
7.07 Concerning Subcontractors and Suppliers 31
7.08 Patent Fees and Royalties 32
7.09 Permits 33
7.10 Taxes 33
7.11 Laws and Regulations 33
7.12 Record Documents 33
7.13 Safety and Protection 34
7.14 Hazard Communication Programs 35
7.15 Emergencies 35
7.16 Submittals 35
7.17 Contractor's General Warranty and Guarantee 38
7.18 Indemnification 39
7.19 Delegation of Professional Design Services 39
Article 8—Other Work at the Site 40
8.01 Other Work 40
8.02 Coordination 41
8.03 Legal Relationships 41

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Article 9—Owner's Responsibilities 42
9.01 Communications to Contractor 42
9.02 Replacement of Engineer 42
9.03 Furnish Data 42
9.04 Pay When Due 42
9.05 Lands and Easements; Reports, Tests, and Drawings 43
9.06 Insurance 43
9.07 Change Orders 43
9.08 Inspections, Tests, and Approvals 43
9.09 Limitations on Owner's Responsibilities 43
9.10 Undisclosed Hazardous Environmental Condition 43
9.11 Evidence of Financial Arrangements 43
9.12 Safety Programs 43
Article 10—Engineer's Status During Construction 44
10.01 Owner's Representative 44
10.02 Visits to Site 44
10.03 Resident Project Representative 44
10.04 Engineer's Authority 44
10.05 Determinations for Unit Price Work 45
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work 45
10.07 Limitations on Engineer's Authority and Responsibilities 45
10.08 Compliance with Safety Program 45
Article 11—Changes to the Contract 46
11.01 Amending and Supplementing the Contract 46
11.02 Change Orders 46
11.03 Work Change Directives 46
11.04 Field Orders 47
11.05 Owner-Authorized Changes in the Work 47
11.06 Unauthorized Changes in the Work 47
11.07 Change of Contract Price 47
11.08 Change of Contract Times 49
11.09 Change Proposals 49
11.10 Notification to Surety 50

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Article 12—Claims 50
12.01 Claims 50
Article 13—Cost of the Work; Allowances; Unit Price Work 51
13.01 Cost of the Work 51
13.02 Allowances 55
13.03 Unit Price Work 55
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work 56
14.01 Access to Work 56
14.02 Tests, Inspections, and Approvals 56
14.03 Defective Work 57
14.04 Acceptance of Defective Work 58
14.05 Uncovering Work 58
14.06 Owner May Stop the Work 58
14.07 Owner May Correct Defective Work 59
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period 59
15.01 Progress Payments 59
15.02 Contractor's Warranty of Title 62
15.03 Substantial Completion 62
15.04 Partial Use or Occupancy 63
15.05 Final Inspection 64
15.06 Final Payment 64
15.07 Waiver of Claims 65
15.08 Correction Period 66
Article 16—Suspension of Work and Termination 67
16.01 Owner May Suspend Work 67
16.02 Owner May Terminate for Cause 67
16.03 Owner May Terminate for Convenience 68
16.04 Contractor May Stop Work or Terminate 68
Article 17—Final Resolution of Disputes 69
17.01 Methods and Procedures 69
Article 18—Miscellaneous 69
18.01 Giving Notice 69
18.02 Computation of Times 69

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18.03 Cumulative Remedies 70
18.04 Limitation of Damages 70
18.05 No Waiver 70
18.06 Survival of Obligations 70
18.07 Controlling Law 70
18.08 Assignment of Contract 70
18.09 Successors and Assigns 70
18.10 Headings 70

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

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D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

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and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

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3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

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of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

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Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

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Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

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L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

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4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

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6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

    a. will certify that the proposed substitute item will:

        1) perform adequately the functions and achieve the results called for by the general design;

        2) be similar in substance to the item specified; and

        3) be suited to the same use as the item specified.

    b. will state:

        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

    c. will identify:

        1) all variations of the proposed substitute item from the item specified; and

        2) available engineering, sales, maintenance, repair, and replacement services.

    d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

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7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

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7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

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d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

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9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

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11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

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consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

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submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. EJCDC C-700, 2018 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1 DEFINITIONS AND TERMINOLOGY

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700, 2018 Edition) have the meanings assigned to them in the General Conditions.

SC-3.03 REPORTING AND RESOLVING DISCREPANCIES

Add the following new paragraph immediately after paragraph 3.03.B:

C. In the event of an inconsistency between provisions in any of the Contract Documents, the order of precedence shall be established by the most stringent of the criteria and conditions.

SC-4.01 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

Delete paragraph 4.01.A of the General Conditions and insert the following in its place:

A. The Contract Times will commence to run on the date indicated in the Notice to Proceed. Any Work undertaken by CONTRACTOR prior to the date indicated in the Notice to Proceed will be entirely at his own risk.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

Add the following new paragraph(s) immediately after paragraph 5.03.B:

B.1. No geotechnical report was prepared for this project.

SC-6.03 CONTRACTOR'S INSURANCE

The requirements of General Conditions paragraph 6.03 for insurance to be purchased and maintained by the CONTRACTOR, and any renewals thereof, are modified and supplemented as follows:

D. A copy of the acceptable Certificates of Insurance filed with the OWNER shall be delivered to the ENGINEER for review before any work at the site is started.

E. The CONTRACTOR General Liability Insurance shall be comprehensive form and shall include the following coverages:

1. Premises/Operations, collapse hazard, underground hazard, products/completed operations hazard, contractual insurance applicable to CONTRACTOR's obligations under paragraph 7.18 Indemnification of the General Conditions, broad form property damage, independent contractors, and personal injury.

2. Auto Liability Insurance shall be comprehensive form and shall cover owned, hired and non-owned vehicles.

3. The limits of liability for the insurance required by paragraph 6.03 of the General Conditions shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations:

   a. Workers' Compensation, etc. under paragraphs 6.03.A of the General Conditions:

      (1) State: ..... Statutory
      (2) Applicable Federal: ..... Statutory
      (3) Employer's Liability $1,000,000
          (a) Bodily Injury, each accident $1,000,000
          (b) Bodily Injury by disease, each employee $1,000,000
          (c) Bodily Injury/disease aggregate $1,000,000

MODIFICATIONS TO THE GENERAL CONDITIONS

b. CONTRACTOR's Comprehensive General Liability Insurance under paragraphs 6.03.B and 6.03.C of the General Conditions which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of CONTRACTOR:

(1) General Aggregate..... $3,000,000
(2) Products--Completed Operations Aggregate $1,000,000
(3) Personal and Advertising Injury..... $1,000,000
(4) Each Occurrence (Bodily Injury and Property Damage):..... $1,000,000
(5) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

c. Automobile Liability under paragraph 6.03.C of the General Conditions:

(1) Bodily Injury:
(a) Each Person $1,000,000
(b) Each Accident $1,000,000
(2) Property Damage:
(a) Each Accident $1,000,000
or
(3) Combined Single Limit (Bodily Injury and Property Damage):
(a) Each Accident $1,000,000

d. Excess Liability in Umbrella Form:
(1) General Aggregate..... $2,000,000
(2) Each Occurrence $1,000,000

e. Contractor's Pollution Liability:
(1) Each Occurrence $1,000,000
(2) General Aggregate..... $2,000,000

f. Other persons or entities (other than those already listed in the General Conditions) to be included on the policy as additional insured shall include:

(1) Midvale City Corporation
(2) Paul Hansen Associates, LLC and its subconsultants
(3) Other Engineering or testing groups employed by OWNER for work at the site or this project.

SC – 7.08 Patent Fees and Royalties

Replace Paragraph B of Article 7.08 of the General Conditions with the following:

B. To the fullest extent permitted by Laws and Regulations, if Owner fails to disclose patent rights or copyrights in the Contract Documents of which Owner has actual knowledge as required in Section 7.08.A above, then Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

SC - 7.11 LAWS AND REGULATIONS

Add the following paragraph to Article 7.11 – Laws and Regulations:

D. All Bidders are required to follow the requirements of Utah Code Annotated 63G-12-101 et seq., which prohibits the OWNER from entering into any contract for the performance of services with any successful Bidder who does not first provide the OWNER with proof of registration and participation in a federally approved immigration status verification system to ensure that their employees are legally authorized to work in the United States. Failure to provide the required proof may be grounds for rejection of an otherwise successful Bid. By submitting a Bid in response to this Advertisement or Invitation to Bid, CONTRACTOR certifies that it does not, and will not during the performance of this Contract, knowingly employ, or subcontract with any entity which employs workers who are not legally authorized to work in the United

States. CONTRACTOR agrees to require all its employees to provide proof of their eligibility to work in the United States and agrees to use all reasonable means to verify that proof. CONTRACTOR further agrees to require any Subcontractors engaged to Work on the Project to sign a Certification of Legal Work Status and submit the Certification to the OWNER prior to any Work being performed by the Subcontractors. CONTRACTOR agrees to provide to the OWNER all documents necessary to verify compliance with applicable State and Federal immigration and labor laws. If CONTRACTOR knowingly employs workers or Subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the Contract between CONTRACTOR and OWNER. In addition, CONTRACTOR may be suspended from participating in future projects with the OWNER. In the event this Contract is terminated due to a violation of 8 USC § 1324a by CONTRACTOR or a Subcontractor of CONTRACTOR, CONTRACTOR shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by the OWNER as well as attorney fees. For purposes of compliance, the OWNER requires CONTRACTOR and Subcontractors to use an immigration status verification system such as E-Verify, or other approved system as outlined in Utah Code Annotated 63G-12-101 et seq., to verify the employment eligibility of all employees. CONTRACTOR and Subcontractors must maintain up to date documentation of the status verification system inquiry regarding each employee and must provide this information to the OWNER prior to beginning the Project.

SC - 7.13 SAFETY AND PROTECTION

Add the following language at the end of the first sentence of the first paragraph of 7.13.A of the General Conditions:

In particular, the CONTRACTOR shall be responsible for observing and supervising all safety precautions in accordance with regulations established by the Occupational Safety and Health Administration (OSHA).

SC-7.18 INDEMNIFICATION

Replace Paragraph A of Article 7.18 of the General Conditions with the following paragraph:

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent, reckless, or intentional act or omission of Contractor or any individual or entity directly or indirectly employed by Contractor to perform any of the Work, or anyone for whose acts Contractor may be liable or any negligent act or omission of any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

SC-7.20 ADDITIONAL FEDERAL AND STATE REQUIREMENTS

Add this section to Article 7 - Contractor's Responsibilities of the General Conditions.

A. CONTRACTOR shall comply with the provisions of 40 CFR Part Nos. 8, 60-1 and 60-4 concerning Equal Employment Opportunities (EEO).

B. CONTRACTOR shall comply with the requirements of the State of Utah Department of Environmental Quality, Air Quality Regulations (including R307-205 Emission Standards: Fugitive Emissions and Fugitive Dust, and R307-309: Nonattainment and Maintenance Areas for PM10 and PM2.5: Fugitive Emissions and Fugitive Dust, of the Utah Air Conservation Rules - UACR). Note that it is CONTRACTOR's responsibility to prepare, submit, and obtain approval from the Executive Secretary for the dust control plan required under these regulations.

SC-8.02 COORDINATION

Add a new paragraph immediately after paragraph 8.02 of the General Conditions which is to read as follows:

C. Should CONTRACTOR cause damage to the work or property of any separate contractor at the site, or should any claim arising out of CONTRACTOR's performance of the Work at the site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER's Consultants, the Construction Coordinator or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by

agreement, or otherwise resolve the dispute by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER, ENGINEER, ENGINEER's Consultants and the Construction Coordinator harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator to the extent based on a claim arising out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of Work by any separate contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, ENGINEER's Consultants and Construction Coordinator for any delay, disruption, interference or hinderance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, ENGINEER's Consultant or Construction Coordinator for activities that are their respective responsibilities.

SC-10.03 PROJECT REPRESENTATIVE

Add the following language at the end of Paragraph 10.03 of the General Conditions.

1. ENGINEER may furnish a full time Resident Project Representative (RPR) to represent ENGINEER at the Project Site. The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with OWNER and in the Construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site Work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the Progress Schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

   a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

   b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

   a. Record date of receipt of Shop Drawings and Samples.

   b. Receive Samples which are furnished at the site by CONTRACTOR and notify ENGINEER of availability of Samples for examination.

MODIFICATIONS TO THE GENERAL CONDITIONS

c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Document.

b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

8. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c. Record names, addresses and telephone numbers of all CONTRACTORS, Subcontractors and major Suppliers of materials and equipment.

9. Reports:

a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.

d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the Site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. Completion:

    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

    b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.

    c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.

2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.

3. Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

6. Shall not accept Shop Drawings or Sample submittals from anyone other than CONTRACTOR.

7. Shall not authorize OWNER to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SC-11.09 CHANGE PROPOSALS

Modify the first sentence of Paragraph 11.09 B.1 to read as follows:

1. Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than **15** days) after the start of the event giving rise thereto, or after such initial decision.

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SC-13.01.E Documentation and Audit

Substitute Paragraph E of Title 13.01 of the General Conditions with the following:

E. Documentation and Audit: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. In any contracts with Subcontractors, Contractor will require Subcontractors to afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

MODIFICATIONS TO THE GENERAL CONDITIONS

SC-15.01.B APPLICATIONS FOR PAYMENT

The first sentence of Paragraph 15.01.B.1 of the General Conditions is hereby deleted in its entirety and the following is substituted in lieu thereof:

1. At least thirty (30) days before the date established in the Agreement for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. All applications for payment shall be accompanied by partial lien releases on the project from all Subcontractors, Employees, Suppliers, and Contractors who have pre-liened the work.

SC-15.01.D PAYMENT BECOMES DUE

Paragraph 15.01.D of the General Conditions is hereby deleted in its entirety and the following is substituted in lieu thereof:

Twenty days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, but not prior to the day indicated in Section 5.1 of the "Agreement", the amount recommended (subject to any owner set- offs) will become due, and when due will be paid by OWNER to CONTRACTOR.

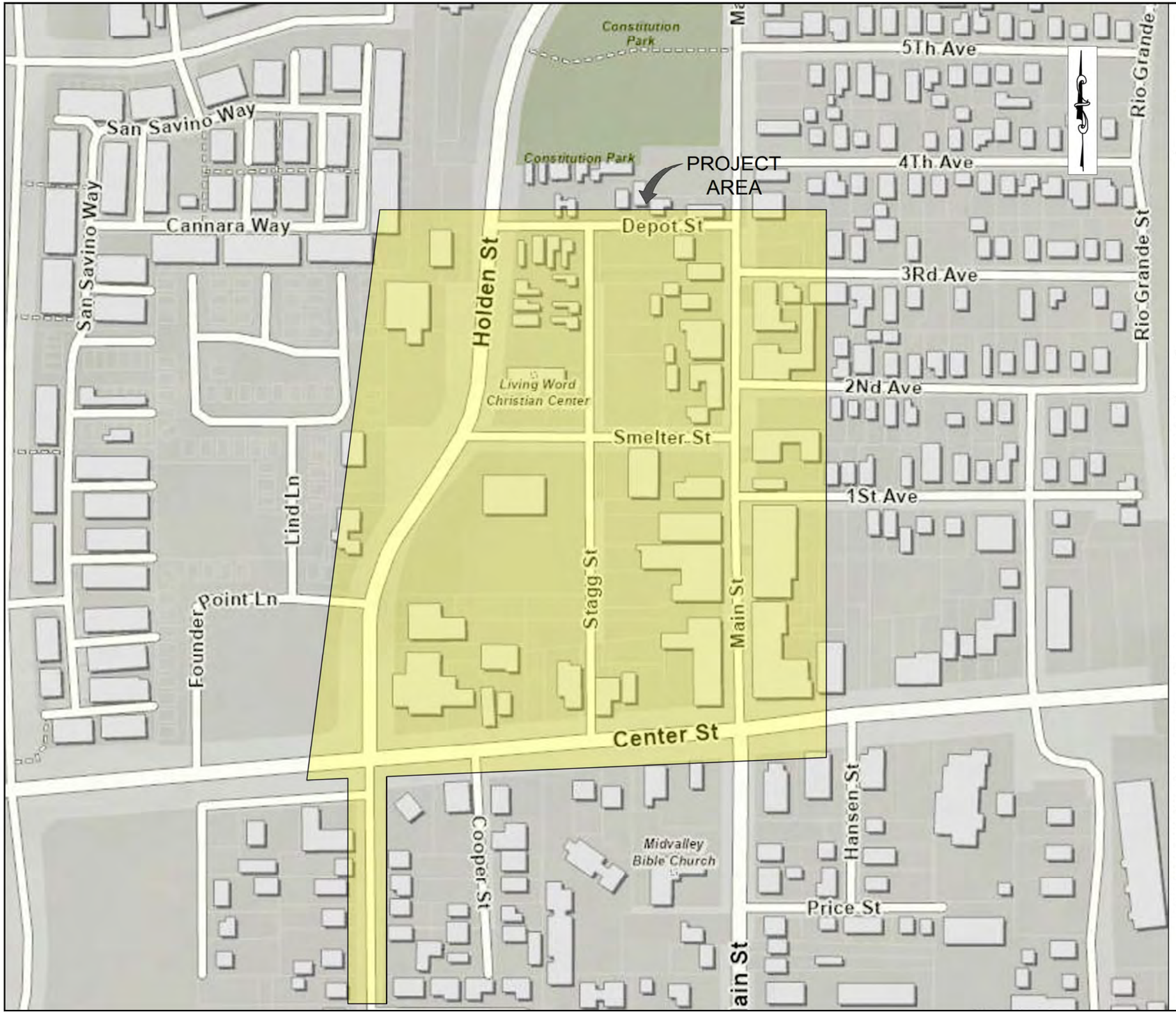
SC-17.01 FINAL RESOLUTION OF DISPUTES

Replace Paragraph B of Article 17.01 of the General Conditions with the following:

B. *Final Resolution of Disputes*: Any dispute arising under or relating to this Agreement will be finally resolved in the following order:
   1. Good faith negotiations between the Parties;
   2. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and
   3. Litigation.

- END OF SECTION –

MODIFICATIONS TO THE GENERAL CONDITIONS



MIDVALE CITY, UTAH

2025 ROADWAY AND UTILITY IMPROVEMENT PROJECT

INDEX OF DRAWINGS

GENERAL

G.1 COVER SHEET
G.2 GENERAL NOTES
G.3 RIGHT-OF-WAY
G.4 PROJECT IMPROVEMENTS-WEST
G.5 PROJECT IMPROVEMENTS-EAST

DEMOLITION

D.1 DEMOLITION PLAN-WEST
D.2 DEMOLITION PLAN-EAST
D.3 DEMOLITION DETAILS

PLAN & PROFILE

PP.1 SANITARY SEWER LINE-DEPOT STREET
PP.2 SANITARY SEWER LINE-STAGG STREET & SMELTER STREET CLEAN OUT REPLACEMENT

CIVIL

C.1 WATER LINE PLAN-DEPOT STREET & SMELTER STREET
C.2 WATER LINE PLAN-STAGG STREET
C.3 WATER LINE PLAN-CENTER STREET
C.4 WATER LINE PLAN-HOLDEN STREET
C.4.1 WATER LINE PLAN-HOLDEN STREET SOUTH
C.5 STORM DRAIN PLAN-DEPOT STREET & SMELTER STREET
C.6 STORM DRAIN PLAN-STAGG STREET
C.7 STORM DRAIN PLAN-MAIN STREET, 1ST AVENUE & PARKING LOT
C.8 CURB & GUTTER PLAN-DEPOT STREET
C.8.1 CURB & GUTTER DETAIL
C.9 CURB & GUTTER PLAN-STAGG STREET
C.10 ROAD PLAN-DEPOT STREET & SMELTER STREET
C.11 ROAD PLAN-STAGG STREET
C.12 WATER DETAILS
C.13 WATER DETAILS
C.14 WATER DETAILS
C.15 STORM DRAIN DETAILS
C.16 TRENCH DRAIN DETAILS
C.17 SEWER DETAILS
C.18 TYPICAL ROAD SECTIONS
C.19 SIGNAGE DETAILS & STRIPING PLAN
C.20 APWA STANDARDS
C.21 FENCE PLAN, UTILITY CONFLICTS & POWER POLE RELOCATION

LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
STATE OF UTAH
6/17/2025

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS

COVER SHEET

NO.	DATE	REVISIONS
1	6/17/25	ADDED SHEET C.4.1 & REVISED C.15 & C.16

DESIGNED DRB
DRAWN DRB
CHECKED PGH
DATE DEC. 2024
FILE PATH

CONFIRM SCALE
BAR IS ONE INCH ON SCALED DRAWING. IF NOT ONE INCH ON THIS SHEET, DRAWING IS NOT SCALED AS SHOWN

SCALE
NOT TO SCALE
CONFIRM SCALE

SHEET NO.
G.1

PAUL HANSEN ENGINEERS

SANDY, UTAH tel (801) 816-9119 fax (801) 816-9119 www.paulhansenassociates.com

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GENERAL NOTES

CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH:

1. ALL CONSTRUCTION WORK AND ELEMENTS MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY THE CURRENT EDITION OF THE FOLLOWING:
   A. THE BID DOCUMENTS WHICH INCLUDE PLANS AND SPECIFICATIONS FOR THIS SPECIFIC PROJECT.
   B. MIDVALE CITY CORPORATION.
   C. UTAH STATE DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF DRINKING WATER AND ENVIRONMENTAL QUALITY
   D. UTAH CHAPTER OF THE AMERICAN PUBLIC WORKS ASSOCIATION (APWA) PLANS AND SPECIFICATIONS.

   THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. THE LATEST EDITION OF ALL STANDARDS AND SPECIFICATIONS MUST BE ADHERED TO. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
2. UNLESS DETAILED, SPECIFIED OR INDICATED OTHERWISE, CONSTRUCTION SHALL BE AS INDICATED IN THE APPLICABLE GENERAL NOTES, TYPICAL DETAILS AND THE AMERICAN PUBLIC WORKS ASSOCIATION, UTAH CHAPTER (APWA) 2017 STANDARD PLANS AND SPECIFICATIONS. TYPICAL DETAILS ARE MEANT TO APPLY EVEN THOUGH NOT REFERENCED AT SPECIFIC LOCATIONS OR IN SPECIFIC DRAWINGS.
3. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND BRING UP ANY QUESTIONS BEFORE SUBMITTING BID.
4. THE CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNING ENTITY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE CITY ACQUIRED RIGHTS OF WAY AND EASEMENTS
5. CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE FOR ALL WORK, AND SHALL PROVIDE UPDATES AS REQUESTED BY THE OWNER.
6. THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING AND INSTALLATION OF ALL MATERIALS TO COMPLETE THE PROJECT.
7. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED.
8. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS PROVIDED SUBMITTALS FOR ALL MATERIALS REQUIRED FOR COMPLETION OF THE WORK, AND HAS RECEIVED APPROVAL FROM THE ENGINEER AND OWNER.
9. ALL DIMENSIONS, GRADES, AND UTILITY DESIGN SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
10. STATIONING, CURVE DATA AND STRAIGHT SECTIONS AS LISTED ARE GROUND DISTANCES. HORIZONTAL AND VERTICAL CONTROL IS BASED UPON SURVEY DATA PROVIDED BY GALLOWAY & COMPANY, INC. (2024).
11. NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE AND SHALL CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND CONSTRUCTION DETAILS.
13. AT ALL LOCATIONS WHERE EXISTING PAVEMENT, SIDEWALK AND CURB AND GUTTER ABUTS NEW CONSTRUCTION, THE EDGE SHALL BE SAW CUT TO A CLEAN, SMOOTH EDGE.
14. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
16. CONTRACTOR SHALL BE RESPONSIBLE TO PAY FOR, AND ADEQUATELY SCHEDULING 3RD PARTY INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE CONSTRUCTION DOCUMENTS AND REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
17. IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED AS PART OF THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
18. WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
19. CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. RECORD DRAWINGS SHALL BE PROVIED IN BOTH PAPER AND PDF FORMAT. SUBMITTAL OF RECORD DRAWINGS SHALL BE A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
20. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS, BUT ARE NOT SHOWN IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
21. ALL MATERIAL PRODUCTS PROPOSED TO BE INSTALLED ON THIS PROJECT MUST BE SUBMITTED AND APPROVED BY THE GOVERNING AGENCY PRIOR TO THE PLACEMENT.
22. CONTRACTORS ARE RESPONSIBLE FOR COMPLIANCE WITH ALL OSHA REQUIREMENTS ON THE PROJECT SITE.
23. A UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM (UPDES) SITE DISTURBANCE PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPMENT AND MAINTENANCE OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH MIDVALE CITY AND STATE REQUIREMENTS, AND FOR FILING OF THE APPROPRIATE NOTICES AND PERMITS WITH MIDVALE CITY AND THE STATE. A COPY OF THE APPROVED PERMIT SHALL BE PROVIDED TO THE CITY PRIOR TO COMMENCEMENT OF WORK.

UTILITY GENERAL NOTES

1. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY BLUE STAKES OF UTAH 811 A MINIMUM OF THREE (3) BUSINESS DAYS PRIOR TO PERFORMING ANY EXCAVATION WORK:
   A. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION
   B. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES.
   C. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES AND TO SEE THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS WORK. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR.
2. THE CONTRACTOR ACKNOWLEDGES THAT THE EXISTING UTILITY INFORMATION SHOWN ON THESE PLANS IS FOR INFORMATIONAL PURPOSES ONLY AND HAS BEEN DERIVED FROM ON-SITE SURVEY AND/OR UTILITY MAPPING PROVIDED TO THE ENGINEER, AND MAY NOT BE LOCATED CORRECTLY, EITHER HORIZONTALLY OR VERTICALLY, AND MAY NOT BE ALL INCLUSIVE. FOLLOWING COMPLETION OF ALL FIELD MARKING PROVIDED BY UTAH 811 OR SEPARATE UTILITY PROVIDERS, THE CONTRACTOR IS REQUIRED TO FOLLOW THE PROCEDURE OUTLINED BELOW TO VERIFY THEIR LOCATION:
   A. THE CONTRACTOR ACKNOWLEDGES THAT NEW CONSTRUCTION RIM AND FLOW LINE ELEVATIONS SHOWN ARE APPROXIMATE AND BASED UPON AVAILABLE INFORMATION, AND MAY HAVE BEEN INFERRED BASED UPON ADJACENT FLOW LINE INFORMATION.
   B. CONTRACTOR IS REQUIRED TO LOCATE AND POTHOLE ALL EXISTING UTILITY LINES (BOTH HORIZONTALLY AND VERTICALLY) THAT AFFECT THE PROJECT CONSTRUCTION AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE DESIGN OF THE SITE AS SHOWN ON THE APPROVED PLANS PRIOR TO ANY CONSTRUCTION.
   C. IF IT IS DETERMINED THAT CONFLICTS EXIST BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) THE ENGINEER MUST BE NOTIFIED IMMEDIATELY TO CORRECT THE CONFLICTS BEFORE ANY WORK CAN BEGIN. IF THE CONTRACTOR FAILS TO FOLLOW THIS ABSOLUTE REQUIREMENT AND CONFLICTS ARISE DURING CONSTRUCTION, THE CONTRACTOR WILL BEAR THE SOLE RESPONSIBILITY TO FIX THE CONFLICTS AT NO ADDITIONAL COST TO THE OWNER.
   D. CONTRACTOR IS REQUIRED TO VERIFY THAT PROPER COVER AND PROTECTION OF EXISTING UTILITY LINES IS MAINTAINED OR ATTAINED WITHIN THE DESIGN ONCE VERIFICATION OF THE EXISTING UTILITIES IS COMPLETED.
   E. IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO IDENTIFY AND/OR "POTHOLE" EXISTING UTILITIES AS REQUIRED ABOVE, THE CONTRACTOR WILL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.
3. THE EXISTING CULINARY WATER MAIN LINES SHALL BE MAINTAINED IN FULL SERVICE UNTIL THE NEW REPLACEMENT MAIN LINES HAVE BEEN FULLY INSTALLED, FLUSHED, PASSED ALL REQUIRED TESTING, DISINFECTED, AND MEET WATER QUALITY REQUIREMENTS. IT IS ONLY AFTER FULL CITY ACCEPTANCE THAT INDIVIDUAL WATER SERVICES MAY BE CONNECTED TO THE NEW LINE AND THE EXISTING WATER LINE MAY BE ABANDONED
4. CONTRACTOR SHALL COORDINATE ALL WATER SHUT-OFF AND CONNECTIONS WITH THE CITY PRIOR TO WORK, AND SHALL PROVIDE A MINIMUM OF 24-HOURS NOTICE TO ALL AFFECTED WATER USERS PRIOR TO THE SHUT OFF.
5. CONTRACTOR SHALL NOT OPERATE ANY EXISTING CITY OWNED WATER VALVE. EXISTING WATER VALVES SHALL ONLY BE OPERATED BY CITY PERSONNEL.
6. CONTRACTOR SHALL START INSTALLATION AT THE LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS, AND SHALL REPAIR ALL DAMAGE AT NO COST TO OWNER.
8. TRENCH BACKFILL MATERIAL AND COMPACTION TESTS ARE TO BE TAKEN PER APWA STANDARD SPECIFICATIONS (2017), SECTION 02320 – BACKFILLING TRENCHES. NO NATIVE MATERIALS ARE ALLOWED IN THE PIPE ZONE.
9. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE, CAUSED BY ANY CONDITION INCLUDING SETTLEMENT, TO EXISTING UTILITIES FROM WORK PERFORMED AT OR NEAR EXISTING UTILITIES. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE ROADWAY AND UTILITY FACILITIES. DAMAGE TO EXISTING FACILITIES CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT THEIR SOLE EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID FACILITIES.
10. ALL WATER, SANITARY SEWER AND STORM DRAIN LINE INSTALLATION AND TESTING SHALL BE IN ACCORDANCE WITH LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
11. ALL MANHOLES, HYDRANTS, VALVES, CLEANOUT BOXES, CATCH BASINS, METERS, ETC. SHALL BE RAISED OR LOWERED TO FINAL GRADE PER APWA (2017) STANDARDS AND CITY REQUIREMENTS. CONCRETE COLLARS MUST BE CONSTRUCTED ON ALL MANHOLES, CLEANOUT BOXES, CATCH BASINS, AND VALVES.
12. ALL MANHOLE, CATCH BASIN, OR CLEANOUT BOX CONNECTIONS SHALL BE MADE WITH THE PIPE CUT FLUSH WITH THE INSIDE OF THE BOX AND GROUTED OR SEALED.
13. CONTRACTOR SHALL NOT ALLOW ANY GROUNDWATER OR DEBRIS TO ENTER THE OPEN END OF NEW OR EXISTING PIPE DURING CONSTRUCTION.
14. SILT AND DEBRIS ARE TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
15. CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS, WATER VALVES, AND INLET GRATES TO ALLOW ACCESS.
16. EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMING TO ALL APPLICABLE LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES, AND FOR THE PROTECTION OF THE PUBLIC AND WORKERS.
17. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DEWATERED CONDITIONS. CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
18. ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10 FEET, EDGE TO EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CAN NOT BE MAINTAINED, CONTRACTOR SHALL FOLLOW GOVERNING AGENCY'S MINIMUM SEPARATION STANDARDS.

TRAFFIC CONTROL AND SAFETY GENERAL NOTES

1. TRAFFIC CONTROL AND STRIPING TO CONFORM TO THE CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
2. CONTRACTOR SHALL PROVIDE A WRITTEN AND GRAPHIC TRAFFIC CONTROL PLAN TO THE CITY PRIOR TO COMMENCEMENT OF ANY WORK. NO WORK SHALL COMMENCE UNTIL THE PLAN HAS BEEN REVIEWED AND APPROVED BY THE CITY.
3. BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT MUTCD.
4. NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE CITY, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.
5. THE CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO ENSURE THE SAFETY OF WORKERS, VISITORS AND THE PUBLIC.
6. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY.
7. CONTRACTOR SHALL COORDINATE WITH ALL AFFECTED PROPERTY OWNERS AND SHALL MAINTAIN REASONABLE ACCESS THRU THE DURATION OF THE WORK.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UTAH TRANSIT AUTHORITY (UTA) IF THE CONSTRUCTION HAS THE POTENTIAL TO INTERRUPT OR ADVERSE EFFECT BUS SERVICE. WHERE WORK IMPACT CANNOT BE AVOIDED, THE CONTRACTOR SHALL TAKE APPROPRIATE STEPS TO MINIMIZE THE EXTENT AND TIME OF THE INTERRUPTION AT NO ADDITIONAL COST TO THE OWNER.
9. THE CONTRACTOR SHALL NOTIFY THE CITY, EMERGENCY DISPATCH, GARBAGE COLLECTION, SCHOOL DISTRICTS, MAIL DELIVERY AND OTHER PROVIDERS OF THE SCOPE OF WORK AND POTENTIAL IMPACT TO THEIR SERVICES.

GRADING AND DRAINAGE NOTES

1. THE CONTRACTOR SHALL REMOVE ALL ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIALS PRIOR TO PLACING FILL OR BASE COURSE. THE AREA SHOULD BE PROOF-ROLLED TO IDENTIFY ANY SOFT AREAS. WHERE SOFT AREAS ARE ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE SOIL AND REPLACE WITH COMPACTED STRUCTURAL FILL.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE AND DEBRIS ON ADJACENT STREETS WHEN EQUIPMENT IS TRAVELING THOSE STREETS.
3. THE CONTRACTOR SHALL TAKE APPROPRIATE GRADING MEASURES TO DIRECT STORM SURFACE RUNOFF TOWARDS CATCH BASINS.
4. THE CONTRACTOR IS NOTIFIED THAT AN EARTHWORK BALANCE IS NOT NECESSARILY THE INTENT OF THIS PROJECT. ANY ADDITIONAL MATERIAL REQUIRED, OR LEFTOVER MATERIAL FOLLOWING EARTHWORK OPERATIONS, BECOMES THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE PROJECT LOCATION.
5. THE USE OF POTABLE WATER FOR EARTHWORK CONSTRUCTION PURPOSES INCLUDING CONSOLIDATION OF BACKFILL OR DUST CONTROL IS PROHIBITED.
6. THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHT-OF-WAYS IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE, AND USABLE CONDITION.

Know what's below.
Call before you dig.

LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
12/5/2024
STATE OF UTAH

MIDVALE CITY
CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY
IMPROVEMENTS

GENERAL NOTES

NO.	DATE	REVISIONS
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DESIGNED DRB
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DATE DEC. 2024
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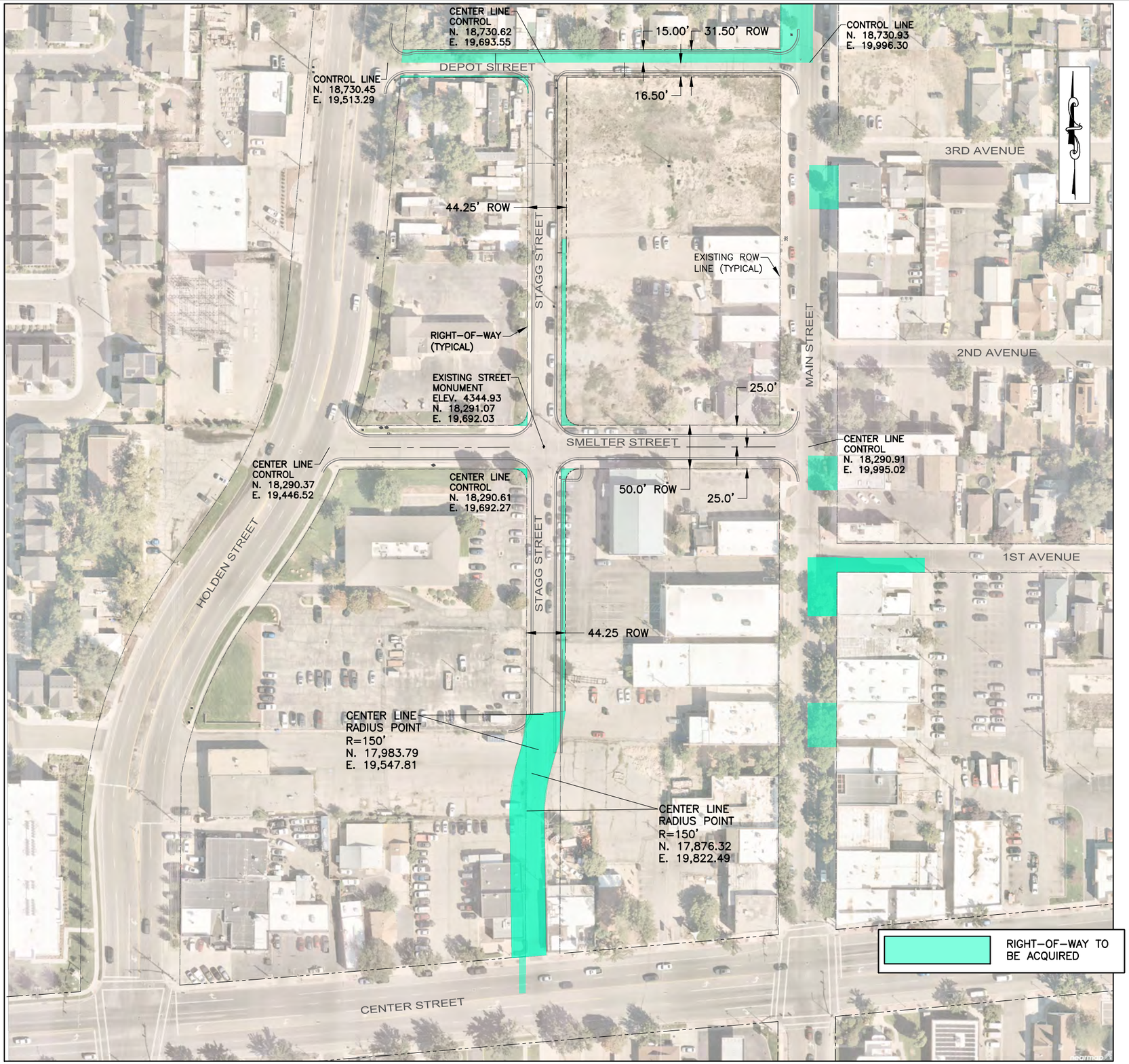
SHEET NO.
G.2

HALL HANSEN ENGINEERS & ASSOCIATES
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9181 WWW.HALLHANSEN.COM



NOTE:
RIGHT-OF-WAY INFORMATION PROVIDED BY GALLOWAY AND COMPANY (MAY, 2024).

MIDVALE CITY
CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY
IMPROVEMENTS

RIGHT-OF-WAY

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LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
12/5/2024
STATE OF UTAH

SHEET NO.
G.3

HANSEN, ALLEN & LUCE, INC. ENGINEERS
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9181 WWW.HANSENALLENLUCE.COM

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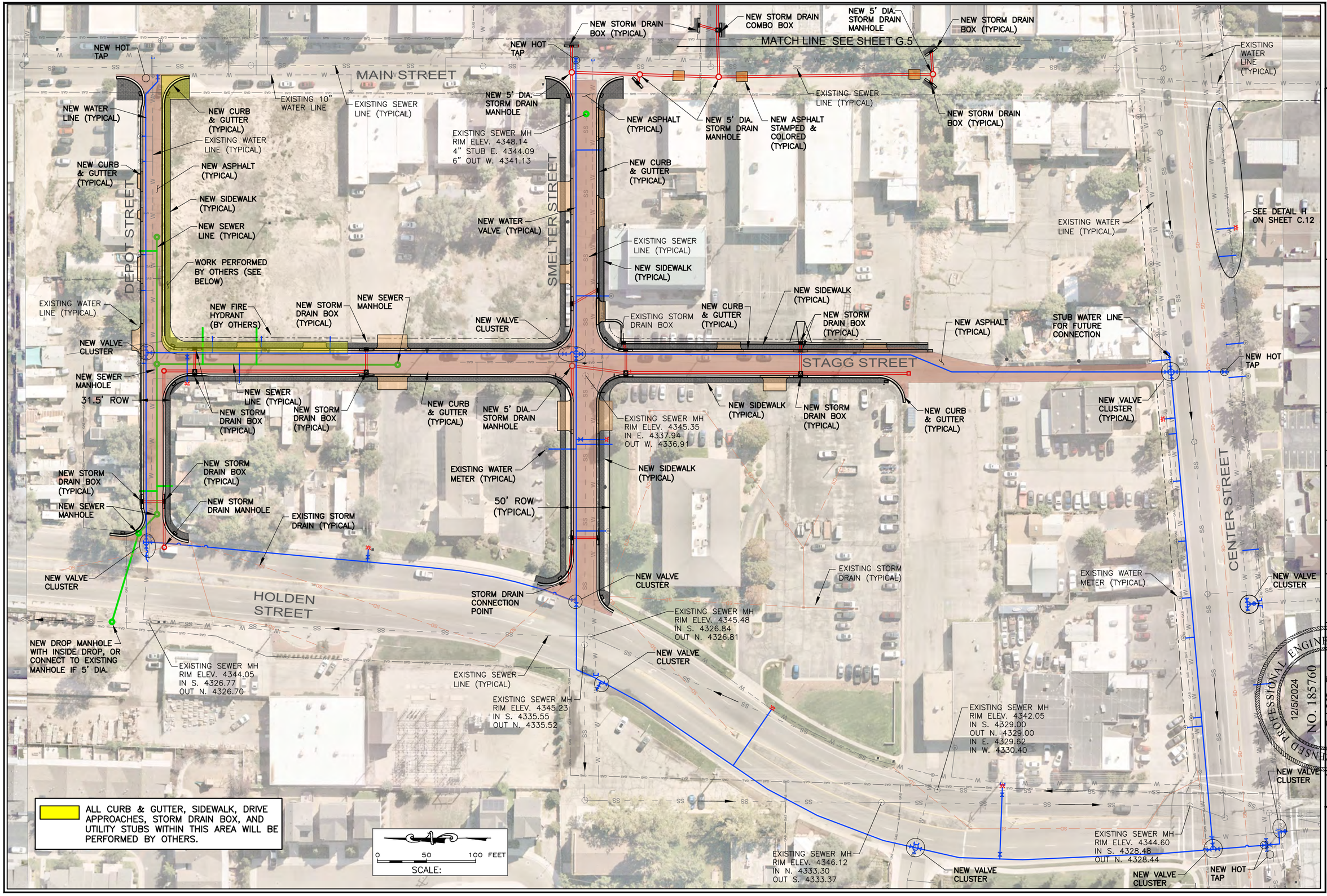

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS

PROJECT IMPROVEMENTS-WEST

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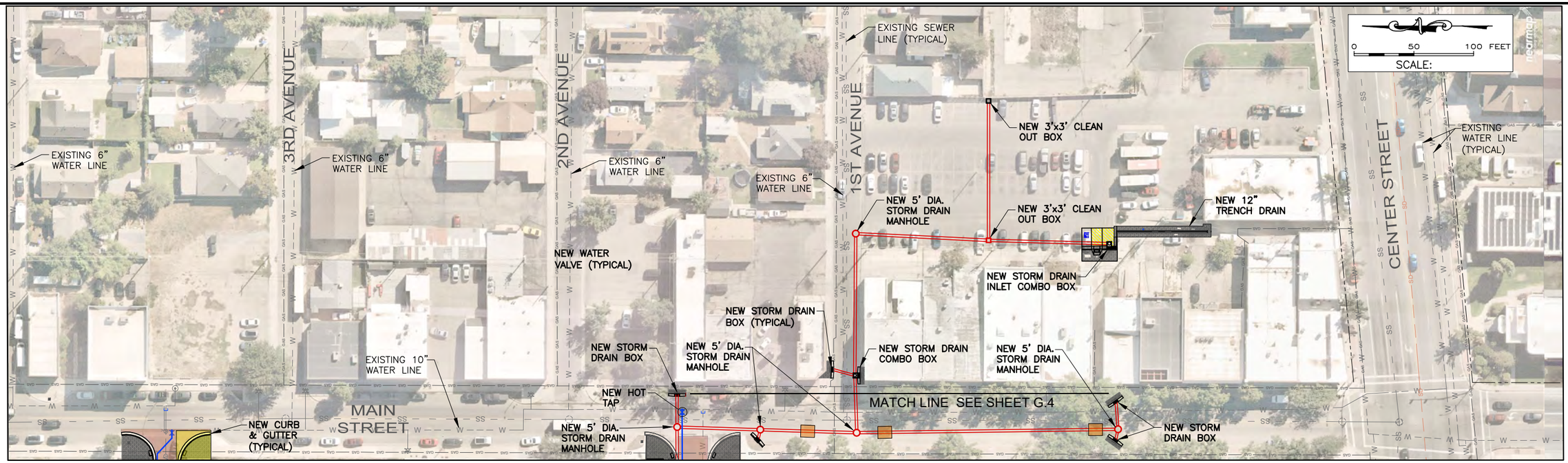
LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
STATE OF UTAH
NO. 185760
12/5/2024

SHEET NO.
G.4

PAUL HANSEN ENGINEERING & SURVEYING

SANDY, UTAH tel (801) 816-9119 fax (801) 816-9119 WWW.PAULHANSENASSOCIATES.COM



MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS

PROJECT IMPROVEMENTS-EAST

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SCALE
AS SHOWN
CONFIRM SCALE

LICENSED PROFESSIONAL ENGINEER
12/5/2024
NO. 185760
PAUL G. HANSEN
STATE OF UTAH

SHEET NO.
G.5

PAUL HANSEN ASSOCIATES
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9119 WWW.PAULHANSENASSOCIATES.COM

MAIN STREET

MATCH LINE SEE SHEET D.2

SEE PLAN A ON SHEET D.3

SEE PLAN B ON SHEET D.3 (BY OTHERS)

SMELTER STREET

DEMO CURB, GUTTER AND SIDEWALK FOR STORM DRAIN BOX

DEMO CURB, GUTTER, AND SIDEWALK AS SHOWN

DEMO CURB, GUTTER AND SIDEWALK FOR STORM DRAIN BOX

DEMO CURB, GUTTER, AND SIDEWALK AS SHOWN

DEMO EXISTING 6' CHAIN LINK FENCE SEE SHEET C.21

SALVAGE EXISTING ROLLING GATE SEE SHEET C.21

SALVAGE EXISTING ROLLING GATE SEE SHEET C.21

DEMO EXISTING STORM DRAIN BOX

STAGG STREET

DEPOT STREET

DEMO EXISTING STORM DRAIN BOX

DEMO CURB, GUTTER, SIDEWALK & EXISTING STORM DRAIN AS SHOWN

DEMO EXISTING STORM DRAIN BOX

DEMO CURB, GUTTER, SIDEWALK & EXISTING STORM DRAIN AS SHOWN

DEMO EXISTING STORM DRAIN BOX

DEMO EXISTING STORM DRAIN BOX

SEE PLAN C ON SHEET D.3

SEE PLAN D ON SHEET D.3

HOLDEN STREET

SMELTER STREET

DEMO CURB, GUTTER, AND SIDEWALK AS SHOWN

DEMO EXISTING STORM DRAIN BOX

NOTES:

1. LIMITS OF CONCRETE DEMOLITION AND REMOVAL SHALL BE FIELD MEASURED AND CONFIRMED WITH THE CITY AND MARKED IN THE FIELD PRIOR TO DEMOLITION.
2. ALL ASPHALT & BASE WITHIN THE ROADWAY RECONSTRUCTION AREA, INCLUDING ASPHALT REMOVAL FOR INSTALLATION OF NEW UTILITY PIPING AND STORM DRAIN FACILITIES, IS NOT SHOWN BUT SHALL BE REMOVED AS REQUIRED.

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS

DEMOLITION PLAN - WEST

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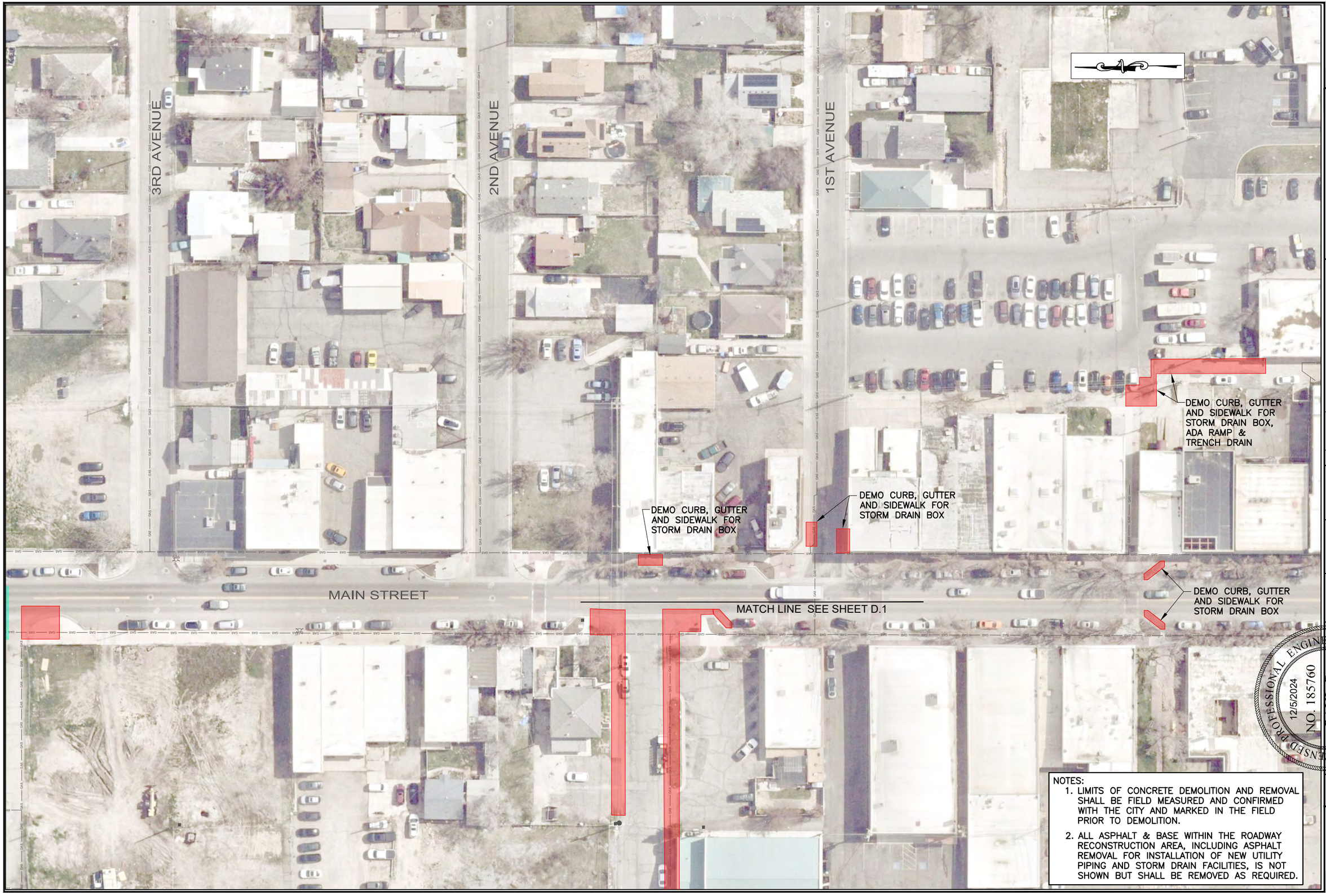
LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
12/5/2024
STATE OF UTAH

SHEET NO.
D.1

HANSEN ALLEN & LUCE
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9119 www.HANSENALLENLUCE.COM



NOTES:

1. LIMITS OF CONCRETE DEMOLITION AND REMOVAL SHALL BE FIELD MEASURED AND CONFIRMED WITH THE CITY AND MARKED IN THE FIELD PRIOR TO DEMOLITION.
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LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
STATE OF UTAH
12/5/2024

MIDVALE CITY
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ROADWAY & UTILITY
IMPROVEMENTS

DEMOLITION PLAN - EAST

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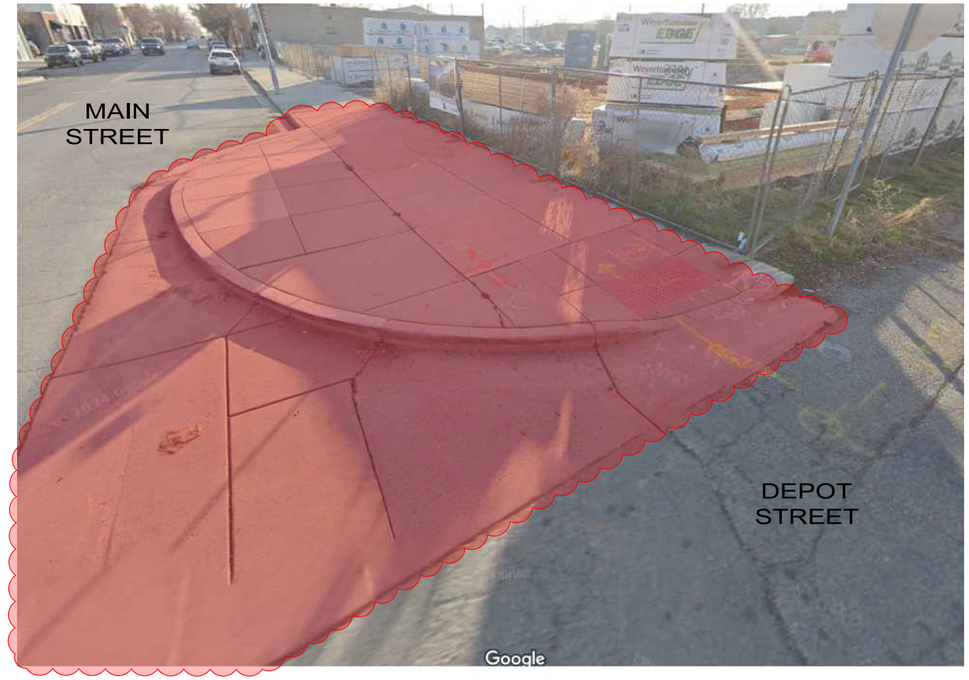
D.2

PAUL HANSEN ENGINEERING & CONSULTING
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9119 www.paulhansenassociates.com

DEMO PLAN A
NORTH WEST CORNER
DEPOT ST. & MAIN ST.
SEE SHEET C.1



DEMO PLAN B
SOUTH WEST CORNER
DEPOT ST. & MAIN ST.
SEE SHEET C.1
(BY OTHERS)

LIMITS OF CONCRETE DEMOLITION AND REMOVAL TO CONFIRMED WITH CITY AND MARKED IN THE FIELD.

DEMO PLAN C
NORTH EAST CORNER
DEPOT ST. & HOLDEN ST.
SEE SHEET C.1

DEMO PLAN D
SOUTH EAST CORNER
DEPOT ST. & HOLDEN ST.
SEE SHEET C.1

IMAGES: GOOGLE MAPS – STREET VIEW
FEBRUARY 2022 & DECEMBER 2023

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY
IMPROVEMENTS

DEMOLITION DETAILS

NO.	DATE	REVISIONS
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PAUL G. HANSEN
NO. 185760
12/5/2024
STATE OF UTAH

SHEET NO.
D.3

PAUL HANSEN ENGINEERING
IMAGE ENGINEERING, PHA
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9119 www.paulhansenassociates.com

J:\MIDVALE\2024 MIDVALE ROADWAY & UTILITY IMPROVEMENT PROJECT\CADFILES (MARCH 2024)\2024 ROADWAY UTILITY IMPROVEMENT (CURRENT FINAL12-03).DWG
12.3.2024 11:50:54 (JC)

STATION 0+00
5' DIA. DROP MANHOLE
MH #1
RIM ELEV. 4343.5
NEW 8" IN ELEV. 4334.49 (EAST)
EX. 18" IN ELEV. 4326.8± (SOUTH SEE NOTE)
EX. 18" OUT ELEV. 4326.8± (NORTH SEE NOTE)
N. 18,773.35
E. 19,428.05

DROP MANHOLE SEE DETAIL ON SHEET C.17

STATION 0+94.3
4' DIA. MANHOLE
MH #2
RIM ELEV. 4344.0
FL ELEV. 4335.32
N. 18,746.21
E. 19,518.40

STATION 1+21.3
4' DIA. MANHOLE
MH #3
RIM ELEV. 4343.6
FL ELEV. 4335.43
N. 18,727.47
E. 19,537.86

STATION 1+45
PROVIDE 4" SEWER LATERAL TO ROW (LEFT)

EQU. STATION DEPOT STREET SEWER LINE STATION 2+69.2= STATION 0+00 STAGG STREET SEWER LINE
5' DIA. MANHOLE
MH #4
RIM ELEV. 4343.8
FL ELEV. 4336.33
N. 18,727.62
E. 19,691.04

STATION 4+04.2
4' DIA. MANHOLE
MH #5
RIM ELEV. 4345.5
FL ELEV. 4336.87
N. 18,727.62
E. 19,820.67

STA. 1+00
STA. 2+00
STA. 3+00
STA. 4+00

DEPOT STREET

8" DEPOT STREET SEWER LINE

STATION 1+50
PROVIDE 4" SEWER LATERAL 2-FEET BEYOND ROW (RIGHT)

8" DEPOT STREET SEWER LINE

STATION 3+90
PROVIDE 4" SEWER LATERAL TO ROW (LEFT)

STAGG ST.

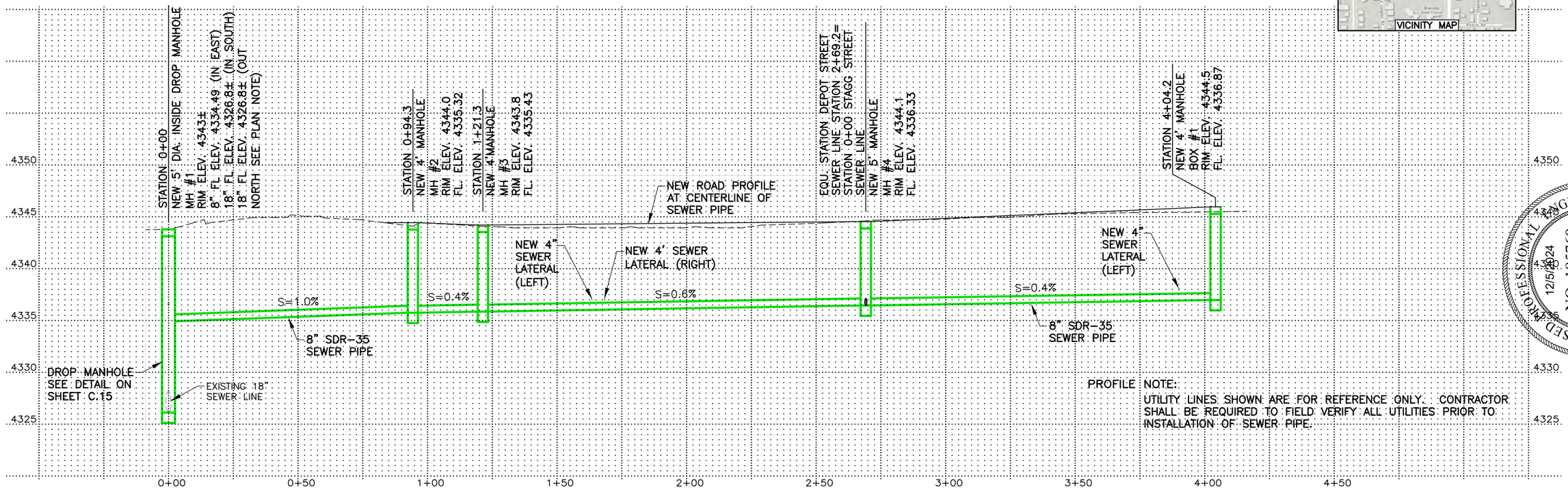
8" STAGG STREET SEWER LINE

STA.

NOTE:
THE ABOVE INFORMATION IS ESTIMATED BASED UPON AVAILABLE SURVEY DATA. CONTRACTOR SHALL POTHOLE & POSITIVELY IDENTIFY THE FLOW LINE ELEVATION & LOCATION OF THE EXISTING SEWER LINE PRIOR TO FABRICATION & INSTALLATION OF MANHOLE #1.

PP.1

VICINITY MAP



PROFILE NOTE:
UTILITY LINES SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR SHALL BE REQUIRED TO FIELD VERIFY ALL UTILITIES PRIOR TO INSTALLATION OF SEWER PIPE.

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS

SANITARY SEWER LINE
DEPOT STREET

NO.	DATE	REVISIONS
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SCALE
HORZ: 1"=20'
VERT: 1"=10'
CONFIRM SCALE

LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
12/5/2024
STATE OF UTAH

SHEET NO.
PP.1

HANSEN ALLEN & LUCE
SANDY, UTAH Tel (801) 816-9119 fax (801) 816-9175 www.hansenallenluce.com

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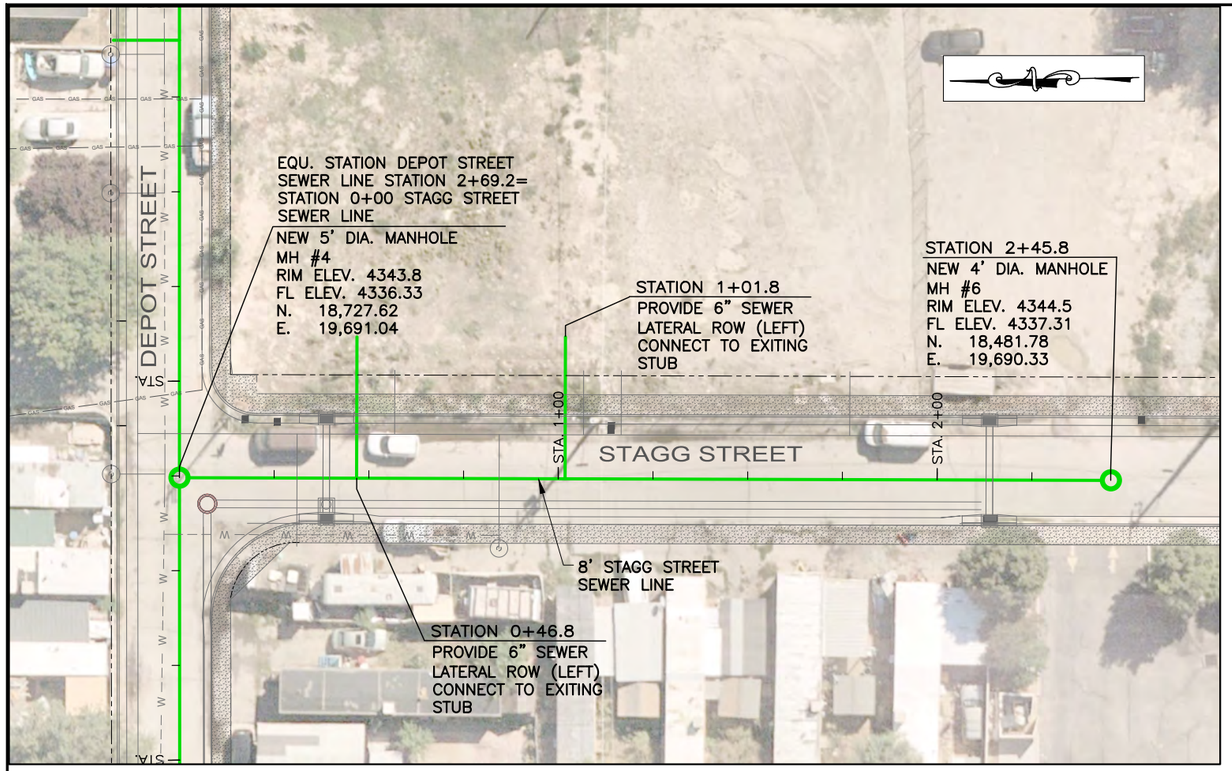
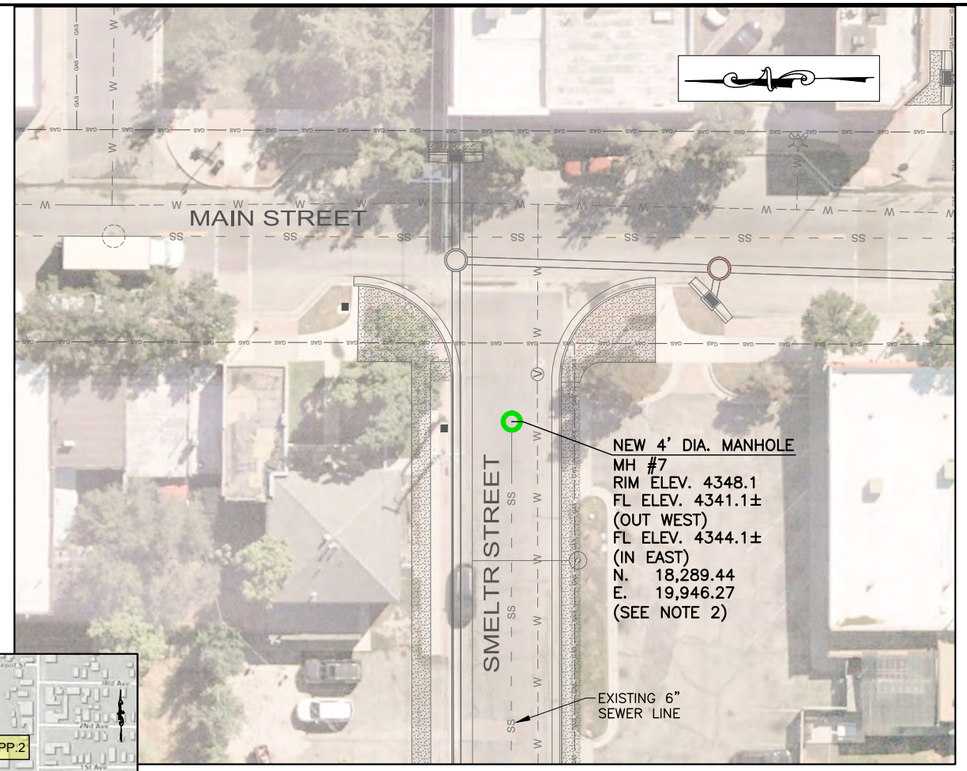
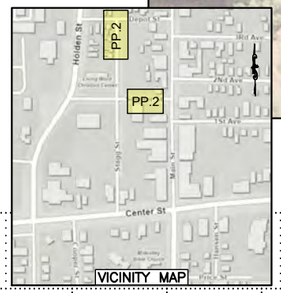
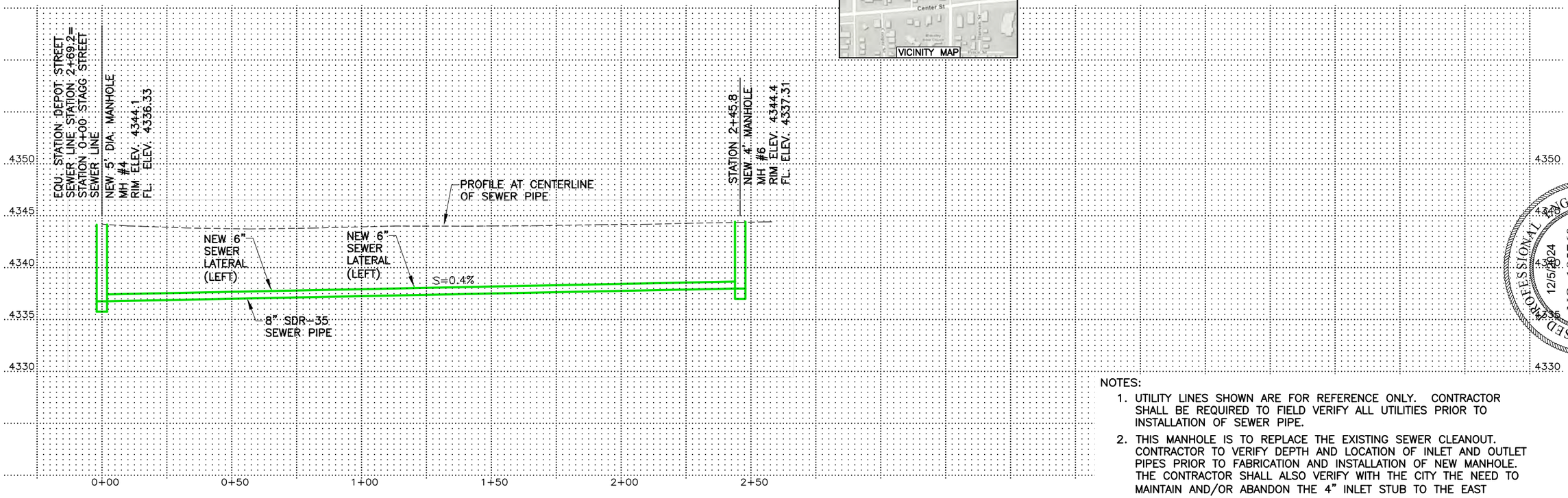


STAGG STREET SEWER LINE



SMELTER STREET CLEAN OUT
RE3PLACEMENT





NOTES:

1. UTILITY LINES SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR SHALL BE REQUIRED TO FIELD VERIFY ALL UTILITIES PRIOR TO INSTALLATION OF SEWER PIPE.
2. THIS MANHOLE IS TO REPLACE THE EXISTING SEWER CLEANOUT. CONTRACTOR TO VERIFY DEPTH AND LOCATION OF INLET AND OUTLET PIPES PRIOR TO FABRICATION AND INSTALLATION OF NEW MANHOLE. THE CONTRACTOR SHALL ALSO VERIFY WITH THE CITY THE NEED TO MAINTAIN AND/OR ABANDON THE 4" INLET STUB TO THE EAST

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY
IMPROVEMENTS
SANITARY SEWER LINE
STAGG STREET & SMELTER
CLEAN OUT REPLACEMENT

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HORZ: 1"=20'
VERT: 1"=10'
CONFIRM SCALE

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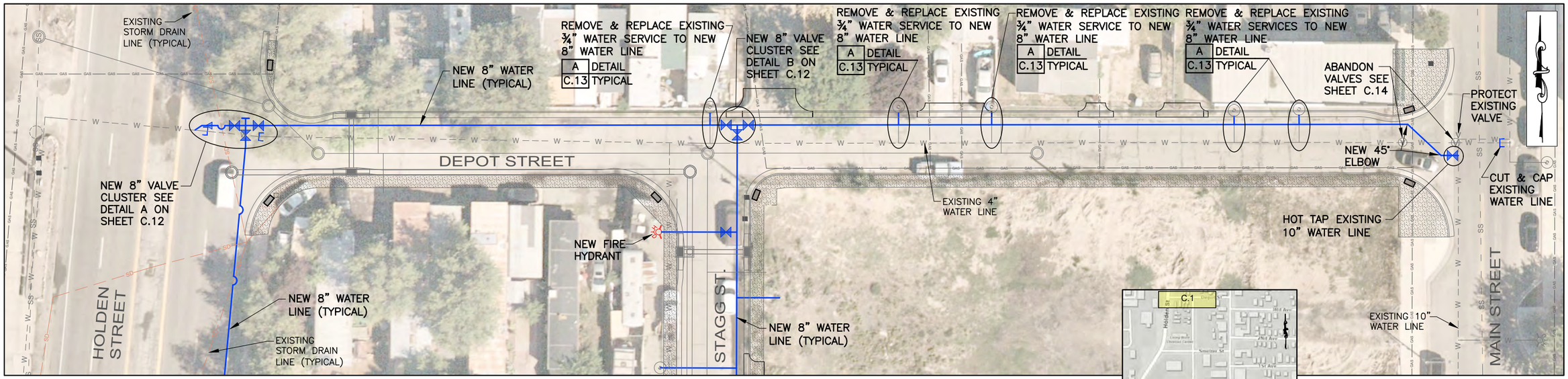
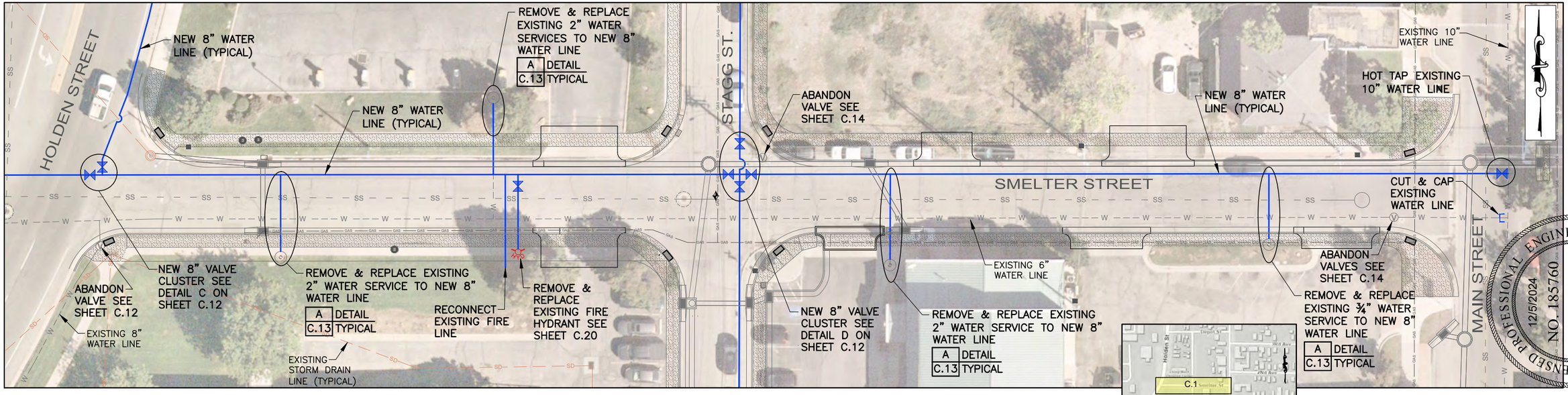
PROFESSIONAL ENGINEER
LICENSED
PAUL G. HANSEN
NO. 185760
12/5/2024
STATE OF UTAH

SHEET NO.
PP.2

HANSEN ALLEN & LUCE
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9116 www.hansenallenluce.com



WATER LINE PLAN
DEPOT STREET



WATER LINE PLAN
SMELTER STREET

NOTES:

1. THRUST BLOCKS ARE NOT SHOWN AND SHALL BE INSTALLED AT ALL BENDS, DEFLECTIONS, ETC.
2. UTILITY LINES SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR SHALL BE REQUIRED TO FIELD VERIFY ALL UTILITIES PRIOR TO INSTALLATION OF WATER PIPE.
3. CONTRACTOR SHALL POTHOLE ALL WATERLINE LOOPS AND UTILITY CONFLICTS TO CONFIRM DEPTH PRIOR TO WORK.

MIDVALE CITY
CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY
IMPROVEMENTS
WATER LINE PLAN
DEPOT STREET &
SMELTER STREET

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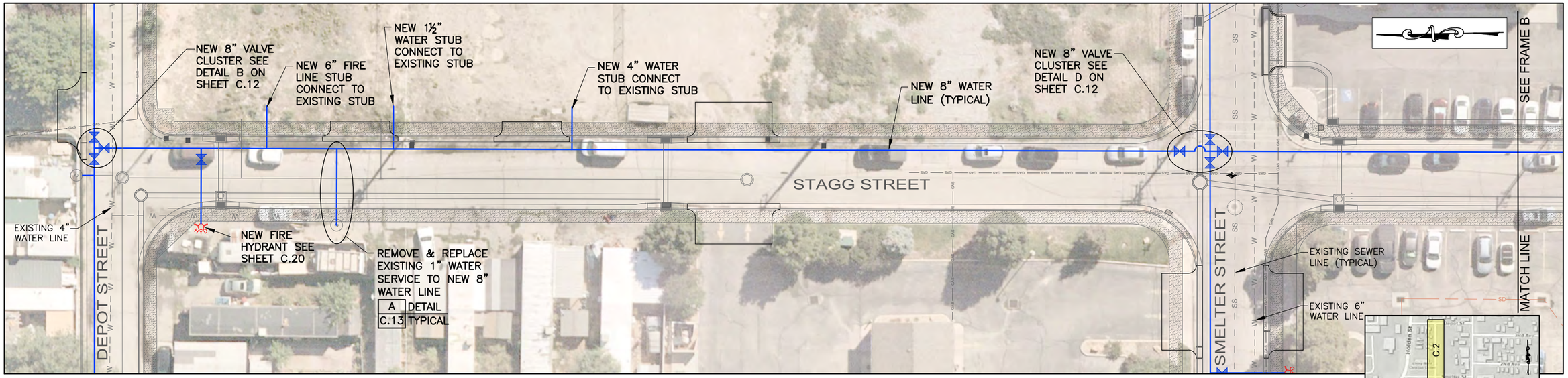
SCALE
1" = 20'
CONFIRM SCALE

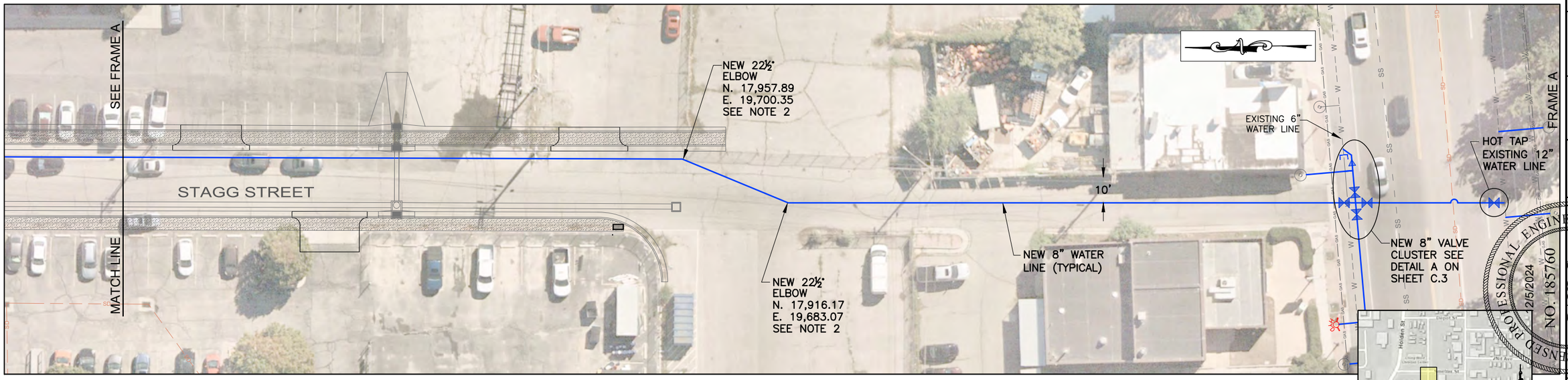
LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
STATE OF UTAH
12/5/2024

SHEET NO.
C.1

PAUL HANSEN ENGINEERING & ASSOCIATES
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9119 WWW.PAULHANSENASSOCIATES.COM



WATER LINE PLAN
STAGG STREET
NORTH OF SMELTER
FRAME A



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1. THRUST BLOCKS ARE NOT SHOWN AND SHALL BE INSTALLED AT ALL BENDS, DEFLECTIONS, ETC.
2. UTILITY LINES SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR SHALL BE REQUIRED TO FIELD VERIFY ALL UTILITIES PRIOR TO INSTALLATION OF WATER PIPE.
3. CONTRACTOR SHALL POTHOLE ALL WATERLINE LOOPS AND UTILITY CONFLICTS TO CONFIRM DEPTH PRIOR TO WORK.

WATER LINE PLAN
STAGG STREET
SOUTH OF SMELTER
FRAME B

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS

WATER LINE PLAN
STAGG STREET

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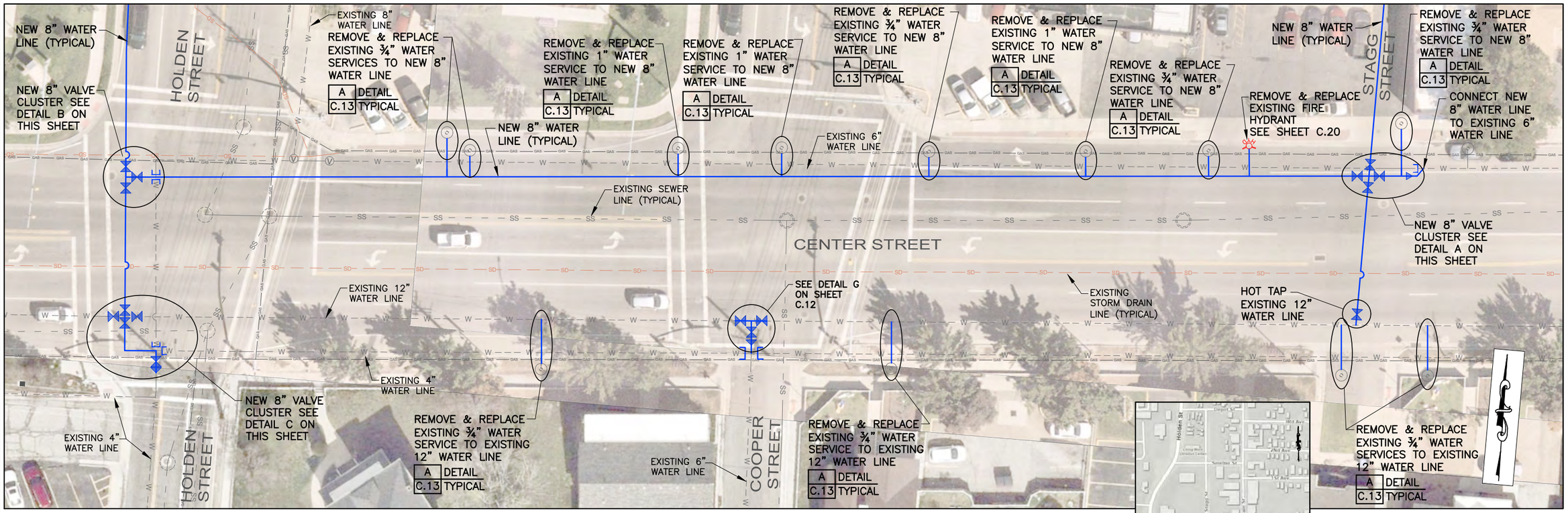
1" = 20'
CONFIRM SCALE

PAUL G. HANSEN
LICENSED PROFESSIONAL ENGINEER
STATE OF UTAH
NO. 185760
12/5/2024

SHEET NO.
C.2

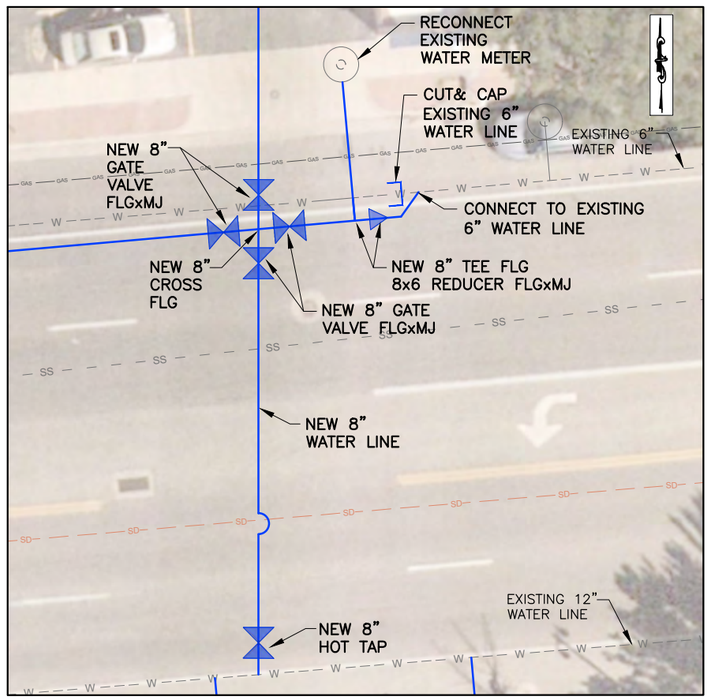
PAUL HANSEN ENGINEERING ASSOCIATES
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9119 www.paulhansenassociates.com



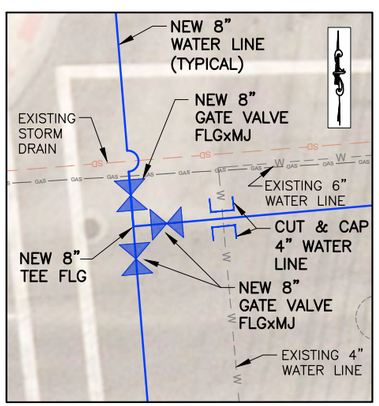
WATER LINE PLAN
CENTER STREET
1" = 20'

NOTES:

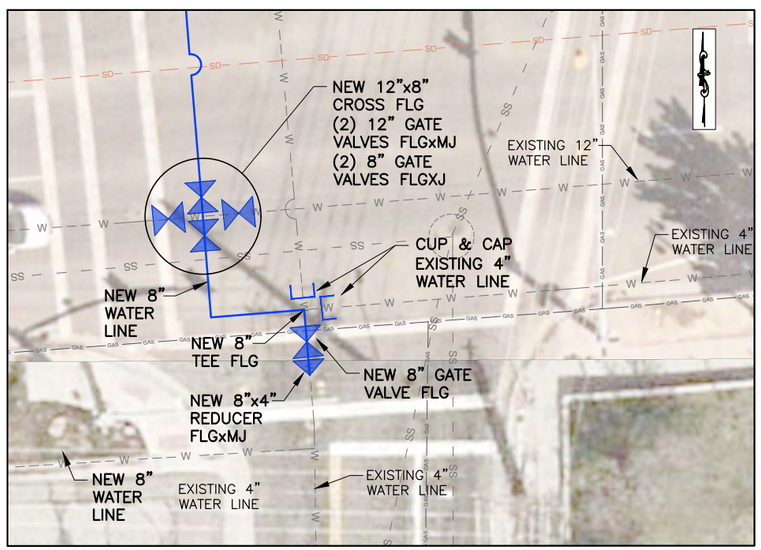
1. THRUST BLOCKS ARE NOT SHOWN AND SHALL BE INSTALLED AT ALL BENDS, DEFLECTIONS, ETC.
2. UTILITY LINES SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR SHALL BE REQUIRED TO FIELD VERIFY ALL UTILITIES PRIOR TO INSTALLATION OF WATER PIPE.
3. CONTRACTOR SHALL POTHOLE ALL WATERLINE LOOPS AND UTILITY CONFLICTS TO CONFIRM DEPTH PRIOR TO WORK.



DETAIL A
NOT TO SCALE



DETAIL B
NOT TO SCALE



DETAIL C
NOT TO SCALE

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS

WATER LINE PLAN
CENTER STREET

NO.	DATE	REVISIONS
1		
2		
3		
4		

DESIGNED DRB
DRAFTED DRB
CHECKED PGH
DATE DEC. 2024
FILE PATH: IMAGE ENGINEERING\PHA\MIDVALE\2024 MIDVALE ROADWAY & UTILITY IMPROVEMENT PROJECT\CADFILES (MARCH 2024)\2024 ROADWAY UTILITY IMPROVEMENT (CURRENT FINAL12-23).DWG 12.5.2024 1:15:04 (JC)

CONFIRM SCALE
BAR IS ONE INCH ON SCALED DRAWING. IF NOT ONE INCH ON THIS SHEET, DRAWING IS NOT SCALED AS SHOWN

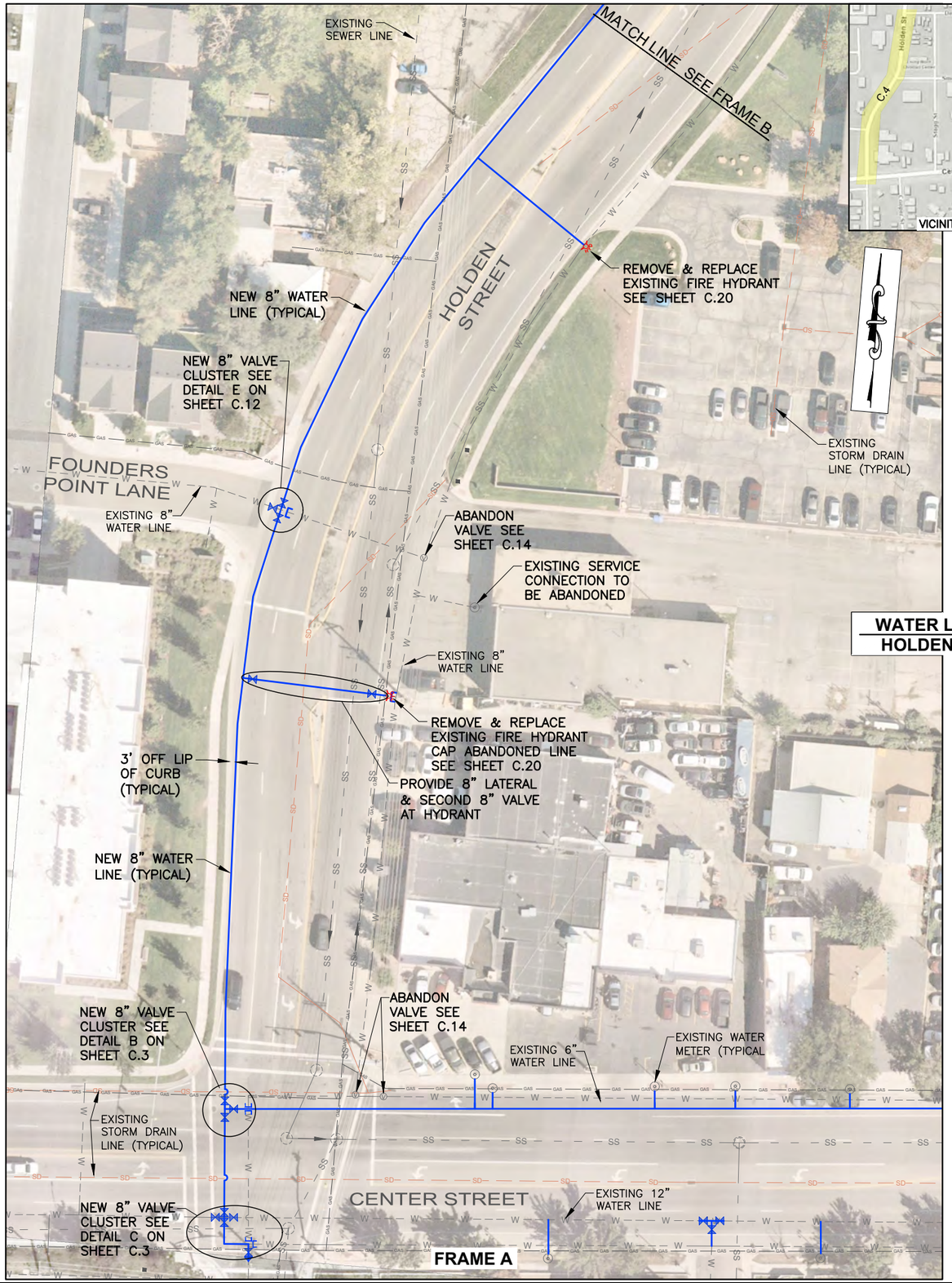
SCALE
AS SHOWN
CONFIRM SCALE

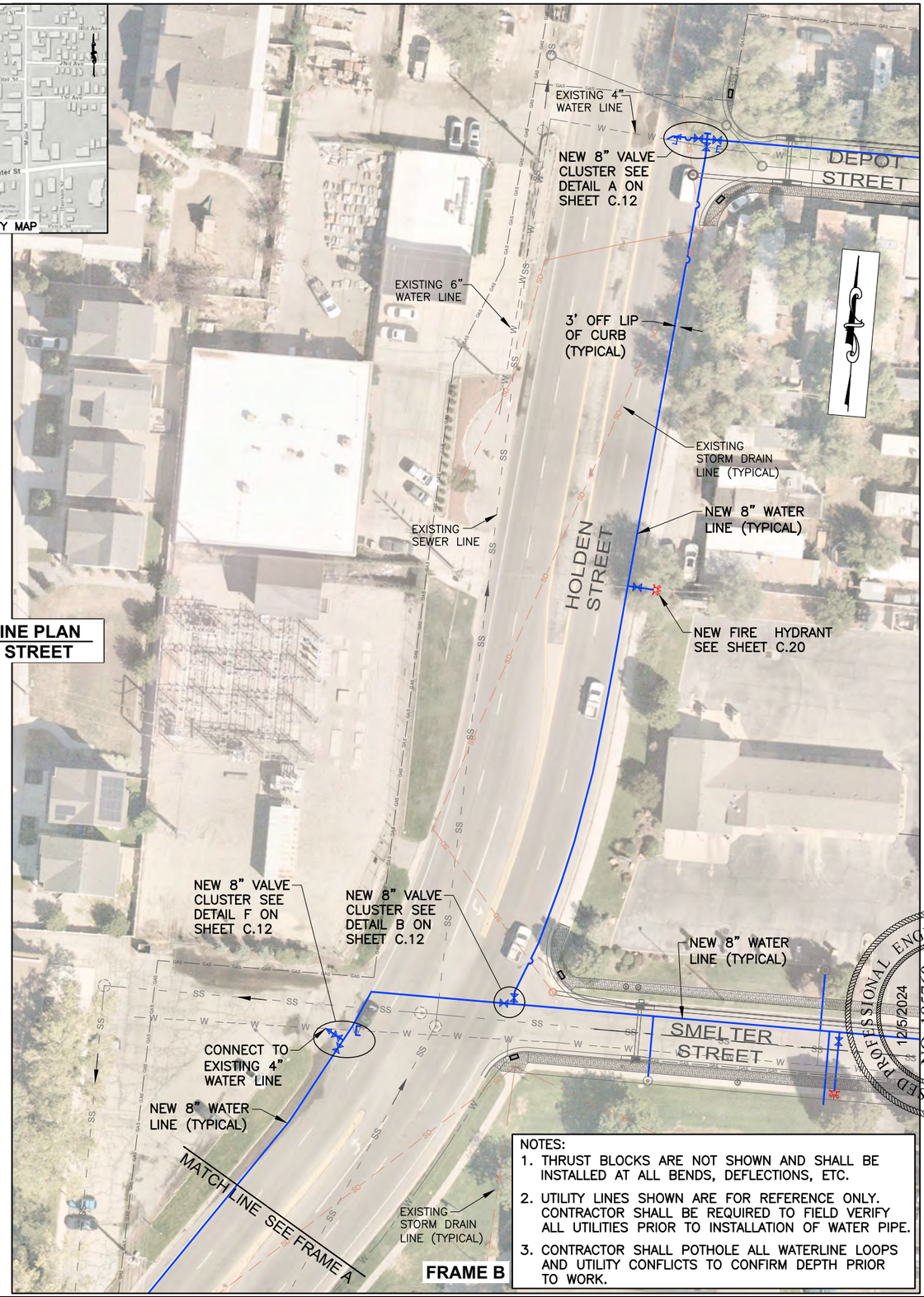
LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
12/5/2024
STATE OF UTAH

SHEET NO.
C.3

PAUL HANSEN ENGINEERS ASSOCIATES
SANDY, UTAH Tel (801) 816-9119 fax (801) 816-9119 WWW.PAULHANSENASSOCIATES.COM

WATER LINE PLAN
HOLDEN STREET





NOTES:
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2. UTILITY LINES SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR SHALL BE REQUIRED TO FIELD VERIFY ALL UTILITIES PRIOR TO INSTALLATION OF WATER PIPE.
3. CONTRACTOR SHALL POTHOLE ALL WATERLINE LOOPS AND UTILITY CONFLICTS TO CONFIRM DEPTH PRIOR TO WORK.

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS

WATER LINE PLAN HOLDEN STREET

NO.	DATE	REVISIONS
1		
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DESIGNED DRB
DRAFTED DRB
CHECKED PGH
DATE DEC. 2024
FILE PATH: IMAGE ENGINEERING,PHA\MIDVALE\2024 MIDVALE ROADWAY & UTILITY IMPROVEMENT PROJECT\CADFILES (MARCH 2024)\2024 ROADWAY UTILITY IMPROVEMENT (CURRENT FINAL12-03).DWG 12/5/2024 11:50:04 (JC)

CONFIRM SCALE
BAR IS ONE INCH ON SCALED DRAWING. IF NOT ONE INCH ON THIS SHEET, DRAWING IS NOT SCALED AS SHOWN

SCALE
NOT TO SCALE
CONFIRM SCALE

LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
STATE OF UTAH
12/5/2024

SHEET NO.
C.4

IMAGE ENGINEERING & SURVEYING ASSOCIATES.COM
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9119

CENTER STREET

HOLDEN STREET

SHEET C.4

MATCH LINE - SHEET C.4

CUT & CAP EXISTING 4" WATER LINE

EXISTING 4" WATER LINE

PROVIDE 8"x4" TEE (FLG), 4" GATE VALVE (FLGxMJ) CONNECT TO EXISTING 4" WATER LINE

EXISTING 4" WATER LINE

NEW 8" WATER LINE

REMOVE & REPLACE EXISTING ¾" WATER SERVICE TO NEW 8" WATER LINE (TYPICAL)

A	DETAIL
C.13	TYPICAL

REMOVE & RELOCATE EXISTING FIRE HYDRANT SEE SHEET C.20

REMOVE & REPLACE EXISTING ¾" WATER SERVICE TO NEW 8" WATER LINE (TYPICAL)

A	DETAIL
C.13	TYPICAL

CUT & CAP EXISTING 4" WATER LINE

CONNECT TO EXISTING 8" WATER LINE

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS

HOLDEN STREET SOUTH

NO.	DATE	REVISIONS
1	6/10/2025	ADDITIONAL WATER LINE & SERVICES

DESIGNED DRB
DRAFTED DRB
CHECKED PGH
DATE DEC. 2024

CONFIRM SCALE
BAR IS ONE INCH ON SCALED DRAWING. IF NOT ONE INCH ON THIS SHEET, DRAWING IS NOT SCALED AS SHOWN.

SCALE
1" = 25'
CONFIRM SCALE

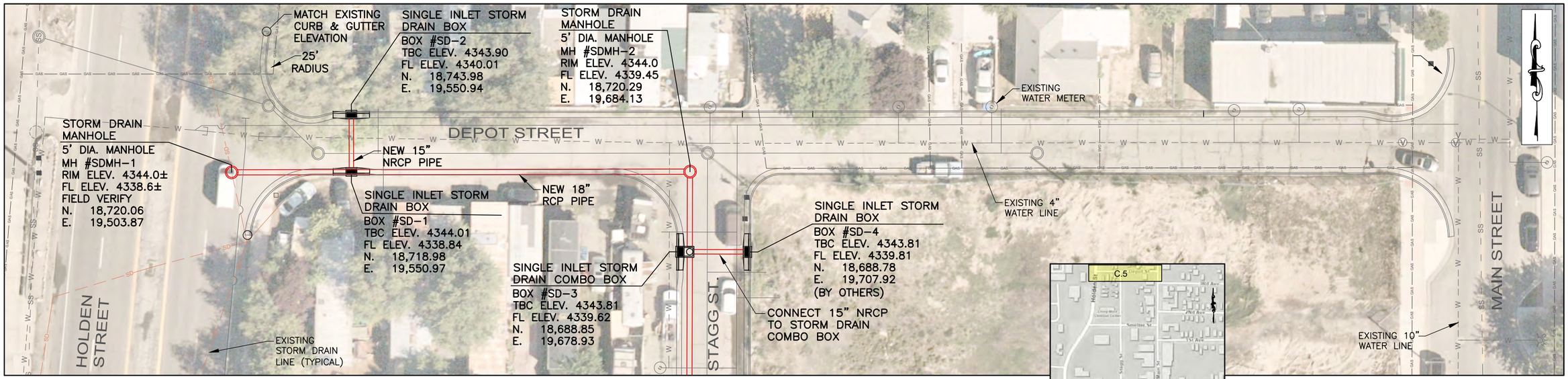
LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
STATE OF UTAH
6/17/2025

SHEET NO.
C.4.1

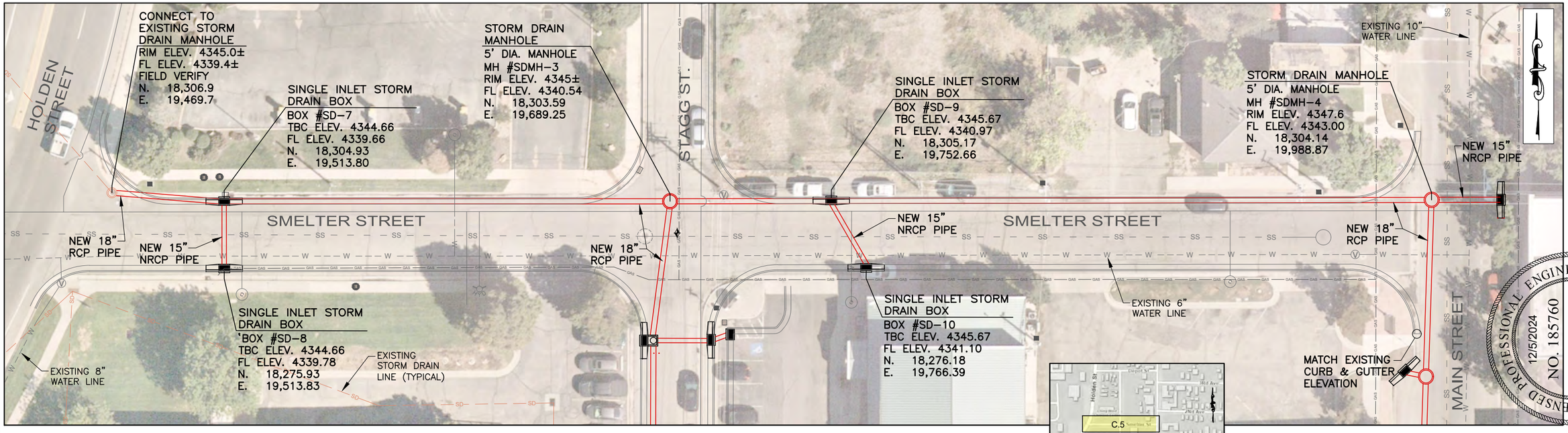
PAUL HANSEN & ASSOCIATES

SANDY, UTAH tel (801) 816-9119 fax (801) 816-9178 WWW.PAULHANSENASSOCIATES.COM

I:\MIDVALE\ROADWAY & UTILITY IMPROVEMENT\PROJECT\CADFILES\[MPGH 2024]2024 ROADWAY UTILITY IMPROVEMENT (CURRENT FINAL 12-09).DWG
8/12/2025 1:43:38 PM (MT)



DEPOT STREET PLAN
STORM DRAIN PLAN



SMELTER STREET PLAN
STORM DRAIN PLAN

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS
STORM DRAIN PLAN
DEPOT STREET & SMELTER STREET

NO.	DATE	REVISIONS
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DESIGNED DRB
DRAFTED DRB
CHECKED PGH
DATE DEC. 2024
FILE PATH IMAGE ENGINEERING\PHA\MIDVALE\2024 MIDVALE ROADWAY & UTILITY IMPROVEMENT PROJECT\CADFILES (MARCH 2024)\2024 ROADWAY UTILITY IMPROVEMENT (CURRENT FINAL12-03).DWG 12/5/2024 11:50:54 (JC)

CONFIRM SCALE
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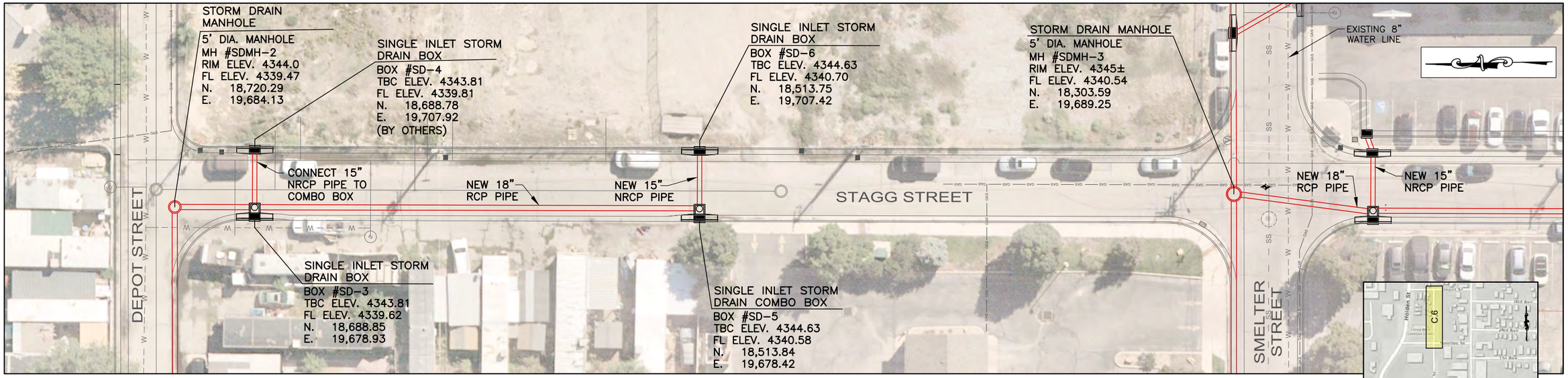
SCALE
1" = 20'
CONFIRM SCALE

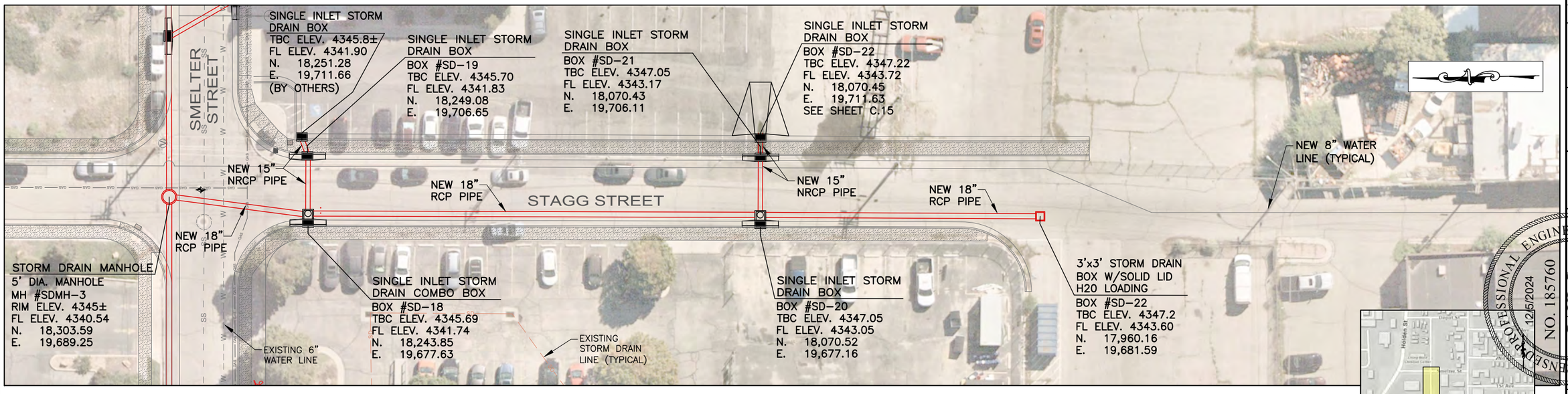
LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
STATE OF UTAH
12/5/2024

SHEET NO.
C.5

PAUL HANSEN & ASSOCIATES
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9119 www.paulhansenassociates.com



STAGG STREET NORTH
STORM DRAIN PLAN



STAGG STREET SOUTH
STORM DRAIN PLAN

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS

STORM DRAIN PLAN
STAGG STREET

NO.	DATE	REVISIONS
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DESIGNED DRB
DRAFTED DRB
CHECKED PGH
DATE DEC. 2024
FILE PATH IMAGE ENGINEERING\PHA\MIDVALE\2024 MIDVALE ROADWAY & UTILITY IMPROVEMENT PROJECT\CADFILES (MARCH 2024)\2024 ROADWAY UTILITY IMPROVEMENT (CURRENT FINAL12-03).DWG 12/5/2024 11:50:04 (JC)

CONFIRM SCALE
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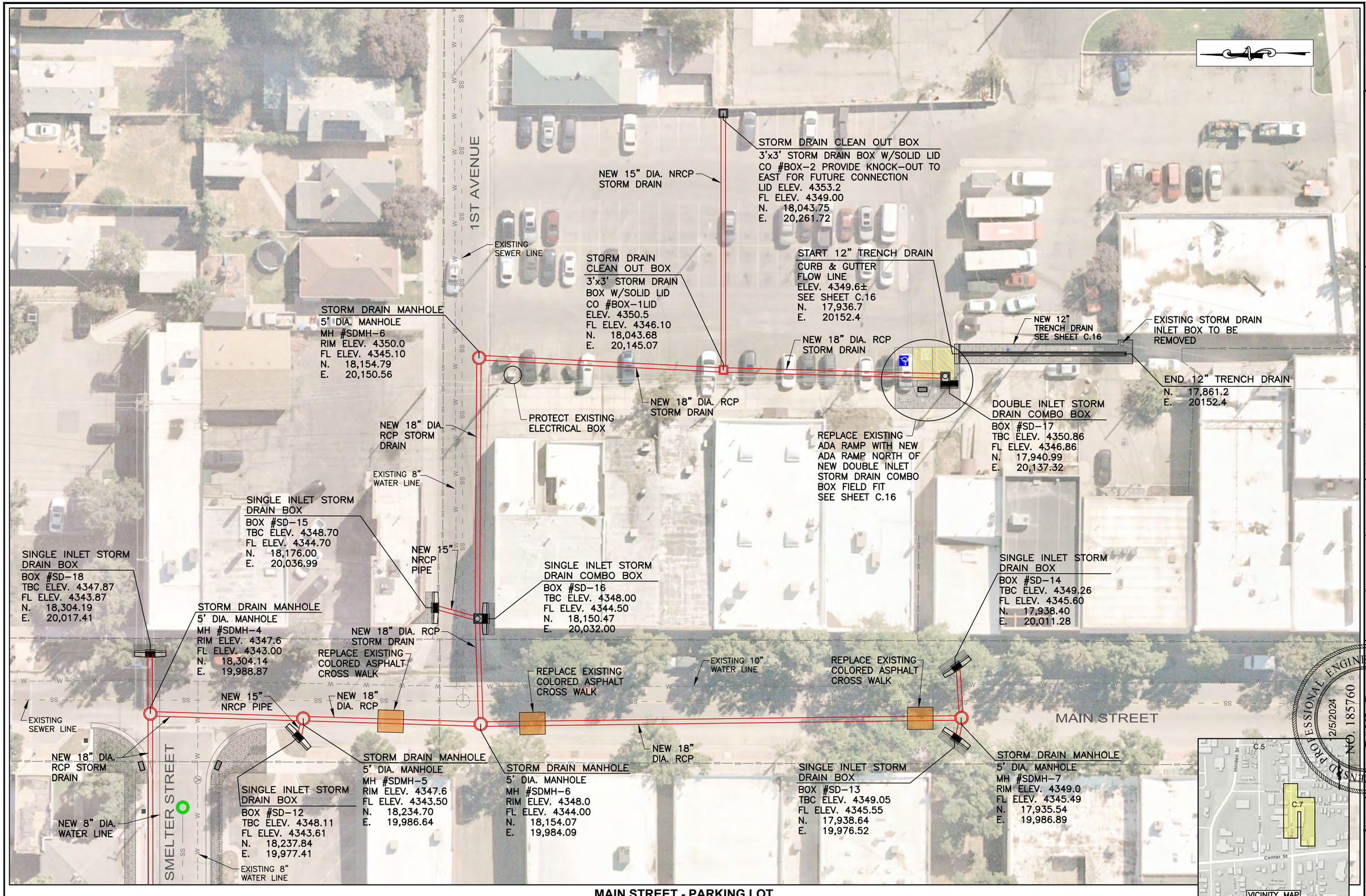
SCALE
1" = 20'
CONFIRM SCALE

PROFESSIONAL ENGINEER
LICENSED
PAUL G. HANSEN
NO. 185760
STATE OF UTAH
12/5/2024

SHEET NO.
C.6

PAUL HANSEN ENGINEERING ASSOCIATES
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9119 www.paulhansenassociates.com



MAIN STREET - PARKING LOT
STORM DRAIN PLAN

MIDVALE CITY

CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS
STORM DRAIN PLAN
MAIN STREET, 1ST AVENUE & PARKING LOT

NO.	DATE	REVISIONS
1		
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DESIGNED DRB
DRAFTED DRB
CHECKED PGH
DATE DEC. 2024
FILE PATH: IMAGE: ENGINEERING\VPHA\MIDVALE\2024 MIDVALE ROADWAY & UTILITY IMPROVEMENT PROJECT\CADFILES (MARCH 2024)\2024 ROADWAY UTILITY IMPROVEMENT (CURRENT FINAL12-23).DWG 12.5.2024 11:50:54 (JC)

CONFIRM SCALE
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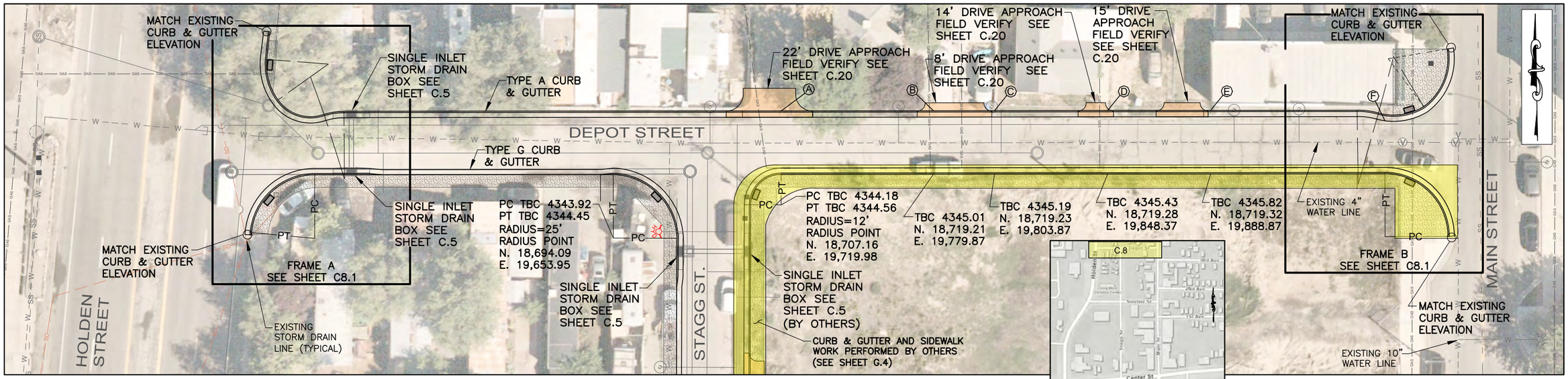
SCALE
1" = 20'
CONFIRM SCALE

PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
STATE OF UTAH
LICENSED
12/5/2024

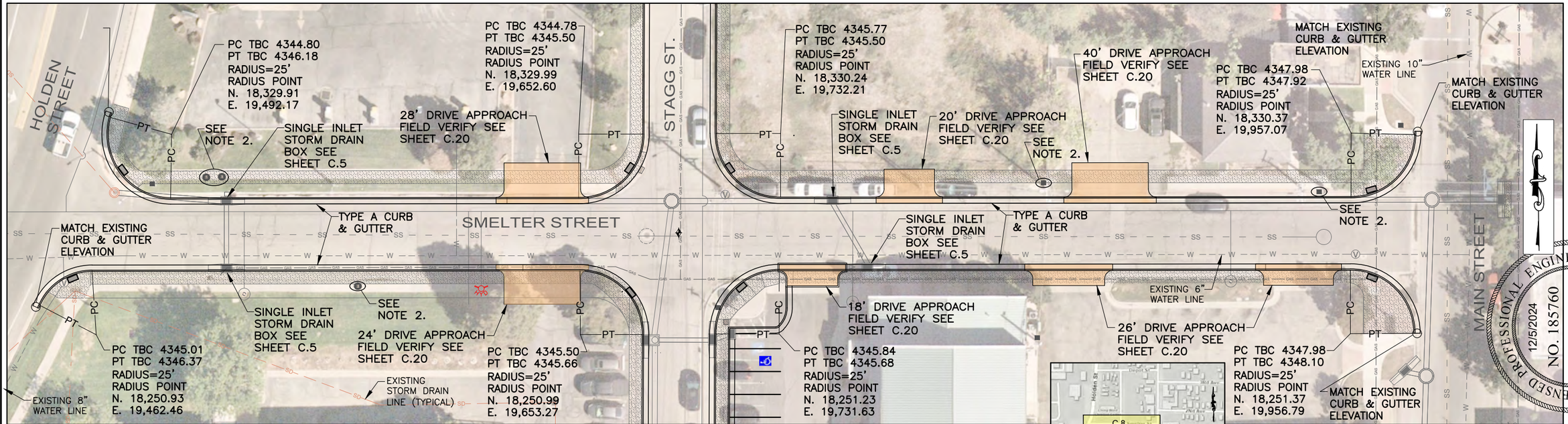
SHEET NO.
C.7

HANSEN ALLEN & LUCE
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9179 www.hansenallenluce.com



DEPOT STREET PLAN
CURB & GUTTER PLAN

NORTH DEPOT STREET CURB & GUTTER			
POINT	TBC ELEVATION	NORTHING	EASTING
A	4344.61	18,744.12	19,719.99
B	4344.90	18,744.19	19,779.88
C	4345.02	18,744.21	19,803.88
D	4345.49	18,744.26	19,848.36
E	4345.84	18,744.31	19,888.87
F	4346.73	18,742.74	19,957.42



SMELTER STREET PLAN
CURB & GUTTER PLAN

NOTES:

1. DRIVE APPROACHES SHALL BE PER APWA STANDARD (SEE SHEET C.20) TO BEST MATCH EACH LOCATIONS REQUIREMENT AND TO MAINTAIN ADA ACCESS.
2. CONTRACTOR SHALL ADJUST UTILITIES THAT LIE WITHIN THE NEW SIDEWALK TO THE NEW SIDEWALK GRADE, AND SHALL BE ADA COMPLIANT.
3. UTILITY LINES SHOWN ARE FOR REFERENCE ONLY.

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS
CURB AND GUTTER PLAN
DEPOT STREET & SMELTER STREET

REVISIONS

NO.	DATE
1	
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DESIGNED DRB
DRAFTED DRB
CHECKED PGH
DATE DEC. 2024
FILE PATH: I:\MIDVALE\2024 MIDVALE ROADWAY & UTILITY IMPROVEMENT PROJECT\CADFILES (MARCH 2024)\2024 ROADWAY UTILITY IMPROVEMENT (CURRENT FINAL12-03).DWG 12/5/2024 11:50:54 (C)

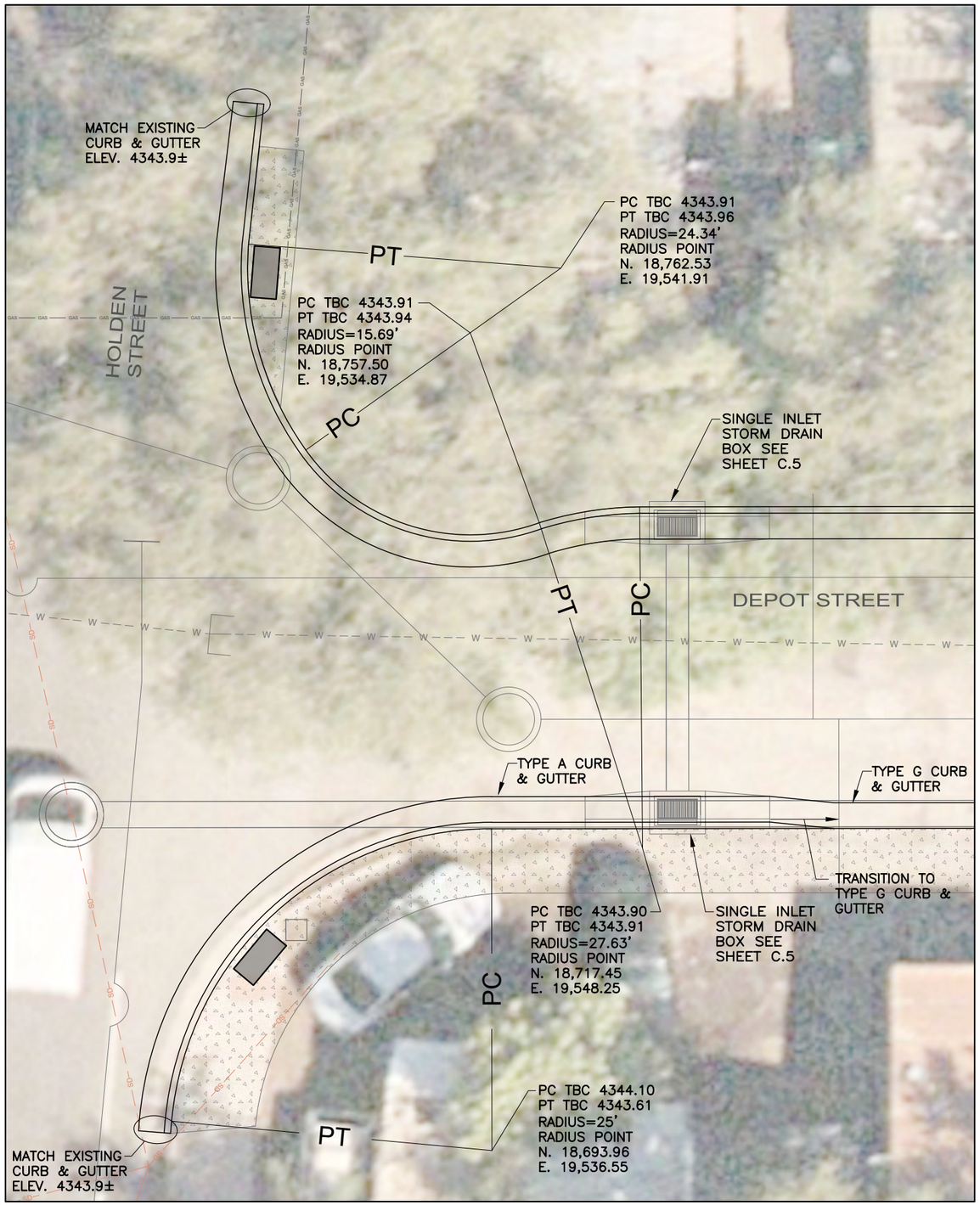
CONFIRM SCALE
BAR IS ONE INCH ON SCALED DRAWING. IF NOT ONE INCH ON THIS SHEET, DRAWING IS NOT SCALED AS SHOWN

SCALE 1" = 20'
CONFIRM SCALE

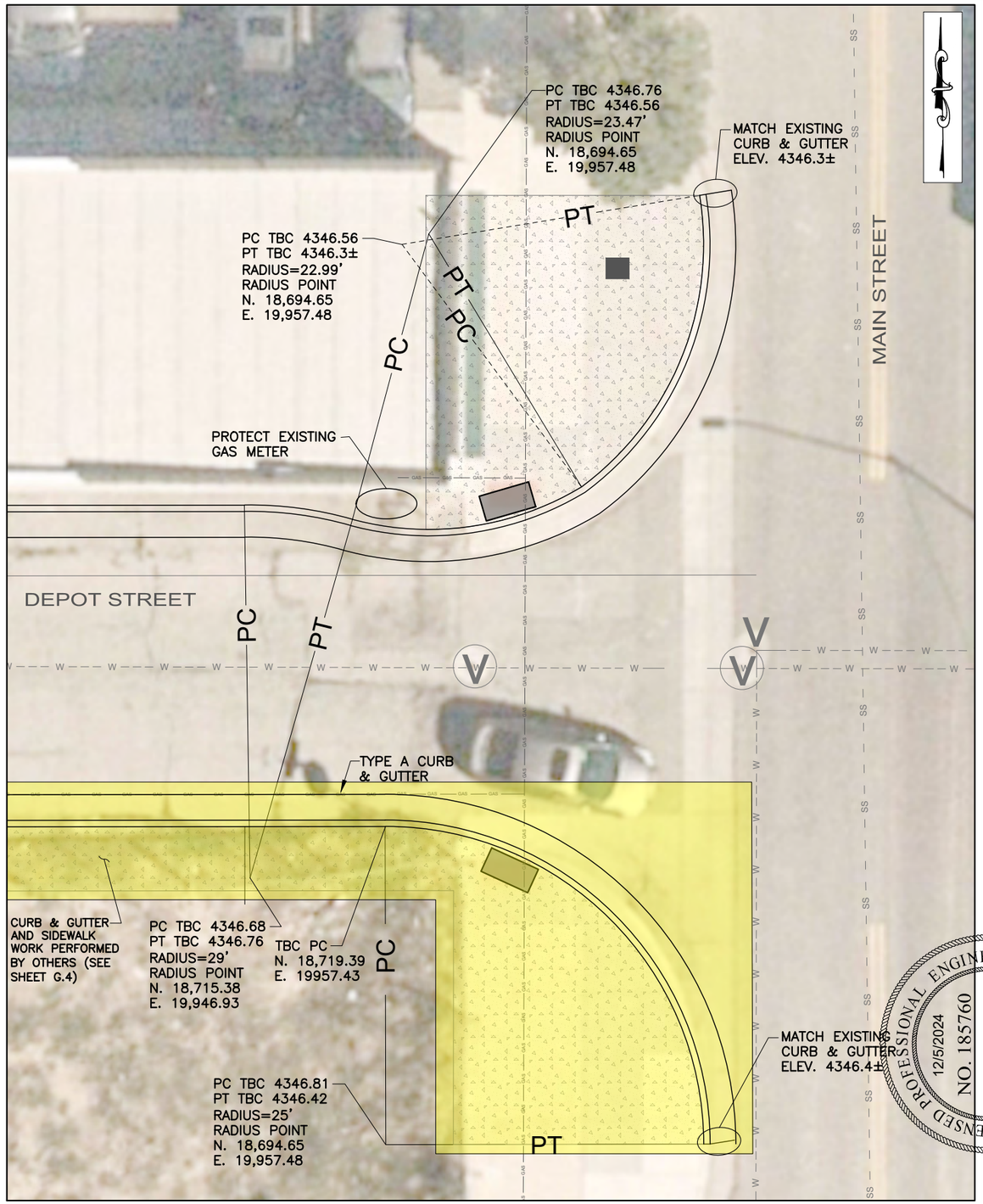
LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
STATE OF UTAH
12/5/2024

SHEET NO.
C.8

IMAGE ENGINEERING, PHA
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9119
WWW.PAULHANSENASSOCIATES.COM



FRAME A
DEPOT STREET
AT HOLDEN STREET



FRAME B
DEPOT STREET
AT MAIN STREET

MIDVALE CITY
CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY
IMPROVEMENTS

CURB AND GUTTER DETAIL

NO.	DATE	REVISIONS
1	12/5/2024	
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DESIGNED DRB
DRAFTED DRB
CHECKED PGH
DATE DEC. 2024
FILE PATH: IMAGE ENGINEERING\PHK\MIDVALE\2024 MIDVALE ROADWAY & UTILITY IMPROVEMENT PROJECT\CADFILES (MARCH 2024)\2024 ROADWAY UTILITY IMPROVEMENT (CURRENT FINAL12-03).DWG 12/5/2024 11:50:04 (C)

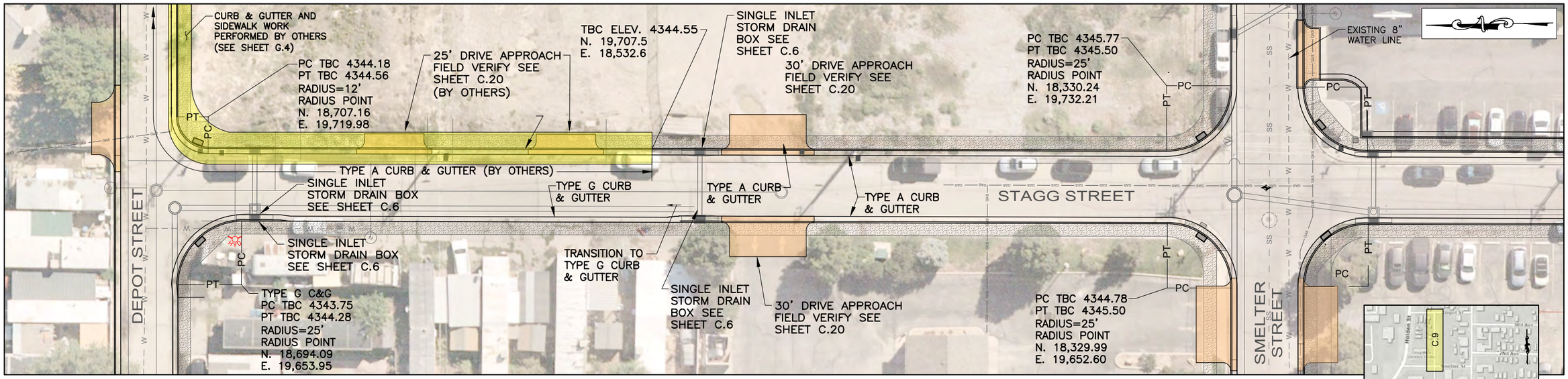
CONFIRM SCALE
BAR IS ONE INCH ON SCALED DRAWING. IF NOT ONE INCH ON THIS SHEET, DRAWING IS NOT SCALED AS SHOWN

SCALE
1" = 10'
CONFIRM SCALE

LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
STATE OF UTAH
12/5/2024
PAUL HANSEN ENGINEERING & SURVEYING ASSOCIATES.COM

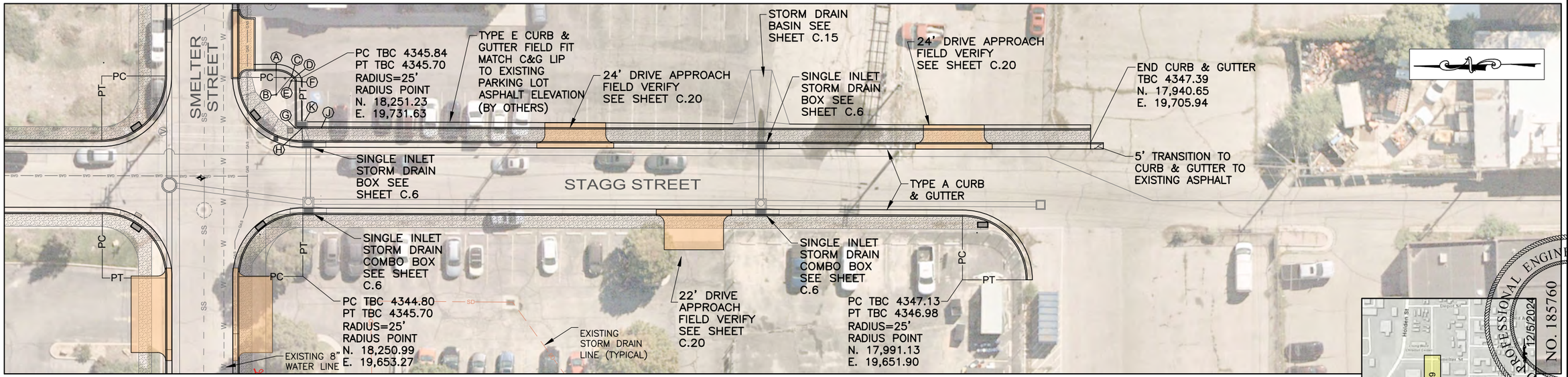
SHEET NO.
C.8.1

PAUL HANSEN ENGINEERING & SURVEYING
SANDY, UTAH Tel (801) 816-9119 fax (801) 816-9119



NOTE:
DRIVE APPROACHES SHALL BE PER APWA STANDARD (SEE SHEET C.20) TO BEST MATCH EACH LOCATION REQUIREMENT AND TO MAINTAIN ADA ACCESS.

STAGG STREET NORTH
CURB & GUTTER PLAN



BIG MOUNTAIN BARBELL CURB & GUTTER					
POINT	RADIUS POINT	NORTHING	EASTING	TBC ELEVATION	RADIUS
A		18,261.52	19,734.30	4346.27	
B	YES	18,261.52	19,724.80		9'-6"
C		18,255.41	19,732.07	4346.45	
D		18,254.59	19,731.39	4346.41	
E	YES	18,255.57	19,730.23		1'-6"
F		18,254.06	19,730.24	4346.42	
G		18,253.93	19,711.66	4346.29	
H		18,251.28	19,711.66	4346.30	
J		18,243.74	19,711.63	4346.32	
K	SINGLE INLET STORM DRAIN BOX (SEE POINT "H" & SHEET C.6)				

STAGG STREET SOUTH
CURB & GUTTER PLAN

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS

CURB AND GUTTER PLAN
STAGG STREET

REVISIONS			
NO.	DATE		
1			
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DESIGNED DRB
DRAFTED DRB
CHECKED PGH
DATE DEC. 2024
FILE PATH:

CONFIRM SCALE
BAR IS ONE INCH ON SCALED DRAWING. IF NOT ONE INCH ON THIS SHEET, DRAWING IS NOT SCALED AS SHOWN

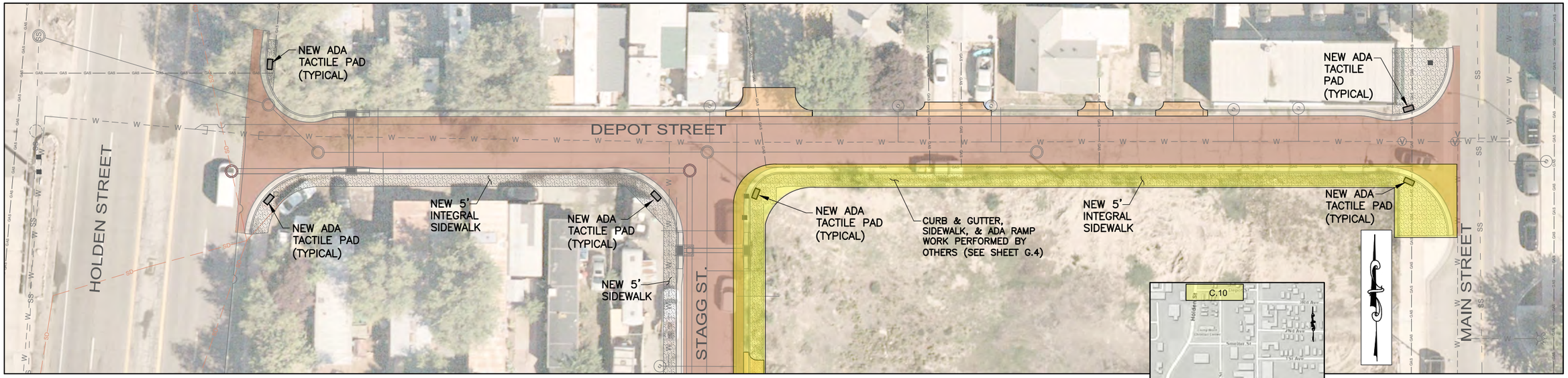
SCALE
1" = 20'
CONFIRM SCALE

LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
STATE OF UTAH
12/5/2024

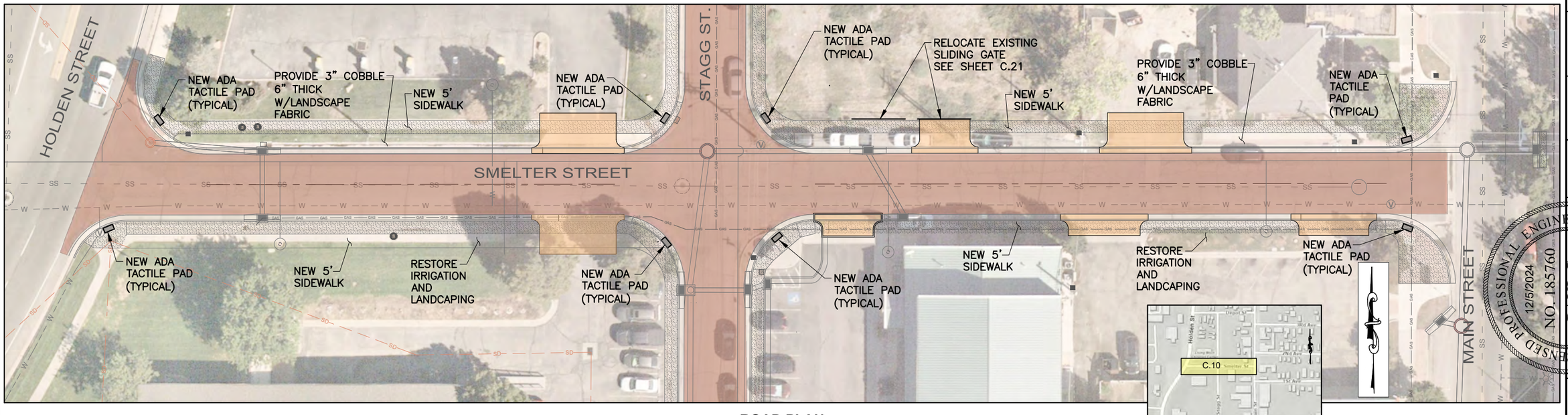
SHEET NO.
C.9

HANSEN ENGINEERING & SURVEYING ASSOCIATES.COM
SANDY, UTAH Tel (801) 816-9119 fax (801) 816-9119

IMAGE ENGINEERING\PHA\MIDVALE\2024 MIDVALE ROADWAY & UTILITY IMPROVEMENT PROJECT\CADFILES (MARCH 2024)\2024 ROADWAY UTILITY IMPROVEMENT (CURRENT FINAL12-03).DWG 12.5.2024 11:50:04 (C)



ROAD PLAN
DEPOT STREET



ROAD PLAN
SMELTER STREET

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS
ROAD PLAN
DEPOT STREET & SMELTER STREET

NO.	DATE	REVISIONS
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DESIGNED DRB
DRAFTED DRB
CHECKED PGH
DATE DEC. 2024
FILE PATH

CONFIRM SCALE
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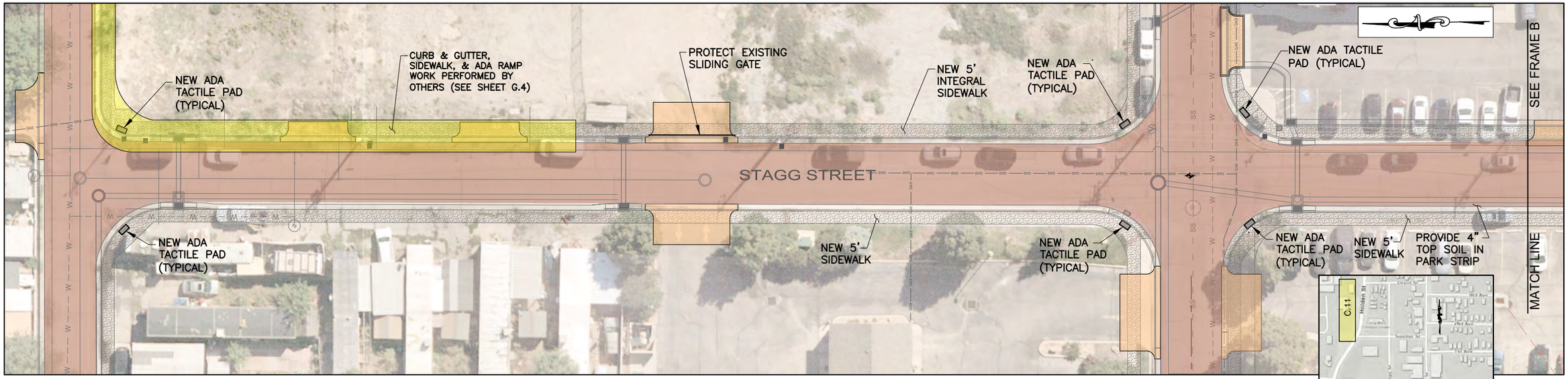
SCALE
1" = 20'
CONFIRM SCALE

PAUL G. HANSEN
LICENSED PROFESSIONAL ENGINEER
STATE OF UTAH
NO. 185760
12/5/2024

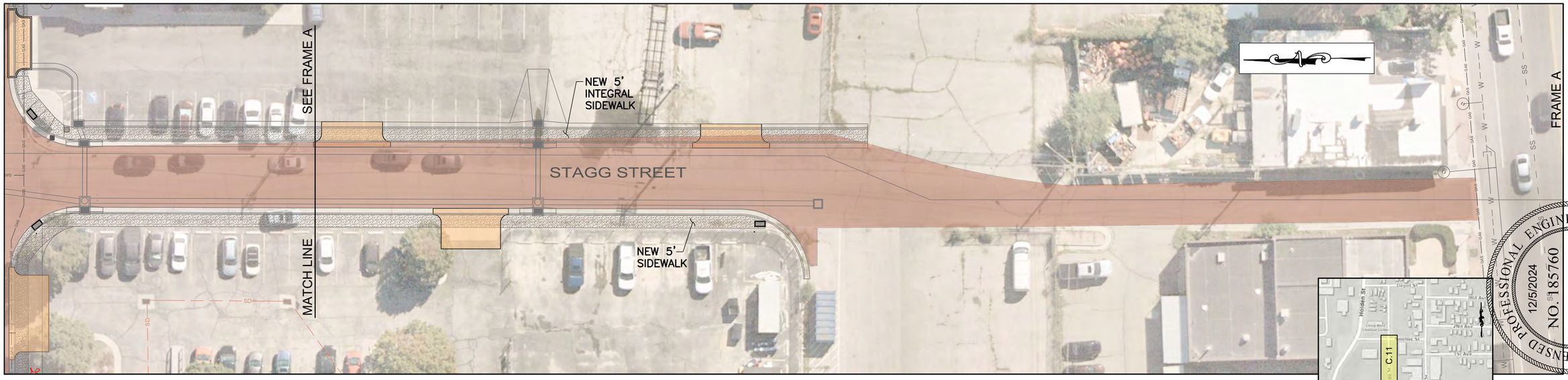
SHEET NO.
C.10

PAUL HANSEN ASSOCIATES
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9119 www.paulhansenassociates.com

IMAGE ENGINEERING\PHA\MIDVALE\2024 MIDVALE ROADWAY & UTILITY IMPROVEMENT PROJECT\CADFILES (MARCH 2024)\2024 ROADWAY UTILITY IMPROVEMENT (CURRENT FINAL12-03).DWG
12.5.2024 1:15:04 (C)



ROAD PLAN
STAGG STREET
NORTH OF SMELTER
FRAME A



ROAD PLAN
STAGG STREET
SOUTH OF SMELTER
FRAME B

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS

ROAD PLAN
STAGG STREET

NO.	DATE	REVISIONS
4		
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DESIGNED DRB
DRAFTED DRB
CHECKED PGH
DATE DEC. 2024
FILE PATH

CONFIRM SCALE
BAR IS ONE INCH ON SCALED DRAWING. IF NOT ONE INCH ON THIS SHEET, DRAWING IS NOT SCALED AS SHOWN

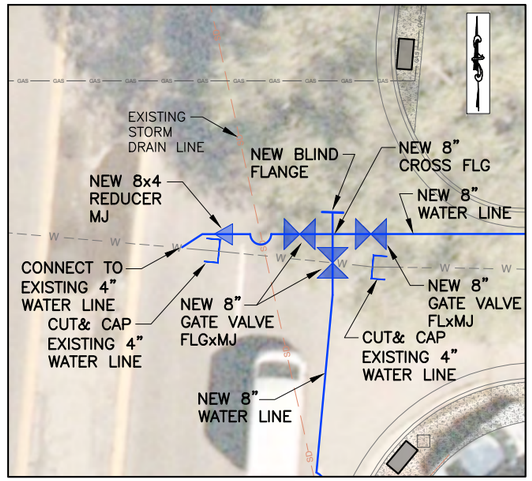
SCALE
1" = 20'
CONFIRM SCALE

LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
STATE OF UTAH
12/5/2024

SHEET NO.
C.11

PAUL HANSEN ENGINEERING ASSOCIATES
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9119 www.paulhansenassociates.com

IMAGE ENGINEERING\PHA\MIDVALE\2024 MIDVALE ROADWAY & UTILITY IMPROVEMENT PROJECT\CADFILES (MARCH 2024)\2024 ROADWAY UTILITY IMPROVEMENT (CURRENT FINAL12-03).DWG
12.5.2024 11:50:04 (C)



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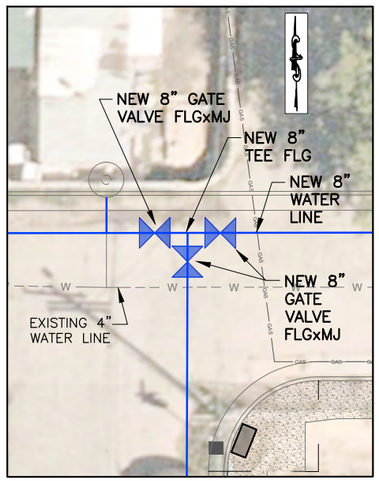

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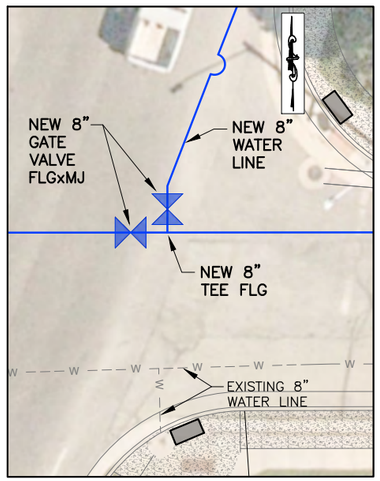
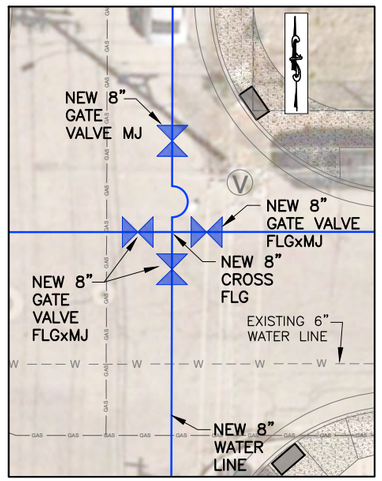
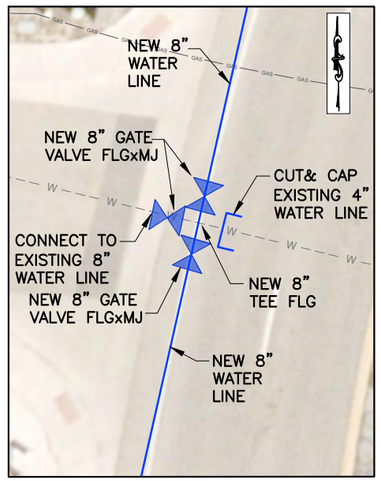
DEPOT & STAGG
NOT TO SCALE



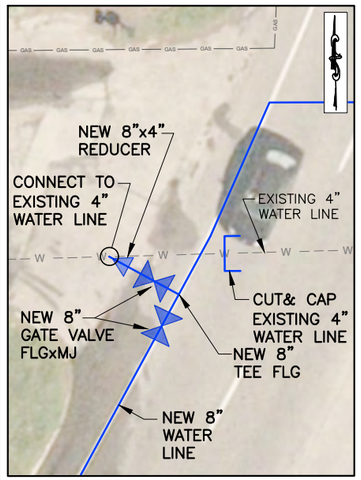
DETAIL C
HOLDEN AND SMELTER
(EAST SIDE)
NOT TO SCALE



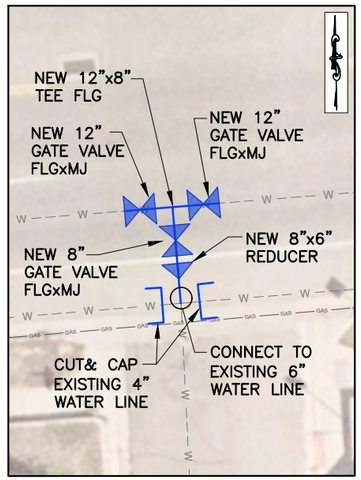
DETAIL D
SMELTER AND STAGG
NOT TO SCALE



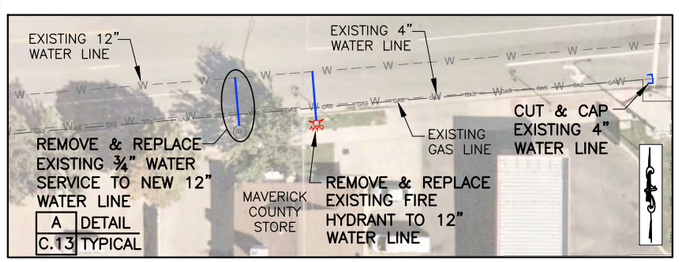
DETAIL E
SMELTER AND
FOUNDERS POINT LANE
NOT TO SCALE



DETAIL F
HOLDEN AND SMELTER
(WEST SIDE)
NOT TO SCALE



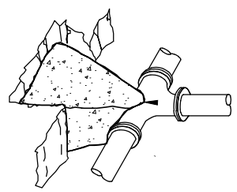
DETAIL G
CENTER AND COOPER
(SOUTH SIDE)
NOT TO SCALE



DETAIL H
WATER SERVICE & FIRE HYDRANT REMOVE
& REPLACE CENTER AND MAIN STREET
(SOUTH SIDE)
NOT TO SCALE

NOTES:

1. THRUST BLOCKS ARE NOT SHOWN AND SHALL BE INSTALLED AT ALL BENDS, DEFLECTIONS, ETC.
2. UTILITY LINES SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR SHALL BE REQUIRED TO FIELD VERIFY ALL UTILITIES PRIOR TO INSTALLATION OF WATER PIPE.
3. CONTRACTOR SHALL POTHOLE ALL WATERLINE LOOPS AND UTILITY CONFLICTS TO CONFIRM DEPTH PRIOR TO WORK.



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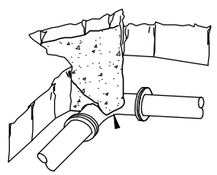

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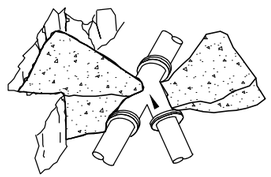

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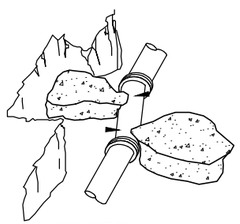
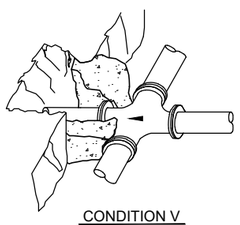
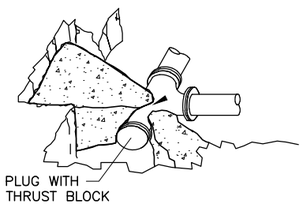


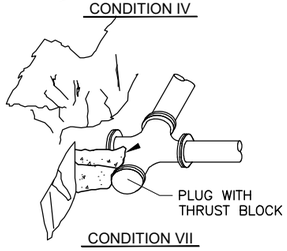
CONDITION IV



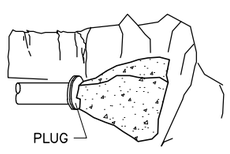
CONDITION V



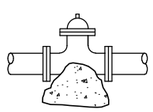
CONDITION VI



CONDITION VII



CONDITION VII



VALVE ANCHOR REQUIRED FOR VALVES 12" AND LARGER

VALVE ANCHOR
12" & LARGER

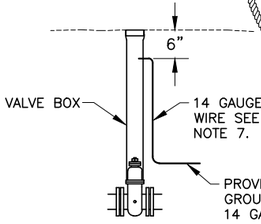
THRUST BLOCK BEARING AREA IN SQ. FEET

PIPE SIZE (IN.)	CONDITION							
	I	II	III	IV	V	VI	VII	VIII
4	2.6	3.3	2.6	1.3	1.3	2.0	3.3	2.6
6	4.6	6.5	3.9	2.0	2.6	3.3	6.5	4.6
8	7.8	11.0	5.9	3.3	3.9	5.9	11.0	7.8
10	12.4	17.5	9.8	5.2	6.5	9.1	17.5	12.4
12	17.5	24.8	13.6	7.8	9.1	12.3	24.8	17.5
14	24.0	33.8	18.2	9.7	12.3	16.9	33.8	24.0
16	31.1	44.0	23.8	12.7	15.5	23.2	44.0	31.1
20	48.6	68.8	37.2	19.8	24.2	36.6	68.8	48.6
24	89.8	90.1	48.8	24.9	–	–	–	–

NOTES:

1. ALL THRUST BLOCK BEARING FACES SHALL BE POURED AGAINST UNDISTURBED SOIL OR APPROVED COMPACTED BACKFILL.
2. CONCRETE SHALL BE CLASS 6.0–B–3000.
3. ALL THRUST BLOCK SIDES SHALL BE FORMED.
4. CALCULATED ON 225 LB. TEST PRESSURE AND ALLOWABLE BEARING PRESSURE OF 2000 LBS. PER SQUARE FOOT.
5. IN POORER SOILS SPECIAL DESIGN IS REQUIRED.
6. USE MJ DUCTILE IRON RESTRAINED GLANDS AND CONCRETE THRUST BLOCKS.
7. PROVIDE HANDLEY BOX (OR APPROVED EQUAL) FOR TRACER WIRE, WHERE VALVE BOX SPACING EXCEEDS 400'.

TYPICAL SECTION THROUGH
THRUST BLOCK



INSULATED COPPER WIRE
AT VALVE BOX

TYPICAL THRUST BLOCKING
DETAILS

LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
12/5/2024
STATE OF UTAH

MIDVALE CITY
CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY
IMPROVEMENTS

WATER DETAILS

NO.	DATE	REVISIONS
1		
2		
3		
4		

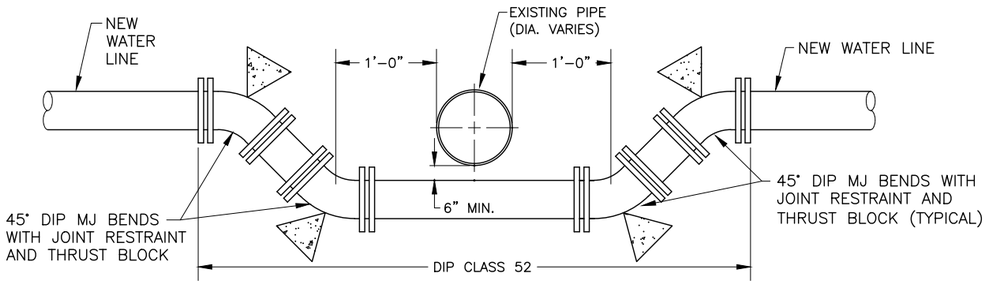
DESIGNED DRB
DRAFTED DRB
CHECKED PGH
DATE DEC. 2024
FILE PATH: IMAGE ENGINEERING\VPHA\MIDVALE\2024 MIDVALE ROADWAY & UTILITY IMPROVEMENT PROJECT\CADFILES (MARCH 2024)\2024 ROADWAY UTILITY IMPROVEMENT (CURRENT FINAL12-23).DWG 12.5.2024 11:50:54 (JC)

CONFIRM SCALE
BAR IS ONE INCH ON SCALED DRAWING. IF NOT ONE INCH ON THIS SHEET, DRAWING IS NOT SCALED AS SHOWN

SCALE
NOT TO SCALE
CONFIRM SCALE

SHEET NO.
C.12

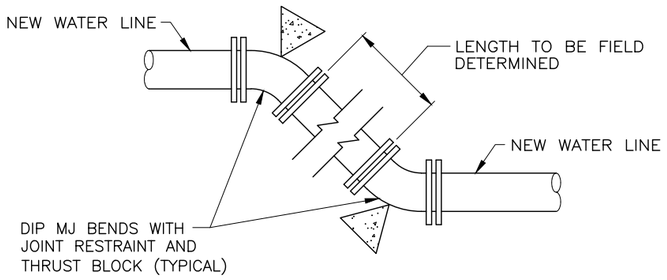
BLAIR HANSEN BELNAP ASSOCIATES
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9178 www.blairhansenassociates.com



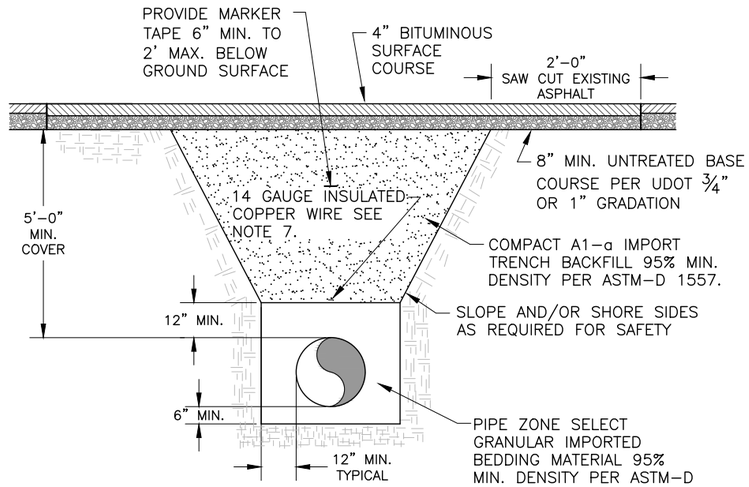
VERTICAL UTILITY CONFLICT

NOTE:

THESE CONFLECT DETAILS ARE TO BE USED AS DIRECTED BY ENGINEER IN LOCATIONS WHERE ALIGNMENT OF WATER PIPELINE IS CHANGED DUE TO FIELD CONDITIONS.



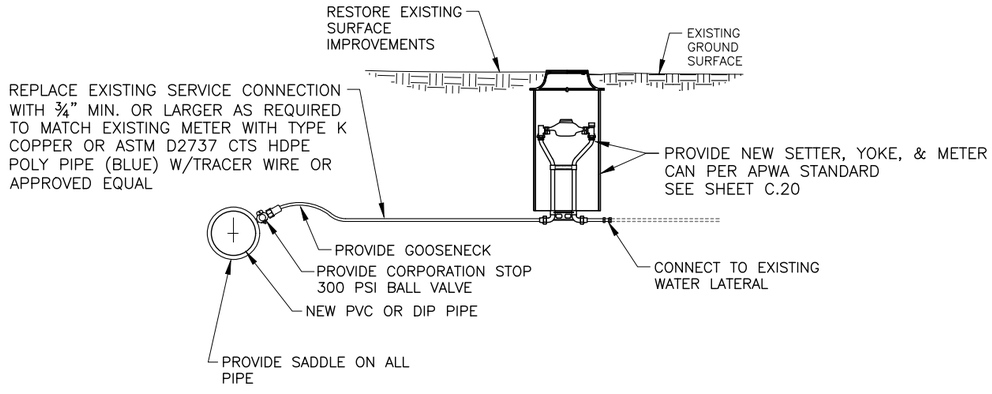
HORIZONTAL UTILITY CONFLICT



TYPICAL TRENCH SECTION

NOTES:

1. CONTRACTOR TO RESTORE ALL DISTURBED SURFACE IMPROVEMENTS.
2. ALL WATER SERVICE FITTINGS TO BE COMPRESSION TYPE.
3. REPLACE EXISTING WATER SERVICE LINE WITH SIZE SHOWN ON PLAN.



TYPICAL WATER SERVICE DETAILS

A	A	A
C.1	C.2	C.3

LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
12/5/2024
STATE OF UTAH

MIDVALE CITY
CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY
IMPROVEMENTS

WATER DETAILS

NO.	DATE	REVISIONS
1		
2		
3		
4		

DESIGNED DRB
DRAFTED DRB
CHECKED PGH
DATE DEC. 2024
FILE PATH IMAGE ENGINEERING\PHA\MIDVALE\2024 MIDVALE ROADWAY & UTILITY IMPROVEMENT PROJECT\CADFILES (MARCH 2024)\2024 ROADWAY UTILITY IMPROVEMENT (CURRENT FINAL12-03).DWG 12.5.2024 11:50:54 (JC)

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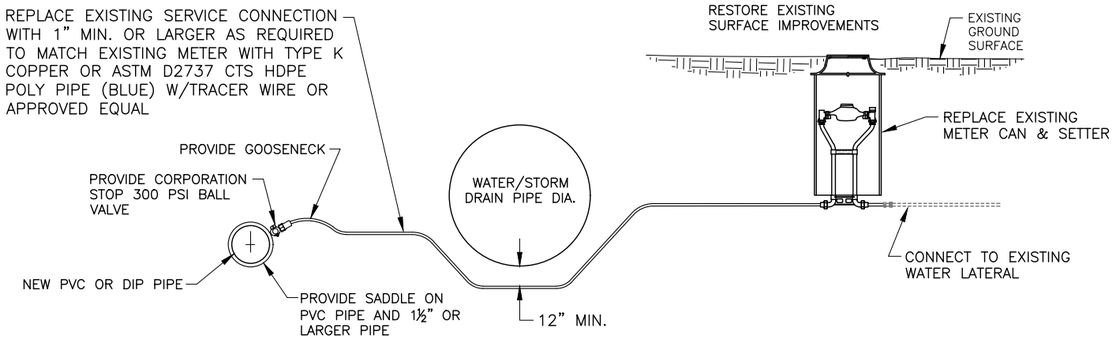
CONFIRM SCALE

SHEET NO.
C.13

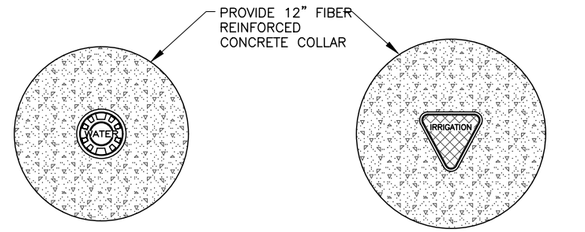
PAUL HANSEN ENGINEERING ASSOCIATES
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9119 www.paulhansenassociates.com



NOTES:

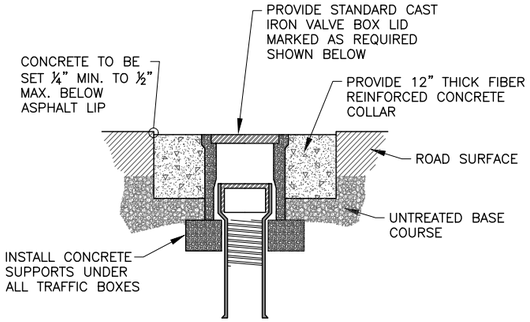
1. CONTRACTOR TO RESTORE ALL DISTURBED SURFACE IMPROVEMENTS.
2. ALL WATER SERVICE FITTINGS TO BE COMPRESSION TYPE.
3. ALTERNATE 2 ONLY TO BE USED AT LOCATIONS APPROVED BY CITY.

TYPICAL WATER SERVICE LOOP DETAIL AT WATER PIPE OR STORM DRAIN PIPE CROSSING

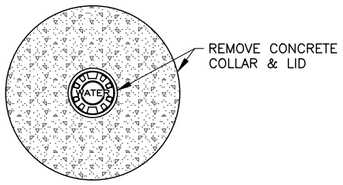


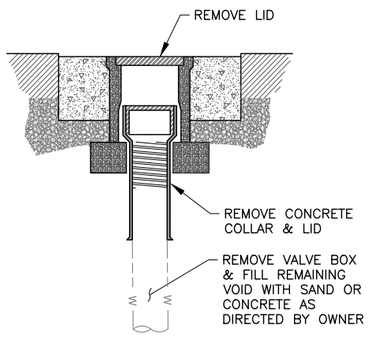
CULINARY WATER PLAN

IRRIGATION WATER PLAN

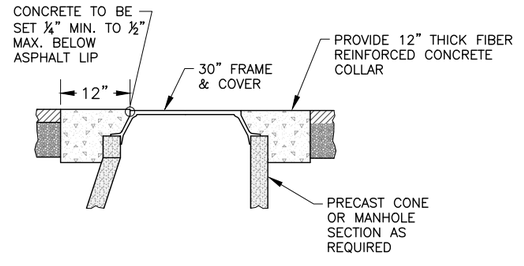


STANDARD CAST IRON LID MARKINGS & COLLAR DETAIL





VALVE ABANDONMENT DETAIL



MANHOLE COLLAR DETAIL

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY
IMPROVEMENTS

WATER DETAILS

NO.	DATE	REVISIONS
1		
2		
3		
4		

DESIGNED DRB
DRAFTED DRB
CHECKED PGH
DATE DEC. 2024
FILE PATH: IMAGE ENGINEERING\PHA\MIDVALE\2024 MIDVALE ROADWAY & UTILITY IMPROVEMENT PROJECT\CADFILES (MARCH 2024)\2024 ROADWAY UTILITY IMPROVEMENT (CURRENT FINAL12-03).DWG 12.5.2024 11:50:04 (JC)

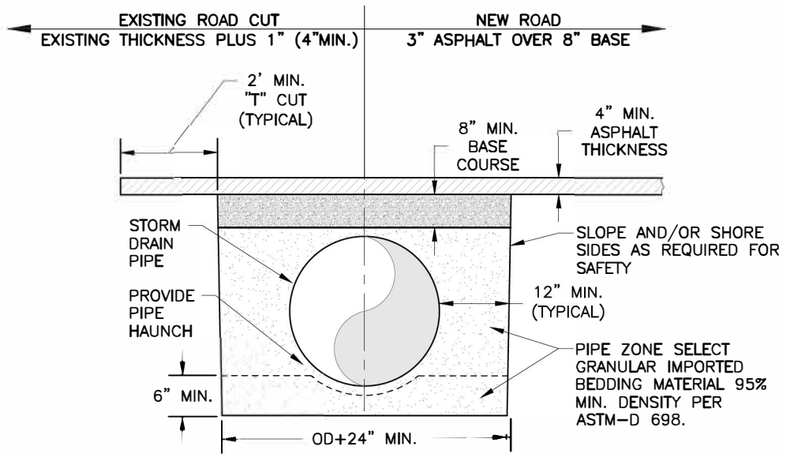
CONFIRM SCALE BAR IS ONE INCH ON SCALED DRAWING. IF NOT ONE INCH ON THIS SHEET, DRAWING IS NOT SCALED AS SHOWN

SCALE NOT TO SCALE CONFIRM SCALE

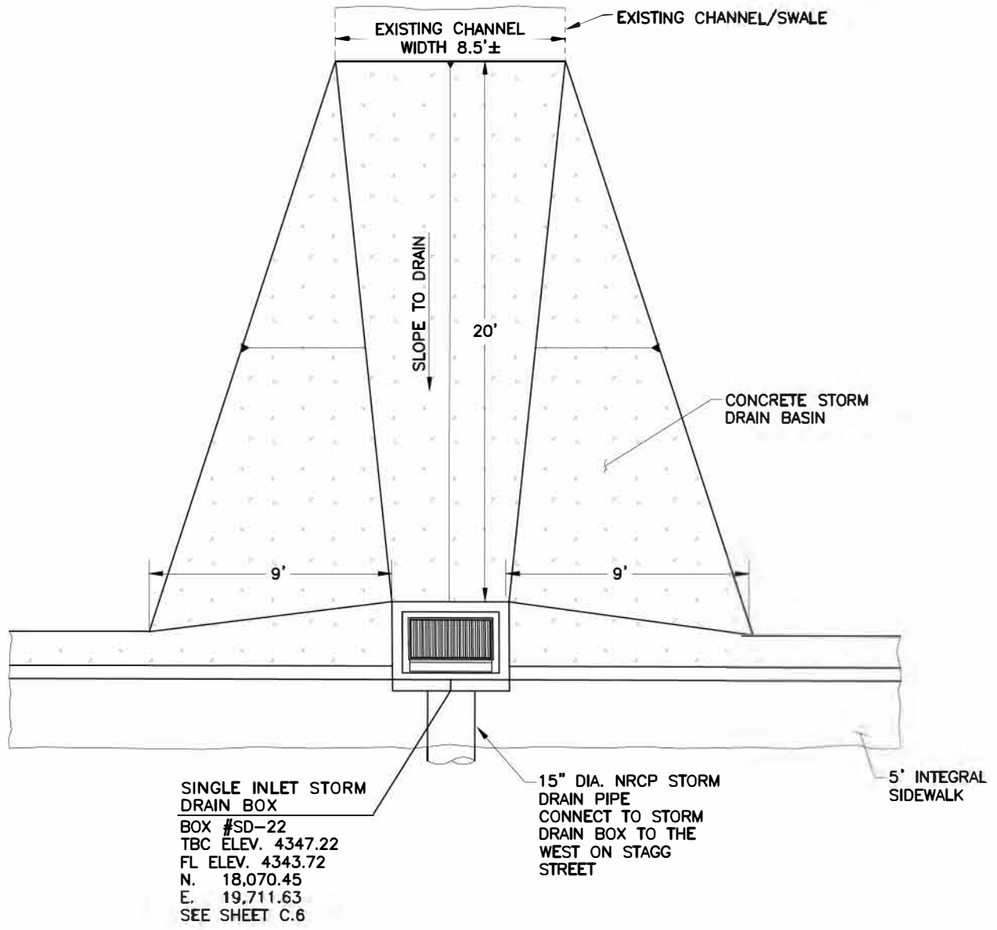
LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
12/5/2024
STATE OF UTAH

SHEET NO. C.14

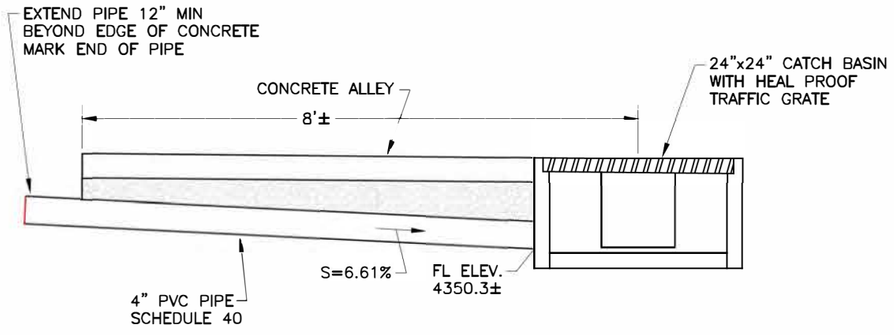
PAUL HANSEN ENGINEERING
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9119 WWW.PAULHANSENASSOCIATES.COM

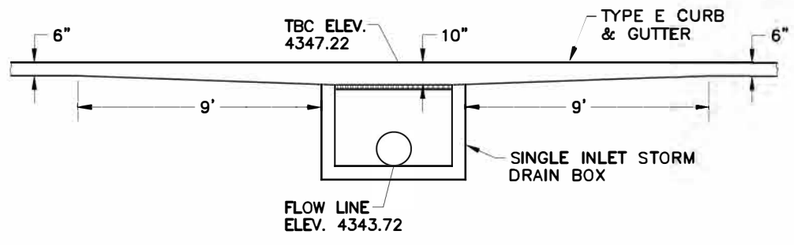


TYPICAL STORM DRAIN TRENCH SECTION



PLAN





SECTION

STORM DRAIN BASIN
DETAIL

A C.16 **24" x 24" CATCH BASIN INLET DETAIL**

MIDVALE CITY
CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY
IMPROVEMENTS

STORM DRAIN DETAILS

NO.	DATE	REVISIONS
1	6/17/25	ADDED 24" x 24" CATCH BASIN INLET DETAIL

DESIGNED DRB
DRAFTED DRB
CHECKED PGH
DATE DEC. 2024
FILE PATH:

CONFIRM SCALE
BAR IS ONE INCH ON SCALED DRAWING. IF NOT ONE INCH ON THIS SHEET, DRAWING IS NOT SCALED AS SHOWN.

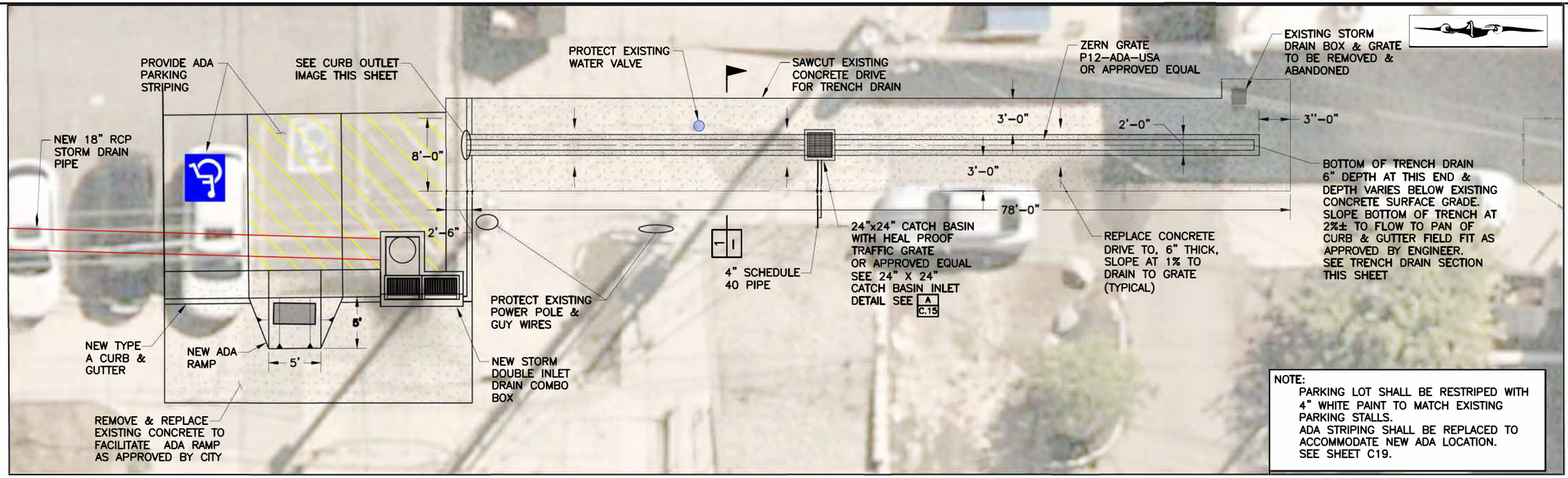
SCALE NOT TO SCALE CONFIRM SCALE

MADE: ENGINEERING\PHA\MIDVALE\2024 MIDVALE "ROADWAY & UTILITY IMPROVEMENT" PROJECTCADFILES (MARCH- 2024)\2024 ROADWAY UTILITY IMPROVEMENT (COLOR).DWG 6/17/2025 7:54:12 AM

LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
6/17/2025
STATE OF UTAH

SHEET NO.
C.15

PAUL HANSEN PHOTOGRAMMETRY
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9119 www.paulhansenassociates.com



TRENCH DRAIN PLAN
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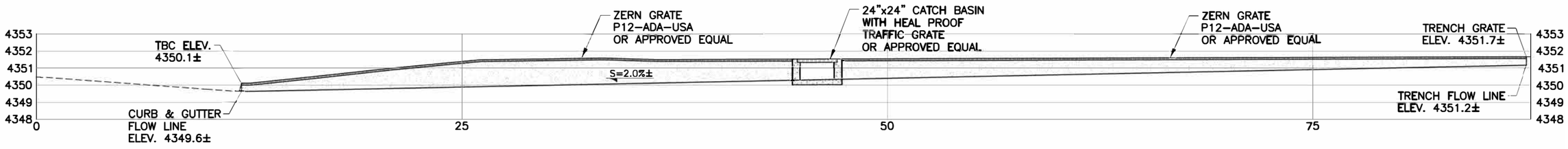

TRENCH DRAIN PROFILE
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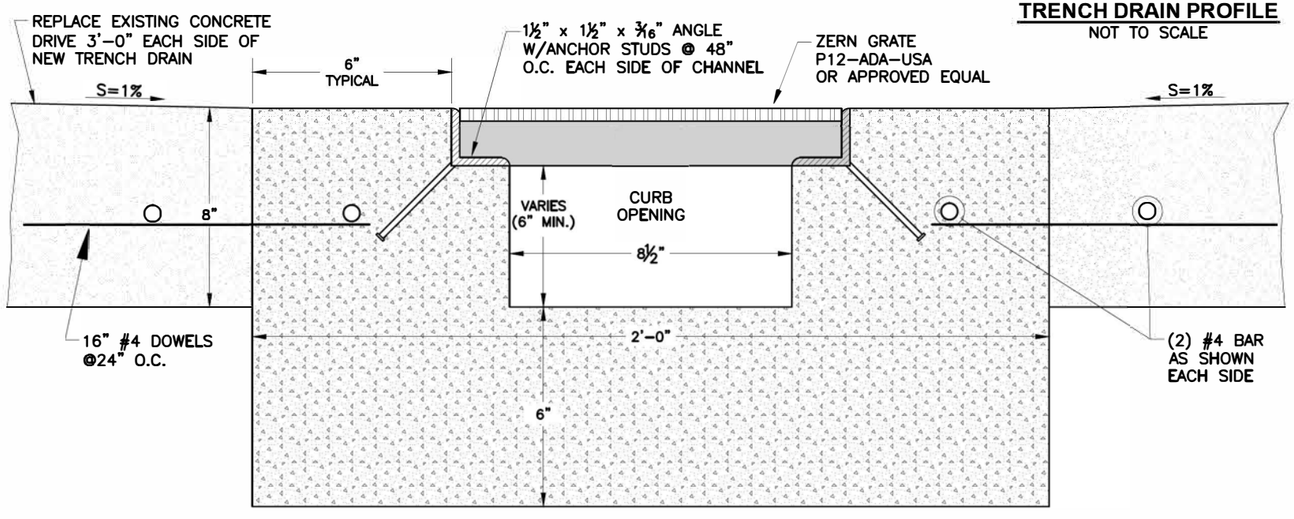

1 — TRENCH DRAIN SECTION
NOT TO SCALE

CURB OUTLET

MIDVALE CITY
CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY
IMPROVEMENTS

TRENCH DRAIN DETAILS

NO.	DATE	REVISIONS
1	6/17/25	ADDED 24" x 24" CATCH BASIN INLET DETAIL
2		
3		
4		

DESIGNED DRB
DRAFTED DRB
CHECKED PGH
DATE DEC. 2024
FILE PATH

CONFIRM SCALE
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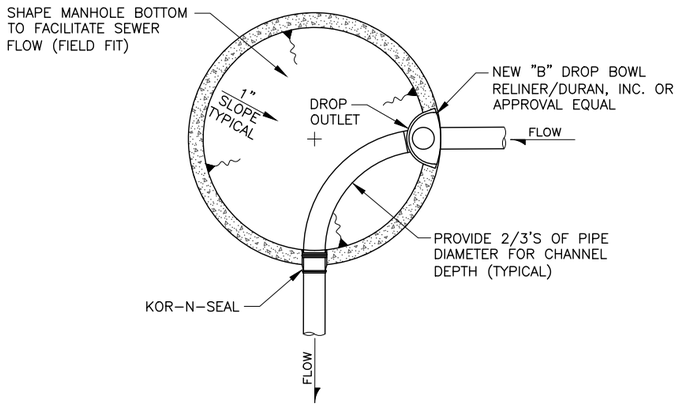
LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
6/17/2025
STATE OF UTAH

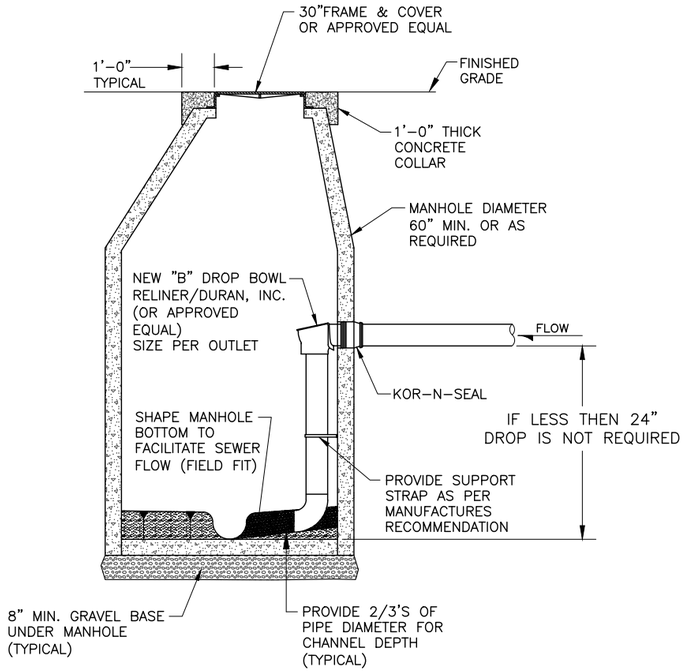
SHEET NO.
C.16

PAUL HANSEN PHOTOGRAPHY

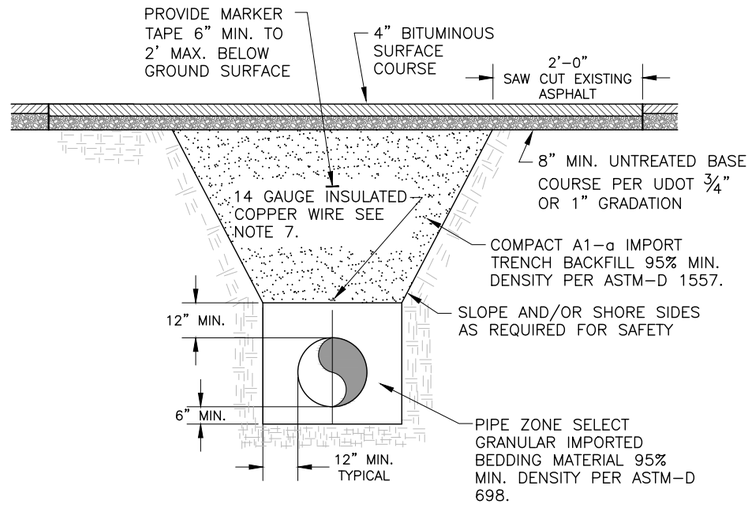
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9118 WWW.PAULHANSENASSOCIATES.COM

IMAGE ENGINEERING\PHA\MIDVALE\2024 MIDVALE ROADWAY & UTILITY IMPROVEMENT PROJECT\CADFILES (MARCH 2024)\2024 ROADWAY UTILITY IMPROVEMENT (CURRENT) - 29_25.DWG 6/17/2025 10:53:20 (C)





INSIDE DROP MANHOLE
DETAIL



TYPICAL SEWER TRENCH
SECTION

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY
IMPROVEMENTS

SEWER DETAILS

REVISIONS

NO.	DATE
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DRAFTED DRB
CHECKED PGH
DATE DEC. 2024
FILE PATH

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LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
12/5/2024
STATE OF UTAH

SHEET NO.
C.17

PAUL HANSEN & ASSOCIATES
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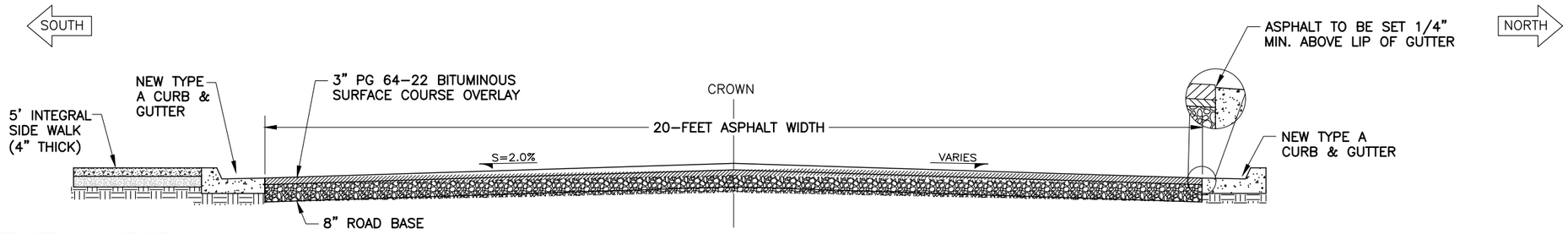
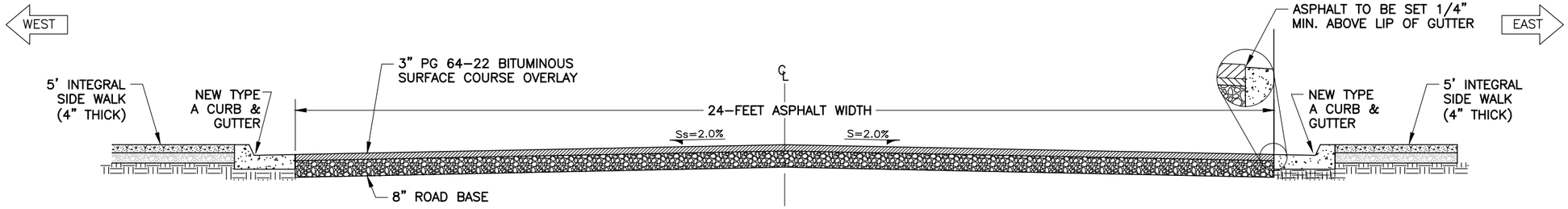


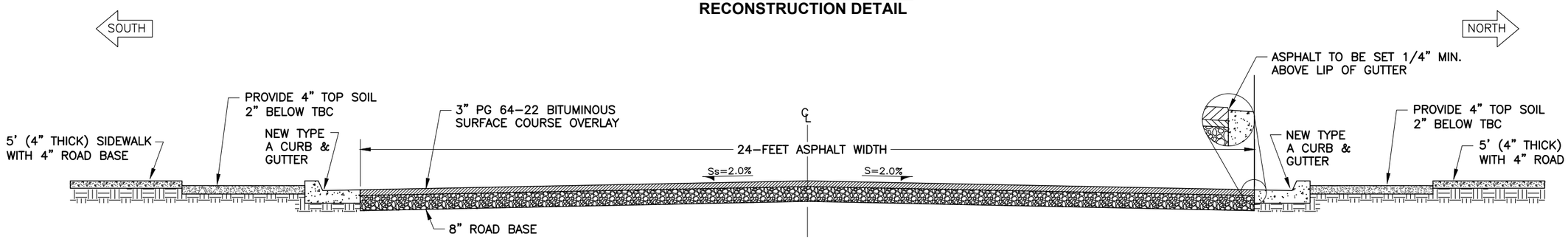
NOTES:

1. ROADWAY AREA TO BE RECONSTRUCTED SHALL BE FIELD MEASURED AND APPROVED BY THE OWNER PRIOR TO WORK.
2. CONTRACTOR MAY PULVERIZE AND REUSE EXISTING ASPHALT AS BASE MATERIAL UPON SHOWING THAT THE PULVERIZED MATERIAL IS SUITABLE FOR ROADWAY CONSTRUCTION.
3. FIELD FIT TO MATCH EXISTING CONDITIONS AT CONNECTION TO EXISTING ROADWAYS.

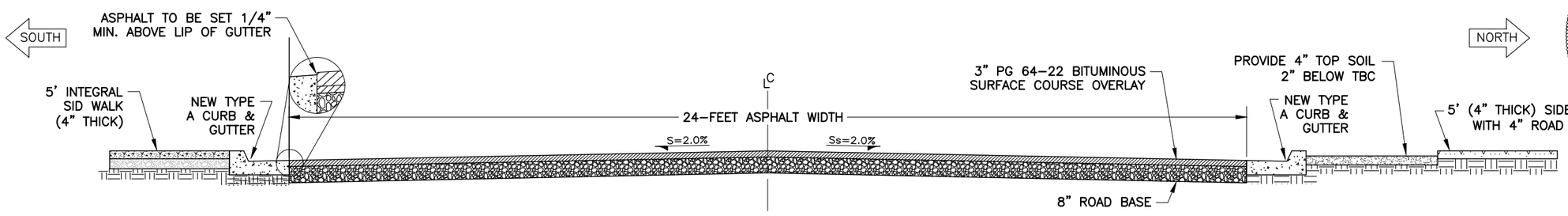
DEPOT STREET
RECONSTRUCTION DETAIL



STAGG STREET
RECONSTRUCTION DETAIL



SMELTER STREET
WEST OF STAGG ST.
RECONSTRUCTION DETAIL



SMELTER STREET
EAST OF STAGG ST.
RECONSTRUCTION DETAIL

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY
IMPROVEMENTS

TYPICAL ROAD DETAILS

REVISIONS

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CHECKED PGH
DATE DEC. 2024
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LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
12/5/2024
STATE OF UTAH

SHEET NO.
C.18

PAUL HANSEN ENGINEERING ASSOCIATES
SANDY, UTAH Tel (801) 816-9119 fax (801) 816-9179 www.paulhansenassociates.com

NOTES:

1. FINAL LOCATION OF ALL SIGNS SHALL BE COORDINATED IN THE FIELD WITH THE CITY.
2. CONTRACTOR SHALL PROVIDE SUBMITTALS FOR ALL SIGNS TO CITY ENGINEER FOR APPROVAL PRIOR TO FABRICATION.
3. SIGNS SHALL BE COMPLIANT WITH MUTCD STANDARDS.
4. VERIFY PARKING LOT STRIPING WITH CITY FOLLOWING COMPLETION FOR CURB & GUTTER AND SIDEWALK INSTALLATION.

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS

SIGNAGE AND STRIPING PLAN

NO.	DATE	REVISIONS
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DATE DEC. 2024
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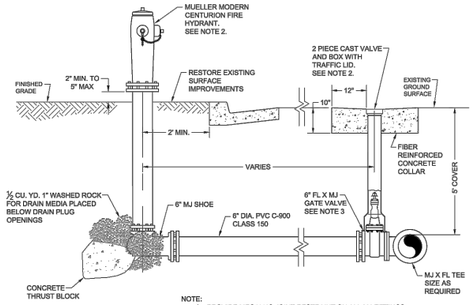
LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
STATE OF UTAH
12/5/2024

SHEET NO.
C.19

PAUL HANSEN & ASSOCIATES

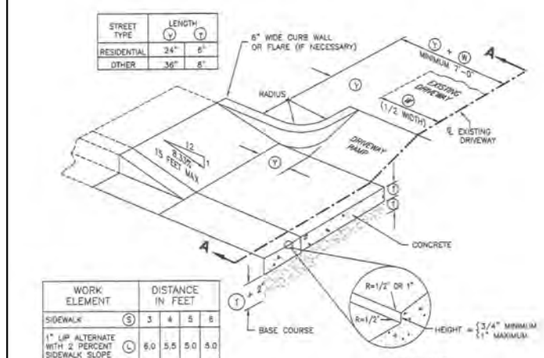
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9119 www.paulhansenassociates.com



NOTE:
1. PROVIDE MEGALUG JOINT RESTRAINT ON ALL MJ FITTINGS.
2. PROVIDE 14-GAUGE TRACER WIRE AND BRING ALONG SIDE OF HYDRANT BARREL AND TEST FOR CONTINUITY.
3. PROVIDE MUELLER RESILIENT SEAT GATE VALVE.
4. WHERE THE FIRE LATERAL EXCEEDS 50' IN LENGTH, THE LATERAL SHALL BE 8" DIA. AND 8" GATE VALVES SHALL BE INSTALLED AT BOTH THE MAIN, AND ADJACENT TO THE FIRE HYDRANT.

FIRE HYDRANT DETAIL

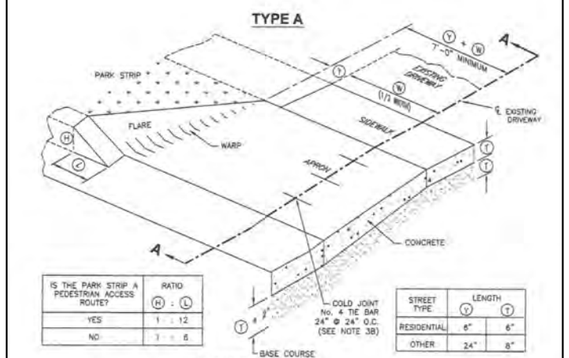
Plan No. 511 R
11/2023



LIP ALTERNATE

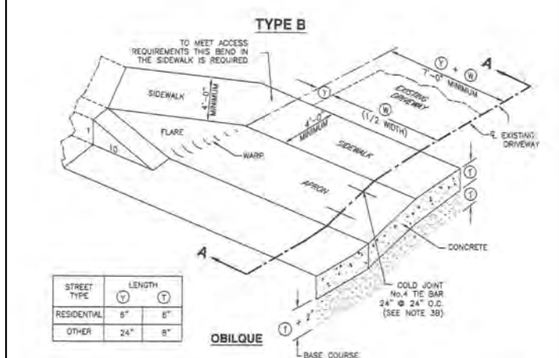
Dip driveway approach

Plan 215
December 2009



Flare driveway approach

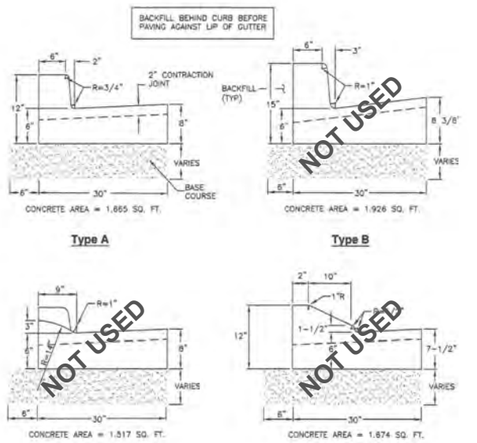
Plan 221.1
December 2009



Flare driveway approach

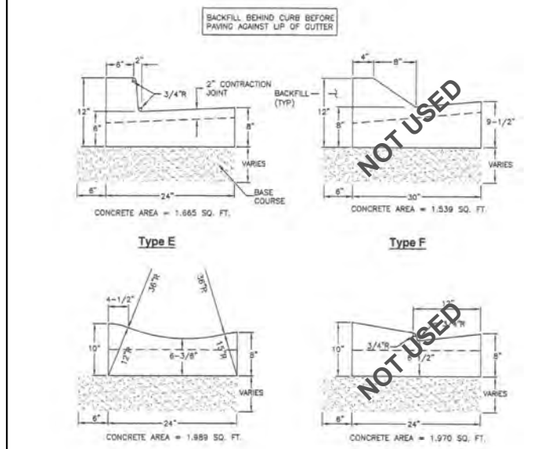
Plan 221.2
December 2009

NOTE:
ADDITIONAL APWA STANDARDS SHALL APPLY AS CONTAINED WITHIN THE CURRENT COPY OF THE APWA MANUAL OF STANDARD PLANS.



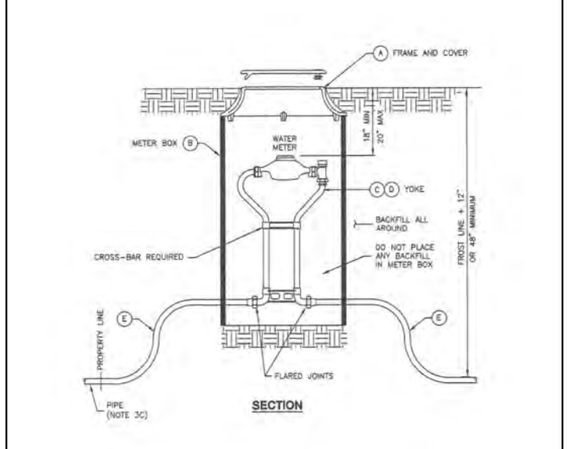
Curb and gutter

Plan 205.1
December 2006



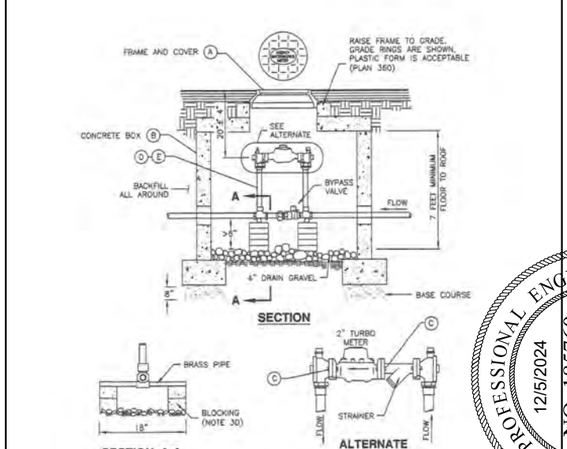
Curb and gutter

Plan 205.2
April 2011



3/4" and 1" meter

Plan 521
August 2001



1 1/2" and 2" meter

Plan 522
August 2001

MIDVALE CITY
CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY
IMPROVEMENTS

APWA STANDARDS

NO.	DATE	REVISIONS
1		
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CHECKED PGH
DATE DEC. 2024
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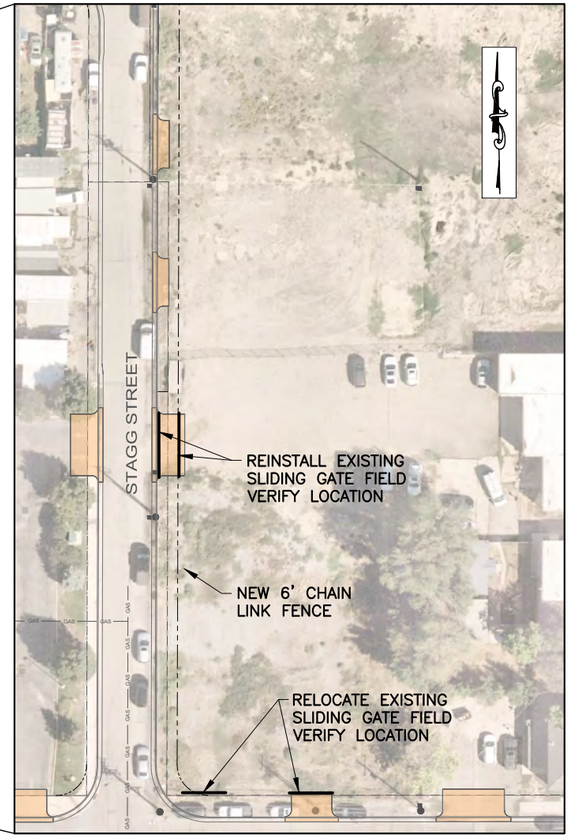
LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
12/5/2024
STATE OF UTAH

SHEET NO.
C.20

HANSEN ENGINEERING
SANDY, UTAH tel (801) 816-9119 fax (801) 816-9119 www.HANSENENGINEERINGASSOCIATES.COM



FENCE PLAN

NOTES:

1. ALL 3RD PARTY UTILITY CONFLICTS SHALL BE MITIGATED BY OTHERS.
2. THE UTILITIES SHOWN HEREON ARE BASED UPON AVAILABLE SURVEY INFORMATION. ADDITIONAL UTILITY CONFLICTS IDENTIFIED UPON COMPLETION OF BLUE STAKE SERVICES SHALL BE PROTECTED, AND SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER.

LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
12/5/2024
STATE OF UTAH

MIDVALE CITY
CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY
IMPROVEMENTS
FENCE PLAN, UTILITY CONFLICTS & POWER POLE RELOCATION

NO.	DATE	REVISIONS
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DATE DEC. 2024
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C.21

PAUL HANSEN GROUP ENGINEERING SURVEYING
SANDY, UTAH Tel (801) 816-9119 fax (801) 816-9179 www.paulhansenassociates.com

ADDENDUM NO. 1

to

BIDDING AND CONTRACT DOCUMENTS

for

2025 Roadway and Utility Improvement Project

Midvale City Corporation
7505 South Holden Street
Midvale, Utah 84047

June 17, 2025

1. Please delete *Sheet G.1 - Cover Sheet* in it's entirety and replace in lieu thereof the attached *Sheet G.1 - Cover Sheet*. This document has been modified to include additional work area on Holden Street, south of Center Street.

2. Please add attached *Sheet C.4.1 - Holden Street South*. This sheet reflects the addition of approximately 475 feet of replacement 8-inch diameter waterline, water service line replacements and the removal and replacement of an existing fire hydrant.

3. Please delete *Sheet C.15 - Storm Drain Details* in it's entirety, and replace in lieu thereof the attached *Sheet C.15 - Storm Drain Details*. This sheet shows the addition of a detail for the trench drain box shown on Sheet C.16.

3. Please delete *Sheet C.16 - Trench Drain Details* in it's entirety, and replace in lieu thereof the attached *Sheet C.16 - Trench Drain Details*. This sheet shows the addition of a trench drain box.

4. Please delete *Document 00 00 03 - Table of Contents* in it's entirety and replace in lieu thereof the attached *Document 00 00 03 - Table of Contents*. This document has been modified to include the addition of Sheet C.4.1 - Holden Street South.

5. Please delete *Document 00 10 00 - Instructions to Bidders* in it's entirety and replace in lieu thereof the attached *Document 00 10 00 - Instructions to Bidders*. Paragraph 7 - Contract Time has been modified to require completion of certain improvements required in order to meet occupancy deadlines of the West Main Apartments, as follows:

7. CONTRACT TIME

7.1. The Project shall have the following completion dates:

All underground work and roadway improvements within Depot Street and the north half of Stagg Street, along with the waterline in Smelter Street, shall be completed and fully operational by **September 24, 2025**.

All underground and roadway improvements within Depot Street, Smelter Street and Stagg Streets shall be completed by **October 31, 2025**.

The entire Project shall be substantially completed by April 17, 2026 and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before **April 30, 2026**.

6. Please delete *Document 00 30 10 - Bid Schedule* in it's entirety and replace in lieu thereof the attached *Document 00 30 10 - Bid Schedule*. The bid quantities have been updated to reflect the additional waterline work in Holden Street, south of Center Street, and the addition of a storm drain box and pipe to the trench drain and concrete trough referred to in Bid Item No. 38.

7. Please delete *Document 00 50 00 - Agreement* in it's entirety and replace in lieu thereof the attached *Document 00 50 00 - Agreement* . Paragraph 3 - Contract Time has been modified to require completion of certain improvements required in order to meet occupancy deadlines of the West Main Apartments, as follows:

3. CONTRACT TIME

3.1. The Project shall have the following completion dates:

All underground work and roadway improvements within Depot Street and the north half of Stagg Street, along with the waterline in Smelter Street, shall be completed and fully operational by **September 24, 2025**.

All underground and roadway improvements within Depot Street, Smelter Street and Stagg Streets shall be completed by **October 31, 2025**.

The entire Project shall be substantially completed by April 17, 2026 and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before **April 30, 2026**.

8. Please delete *Document 00 80 00 - Supplementary Conditions* in it's entirety and replace in lieu thereof the attached *Document 00 80 00 - Supplementary Conditions*. Paragraph SC-6.03 Contractor's Insurance, sub paragraph 3.(f) has been modified as follows:

f. Other persons or entities (other than those already listed in the General Conditions) to be included on the policy as additional insured shall include:

(1) Midvale City Corporation
(2) Paul Hansen Associates, LLC and its subconsultants
(3) Other Engineering or testing groups employed by OWNER for work at the site or this project.

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

PAUL HANSEN ASSOCIATES, L.L.C.

LICENSED PROFESSIONAL ENGINEER
NO. 185760
PAUL G. HANSEN
STATE OF UTAH

Paul G. Hansen, P.E.
Principal

DOCUMENT 00 00 03

T A B L E O F C O N T E N T S

2025 ROADWAY AND UTILITY IMPROVEMENT PROJECT

Reference Number	Title	No. of Pages
	INTRODUCTORY INFORMATION	
00 00 01	Title Page	1
00 00 03	Table of Contents	4
	BIDDING REQUIREMENTS	
	BID SOLICITATION	
00 00 30	Legal Notice Bid Advertisement	2
	INSTRUCTIONS TO BIDDERS	
00 10 00	Instructions to Bidders	8
	BID FORMS	
00 30 00	Bid	2
00 30 10	Bid Schedule	24
00 41 00	Bid Bond	1
	BIDDING REQUIREMENTS	
00 42 00	Contractor's Qualifications and Experience Affidavit	3
00 43 00	List of Subcontractors	1
00 43 37	Work Under Contract Report	3
00 43 38	Bidder Status Report	2
00 45 37	Status Verification System Affidavit	2
00 45 38	Utah Retirement Systems Post-Employment / Post Retirement Restrictions ACT Certification & Release	1
	CONTRACTING REQUIREMENTS	
	CONTRACT FORMS	
00 50 00	Agreement Form	5
00 51 00	Notice of Award	2
00 52 00	Notice to Proceed	1
00 61 00	Performance Bond	1
00 62 00	Payment Bond	1
00 62 50	Certificate of Substantial Completion	2

Reference Number	Title	No. of Pages
GENERAL CONDITIONS		
00 70 00	Standard General Conditions	78
00 80 00	Supplementary Conditions	7
SPECIFICATIONS		
DIVISION 1 - GENERAL REQUIREMENTS		
01 11 00	Summary of Work	2
01 31 13	Coordination	3
01 33 00	Submittal Procedure	2
01 35 10	Acceptance	2
01 40 10	Testing Agency Services	3
01 41 00	Permits	2
01 42 19	References	3
01 43 00	Quality Assurance	2
01 45 00R*	Quality Control	2
01 57 00	Temporary Controls	2
01 66 00	Product Storage and Protection	3
01 71 13R*	Mobilization and Demobilization	2
01 71 23	Construction Layout	2
01 71 34	Survey Referencing	3
01 74 13	Progress Cleaning	2
01 78 39	Project Record Documents	3
01 78 50	Closeout Procedures	2
DIVISION 02 - EXISTING CONDITIONS		
02 41 13R*	Selective Site Demolition	3
DIVISION 03 - CONCRETE		
03 11 00	Concrete Formwork	4
03 20 00	Concrete Reinforcement	3
03 30 04	Concrete	10
03 30 05	Concrete Testing	5
03 30 10	Concrete Placement	6
03 35 00	Concrete Finishing	6
03 39 00	Concrete Curing	3
03 40 00	Precast Concrete	5
DIVISION 31 - EARTHWORK		
31 05 13	Common Fill	4
31 23 16	Excavation	4
31 23 23R*	Backfilling for Structures	5
31 23 26R*	Compaction	2

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 05 10R*	Backfilling Roadways	6
32 11 23R*	Aggregate Base Courses	7
32 12 13.13	Tack Coat	2
32 12 16	Hot-Mix Asphalt Concrete Paving	5
32 16 13	Driveway, Sidewalk, Curb, Gutter	6

DIVISION 33 - UTILITIES

33 05 02	Concrete Pipe and Culvert	4
33 05 05	Ductile Iron Pipe	2
33 05 07R*	Polyvinyl Chloride Pipe	3
33 05 14	Utility Grade Adjustment	3
33 05 20R*	Backfilling Trenches	6
33 05 25R*	Pavement Restoration	6
33 08 00R*	Commissioning of Water Utilities	5
33 11 00R*	Water Distribution and Transmission Lines	8
33 12 16R*	Water Valves	4
33 12 33	Water Meter	2
33 13 00	Disinfection	4
33 31 00R*	Sanitary Sewerage System	4
33 41 00	Storm Drainage Systems	4

R Denotes modifications to the APWA Standard Specifications (2017 Edition)*

DRAWINGS

General

Cover Sheet	G.1
General Notes	G.2
Right-of-Way	G.3
Project Improvements - West	G.4
Project Improvements - East	G-5

Demolition

Demolition Plan - West	D.1
Demolition Plan - East	D.2
Demolition Details	D.3

Plan and Profile

Sanitary Sewer Line - Depot Street	PP.1
Sanitary Sewer Line - Stagg Street	PP.2

Civil

Water Line Plan - Depot Street and Smelter Street	C.1
Water Line Plan - Stagg Street	C.2

Water Line Plan - Center Street C.3
Water Line Plan - Holden Street C.4
Water Line Plan - Holden Street South C.4.1
Storm Drain Plan - Depot Street and Smelter Street C.5
Storm Drain Plan - Stagg Street C.6
Storm Drain Plan - Main Street, 1st Avenue & Parking Lot C.7
Curb & Gutter Plan - Depot Street & Smelter Street C.8
Curb & Gutter Detail C.8.1
Curb & Gutter Plan - Stagg Street C.9
Road Plan - Depot Street & Smelter Street C.10
Road Plan - Stagg Street C.11
Water Details C.12
Water Details C.13
Water Details C.14
Storm Drain Details C.15
Trench Drain Details C.16
Sewer Details C.17
Typical Road Sections C.18
Signage Details & Striping Plan C.19
APWA Standards C.20
Fence Plan, Utility Conflicts & Power Pole Relocation C.21

END OF TABLE OF CONTENTS

DOCUMENT 00 10 00

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the General Conditions of the Construction Contract, 00 70 00 have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the responsive responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1. Complete sets of Contract Documents may be examined and obtained online at no charge via Bonfire at https://utah.bonfirehub.com.

2.2. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must submit written evidence such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2. Information and data reflected in the Contract Documents with respect to 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 or others, and Owner

does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.3. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.

4.4. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain such examinations, tests and data concerning physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5. On request in advance, Owner may provide each Bidder access to the Site to conduct such explorations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall fill all holes, clean up and restore the Site to its former conditions upon completion of such explorations as determined by the Owner.

4.6. 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 Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or 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 of the work.

5. INTERPRETATIONS AND ADDENDA

5.1. All requests for interpretation of the Contract Documents shall be made in writing via Bonfire by 5:00 p.m. on June 26, 2025. OWNER or ENGINEER will post the written interpretation on Bonfire. If the OWNER or ENGINEER does not respond to a Bidder’s request for interpretation the Bidder shall comply with the intent and terms of the Contract Documents.

5.2 No oral interpretations shall be made to any Bidder. The OWNER shall not be responsible for or bound by any statements, interpretations, explanations, representations, conclusions or assumptions made by any party, whether oral or written, except for written statements that are issued in an Addendum by the ENGINEER on Bonfire. Oral and other interpretations or clarifications will be without legal effect.

5.3. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6. BID SECURITY

6.1. Each Bid must be accompanied by Bid security made payable to Owner by cashier's check in an amount of five percent of the Bidder's maximum Bid price or in the form of a Bid Bond issued by a surety meeting the requirements of the General Conditions.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within ten days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the forty-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. CONTRACT TIME

7.1. The Project shall have the following completion dates:

All underground work and roadway improvements within Depot Street and the north half of Stagg Street, along with the waterline in Smelter Street, shall be completed and fully operational by **September 24, 2025**.

All underground and roadway improvements within Depot Street, Smelter Street and Stagg Streets shall be completed by **October 31, 2025**.

The entire Project shall be substantially completed by April 17, 2026 and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before **April 30, 2026**.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

10.1. Each Bidder shall submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations who will be performing Work under this Project in excess of 5% of the total Bid price. Such list shall specify what portion of work will be performed by the Subcontractor, Supplier, person, or organization. Bidder must be prepared to submit an experience statement containing pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization within five days of bid due date if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute in which case the apparent Successful Bidder shall submit an acceptable substitute, that Bidder's Bid price will be increased or decreased by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the contract award.

If apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder. The Owner may award the contract to the next Bidder that proposes to use acceptable Subcontractors, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to giving of the Notice of Award.

10.2. In Bids where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent. No Bids may be structured as a cost-plus-a-percentage-of-cost contract pursuant to Midvale Municipal Code 3.02.150(C).

10.3. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

11. BID FORM

11.1. The Bid Form is included with the Bidding Documents. Additional copies may be obtained on Bonfire.

11.2. All blanks on the Bid Form must be completed. The Total Bid price must be stated in words and numerals; in case of a conflict, words will take precedence.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of corporation must be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5. All names and addresses must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7. The address and telephone number for communications regarding the Bid must be shown.

11.8. Bids must be priced on a lump sum basis for any and all Schedules that the Contractor submits on as described in the Specifications and as provided for in the Bid Form.

11.9 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents.

11.10 Bidders shall attach to the Bid Form all the information described below in the SELECTION CRITERIA section

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12. SUBMISSION OF BIDS

12.1. Bids will be received until June 26, 2025 at 5:00 PM. All Bids shall be submitted electronically online at Bonfire. It is the sole responsibility of the Bidder to submit the Bid before the scheduled time. Late submissions will not be accepted.

12.2. The Bid form is to be completed and submitted with the Bid security and the following data:

A. A tabulation of the Bid consisting of Document 00 42 00 - Bid Form completely and correctly filled in;
B. Document 00 41 00 - Bid Bond;
C. Document 00 42 00 - Contractor's Qualifications;
D. Document 00 43 00 - List of Subcontractors; and
E. Document 00 45 37 – Status Verification System Affidavit. OWNER's requirements as to immigration status verification are set forth in Document 00 80 00 – Supplementary Conditions. Specific requirements are set forth in the Status Verification System Affidavit.
F. Other items listed below in 15. SELECTION CRITERIA, including past experience and Project approach.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and submitted on Bonfire at any time prior to the opening of Bids.

13.2 If, within 24-hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid,

that Bidder may withdrawal his Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS

A public bid opening will not be held. Midvale City will evaluate the bids according to the selection criteria.

15. SELECTION CRITERIA

This Project is to be awarded based on three criteria, each to be weighted as shown. The three criteria are: (1) Bid price; (2) Past experience; and (3) Approach to Project. Each of the three areas will be scored separately by the Owner who will rank each Bidder as outlined below.

A. **Bid Price**

Low Bid will be given a score of 10. Other Bidders will be given a score based on the low Bid divided by their Bid, multiplied by 10.

Example:	Low Bid $10,000	Score = 10
	Bid of $12,000	Score = 8.4
	Bid of $20,000	Score = 5

B. **Past Experience**

The Bidders will be ranked on a scale of 1 - 10. The best score possible will be a 10. Score will be determined by how well Bidder meets the requirements of this criteria.

C. **Approach to Project**

The Bidders will be ranked on a scale of 1 - 10. The best score possible will be a 10. Scores will be determined by how well Bidder meets the requirements of this criteria.

The ranking will then be weighted as shown below and totaled and the Bidder with the highest total score will be awarded the project. Bidder should include information with his Bid that addresses the three areas noted above, as described below:

A. Bid Price (40%): Bidder to completely fill out the Bid Schedule included in these specifications.

B. Past Experience (30%): Bidder to prepare information highlighting his and his foreman's past experience on at least three (3) similar projects, including references. Midvale City will also consider any past experiences City has had with Bidder and any Subcontractor, Supplier, or person or organization listed in Document 00 43 00 on any prior projects performed for City.

C. Approach to Project (30%): Bidder to prepare a written narrative describing his approach to this Project specifically addressing continuous operation of existing waterlines while replacement lines are being constructed, traffic control, access to

business and private owner properties, continual utility service to abutting property owners, approach to public relations, how construction is to progress, and any other aspect to this Project the Bidder views as crucial to its success. Contractor shall also provide a proposed construction schedule with the approach. Based on this schedule, the contract time will be negotiated with Owner for the agreement.

16. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

17. AWARD OF CONTRACT

17.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

17.2. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements (as outlined in Part 1 of the Bidding Documents), and such alternates, unit prices or other data, as may be requested in the Bid Form or prior to the Notice of Award.

17.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work provided by the Bidder in its Bid.

17.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

17.5 If the Contract is to be awarded, it will be awarded in accordance with the Selection Criteria identified in Article 15 above and to the responsive responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Owner.

17.6 If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within forty-five (45) days after the day of the Bid opening. Should there be reasons why the Notice of Award cannot be given within the forty-five (45) days, time may be extended by mutual agreement between the Owner and the Successful Bidder.

18. CONTRACT SECURITY

The General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by such Bonds.

19. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the Agreement and all other Contract Documents. Alternatively, Owner may send one copy of the Agreement and Contract Documents to be signed through DocuSign. Within ten days thereafter Contractor shall sign and deliver the executed Agreement and attached documents to Owner with the required Bonds and certificate of insurance. Within thirty days thereafter Owner will deliver one fully signed Agreement to Contractor.

20. FEDERAL AND STATE REQUIREMENTS

20.1 The Bidder shall comply with Equal Employment Opportunity / Affirmative Action Requirements (EEO / AAR).

20.2. The Successful Bidder shall comply with the requirements of the State of Utah Department of Environmental Quality, Air Quality Regulations (including R307-205 Emission Standards: Fugitive Emissions and Fugitive Dust, and R307-309 Nonattainment and Maintenance Areas for PM10 and PM2.5: Fugitive Emissions and Fugitive Dust, of the Utah Air Conservation Rules UACR). Note that it is the Bidder’s responsibility to prepare, submit, and obtain approval from the Executive Secretary for the dust control plan required under these regulations.

END OF DOCUMENT

DOCUMENT 00 30 10

BID SCHEDULE

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

A. Price schedules.

B. Measurement and payment provisions.

1.2 CONSTRUCTION CONTRACT

The Construction Contract is known as:

2025 ROADWAY AND UTILITY IMPROVEMENT PROJECT

1.3 REFERENCES

A. Document 00 52 00: Agreement.

B. APWA Document 01 25 00: Product Options and Substitutions.

1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT

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

PART 2 PRICE SCHEDULES

2.1 BID

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
GENERAL					
1	Mobilization, Traffic Control, SWPP Plan and Public Outreach	1	LS		
2	Construction Layout	1	LS		
3	Pothole Existing Utilities	1	LS		
DEMOLITION					
4	Demolition and Disposal of Existing Curb & Gutter and Subbase	2,025	LF		
5	Demolition and Disposal of Existing Sidewalk and Subbase	6,300	LF		

RETURN WITH BID DOCUMENTS

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
6	Demolition and Disposal of Existing Concrete Drive, Subbase and Inlet Box in Area of the Proposed Trench Storm Drain	1	LS		
7	Demolition and Disposal of Existing Concrete Waterway and Base	500	SF		
8	Demolition and Disposal of Existing Median in Holden Street for the Depot Street Utility Crossings	1	LS		
9	Demolition and Disposal of Existing Asphalt and Subbase in Right-of-Way	22,000	SF		
10	Demolition and Disposal of Existing Private Concrete Drive Approach and Subbase	400	SF		
11	Demolition and Disposal of Existing Private Asphalt Roadway and Subbase	1,300	SF		
12	Demolition and Disposal of Existing Storm Drain Pipe and Boxes Within the Public Right-of-Way	1	LS		
13	Demolition and Disposal of Existing Storm Drain Pipe and Boxes on Private Property	1	LS		
14	Demolition and Disposal of Existing 6-foot Chain Link Fence	1	LS		
CULINARY WATER					
15	Furnish and Install 8" Diameter Waterline	4,600	LF		
16	Mainline Connections	7	EA		
17	Furnish and Install 8" Gate Valves	33	EA		
18	Furnish and Install 12" Gate Valves	4	EA		
19	Furnish and Install 8" Hot Tap Gate Valves on 10" Mainline	2	EA		
20	Furnish and Install 8" Hot Tap Gate Valves on 12" Mainline	1	EA		
21	Remove and Replace Existing 3/4" Water Service Laterals, Complete	24	EA		
22	Remove and Replace Existing 1" Water Service Laterals, Complete	5	EA		
23	Remove and Replace Existing 1-1/2" Water Service Laterals, Complete	1	EA		
24	Remove and Replace Existing 2" Water Service Laterals, Complete	3	EA		
25	Furnish and Install 4" Diameter Water Line	20	LF		

RETURN WITH BID DOCUMENTS

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
26	Furnish and Install 6" Diameter Fire Line	65	LF		
27	Furnish and Install New Fire Hydrant Assembly, Complete	2	EA		
28	Remove and Replace Existing Fire Hydrant Assembly, Complete	5	EA		
29	Remove and Salvage Existing Fire Hydrant	3	EA		
30	Abandon Existing Water Valves	9	EA		
STORM DRAIN					
31	Furnish and Install 15" Diameter NRCP Storm Drain Pipe	360	LF		
32	Furnish and Install 18" Diameter RCP Storm Drain Pipe	2,050	LF		
33	Furnish and Install Single Storm Drain Inlet Box	17	EA		
34	Furnish and Install Single Storm Drain Combo Inlet Box	5	EA		
35	Furnish and Install Double Storm Drain Combo Inlet Box	1	EA		
36	Furnish and Install 5' Diameter Storm Drain Manhole	8	EA		
37	Furnish and Install Parking Lot Single Inlet Box and Concrete Basin, Complete	1	LS		
38	Furnish and Install 12" Trench Drain and Concrete Trough at the South End of the East Parking Lot, Complete	1	LS		
SANITARY SEWER					
39	Furnish and Install 8" Diameter Sewer Main	660	LF		
40	Furnish and Install 4' Diameter Sewer Manhole	5	EA		
41	Furnish and Install 5' Diameter Sewer Manhole	1	EA		
42	Furnish and Install 5' Diameter Sewer Drop Manhole	1	EA		
43	Furnish and Install 4" Diameter Sewer Lateral	20	LF		
44	Furnish and Install 6" Diameter Sewer Lateral	65	LF		

RETURN WITH BID DOCUMENTS

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
ROADWAY / CONCRETE					
45	Furnish and Install Type “A” Curb & Gutter and Base	2,850	LF		
46	Furnish and Install Type “E” Curb & Gutter and Base	330	LF		
47	Furnish and Install Type “G” Curb & Gutter and Base	250	LF		
48	Furnish and Install 4" Thick Sidewalk and Base	16,000	SF		
49	Furnish and Install 4" Thick Stamped / Colored Sidewalk and Base on Main Street	825	SF		
50	Furnish and Install 8" Thick Sidewalk and Base in Commercial Drive	5,300	SF		
51	Furnish and Install 8" Thick Concrete Waterway and Base	490	SF		
52	Furnish, Installation and Restoration of Median in Holden Street for the Depot Street Utility Crossings	1	LS		
53	Furnish and Install New 3" Asphalt Pavement and 8" Base	50,900	SF		
54	Furnish and Install New 4" Stamped / Colored Asphalt Pavement and 8" Base on Main Street	370	SF		
55	Furnish and Install 4" Asphalt Pavement Repair and 8" Base	11,500	SF		
56	Furnish and Install New 3" Asphalt and 6" Base (Private Drives)	400	SF		
57	Furnish and Install New 6" Concrete and 6" Base (Private Drives)	225	SF		
58	Furnish and Install ADA Tactile Pads for Corner Ramps	15	EA		
59	Adjust and Collar Storm Drain Manhole	15	EA		
60	Adjust and Collar Sewer Manhole	9	EA		
61	Adjust and Collar Water Valves and Monuments	44	EA		
62	Furnish and Install "Stop" Signs	6	EA		
63	Furnish and Install "Street Name" Signs	2	EA		
64	Furnish and Install "Directional Arrow" Signs	2	EA		
65	Furnish and Install "Do Not Enter" Signs	2	EA		

RETURN WITH BID DOCUMENTS

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
66	Furnish and Install "Right Turn Only" Signs	1	EA		
67	Furnish and Install ADA “Van Accessible" Sign	2	EA		
68	Furnish and Install Pavement Striping (Public and Private)	1	EA		
Miscellaneous					
69	Furnish and Install 6-foot Chain Link Fence and Reinstall Sliding Gates	1	LS		
70	Furnish and Install 3" Cobble, 6" Thick, With Landscape Fabric in Park Strips	840	LF		
71	Landscape and Irrigation System Restoration	1	LS		
				TOTAL	

2.2 **Additive Alternates**

Bid Item A1. **Additional unit cost per square foot** of existing asphalt pavement removal listed under Bid Item No. 9 with pavement thickness between four (4) and six (6) inches.

$ _____ / S.F.

Bid Item A2. **Additional unit cost per square foot** of existing asphalt pavement removal listed under Bid Item No. 9 and A1, with pavement thickness greater than six (6) inches.

$ _____ / S.F.

PART 3 MEASUREMENT AND PAYMENT

3.1 **GENERAL**

A. Units of measurement are listed above in the price schedule(s).

B. Measurement and payment procedures are as shown below.

C. ENGINEER will take all measurements and compute all quantities.

D. CONTRACTOR will verify measurement and quantities.

E. CONTRACTOR will provide all equipment, workers, and survey crews to assist ENGINEER in making measurements.

RETURN WITH BID DOCUMENTS

3.2 **Mobilization, Traffic Control, SWPP Plan and Public Outreach. Bid Item No. 1**

A. GENERAL. This bid item is provided to cover the CONTRACTOR's cost for general and miscellaneous responsibilities and operations not normally attributed to any other single bid item. This shall include, but is not limited to, work described or enumerated in Section 01 71 13R, Mobilization and Demobilization, shall include all costs related to obtaining permits as required by law. The cost of permits issued by the City will be waived. The cost of all other permits shall be the responsibility of the CONTRACTOR. *This item also includes all costs related to preparation, permitting, and maintenance of the Traffic Control Plan and SWPP Plan, as well as all activities related to Mitigation and and Public Outreach.*

B. METHOD OF MEASUREMENT. Mobilization, Traffic Control, SWPP Plan and Public Outreach shall be measured as a percentage based on the percentage of the cost of work completed compared to the original contract amount.

C. BASIS OF PAYMENT. Payment for Mobilization, Traffic Control, SWPP Plan and Public Outreach will be made as a percentage of the contract lump sum bid price. Payments will be made in accordance with the following schedule:

1. When 10% of the original contract amount is earned, 25% of the amount bid for mobilization will be paid.
2. When 25% of the original contract amount is earned, 50% of the amount bid for mobilization will be paid.
3. When 50% of the original contract amount is earned, 75% of the amount bid for mobilization will be paid.
4. When 75% of the original contract amount is earned, 100% of the amount bid for mobilization will be paid.

3.3 **Construction Layout. Bid Item No. 2**

A. METHOD OF MEASUREMENT. Construction Layout shall not be measured.

B. BASIS OF PAYMENT. Payment for Construction Layout will be made at the contract lump sum bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, surveying, materials and all other incidentals and costs as required to complete this portion of the work.

3.4 **Pothole Existing Utilities. Bid Item No. 3**

A. METHOD OF MEASUREMENT. Pothole Existing Utilities shall not be measured.

B. BASIS OF PAYMENT. Payment for Pothole Existing Utilities will be made at the contract lump sum bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, materials, surveying, off-site disposal

RETURN WITH BID DOCUMENTS

of excavated materials; and furnish, installation and compaction of import fill; and all other incidentals and costs as required to complete this portion of the work.

Note: CONTRACTOR shall be responsible to pothole and positively locate all utilities ahead of the pipeline or box / manhole installation to allow for adjustments to grade, location, or looping as required.

3.5 **Demolition and Disposal of Existing Curb & Gutter and Subbase. Bid Item No. 4**

A. METHOD OF Measurement. Demolition and Disposal of Existing Curb & Gutter and Subbase shall be measured by the linear foot.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Curb & Gutter and Subbase will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to sawcutting, removal and off-site disposal of existing curb & gutter and subbase; and all other operations, incidentals and costs required.

The quantity of curb & gutter to be demolished and removed shall be measured and agreed upon with the OWNER prior to commencement of this work.

3.6 **Demolition and Disposal of Existing Sidewalk and Subbase. Bid Item No. 5**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Sidewalk and Subbase shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Sidewalk and Subbase will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of existing concrete sidewalk, ADA ramps and subbase; and all other operations, incidentals and costs required to complete this portion of the work.

The quantity of sidewalk to be demolished and removed shall be measured and agreed upon with the OWNER prior to commencement of this work.

3.7 **Demolition and Disposal of Existing Concrete Drive, Subbase and Inlet Box in Area of the Proposed Trench Storm Drain. Bid Item No. 6**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Concrete Drive, Subbase and Inlet Box in the Area of Proposed Trench Storm Drain shall not be measured.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Concrete Drive, Subbase and Inlet Box in the Area of Proposed Trench Storm Drain will be made at the

RETURN WITH BID DOCUMENTS

contract lump sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of existing concrete drive, subbase and storm drain inlet box; and all other operations, incidentals and costs required to complete this portion of the work.

3.8 **Demolition and Disposal of Existing Concrete Waterway and Base. Bid Item No. 7**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Concrete Waterway and Base shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Concrete Waterway and Base will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of existing concrete waterway and base; and all other operations, incidentals and costs required to complete this portion of the work.

3.9 **Demolition and Disposal of Existing Median in Holden Street for the Depot Street Utility Crossings . Bid Item No. 8**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Median in Holden Street for the Depot Street Utility Crossings shall not be measured.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Median in Holden Street for the Depot Street Utility Crossings will be made at the contract lump sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of existing concrete curbing, asphalt materials and subbase materials,and all other operations, incidentals and costs required to complete this portion of the work.

3.10 **Demolition and Disposal of Existing Asphalt and Subbase in Public Right-of-Way. Bid Item No. 9**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Asphalt and Subbase in the Public Right-of-Way shall be measured by the square foot and shall assume an asphalt thickness not to exceed 4".

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Asphalt and Subbase in the Right-of-Way will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of existing asphalt and subbase to *a minimum depth of eleven inches (11") below the final roadway design grade*; and all other operations, incidentals and costs required to complete this portion of the work.

RETURN WITH BID DOCUMENTS

The quantity of asphalt to be demolished and removed shall be measured and agreed upon with the OWNER prior to commencement of this work. Existing asphalt thickness greater than four inches (4") shall be paid separately as shown under Additive Alternates Bid Items No. A1 and A2.

3.11 **Demolition and Disposal of Existing Private Concrete Drive Approach and Subbase. Bid Item No. 10**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Private Concrete Drive Approach and Subbase shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Private Concrete Drive Approach and Subbase will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of existing private concrete and subbase to *a minimum depth of twelve inches (12") below the final private concrete drive grade*; and all other operations, incidentals and costs required to complete this portion of the work. This pay item shall *include, as part of the unit cost, any curb edging required to be removed within the affected area.* The Contractor shall protect the existing private irrigation systems and repair any damage immediately.

The quantity of private concrete drive approach to be demolished shall be measured and agreed upon with the OWNER prior to commencement of this work.

3.12 **Demolition and Disposal of Existing Private Asphalt Roadway and Subbase. Bid Item No. 11**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Private Asphalt Roadway and Subbase shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Private Asphalt Roadway and Subbase will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of existing private asphalt and subbase to *a minimum depth of nine inches (9") below the final private drive grade*; and all other operations, incidentals and costs required to complete this portion of the work. This pay item shall *include, as part of the unit cost, any curb edging required to be removed within the affected area.*

The quantity of private asphalt drive approach to be demolished shall be measured and agreed upon with the OWNER prior to commencement of this work

RETURN WITH BID DOCUMENTS

3.13 **Demolition and Disposal of Existing Storm Drain Pipe and Boxes Within the Public Right-of -Way. Bid Item No. 12**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Storm Drain Pipe and Boxes - Public Right-of-Way shall not be measured.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Storm Drain Pipe and Boxes within the Public Right-of-Way will be made at the contract lump sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of the three existing storm drain inlets boxes located along Smelter Street and Stagg Street, along with the connecting storm drain pipe and all excavated materials.

This pay item shall also include the furnish and installation of import A1-a material within the excavated portions of the work, watering, compaction, testing, restoring the grade back to the final design and all other operations, incidentals and costs required to complete this portion of the work.

The Contractor shall protect the existing manhole and related pipe at the west end of Smelter Street where the new storm drain pipe will connect into it.

3.14 **Demolition and Disposal of Existing Storm Drain Pipe and Boxes on Private Property. Bid Item No. 13**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Storm Drain Pipe and Boxes on Private Property shall not be measured.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Storm Drain Pipe and Boxes on Private Property will be made at the contract lump sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of the existing storm drain inlet box, asphalt, concrete flat work, and curb within the northwest corner of the parking area of Big Mountain Barbell (located at the SW corner of Smelter Street and Stagg Street).

This pay item shall also include the furnish and installation of import A1-a material within the excavated portions of the work, watering, compaction, testing, restoring the grade back to the final design and all other operations, incidentals and costs required to complete this portion of the work.

3.15 **Demolition and Disposal of Existing Chain Link Fence. Bid Item No. 14**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Chain Link Fence, along with salvage, storage and protection of both existing sliding / rolling gates, shall not be measured.

RETURN WITH BID DOCUMENTS

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Chain Link Fence will be made at the contract lump sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: **salvage, storage and protection of both existing sliding / rolling gates for future reinstallation**; removal and off-site disposal of the existing fence posts, concrete foundations, wire fabric, safety arms (where applicable), and all other operations, incidentals and costs required to complete this portion of the work.

3.16 **Furnish and Install 8" Diameter Waterline. Bid Item No. 15**

A. METHOD OF MEASUREMENT. Furnish and Install 8" Diameter Waterline shall be measured by the linear foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 8" Diameter Waterline shall be made at the contract unit bid price listed in the bidder's proposal. Payment shall be considered complete compensation for all labor, equipment, and materials, including but not limited to: saw cutting, excavation and off-site disposal of all excavated materials, dewatering, shoring; furnish and installation of the pipe and fittings (including megalug restraint); import pipe bedding, pipe zone and A1-a trench materials; marking tape and tracer wire, thrust blocks, compaction, disinfection, cleaning, testing, and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by the respective bid items.

3.17 **Mainline Connections. Bid Item No. 16**

A. METHOD OF MEASUREMENT. Mainline Connections shall not be measured.

B. BASIS OF PAYMENT. Payment for Mainline Connections will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to: saw cutting, excavation, shoring, dewatering, removal and off-site disposal of excess excavated material; furnish and installation of fittings (including megalug restraint), furnish and installation of import bedding and A1-a trench backfill; compaction, cleaning, testing, disinfection, and all other operations, incidentals and costs required to complete this portion of the work.

This item also includes the cost to cut, cap and abandon the adjacent waterline(s) at each mainline connection location, and as shown. The cost of surface improvement removal and replacement will be paid by the respective bid items.

3.18 **Furnish and Install Gate Valves. Bid Item No. 17 and 18**

A. METHOD OF MEASUREMENT. Furnish and Install Gate Valves shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install Gate Valves, for the respective sizes shown, shall be made at the contract unit bid price listed in the bidder's proposal

RETURN WITH BID DOCUMENTS

and shall be considered complete compensation for all labor, equipment, and materials, including but not limited to: saw cutting, excavation, dewatering, shoring, removal and off-site disposal of excess excavated material; furnish and installation of valve and fittings (including megalug restraint); furnish and installation of marking tape and tracer wire, thrust blocks, import bedding and A1-a trench backfill; compaction, cleaning, testing, and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by the respective bid items.

3.19 **Furnish and Install Hot Tap Valves. Bid Items No. 19 and 20**

A. METHOD OF MEASUREMENT. Furnish and Install Hot Tap Valves shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install Hot Tap Valves shall be made at the contract unit bid price listed in the bidder's proposal, for the respective sizes shown, and shall be considered complete compensation for all labor, equipment, and materials, including but not limited to: saw cutting, excavation, dewatering, shoring, removal and off-site disposal of excess excavated material; furnish and installation of hot tap valve and fittings (including megalug restraint), marking tape, tracer wire, thrust blocks; furnish and installation of import bedding and A1-a trench backfill; compaction, cleaning, testing, and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by the respective bid items.

This item also includes the cost to cut, cap and abandon the adjacent waterline(s) at each hot tap valve location, and as shown. The cost of surface improvement removal and replacement will be paid by the respective bid items.

3.20 **Remove and Replace Existing Water Service Laterals, Complete. Bid Items No. 21, 22, 23, and 24**

A. METHOD OF MEASUREMENT. Remove and Replace Existing Water Service Laterals, Complete shall not be measured.

B. BASIS OF PAYMENT. Payment for Remove and Replace existing Water Service Laterals, Complete, will be made at the contract unit bid price per each service lateral of the respective line sizes listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: saw cutting; removal and off-site disposal of excess excavated materials, the existing culinary water service lateral, meter can and meter setter; furnish and installing of the new service lateral, yoke, fittings, and meter can; connection to the existing water service lateral; furnish and installation of import A1-a fill materials; watering, compaction, grading, testing, and all other operations, incidentals and costs required to complete this portion of the work.

RETURN WITH BID DOCUMENTS

This pay item shall include the cost to remove and restore all surface improvements as measured from the main line connection to and including the meter can.

3.21 **Furnish and Install 4" Diameter Water Line**. **Bid Item No. 25**

A. METHOD OF MEASUREMENT. Furnish and Install 4" Diameter Water Line shall be measured by the linear foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 4" Diameter Water Line shall be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials, including but not limited to: saw cutting, excavation and off-site disposal of all excavated materials, dewatering, shoring; furnish and installation of pipe and fittings (including megalug restraint); furnish and installing import pipe bedding, pipe zone and A1-a trench backfill material, marking tape and tracer wire, thrust blocks; compaction, disinfection, cleaning, testing, and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by the respective bid items.

3.22 **Furnish and Install 6" Diameter Fire Line**. **Bid Item No. 26**

A. METHOD OF MEASUREMENT. Furnish and Install 6" Diameter Fire Line shall be measured by the linear foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 6" Diameter Fire Line shall be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials, including but not limited to: saw cutting, excavation and off-site disposal of all excavated materials, dewatering, shoring; furnish and installation of pipe and fittings (including megalug restraint); furnish and installing import pipe bedding, pipe zone and A1-a trench backfill material, marking tape and tracer wire, thrust blocks; compaction, disinfection, cleaning, testing, and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by the respective bid items.

3.23 **Furnish and Install New Fire Hydrant Assembly, Complete. Bid Items No. 27**

A. METHOD OF MEASUREMENT. Furnish and Install New Fire Hydrant Assembly, Complete, shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install New Fire Hydrant Assembly, Complete, shall be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials, including but not limited to saw cutting, excavation and off-site disposal of all excavated materials, dewatering, shoring; furnish and installation of the new valve, hydrant, pipe, valve box and fittings (including megalug restraint), furnish and installing import pipe bedding, pipe zone and A1-a trench backfill material, marking tape and tracer wire,

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thrust blocks; compaction, disinfection, cleaning, testing, and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by the respective bid items.

3.24 **Remove and Replace Existing Fire Hydrant Assembly, Complete. Bid Item No. 28**

A. METHOD OF Measurement. Remove and Replace Existing Fire Hydrant Assembly, Complete shall not be measured.

B. BASIS OF PAYMENT. Payment for Remove and Replace Existing Fire Hydrant Assembly, Complete, will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to: saw cutting, excavation and off-site disposal of all excavated materials, dewatering, shoring; removal of the existing hydrant, piping and fittings; delivery of the salvaged hydrant to the City shops; furnish and installation of the new valve, hydrant, pipe, valve box and fittings (including megalug restraint); furnish and installing import pipe bedding, pipe zone and A1-a trench backfill material, marking tape and tracer wire, thrust blocks; compaction, disinfection, cleaning, testing, all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by the respective bid items.

3.25 **Remove and Salvage Existing Fire Hydrant. Bid Item No. 29**

A. METHOD OF Measurement. Remove and Salvage Existing Fire Hydrant shall not be measured.

B. BASIS OF PAYMENT. Payment for Remove and Salvage Existing Fire Hydrant will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to: saw cutting, excavation and off-site disposal of all excavated materials, dewatering, shoring; removal of the existing hydrant, piping and fittings; delivery of the salvaged hydrant to the City shops; furnish and installation of import bedding and A1-a backfill material; compaction, materials testing, restoring existing surface improvements behind the curb and gutter; and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement within the roadway and curb and gutter will be paid by their respective bid items.

3.26 **Abandon Existing Water Valves. Bid Item No. 30**

A. METHOD OF Measurement. Abandon Existing Water Valves shall not be measured.

B. BASIS OF PAYMENT. Payment for Abandon Existing Water Valves will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to: saw cutting, excavation, removal and off-site disposal of the existing concrete collar, valve box lid, and valve box extension; furnish and installation of sand or concrete to fill the

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remaining valve box void to the bottom of the proposed roadway subbase elevation; and all other operations, incidentals and costs required to complete this portion of the work.

3.27 **Furnish and Install Storm Drain Pipe. Bid Items No. 31 and 32**

A. METHOD OF MEASUREMENT. Furnish and Install Storm Drain Pipe, of the respective pipe diameter and type, shall be measured by the lineal foot. Pipe lengths shall be as measured from the interior face of each box or manhole to the interior face of the adjacent structure, or end of pipe, as shown.

B. BASIS OF PAYMENT. Payment for Furnish and Install Storm Drain Pipe shall be paid for at the contract unit bid price, for the respective pipe diameter and type, and shall be considered complete compensation for all labor, equipment, and materials, including but not limited to: sawcutting, excavation and off-site disposal of excavated materials; dewatering, shoring (including use of trench boxes as required); furnish and installation of the new storm drain pipe, fittings, and connections; connection to the existing storm drain pipe (where required); furnish and installation of import A-1a bedding and trench backfill material; watering, compaction, cleaning, air and materials testing, video; and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by their respective bid items.

***This Bid Item also includes all costs required to connect the new storm drain pipe to existing storm drain boxes and manholes*.**

3.28 **Furnish and Install Storm Drain Inlet Boxes. Bid Items No. 33, 34 and 35**

A. METHOD OF MEASUREMENT. Furnish and Install Storm Drain Inlet Boxes shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install Storm Drain Inlet Boxes will be made at the contract unit bid price for the respective type, and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, excavation and off-site disposal of excavated materials, shoring, dewatering; furnish and installation of base materials, storm drain inlet boxes, frame, cover and grate; furnish and installation of import A-1a backfill materials, concrete, watering, compaction, grading, finishing, materials testing; and all other operations, incidentals and costs required. The cost of surface improvement removal and replacement will be paid by their respective bid items.

3.29 **Furnish and Install 5' Diameter Storm Drain Manhole. Bid Item No. 36**

A. METHOD OF MEASUREMENT. Furnish and Install 5' Diameter Storm Drain Manhole shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install 5' Diameter Storm Drain Manhole will be made at the contract unit bid price and shall be considered complete

RETURN WITH BID DOCUMENTS

compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, excavation and off-site disposal of excavated materials, shoring, dewatering; furnish and installation of base materials, storm drain manhole, manhole ring, and cover; furnish and installation of import A-1a backfill materials, watering, compaction, grading, materials testing; and all other operations, incidentals and costs required. The cost of surface improvement removal and replacement will be paid by their respective bid items.

3.30 **Furnish and Install Parking Lot Single Inlet Box and Concrete Basin, Complete. Bid Item No. 37**

A. METHOD OF MEASUREMENT. Furnish and Install Parking Lot Single Inlet Box and Concrete Basin, Complete, shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install Parking Lot Single Inlet Box and Concrete Basin, Complete, will be made at the contract lump sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to sawcutting, excavation and off-site disposal of excavated materials to a depth sufficient to allow installation of the new box and concrete drainage basin, shoring, dewatering; furnish and installation of the gravel base, storm drain inlet box, frame and grate and the connecting pipe to the adjacent storm drain inlet box in Stagg Street; furnish and installation of import A-1a backfill materials, base and concrete basin; watering, compaction, grading, forming, finishing, protection, curing, materials testing; and all other operations, incidentals and costs required to complete this portion of the work.

This bid item includes pavement and base demolition and full surface restoration as shown in the bid documents. There will be no separate payment for asphalt or concrete removal and replacement. The area to be removed and replaced will be field marked and verified with the OWNER prior to commencement of the Work.

3.31 **Furnish and Install 12" Trench Drain and Concrete Trough at the South End of the East Parking Lot, Complete. Bid Item No. 38**

A. METHOD OF MEASUREMENT. Furnish and Install 12" Trench Drain and Concrete Trough at the South End of the East Parking Lot, Complete, shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install 12" Trench Drain and Concrete Trough at the South End of the East Parking Lot, Complete, will be made at the contract lump sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, excavation and off-site disposal of the excavated materials to the minimum depth required to install the new trench drain system; excavation and offsite disposal of the existing storm drain box at the south end of the new trench drain system; furnish and install cap on the existing outlet pipe to the west; furnish and installation of base course and gravel materials, forms, concrete, rebar reinforcement, angle iron and anchors, and the 12" metal grate; furnish and installation of the catch basin box, pipe and grate; watering, compaction, grading, forming, finishing, protection, curing, materials testing; and all other operations, incidentals and costs required to complete this portion of the work.

RETURN WITH BID DOCUMENTS

This bid item includes demolition, installation of the new drain and grate system, and full surface restoration of the 8-foot width as shown in the bid documents. There will be no separate payment for concrete removal and replacement within this 8-foot width. Additional concrete removal / replacement beyond the 8-foot overall width of the trench drain concrete apron shall be paid by the respective unit bid items.

3.32 **Furnish and Install 8-inch Diameter Sanitary Sewer Main. Bid Item No. 39**

A. METHOD OF MEASUREMENT. Furnish and Install 8-inch Diameter Sanitary Sewer Main shall be measured by the lineal foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 8-inch Diameter Sanitary Sewer Main shall be paid for at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials, including but not limited to: sawcutting, excavation and off-site disposal of excavated materials; dewatering, shoring (including use of trench boxes as required); furnish and installation of the new sewer pipe, fittings, and connections; furnish and installation of import bedding and A1-a backfill material; watering, compaction, cleaning, air and materials testing, video, and all other operations, incidentals and costs required to complete this portion of the work. Pipe lengths shall be as measured from the interior face of each box or manhole to the interior face of the adjacent structure. The cost of surface improvement removal and replacement will be paid by their respective bid items.

3.33 **Furnish and Install New Sewer Manhole. Bid Items No. 40 and 41**

A. METHOD OF MEASUREMENT. Furnish and Install New Sewer Manhole shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install New Sewer Manholes will be made at the contract unit bid price, for the respective manhole sizes, as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, excavation and off-site disposal of excavated materials, shoring, dewatering; furnish and installation of base materials, the sewer manhole, manhole ring and cover; grouting; furnish and installation of import A1-a backfill materials; watering, compaction, grading, materials testing; and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by their respective bid items.

3.34 **Furnish and Install 5' Diameter Sewer Drop Manhole. Bid Item No. 42**

A. METHOD OF MEASUREMENT. Furnish and Install 5' Diameter Sewer Drop Manhole, shall not be measured.

RETURN WITH BID DOCUMENTS

B. BASIS OF PAYMENT. Payment for Furnish and Install 5' Diameter Sewer Drop Manhole will be made at the contract unit bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, excavation and off-site disposal of excavated materials, shoring, dewatering; furnish and installation of base materials, the sewer manhole and all drop manhole components, manhole ring and cover, grouting; furnish and installation of import A1-a backfill materials; watering, compaction, grading, materials testing, and all other operations, incidentals and costs required to complete this portion of the work . The cost of surface improvement removal and replacement will be paid by their respective bid items.

3.35 **Furnish and Install Sewer Lateral. Bid Items No. 43 and 44**

A. METHOD OF MEASUREMENT. Furnish and Install Sewer Lateral shall be measured by the lineal foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install Sewer Lateral shall be paid for at the contract unit bid price, for the respective size shown, and shall be considered complete compensation for all labor, equipment, and materials, including but not limited to: sawcutting, excavation and off-site disposal of excavated materials; dewatering, shoring (including use of trench boxes as required); furnish and installation of the new sewer pipe, fittings, and connections; furnish and installation of import bedding and A1-a backfill material; watering, compaction, cleaning, air and materials testing, and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by their respective bid items.

3.36 **Furnish and Install Curb & Gutter and Base. Bid Items No. 45, 46 and 47.**

A. METHOD OF MEASUREMENT. Furnish and Install Curb & Gutter and Base shall be measured by the linear foot, and shall include the modified curb and gutter required across the front of all drive approaches.

B. BASIS OF PAYMENT. Payment for Furnish and Install Curb & Gutter and Base will be made at the contract unit bid price, for the respective types listed, and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: furnish and installation of new base and concrete materials; watering, compaction, grading, forming, finishing, curing, materials testing; restoration of irrigation and landscape, and all other operations, incidentals and costs required to complete this portion of the work.

3.37 **Furnish and Install New Concrete Sidewalk and Base. Bid Items No. 48, 50 and 57**

A. METHOD OF MEASUREMENT. Payment for Furnish and Install New Concrete Sidewalk and Base shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install New Concrete Sidewalk and Base will be made at the contract unit bid price, for the respective thickness and types

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listed, and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: removal and off-site disposal of excavated materials to the bottom elevation of the new base; furnish and installation of new base and concrete materials; watering, compaction, grading, forming, finishing, protection, curing, materials testing; restoration of irrigation and landscape, and all other operations, incidentals and costs required to complete this portion of the work.

Payment shall also include the costs for adjusting to final grade all existing utilities and vaults that remain within the new sidewalk.

3.38 **Furnish and Install 4" Thick Stamped / Colored Sidewalk and Base on Main Street. Bid Item No. 49**

A. METHOD OF MEASUREMENT. Payment for Furnish and Install 4" Thick Stamped / Colored Sidewalk and Base shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 4" Thick Stamped / Colored Sidewalk and Base will be made at the contract unit bid price, and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to removal and off-site disposal of excavated materials to the bottom elevation of the new base; furnish and installation of new base and colored concrete materials; watering, compaction, grading, forming, stamping, finishing, protection, curing, materials testing; restoration of irrigation and landscape, and all other operations, incidentals and costs required to complete this portion of the work.

3.39 **Furnish and Install 8" Thick Concrete Waterway and Base. Bid Item No. 51**

A. METHOD OF MEASUREMENT. Payment for Furnish and Install 8" Thick Concrete Waterway and Base shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 8" Thick Concrete Waterway and Base will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: removal and off-site disposal of excavated materials to the bottom of the new base grade; furnish and installation of new road base, rebar and concrete materials; watering, compaction, grading, forming, finishing, protection, curing, materials testing, and all other operations, incidentals and costs required to complete this portion of the work.

3.40 **Furnish, Installation and Restoration of the Median in Holden Street for the Depot Street Utility Crossings. Bid Item No. 52**

A. METHOD OF MEASUREMENT. Payment for Furnish, Installation and Restoration of Median in Holden Street, for the Depot Street Utility Crossings shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish, Installation and Restoration of Median in Holden Street, for the Depot Street Utility Crossings, will be made at the contract lump

RETURN WITH BID DOCUMENTS

sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: furnish and installation of new base materials, forms, rebar, concrete curb and gutter; watering, compaction, grading, finishing, protection, curing; furnish and installation of new base materials and asphalt for the center portion of the median; materials testing, and all other operations, incidentals and costs required to complete this portion of the work. The cost of asphalt removal / replacement beyond the limits of the curb and gutter of the median shall be paid under the respective bid item.

3.41 **Furnish and Install New 3" Asphalt Pavement and 8" Base. Bid Item No. 53**

A. METHOD OF MEASUREMENT. Furnish and Install New 3" Asphalt Pavement and 8" Base shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install New 3" Asphalt Pavement and 8" Base will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: furnish and installation of roadbase, new tack coat and asphalt materials; compaction, materials testing, and all other operations, incidentals and costs required to complete this portion of the work.

3.42 **Furnish and Install New 4" Stamped / Colored Asphalt Pavement and 8" Base on Main Street. Bid Item No. 54**

A. METHOD OF MEASUREMENT. Furnish and Install New 4" Stamped / Colored Asphalt Pavement and 8" Base on Main Street shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install New 4" Stamped / Colored Asphalt Pavement and 8" Base on Main Street will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: furnish and installation of roadbase, new tack coat and colored asphalt materials; compaction, stamping, materials testing, and all other operations, incidentals and costs required to complete this portion of the work.

3.43 **Furnish and Install 4" Asphalt Pavement Repair and 8" Base. Bid Item No. 55**

A. METHOD OF MEASUREMENT. Furnish and Install 4" Asphalt Pavement Repair and 8" Base shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 4" Asphalt Pavement Repair and 8" Base will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: furnish and installation of roadbase, new tack coat and asphalt materials; compaction, materials testing, and all other operations, incidentals and costs required to complete this portion of the work.

RETURN WITH BID DOCUMENTS

3.44 **Furnish and Install New 3" Asphalt and 6" Base (Private Drives). Bid Item No. 56**

A. METHOD OF MEASUREMENT. Furnish and Install New 3" Asphalt and 6" Base (Private Drives) shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install New 3" Asphalt and 6" Base (Private Drives) will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: furnish and installation of roadbase, new tack coat and asphalt materials; compaction, materials testing, and all other operations, incidentals and costs required to complete this portion of the work.

3.45 **Furnish and Install ADA Tactile Pads for Corner Ramps. Bid Item No. 58**

A. METHOD OF MEASUREMENT. Payment for Furnish and Install ADA Tactile Pads for Corner Ramps shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install New ADA Tactile Pads for Corner Ramps will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to furnish and installation of the ADA tactile pads within the new sidewalk corner ramps; and all other operations, incidentals and costs required to complete this portion of the work. The cost of sidewalk removal and replacement will be paid by its respective bid items.

3.46 **Adjust and Collar Storm Drain Manhole. Bid Item No. 59**

A. METHOD OF MEASUREMENT. Adjust and Collar Storm Drain Manhole shall not be measured.

B. BASIS OF PAYMENT. Payment for Adjust and Collar Storm Drain Manholes will be made at the contract unit bid price listed in the bidder’s proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: removal and off-site disposal of bituminous surface course and base materials; furnish and installation of fiber reinforced concrete materials; watering, compaction, grading, forming, finishing, protection, curing, materials testing, and all other operations, incidentals and costs required to complete this portion of the work.

3.47 **Adjust and Collar Sewer Manhole. Bid Item No. 60**

A. METHOD OF MEASUREMENT. Adjust and Collar Sewer Manhole shall not be measured.

B. BASIS OF PAYMENT. Payment for Adjust and Collar Sewer Manhole will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but

RETURN WITH BID DOCUMENTS

not limited to: removal and off-site disposal of bituminous surface course and base materials; furnish and installation of fiber reinforced concrete materials; watering, compaction, grading, forming, finishing, protection, curing, materials testing, and all other operations, incidentals and costs required to complete this portion of the work.

3.48 **Adjust and Collar Water Valves and Monuments. Bid Item No. 61**

A. METHOD OF MEASUREMENT. Adjust and Collar Water Valves and Monuments shall not be measured.

B. BASIS OF PAYMENT. Payment for Adjust and Collar Water Valves and Monuments will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: removal and off-site disposal of bituminous surface course and base materials; furnish and installation of fiber reinforced concrete materials; watering, compaction, grading, forming, finishing, protection, curing, materials testing, and all other operations, incidentals and costs required to complete this portion of the work.

3.49 **Furnish and Install Sign. Bid Items No. 62, 63, 64, 65, 66 and 67**

A. METHOD OF MEASUREMENT. Furnish and Install Signs shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install Signs, will be made at the contract unit bid price, for the respective type of sign as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, materials; and all other incidentals and costs as required to complete this portion of the work.

3.50 **Furnish and Install Pavement Striping (Public and Private) . Bid Item No. 68**

A. METHOD OF MEASUREMENT. Furnish and Install Pavement Striping (Public and Private) shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install Pavement Striping (Public and Private), will be made at the contract lump sum bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, materials; and all other incidentals and costs as required to complete this portion of the work.

3.51 **Furnish and Install 6-foot Chain Link Fence and Reinstall Sliding Gates. Bid Items No. 69**

A. METHOD OF MEASUREMENT. Furnish and Install 6-foot Chain Link Fence and Reinstall Sliding Gates shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install 6-foot Chain Link Fence and Reinstall Sliding Gates, will be made at the contract lump sum bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor,

RETURN WITH BID DOCUMENTS

equipment, and materials including but not limited to: furnish and installation of new fence posts, concrete foundations, removal and reinstallation of both salvaged sliding / rolling gates, wire fabric, and all other operations, incidentals and costs required to complete this item.

3.52 **Furnish and Install 3" Cobble, 6" Thick, with Landscape Fabric in Park Strips. Bid Item No. 70**

A. METHOD OF MEASUREMENT. Furnish and Install 3" Cobble, 6" Thick, with Landscape Fabric in Park Strips shall be measured by the linear foot along the roadway.

B. BASIS OF PAYMENT. Payment for Furnish and Install 3" Cobble, 6" Thick, with Landscape Fabric in Park Strips will be made at the contract unit bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, materials; and all other incidentals and costs as required to complete this portion of the work.

3.53 **Landscape and Irrigation System Restoration. Bid Item No. 71**

A. METHOD OF MEASUREMENT. Landscape and Irrigation System Restoration shall not be measured.

B. BASIS OF PAYMENT. Payment for Landscape and Irrigation System Restoration will be made at the contract lump sum bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, materials; and all other incidentals and costs as required to complete this portion of the work.

3.54 **Removal of Additional Thickness of Existing Asphalt Pavement**. **Additive Alternate Items No. A1 and A2.**

A. METHOD OF MEASUREMENT. Additional thickness pavement removal shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for additional pavement thickness will be made at the additional unit cost per square foot of asphalt pavement removed. Existing asphalt pavement thickness found to exceed 4" up to 6" in thickness shall be paid the base unit cost of Bid Item 9, plus the additional unit cost per square foot of A1. Existing pavement thickness greater than 6" shall be paid the base unit cost of Bid Item 9, plus the additional unit costs of A1 and A2, and shall be considered complete compensation for all labor, equipment, materials; and all other incidentals and costs as required to complete this portion of the work.

RETURN WITH BID DOCUMENTS

3.55 **Bidder's Subscription**

The BIDDER acknowledges that:

A. The OWNER may elect to increase or decrease the estimated quantities of the base bid items indicated in the above table to reflect actual conditions encountered during pot holing of mainline utilities, installation of improvements, and based upon available budget; and,

B. Items noted as “As Approved by Engineer” are optional and will be awarded at the discretion of the ENGINEER and OWNER; and,

C. Unit quantities are estimates and will be field verified.

A. Date: _____

B. Bidder's Signature: _____

C. Please print Bidder's name here: _____

D. Title: _____

END OF DOCUMENT

RETURN WITH BID DOCUMENTS

DOCUMENT 00 50 00

AGREEMENT FORM

THIS AGREEMENT dated as of _____, is by and between Midvale City (hereinafter called OWNER), and _____(hereinafter called CONTRACTOR). OWNER, and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The demolition and off-site removal of approximately 17,300 square feet of existing asphalt roadway, together with the demolition and disposal of approximately 2,000 linear feet of curb and gutter, 5,900 square feet of sidewalk, storm drain inlets and piping, and related appurtenances. The Work also includes the demolition of existing chain link fence, and the salvage and protection of two existing sliding gates for reinstallation; and,

Furnishing and installation of approximately 670 linear feet of sanitary sewer, manholes, laterals, and related appurtenances; and,

Furnishing and installation of approximately 2,500 linear feet of storm drain, together with storm drain inlets, manholes, drainage grates, drainage basins, and related appurtenances; and,

Furnishing and installation of approximately 4,200 linear feet of new 8-inch diameter culinary water main, service lateral replacement, fire hydrants, valves, and related appurtenances; and,

Furnishing and installation of approximately 3,800 linear feet of new curb and gutter, 16,000 square feet of sidewalk, and 50,900 square feet of new asphalt roadway and base (which includes utility pavement restoration in the adjacent streets. The Work also includes the furnishing and installation of new chain link fencing and the reinstallation of the two existing, salvaged sliding gates.

2.0 ENGINEER

The Project has been designed by **Paul Hansen Associates, LLC**, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3. CONTRACT TIME

3.1. The Project shall have the following completion dates:

All underground work and roadway improvements within Depot Street and the north half of Stagg Street, along with the waterline in Smelter Street, shall be completed and fully operational by **September 24, 2025**.

All underground and roadway improvements within Depot Street, Smelter Street and Stagg Streets shall be completed by **October 31, 2025**.

The entire Project shall be substantially completed by **April 17, 2026** and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before **April 30, 2026**.

3.2. LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand Dollars ($1,000.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or within any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Dollars ($1,000.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

4. CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds in accordance with the Bid Form included herewith.

5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS: All progress payments will be on the basis of the progress of the Work estimated by the ENGINEER.

5.2. FINAL PAYMENT: Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

6. INTEREST

All monies not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate of 1.5% per month, compounded monthly.

7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, Site, locality, and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 5.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR 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 and assumes responsibility for the accurate location of said Underground Facilities.

No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 5.04 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement (pages 1 to 4, inclusive).

8.2. Performance and Payment Bonds

8.3. General Conditions (pages 1 to 79, inclusive).

8.4. Supplementary Conditions (pages 1 to 6, inclusive).

8.5. Specifications bearing the title SPECIFICATIONS as listed in table of contents hereof.

8.6. Drawings bearing the title MIDVALE CITY - 2025 ROADWAY AND UTILITY PROJECT as listed in the Index of Drawings on Sheet G-2 of said drawings.

8.7. Addenda numbers ____ to ____ inclusive.

8.9. Exhibits to this Agreement, identified as follows:
Exhibit A – Notice of Award – Document 00 51 00
Exhibit B – Notice to Proceed – Document 00 52 00
Exhibit C – Bid Form – Document 00 30 00 (Including Documentation Accompanying Bid)
Exhibit D – Insurance Certificates

8.10. Documentation submitted by CONTRACTOR prior to Notice of Award.

8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Article 11 of the General Conditions.

8.12. The documents listed in paragraphs 8.2 et seq. above are attached to the Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in the Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 11 of the General Conditions.

9. MISCELLANEOUS

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10. OTHER PROVISIONS

None

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 2025.

Midvale City, OWNER

By: _____

[CORPORATE SEAL]

Attest: _____

Address for Giving Notices:

7505 S. Holden Street

Midvale, Utah 84047

(OWNER shall attach authority to sign and resolution or other documents authorizing execution of Agreement.)

_____ CONTRACTOR

By: _____

[CORPORATE SEAL]

Attest: _____

Address for Giving Notices:

License No.: _____

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

END OF SECTION

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DOCUMENT 00 80 00

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. EJCDC C-700, 2018 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1 DEFINITIONS AND TERMINOLOGY

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700, 2018 Edition) have the meanings assigned to them in the General Conditions.

SC-3.03 REPORTING AND RESOLVING DISCREPANCIES

Add the following new paragraph immediately after paragraph 3.03.B:

C. In the event of an inconsistency between provisions in any of the Contract Documents, the order of precedence shall be established by the most stringent of the criteria and conditions.

SC-4.01 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

Delete paragraph 4.01.A of the General Conditions and insert the following in its place:

A. The Contract Times will commence to run on the date indicated in the Notice to Proceed. Any Work undertaken by CONTRACTOR prior to the date indicated in the Notice to Proceed will be entirely at his own risk.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

Add the following new paragraph(s) immediately after paragraph 5.03.B:

B.1. No geotechnical report was prepared for this project.

SC-6.03 CONTRACTOR'S INSURANCE

The requirements of General Conditions paragraph 6.03 for insurance to be purchased and maintained by the CONTRACTOR, and any renewals thereof, are modified and supplemented as follows:

D. A copy of the acceptable Certificates of Insurance filed with the OWNER shall be delivered to the ENGINEER for review before any work at the site is started.

E. The CONTRACTOR General Liability Insurance shall be comprehensive form and shall include the following coverages:

1. Premises/Operations, collapse hazard, underground hazard, products/completed operations hazard, contractual insurance applicable to CONTRACTOR's obligations under paragraph 7.18 Indemnification of the General Conditions, broad form property damage, independent contractors, and personal injury.

2. Auto Liability Insurance shall be comprehensive form and shall cover owned, hired and non-owned vehicles.

3. The limits of liability for the insurance required by paragraph 6.03 of the General Conditions shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations:

   a. Workers' Compensation, etc. under paragraphs 6.03.A of the General Conditions:

      (1) State: ..... Statutory
      (2) Applicable Federal: ..... Statutory
      (3) Employer's Liability $1,000,000
          (a) Bodily Injury, each accident $1,000,000
          (b) Bodily Injury by disease, each employee $1,000,000
          (c) Bodily Injury/disease aggregate $1,000,000

MODIFICATIONS TO THE GENERAL CONDITIONS

b. CONTRACTOR's Comprehensive General Liability Insurance under paragraphs 6.03.B and 6.03.C of the General Conditions which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of CONTRACTOR:

(1) General Aggregate..... $3,000,000
(2) Products--Completed Operations Aggregate $1,000,000
(3) Personal and Advertising Injury..... $1,000,000
(4) Each Occurrence (Bodily Injury and Property Damage):..... $1,000,000
(5) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

c. Automobile Liability under paragraph 6.03.C of the General Conditions:

(1) Bodily Injury:
(a) Each Person $1,000,000
(b) Each Accident $1,000,000
(2) Property Damage:
(a) Each Accident $1,000,000
or
(3) Combined Single Limit (Bodily Injury and Property Damage):
(a) Each Accident $1,000,000

d. Excess Liability in Umbrella Form:
(1) General Aggregate..... $2,000,000
(2) Each Occurrence $1,000,000

e. Contractor's Pollution Liability:
(1) Each Occurrence $1,000,000
(2) General Aggregate..... $2,000,000

f. Other persons or entities (other than those already listed in the General Conditions) to be included on the policy as additional insured shall include:

(1) Midvale City Corporation
(2) Paul Hansen Associates, LLC and its subconsultants
(3) Other Engineering or testing groups employed by OWNER for work at the site or this project.

SC – 7.08 Patent Fees and Royalties

Replace Paragraph B of Article 7.08 of the General Conditions with the following:

B. To the fullest extent permitted by Laws and Regulations, if Owner fails to disclose patent rights or copyrights in the Contract Documents of which Owner has actual knowledge as required in Section 7.08.A above, then Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

SC - 7.11 LAWS AND REGULATIONS

Add the following paragraph to Article 7.11 – Laws and Regulations:

D. All Bidders are required to follow the requirements of Utah Code Annotated 63G-12-101 et seq., which prohibits the OWNER from entering into any contract for the performance of services with any successful Bidder who does not first provide the OWNER with proof of registration and participation in a federally approved immigration status verification system to ensure that their employees are legally authorized to work in the United States. Failure to provide the required proof may be grounds for rejection of an otherwise successful Bid. By submitting a Bid in response to this Advertisement or Invitation to Bid, CONTRACTOR certifies that it does not, and will not during the performance of this Contract, knowingly employ, or subcontract with any entity which employs workers who are not legally authorized to work in the United

States. CONTRACTOR agrees to require all its employees to provide proof of their eligibility to work in the United States and agrees to use all reasonable means to verify that proof. CONTRACTOR further agrees to require any Subcontractors engaged to Work on the Project to sign a Certification of Legal Work Status and submit the Certification to the OWNER prior to any Work being performed by the Subcontractors. CONTRACTOR agrees to provide to the OWNER all documents necessary to verify compliance with applicable State and Federal immigration and labor laws. If CONTRACTOR knowingly employs workers or Subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the Contract between CONTRACTOR and OWNER. In addition, CONTRACTOR may be suspended from participating in future projects with the OWNER. In the event this Contract is terminated due to a violation of 8 USC § 1324a by CONTRACTOR or a Subcontractor of CONTRACTOR, CONTRACTOR shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by the OWNER as well as attorney fees. For purposes of compliance, the OWNER requires CONTRACTOR and Subcontractors to use an immigration status verification system such as E-Verify, or other approved system as outlined in Utah Code Annotated 63G-12-101 et seq., to verify the employment eligibility of all employees. CONTRACTOR and Subcontractors must maintain up to date documentation of the status verification system inquiry regarding each employee and must provide this information to the OWNER prior to beginning the Project.

SC - 7.13 SAFETY AND PROTECTION

Add the following language at the end of the first sentence of the first paragraph of 7.13.A of the General Conditions:

In particular, the CONTRACTOR shall be responsible for observing and supervising all safety precautions in accordance with regulations established by the Occupational Safety and Health Administration (OSHA).

SC-7.18 INDEMNIFICATION

Replace Paragraph A of Article 7.18 of the General Conditions with the following paragraph:

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent, reckless, or intentional act or omission of Contractor or any individual or entity directly or indirectly employed by Contractor to perform any of the Work, or anyone for whose acts Contractor may be liable or any negligent act or omission of any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

SC-7.20 ADDITIONAL FEDERAL AND STATE REQUIREMENTS

Add this section to Article 7 - Contractor's Responsibilities of the General Conditions.

A. CONTRACTOR shall comply with the provisions of 40 CFR Part Nos. 8, 60-1 and 60-4 concerning Equal Employment Opportunities (EEO).

B. CONTRACTOR shall comply with the requirements of the State of Utah Department of Environmental Quality, Air Quality Regulations (including R307-205 Emission Standards: Fugitive Emissions and Fugitive Dust, and R307-309: Nonattainment and Maintenance Areas for PM10 and PM2.5: Fugitive Emissions and Fugitive Dust, of the Utah Air Conservation Rules - UACR). Note that it is CONTRACTOR's responsibility to prepare, submit, and obtain approval from the Executive Secretary for the dust control plan required under these regulations.

SC-8.02 COORDINATION

Add a new paragraph immediately after paragraph 8.02 of the General Conditions which is to read as follows:

C. Should CONTRACTOR cause damage to the work or property of any separate contractor at the site, or should any claim arising out of CONTRACTOR's performance of the Work at the site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER's Consultants, the Construction Coordinator or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by

agreement, or otherwise resolve the dispute by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER, ENGINEER, ENGINEER's Consultants and the Construction Coordinator harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator to the extent based on a claim arising out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of Work by any separate contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, ENGINEER's Consultants and Construction Coordinator for any delay, disruption, interference or hinderance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, ENGINEER's Consultant or Construction Coordinator for activities that are their respective responsibilities.

SC-10.03 PROJECT REPRESENTATIVE

Add the following language at the end of Paragraph 10.03 of the General Conditions.

1. ENGINEER may furnish a full time Resident Project Representative (RPR) to represent ENGINEER at the Project Site. The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with OWNER and in the Construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site Work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the Progress Schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

   a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

   b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

   a. Record date of receipt of Shop Drawings and Samples.

   b. Receive Samples which are furnished at the site by CONTRACTOR and notify ENGINEER of availability of Samples for examination.

MODIFICATIONS TO THE GENERAL CONDITIONS

c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Document.

b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

8. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c. Record names, addresses and telephone numbers of all CONTRACTORS, Subcontractors and major Suppliers of materials and equipment.

9. Reports:

a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.

d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the Site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. Completion:

    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

    b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.

    c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.

2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.

3. Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

6. Shall not accept Shop Drawings or Sample submittals from anyone other than CONTRACTOR.

7. Shall not authorize OWNER to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SC-11.09 CHANGE PROPOSALS

Modify the first sentence of Paragraph 11.09 B.1 to read as follows:

1. Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than **15** days) after the start of the event giving rise thereto, or after such initial decision.

.

SC-13.01.E Documentation and Audit

Substitute Paragraph E of Title 13.01 of the General Conditions with the following:

E. Documentation and Audit: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. In any contracts with Subcontractors, Contractor will require Subcontractors to afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

MODIFICATIONS TO THE GENERAL CONDITIONS

SC-15.01.B APPLICATIONS FOR PAYMENT

The first sentence of Paragraph 15.01.B.1 of the General Conditions is hereby deleted in its entirety and the following is substituted in lieu thereof:

1. At least thirty (30) days before the date established in the Agreement for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. All applications for payment shall be accompanied by partial lien releases on the project from all Subcontractors, Employees, Suppliers, and Contractors who have pre-liened the work.

SC-15.01.D PAYMENT BECOMES DUE

Paragraph 15.01.D of the General Conditions is hereby deleted in its entirety and the following is substituted in lieu thereof:

Twenty days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, but not prior to the day indicated in Section 5.1 of the "Agreement", the amount recommended (subject to any owner set- offs) will become due, and when due will be paid by OWNER to CONTRACTOR.

SC-17.01 FINAL RESOLUTION OF DISPUTES

Replace Paragraph B of Article 17.01 of the General Conditions with the following:

B. *Final Resolution of Disputes*: Any dispute arising under or relating to this Agreement will be finally resolved in the following order:
   1. Good faith negotiations between the Parties;
   2. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and
   3. Litigation.

- END OF SECTION –

MODIFICATIONS TO THE GENERAL CONDITIONS

ADDENDUM NO. 2

to

BIDDING AND CONTRACT DOCUMENTS

for

2025 Roadway and Utility Improvement Project

Midvale City Corporation
7505 South Holden Street
Midvale, Utah 84047

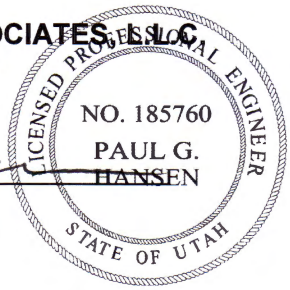
June 18, 2025

1. The Owner will provide initial construction survey staking of all required improvements at no cost thru John Riddle, PLS at McNeil Engineering. All subsequent re-staking due to lost or damaged control points / hubs / etc. shall be at the Contractors sole expense.

2. A copy of the Prebid Outline and slides used during the prebid meeting is attached. Plan Holders are reminded that the contract completion time was modified in Addendum No. 1.

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

PAUL HANSEN ASSOCIATES, LLC



Paul G. Hansen, P.E.
Principal

Record of Prebid Conference

(Mandatory Attendance)

CLIENT: Midvale City
PROJECT: 2025 Roadwday and Utility Improvement Project

Date: June 16, 2025	Time: 9:00 ✔ a.m. ☐ p.m. Location: Midvale City Offices
Name of Owner: Midvale City 7505 Holden Street Midvale, Utah 84047 Tel.: (801) 567-7200	Name of Engineer: Paul Hansen, Paul Hansen Associates Tel.: (801) 816-9119

Contact Persons:
Kate Andrus, RDA Director Branden Anderson, City Engineer

SUBJECTS TO BE DISCUSSED

1. Introductions:

See attached list of attendees

2. Project Scope:

The demolition and off-site removal of approximately 17,300 square feet of existing asphalt roadway, together with the demolition and disposal of approximately 2,000 linear feet of curb and gutter, 5,900 square feet of sidewalk, storm drain inlets and piping, and related appurtenances. The work also includes the demolition of existing chain link fence, and the salvage and protection of two existing sliding gates for reinstallation;

Furnishing and installation of approximately 670 linear feet of sanitary sewer, manholes, laterals, and related appurtenances;

Furnishing and installation of approximately 2,500 linear feet of storm drain, together with storm drain inlets, manholes, drainage grates, drainage basins, and related appurtenances;

Furnishing and installation of approximately 4,200 linear feet of new 8-inch diameter culinary water main, service lateral replacement, fire hydrants, valves, and related appurtenances; and

Furnishing and installation of approximately 3,800 linear feet of new curb and gutter, 16,000 square feet of sidewalk, and 50,900 square feet of new asphalt roadway and base (which includes utility pavement restoration in the adjacent streets. The work also includes the furnishing and installation of new chain link fencing and the reinstallation of the two existing, salvaged sliding gates.

Bid Schedule: See Section 00 30 10

There will be an Addendum issued that adds waterline installation along Holden Street, south of Center Street, and clarifies contract items.

3. Instructions to Bidders:

Qualifications of Bidders: Each bid must contain evidence that the BIDDER is properly licensed by the State of Utah to do the type of work required, and must demonstrate experience on projects of similar size and nature.

Examination of Contract Documents and Site: Each BIDDER is responsible to a.) Examine the contract documents thoroughly; b.) visit the site to become familiar with local conditions that may affect cost, progress, performance or finishing of the work; c.) consider all laws which may affect cost, progress, performance or finishing of the work; d.) correlate site conditions with the Contract and Bidding Documents; and e.) notify ENGINEER of all conflicts, errors or discrepancies.

Interpretations and Addenda: All requests for interpretation of the Contract Documents shall be made in writing **via Bonfire by 5:00 p.m. on June 20, 2025.** OWNER or ENGINEER will post the written interpretation on Bonfire. If the OWNER or ENGINEER does not respond to a Bidder's request for interpretation the Bidder shall comply with the intent and terms of the Contract Documents.

Bid Security: 5% of the bid.

Contract Time:

The Project shall have the following completion dates:

All underground work within Depot Street and the north half of Stagg Street, along with the waterline in the east half of Smelter Street, shall be completed and operational along with all roadway improvements which front the West Main Apartments on Depot and Stagg Streets by **September 24, 2025**

The entire Project shall be **substantially completed by October 31, 2025.** The remaining Work shall be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or **November 14, 2025.**

NOTE: The contract time will be modified by Addendum, extending the final completion date til spring of 2026. See Addendum No. 1 for final required completion dates..

Liquidated Damages: $1,000 per day. Paragraph 3.2 Agreement

Substitute or "or-equivalent" items: Award of the contract will be on the basis of materials and equipment specified in the Specifications without consideration of possible substitute or "equivalent" items.

Bid Form: All blanks on the bid form must be completed in ink or typewrite, and must contain an acknowledgment of receipt of all Addenda.

Submission of Bids: Bids will be received until the closing date and time as listed on Bonfire (June 26, 2025, at 5:00 p.m.). **All bids shall be submitted online at Bonfire**. It is the sole responsibility of the BIDDER to submit the Bid before the scheduled time. Any questions regarding how to use the Bonfire program, including how to submit a bid, download and upload documents, etc. should be directed to support.bonfire@eunasolutions.com.

Selection Criteria: This project is to be scored, ranked and awarded based on three (3) criteria, and following the procedure outlined in Section 15 of the Instructions to Bidders.

(1) Bid Price (40%);
(2) Past Experience (30%); and
(3) Approach to Project (30%)

Opening of Bids: A public bid opening **will not** be held. Midvale City will evaluate the bids according to the selection criteria.

Bids to Remain Subject to Acceptance: 45 days after the date of the bid opening.

Award of Contract: Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids.

Forms Attached with Bid

The Bid form is to be completed and submitted with the Bid security and the following **data**

A. Document 00 30 00 - Bid
B. Document 00 30 10 - Bid Schedule completely and correctly filled in;
C. Document 00 41 00 - Bid Bond;
D. Document 00 42 00 - Contractor's Qualifications;
E. Document 00 43 00 - List of Subcontractors;
F. Document 00 43 37 - Work under Contract Report
G. Document 00 43 38 - Bidder Status Report
H. Document 00 45 37 – Status Verification System Affidavit.
I. Document 00 45 38 - Utah Retirement Systems Post-employment / post Retirement Restrictions ACT Certification & Release
J. Other items listed below in 15. SELECTION CRITERIA, including past experience and Project approach.

5. **Project Personnel/Roles and Authority:**
   a. Owner: Midvale City Corporation
   b. Engineer: Paul Hansen Associates. Engineer's responsibility (RPR) stated in Article 10 of the General Conditions

6. **Quality Control (QC), Inspection, Testing Procedures:**

   Responsibility of Contractor to provide:

   Refer to *Document 01 43 00 Quality Assurance* and *Document 01 45 00R (Revised) - Quality Control* for frequencies

7. **Temporary Facilities:** Contractor to provide.

8. **Storage Facilities/Staging Areas Locations and Onsite Utilities:** The Contractor shall arrange for storage and storage purposes. The Contractor shall restore all disturbed land to it's pre-existing condition.

9. **Site Security:** Responsibility of Contractor.

10. **Easements/Rights-of-way:** All work to be performed within City right-of-way, or within prescriptive right-of-way. Easements and right-of-ways pointed out at time of field visit associated with the pre-bid conference.

11. **Cleanup, Trash Removal, and Dust Control:** Responsibility of Contractor

12. **Startup Requirements:**

    Coordination required before startup. Following issuance of Notice of Award, and prior to commencement of construction, a pre-construction conference will be held.

13. **Contractor Agenda Items/Questions:**

    1. The issue of time for completion was discussed, and the City agreed to extend the contract completion for all work until spring of 2026. An Addendum will be issued which clarifies the contract time extension.

    2. Traffic control was discussed again and the City indicated that they will need sufficient time to review the proposed traffic control plans. Although a general plan will be required initially, specific details for each roadway impact will be required as the project advances to address site specific requirements.

    3. All Plan Holders were strongly encouraged to walk the project to make sure that they were familiar with all aspects and understanding of project.

    4. Submittals were discussed. Submittals will be accepted in PDF format and will be accepted in less than 10-days.

    5. Construction Surveying services will be provided by the City, using John Riddle, PLS.

14. **Field Visit**

    The project area was walked with representatives of the City, Engineer and Bidders**.**

Others in attendance at Preconstruction Conference

Name:	Organization:	Contact Information	
		Telephone	E-mail
Paul Hansen	Paul Hansen Associates	(801) 816-9119	paul@paulhansenassociates.com
Dave Bruse	Paul Hansen Associates	(385) 237-7140	dave@paulhansenassociates.com
Nate Rockwood	Midvale City	(801) 567-7200	nrockwood@midvaleut.gov
Kate Andrus	Midvale City RDA	(801) 567-7200	kandrus@midvaleut.gov
Branden Anderson	Midvale City Engineer	(801) 567-7200	banderson@midvaleut.gov
Steve Busch	Midvale City	(801) 381-7869	sbusch@midvaleut.gov
Melissa Strasburg	Midvale City	(801) 567-7254	
Wesley Vanvalkenburg	Midvale City	(801) 906-3302	
Rafael Garcia	Midvale City	(801) 920-4838	rgarcia@midvaleut.gov
James Beck	Beck Construction & Exc.	(801) 502-3961	james@beckconstruct.com
Carson Bastian	Beck Construction & Exc.	(801) 588-9654	carson@beckconstruct.com
Tim Ard	COP Construction	(801) 600-2167	utbid@copconstruction.com
Adam Crosby	Stacy & Witbeck	(510) 810-2205	acrosby@stacywitbeck.com
Connor Hudson	Salt Lake Ex	(385) 230-3218	connnor@salt lakeexcavating.com
Blain Thomas	Stacy & Witbeck	(801) 807-8015	bthomas@stacywitbeck.com
Paul Hunter	VanCon	(385) 495-5262	bid@wedigutah.com
Ryan Harward	Newman Construction	(801) 702-9484	rharward@newmanllc.com
Tara Fiedler	Lyndon Jones Construction	(801) 23-3478	bids@jonesconstruction.com

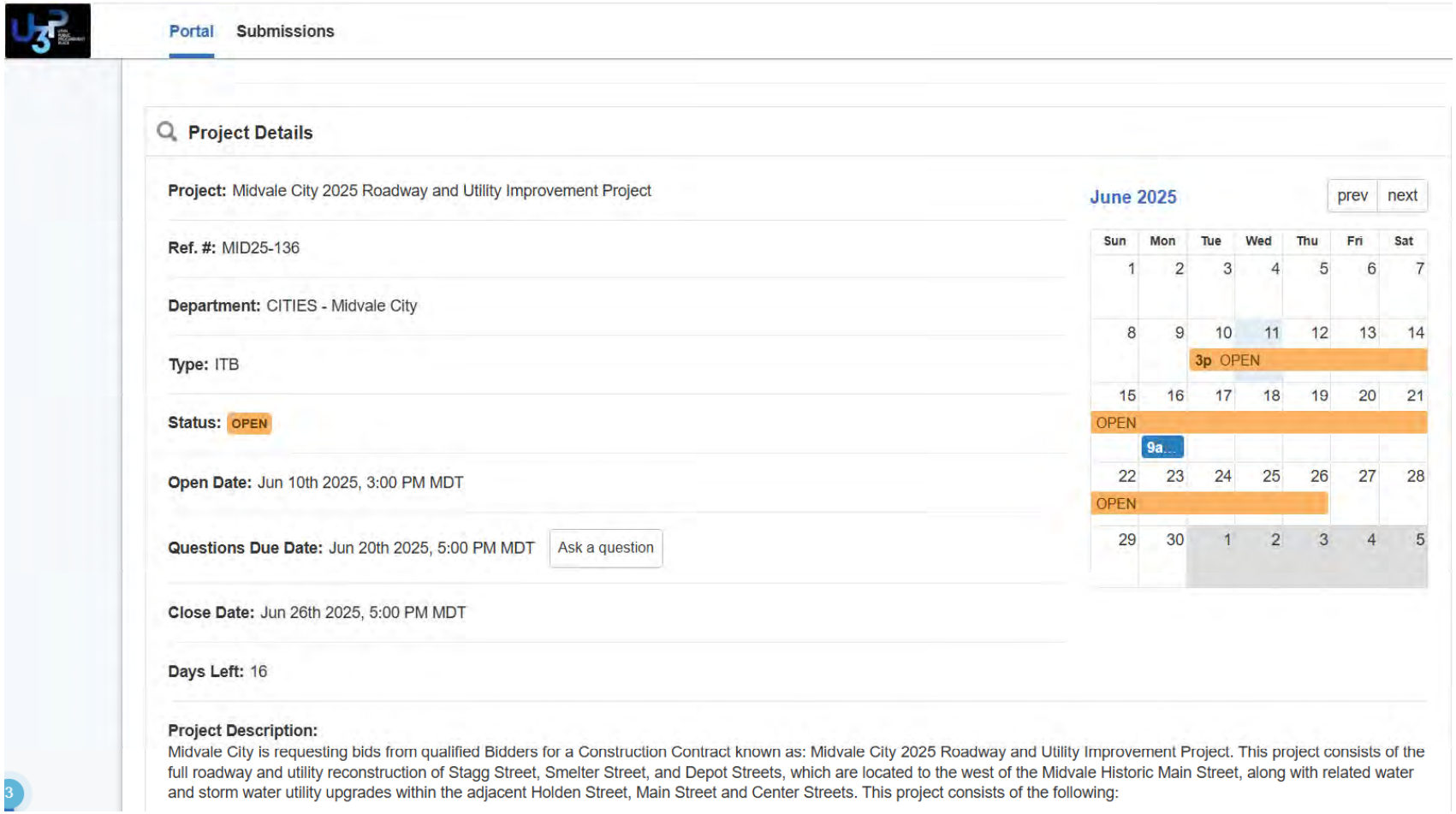
Midvale City

2025 Roadway and Utility Improvement Project

Pre-Bid Meeting (Mandatory)

Monday June 16, 2025

BONFIRE PORTAL



2025 Roadway and Utility Improvement Project

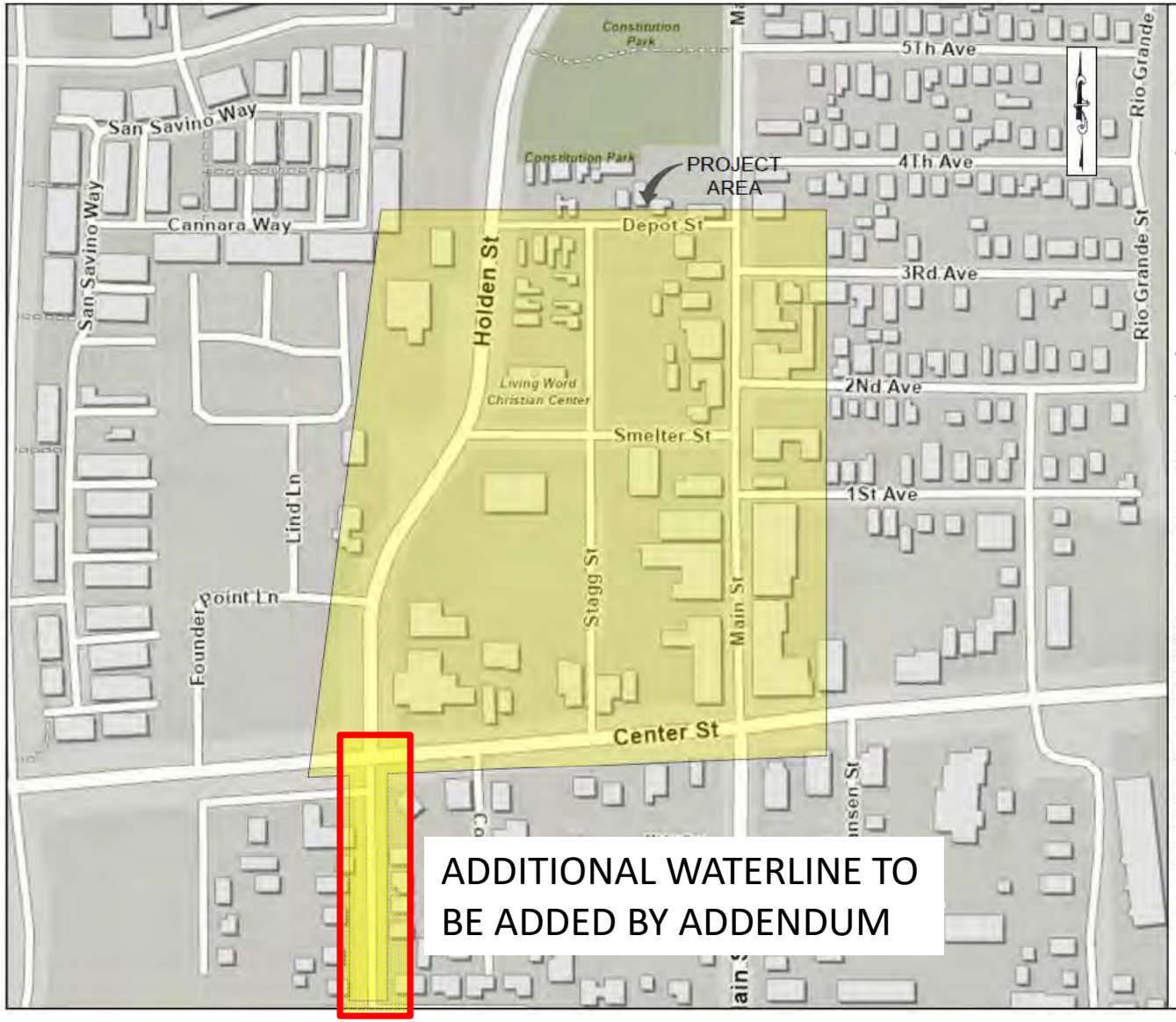
The **demolition and off-site removal** of approximately **17,300 square feet of existing asphalt roadway**, together with the demolition and disposal of approximately **2,000 linear feet of curb and gutter**, **5,900 square feet of sidewalk**, storm drain inlets and piping, and related appurtenances. The work also includes the demolition of existing chain link fence, and the salvage and protection of two existing sliding gates for reinstallation;

Furnishing and installation of approximately **670 linear feet of sanitary sewer**, manholes, laterals, and related appurtenances;

Furnishing and installation of approximately **2,500 linear feet of storm drain**, together with storm drain inlets, manholes, drainage grates, drainage basins, and related appurtenances;

Furnishing and installation of approximately **4,200 linear feet of new 8-inch diameter culinary water main**, service lateral replacement, fire hydrants, valves, and related appurtenances; and

Furnishing and installation of approximately **3,800 linear feet of new curb and gutter, 16,000 square feet of sidewalk, and 50,900 square feet of new asphalt** roadway and base (which includes utility pavement restoration in the adjacent streets. The work also includes the furnishing and installation of new chain link fencing and the reinstallation of the two existing, salvaged sliding gates.



MIDVALE CITY, UTAH

2025 ROADWAY AND UTILITY IMPROVEMENT PROJECT

INDEX OF DRAWINGS

GENERAL
G.1 COVER SHEET
G.2 GENERAL NOTES
G.3 RIGHT-OF-WAY
G.4 PROJECT IMPROVEMENTS-WEST
G.5 PROJECT IMPROVEMENTS-EAST

DEMOLITION
D.1 DEMOLITION PLAN-WEST
D.2 DEMOLITION PLAN-EAST
D.3 DEMOLITION DETAILS

PLAN & PROFILE
PP.1 SANITARY SEWER LINE-DEPOT STREET
PP.2 SANITARY SEWER LINE-STAGG STREET & SMELTER STREET CLEAN OUT REPLACEMENT

CIVIL
C.1 WATER LINE PLAN-DEPOT STREET & SMELTER STREET
C.2 WATER LINE PLAN-STAGG STREET
C.3 WATER LINE PLAN-CENTER STREET
C.4 WATER LINE PLAN-HOLDEN STREET
C.4.1 WATER LINE PLAN-HOLDEN STREET SOUTH
C.5 STORM DRAIN PLAN-DEPOT STREET & SMELTER STREET
C.6 STORM DRAIN PLAN-STAGG STREET
C.7 STORM DRAIN PLAN-MAIN STREET, 1ST AVENUE & PARKING LOT
C.8 CURB & GUTTER PLAN-DEPOT STREET
C.8.1 CURB & GUTTER DETAIL
C.9 CURB & GUTTER PLAN-STAGG STREET
C.10 ROAD PLAN-DEPOT STREET & SMELTER STREET
C.11 ROAD PLAN-STAGG STREET
C.12 WATER DETAILS
C.13 WATER DETAILS
C.14 WATER DETAILS
C.15 STORM DRAIN DETAILS
C.16 TRENCH DRAIN DETAILS
C.17 SEWER DETAILS
C.18 TYPICAL ROAD SECTIONS
C.19 SIGNAGE DETAILS & STRIPING PLAN
C.20 APWA STANDARDS
C.21 FENCE PLAN, UTILITY CONFLICTS & POWER POLE RELOCATION

LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
6/12/2025
STATE OF UTAH

MIDVALE CITY
CORPORATION

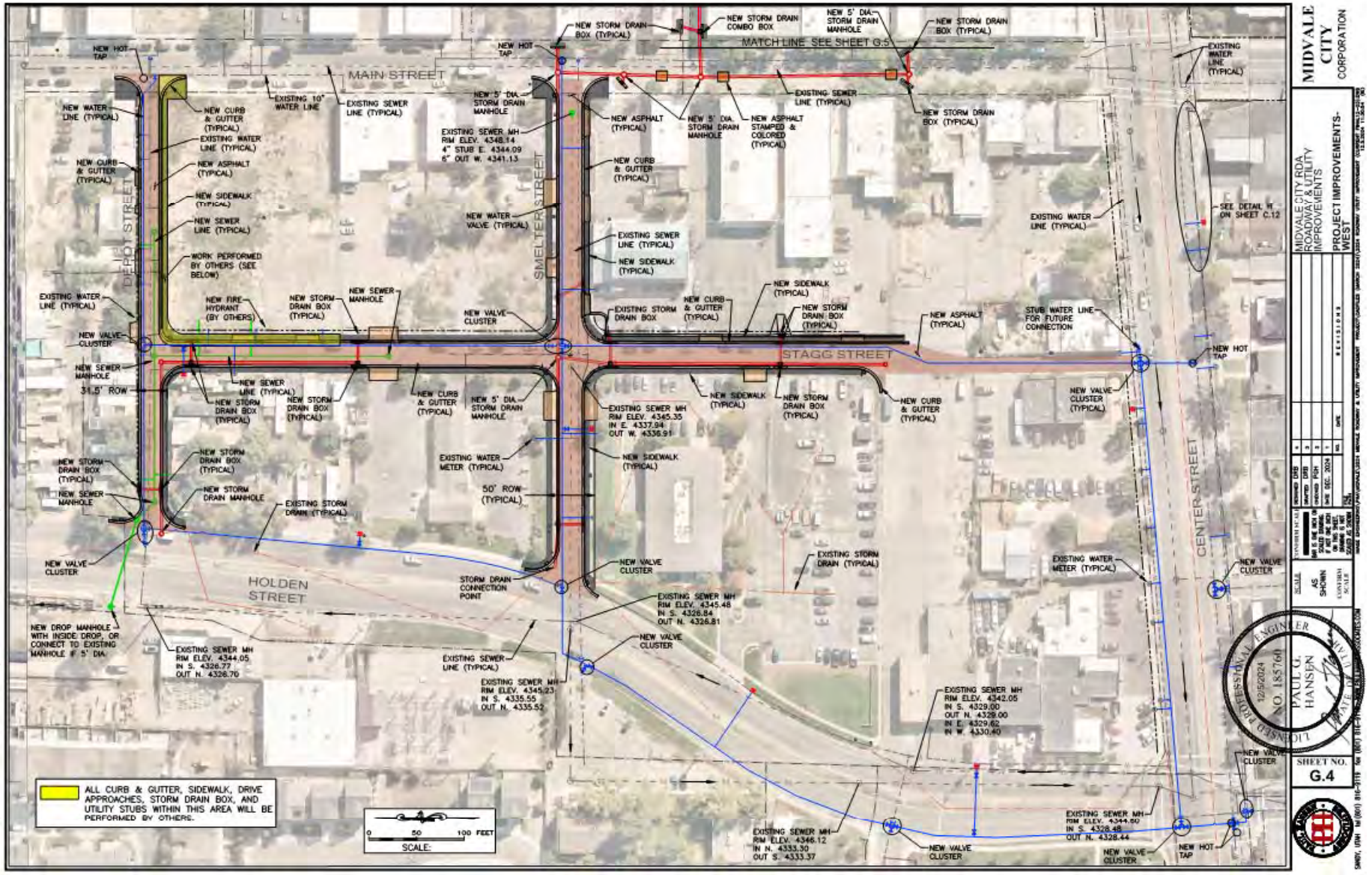
MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS

COVER SHEET

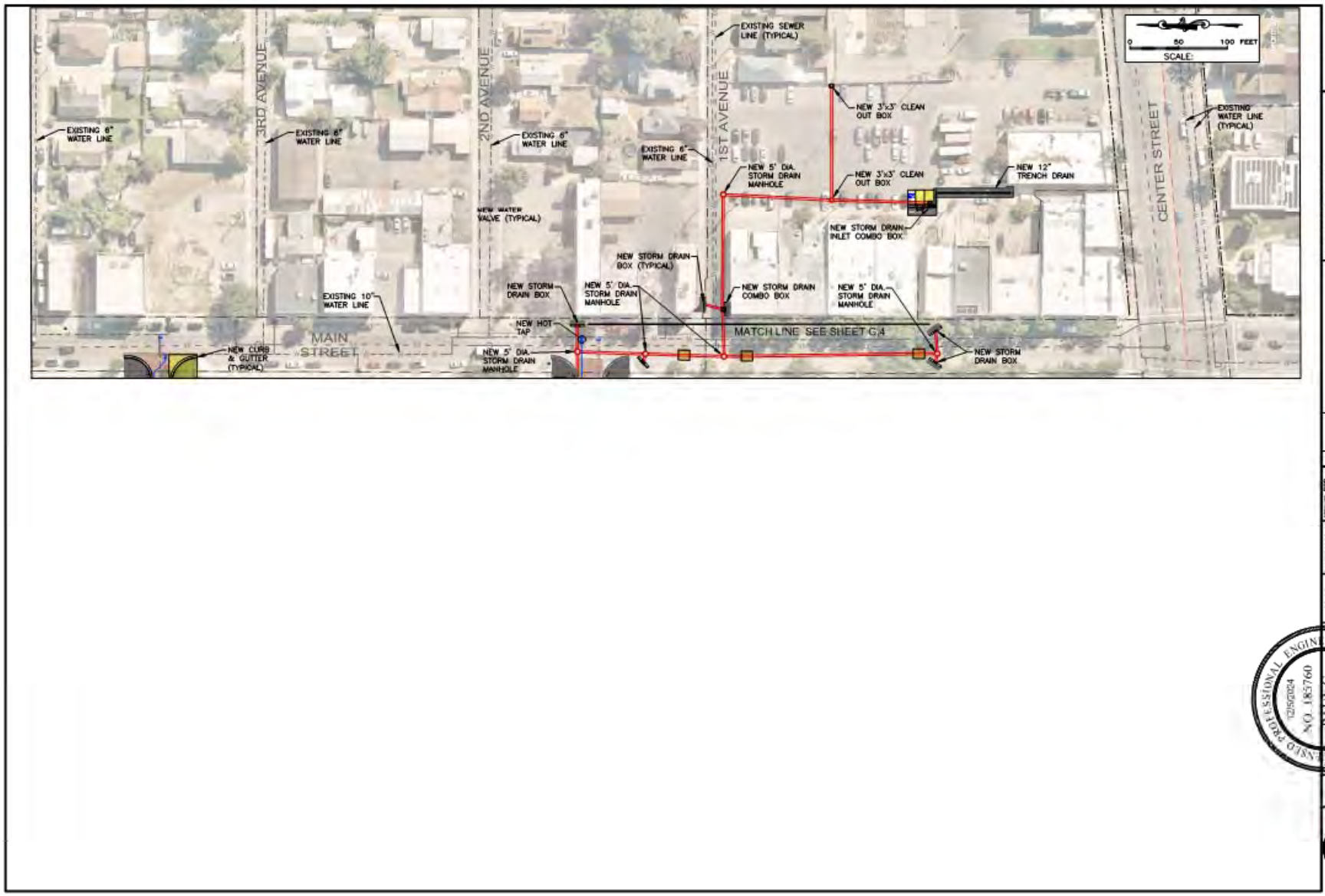
SCALE: NOT TO SCALE

SHEET NO. G.1

OVERALL PROJECT LIMITS – WEST OF MAIN



OVERALL PROJECT LIMITS – EAST OF MAIN



MIDVALE CITY CORPORATION

MIDVALE CITY RDA
BROADWAY UTILITY IMPROVEMENTS

PROJECT IMPROVEMENTS-EAST

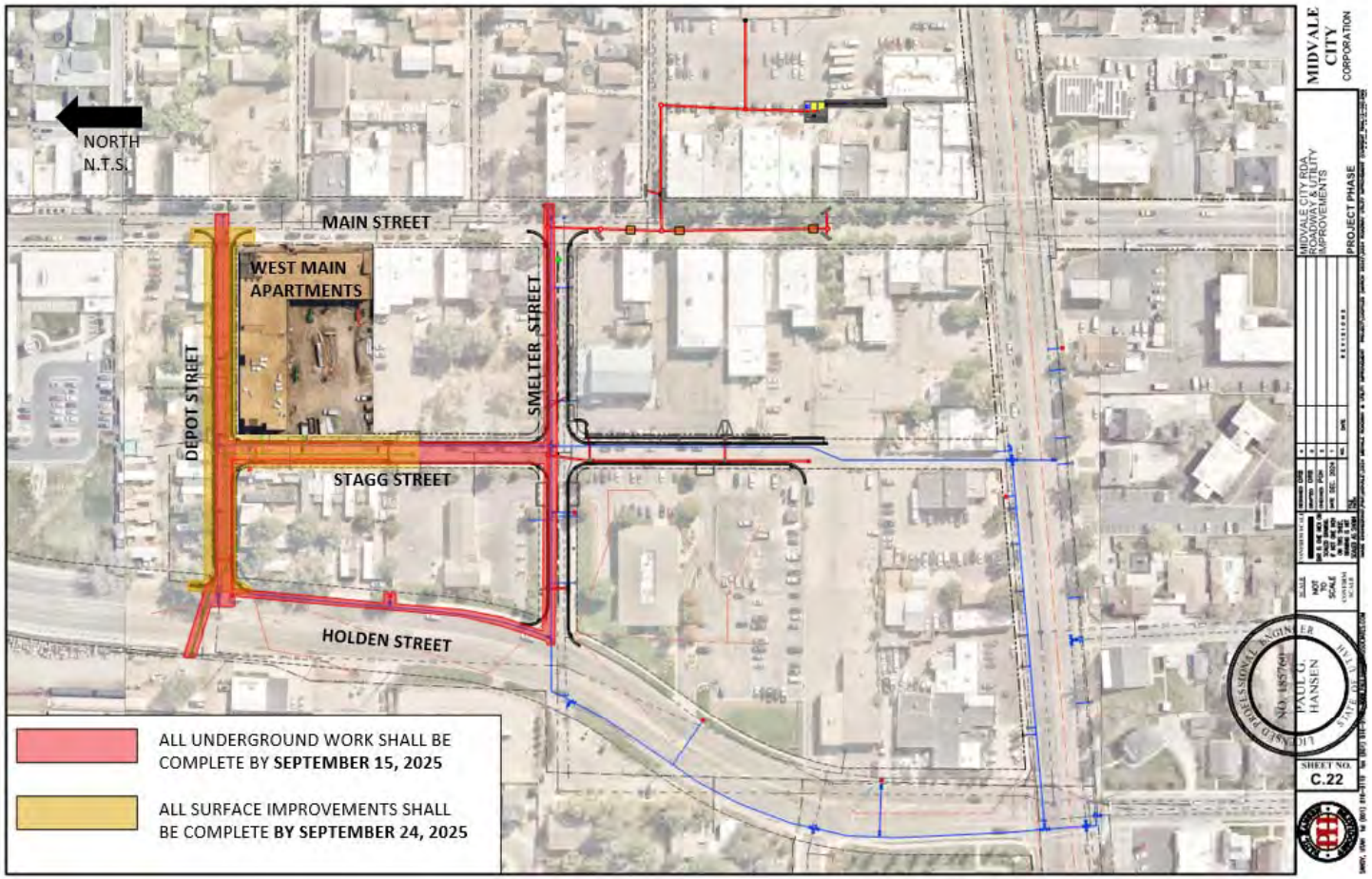
SCALE: AS SHOWN

SHEET NO. G.5

LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
12/5/2024
STATE OF UTAH

Phased Contract Time

The Project requires completion of the following by **September 24, 2025**



Project Contract Time

The Project shall be substantially completed by **October 31, 2025**

Completed and ready for final payment on or before **November 14, 2025**.

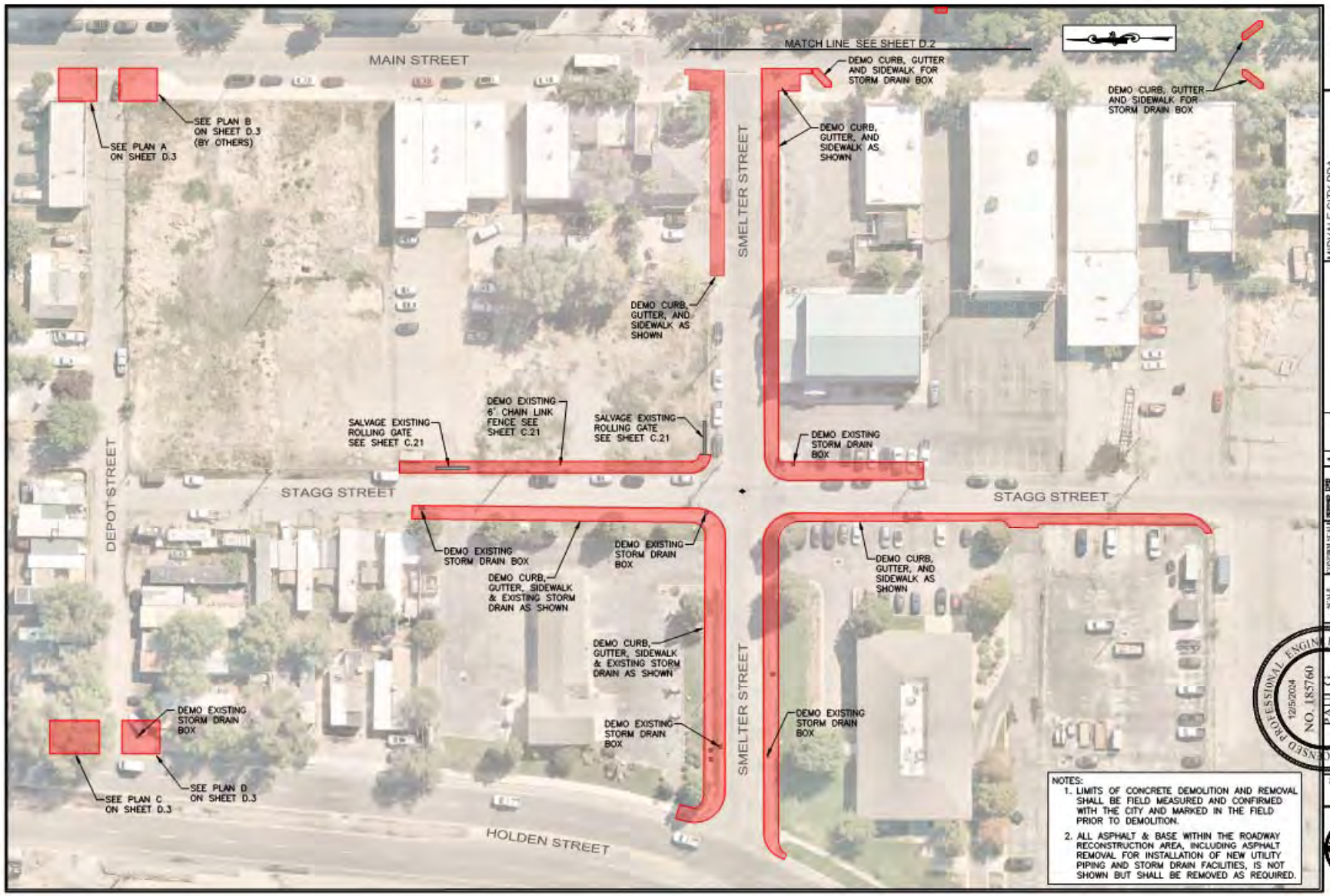
Project Contract Time

The Project shall be substantially completed by **October 31, 2025**

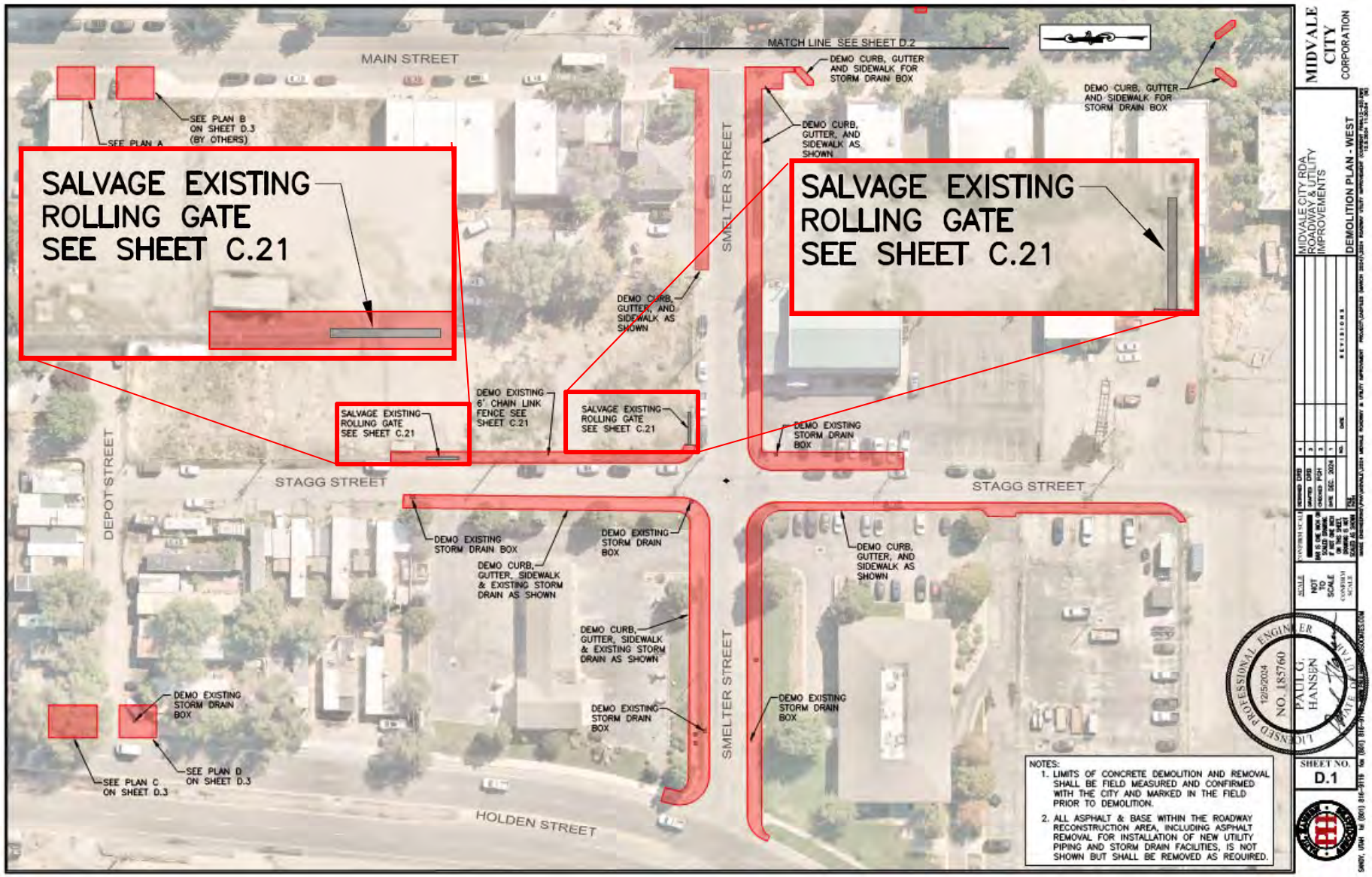
Completed and ready for final payment on or before **November 14, 2025**.

City is considering benefit of extending the completion time for work within Main Street, Holden Street and Center Street

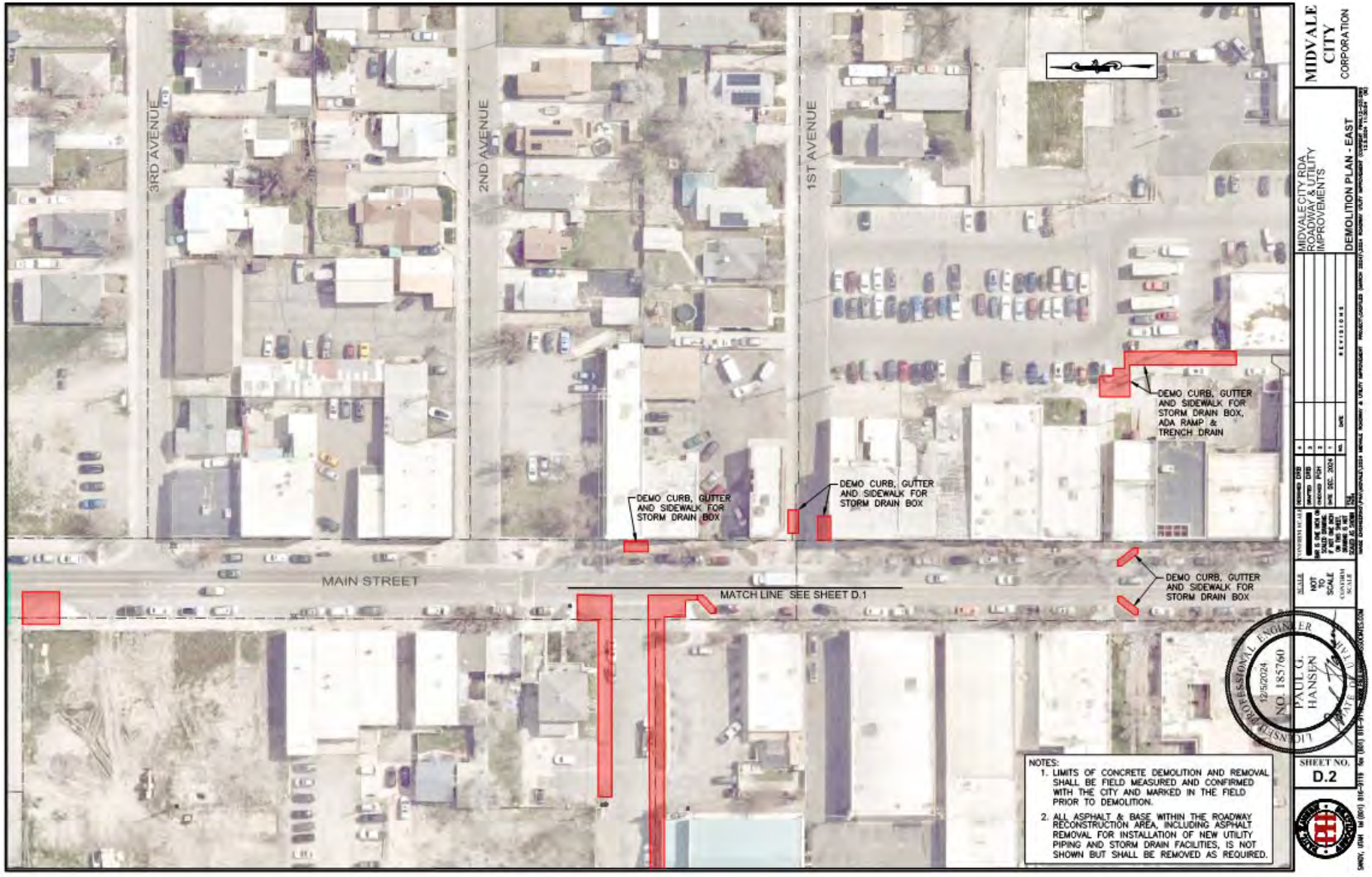
CURB & GUTTER / SIDEWALK DEMOLITION – WEST OF MAIN



CURB & GUTTER / SIDEWALK DEMOLITION – WEST OF MAIN



CURB & GUTTER / SIDEWALK DEMOLITION – EAST OF MAIN



CURB & GUTTER / SIDEWALK DEMOLITION

DEMO PLAN A
NORTH WEST CORNER
DEPOT ST. & MAIN ST.
SEE SHEET C.1

DEMO PLAN B
SOUTH WEST CORNER
DEPOT ST. & MAIN ST.
SEE SHEET C.1
(BY OTHERS)

LIMITS OF CONCRETE DEMOLITION AND REMOVAL TO CONFIRMED WITH CITY AND MARKED IN THE FIELD.

DEMO PLAN C
NORTH EAST CORNER
DEPOT ST. & HOLDEN ST.
SEE SHEET C.1

DEMO PLAN D
SOUTH EAST CORNER
DEPOT ST. & HOLDEN ST.
SEE SHEET C.1

IMAGES: GOOGLE MAPS – STREET VIEW
FEBRUARY 2022 & DECEMBER 2023

MIDVALE CITY CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY
IMPROVEMENTS

DEMOLITION DETAILS

SCALE: NOT TO SCALE

LICENSED PROFESSIONAL ENGINEER
NO. 185760
PAUL G. HANSEN
12/5/2024
STATE OF UTAH

SHEET NO.
D.3

MIDVALE CITY, UTAH

2025 ROADWAY AND UTILITY IMPROVEMENT PROJECT

INDEX OF DRAWINGS

GENERAL

G.1 COVER SHEET
G.2 GENERAL NOTES
G.3 RIGHT-OF-WAY
G.4 PROJECT IMPROVEMENTS-WEST
G.5 PROJECT IMPROVEMENTS-EAST

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D.2 DEMOLITION PLAN-EAST
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C.9 CURB & GUTTER PLAN-STAGG STREET
C.10 ROAD PLAN-DEPOT STREET & SMELTER STREET
C.11 ROAD PLAN-STAGG STREET
C.12 WATER DETAILS
C.13 WATER DETAILS
C.14 WATER DETAILS
C.15 STORM DRAIN DETAILS
C.16 TRENCH DRAIN DETAILS
C.17 SEWER DETAILS
C.18 TYPICAL ROAD SECTIONS
C.19 SIGNAGE DETAILS & STRIPING PLAN
C.20 APWA STANDARDS
C.21 FENCE PLAN, UTILITY CONFLICTS & POWER POLE RELOCATION

LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
6/12/2025
STATE OF UTAH

MIDVALE CITY

MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS

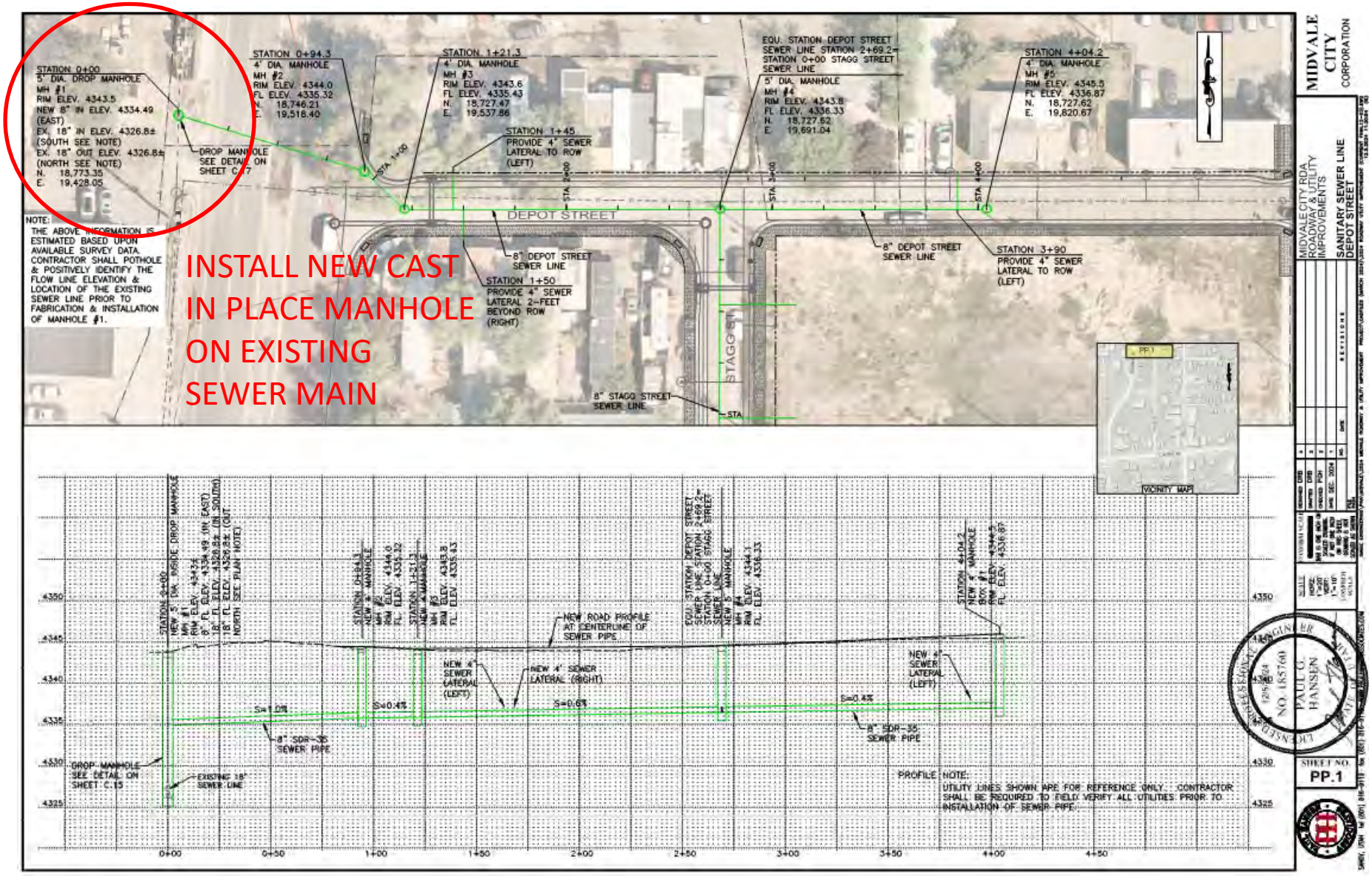
COVER SHEET

DESIGNED: DRB
DRAWN: PGH
CHECKED:
DATE: DEC. 2024
SCALE: NOT TO SCALE

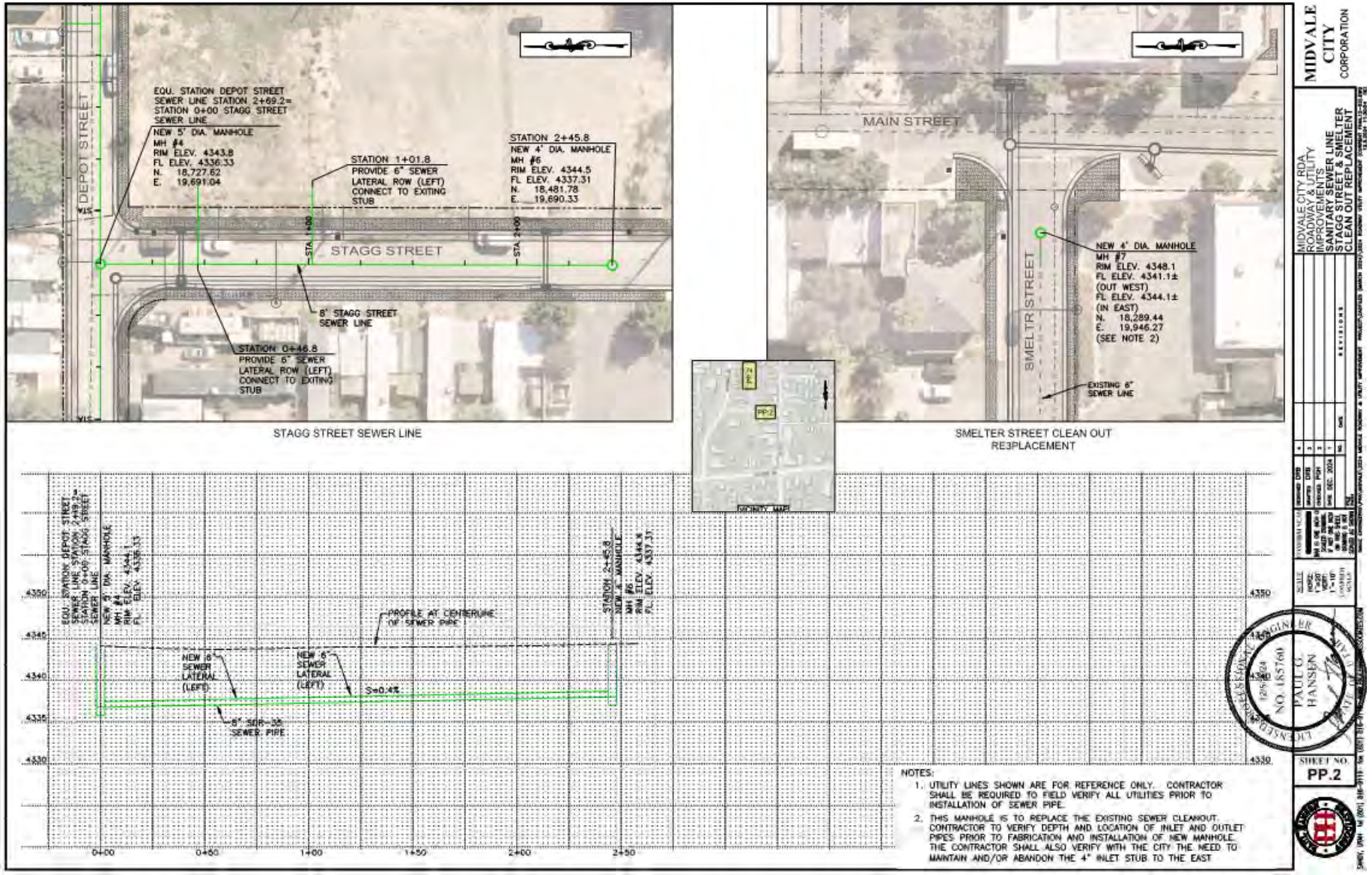
SHEET NO. G.1

SANITARY SEWER

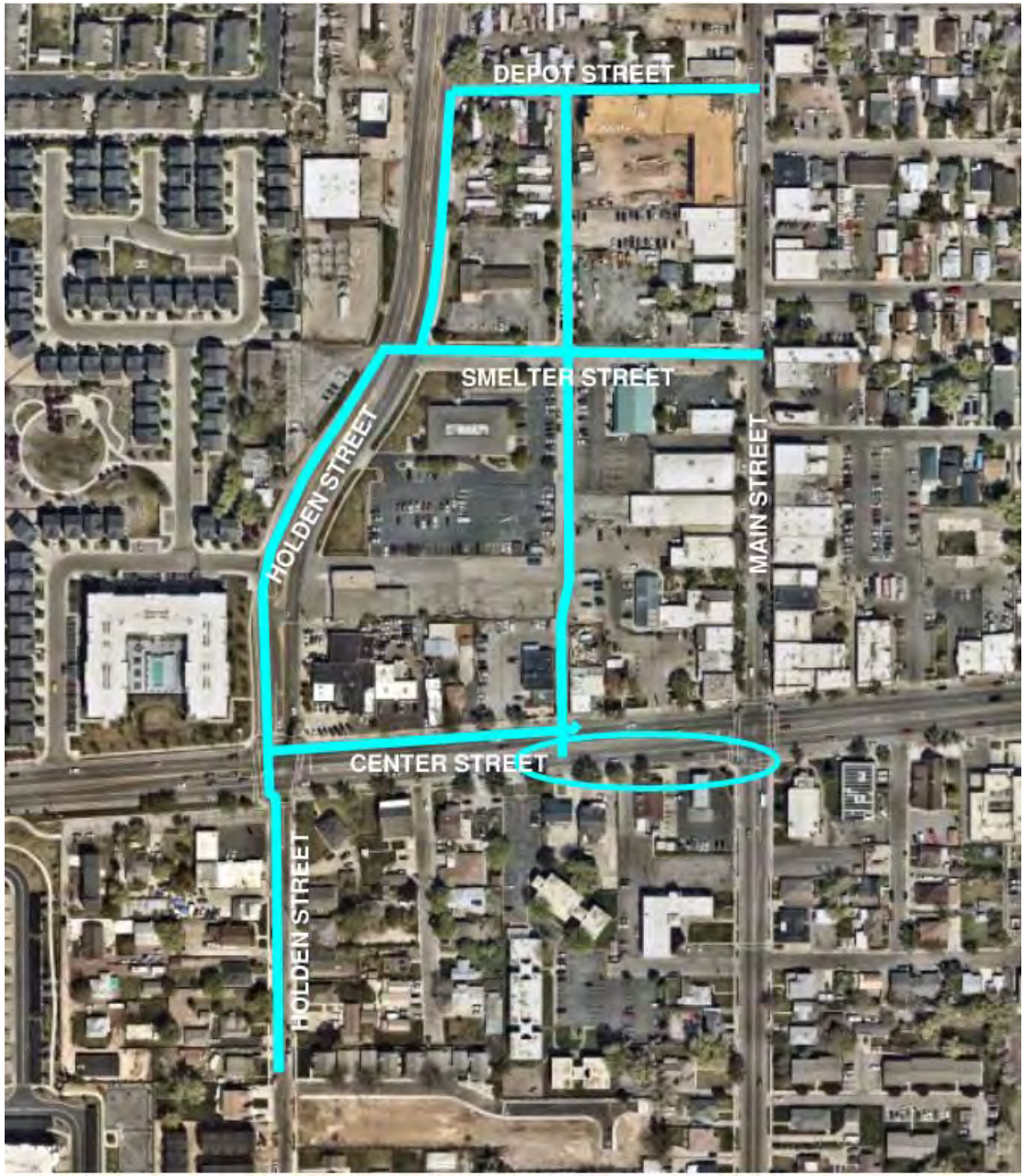
SANITARY SEWER



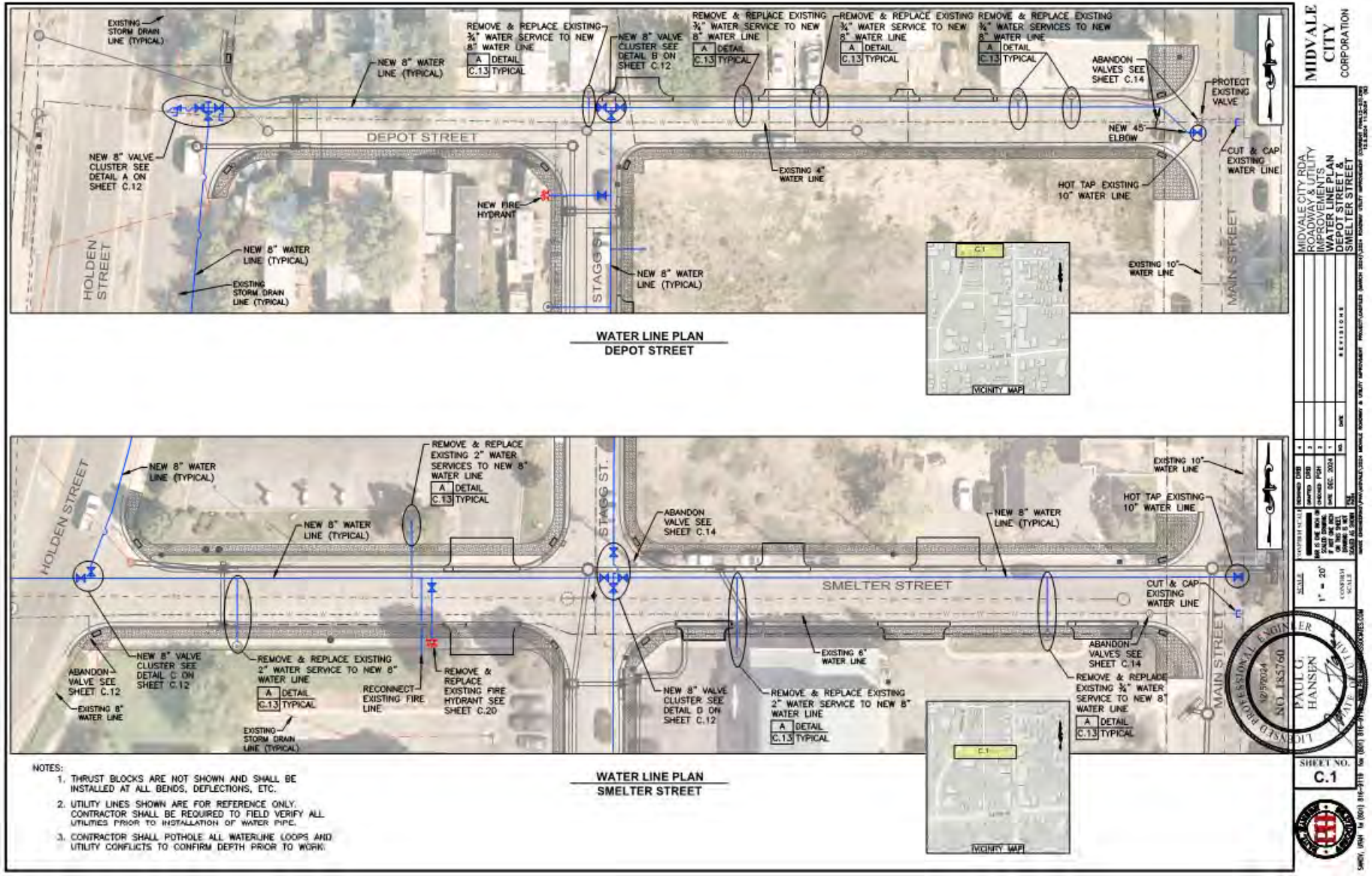
SANITARY SEWER



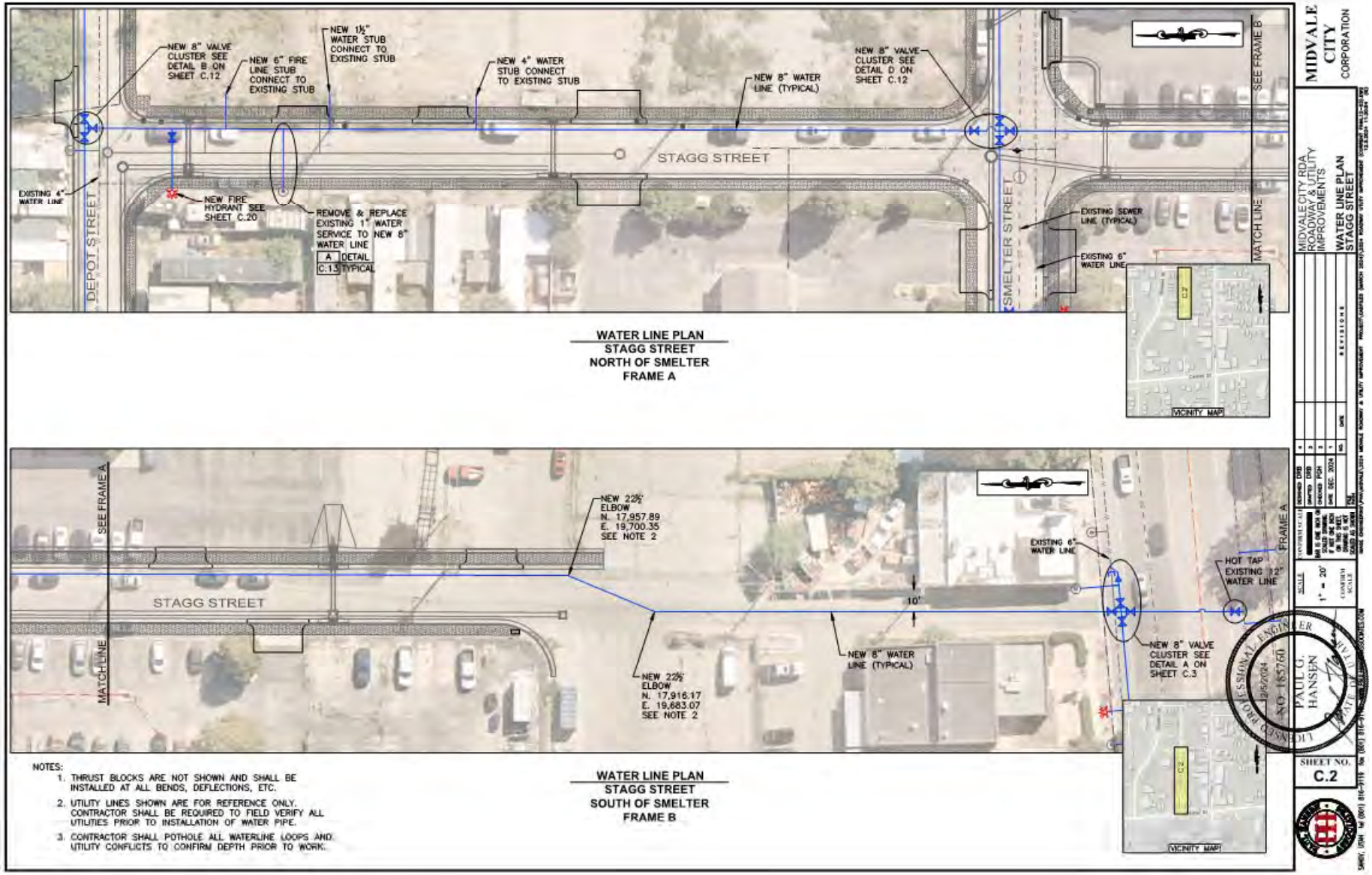
CULINARY WATER



CULINARY WATER



CULINARY WATER

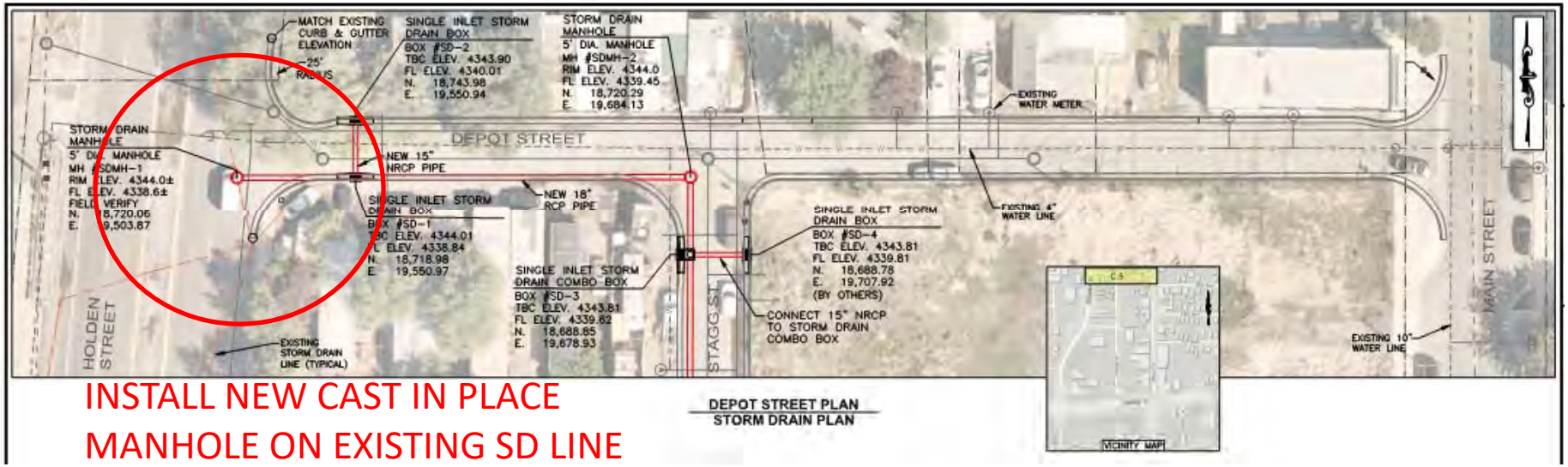


CULINARY WATER – ADDENDUM NO. 1

STORM DRAIN

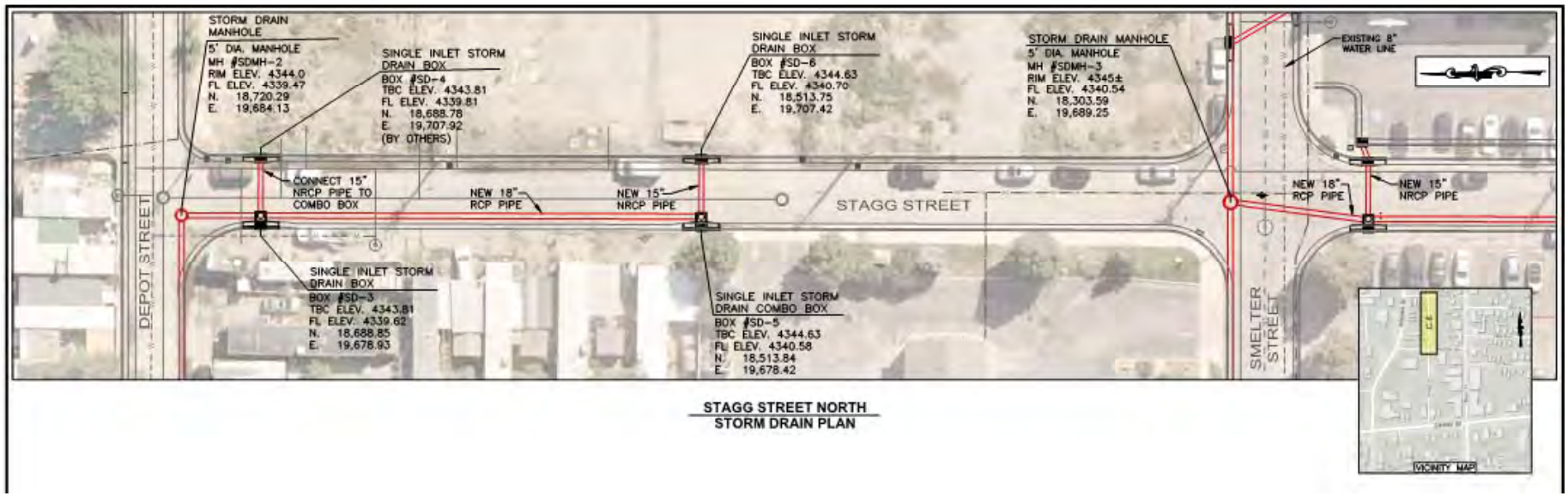
DEPOT STREET
SMELTER STREET
HOLDEN STREET
MAIN STREET
CENTER STREET
HOLDEN STREET

STORM DRAIN



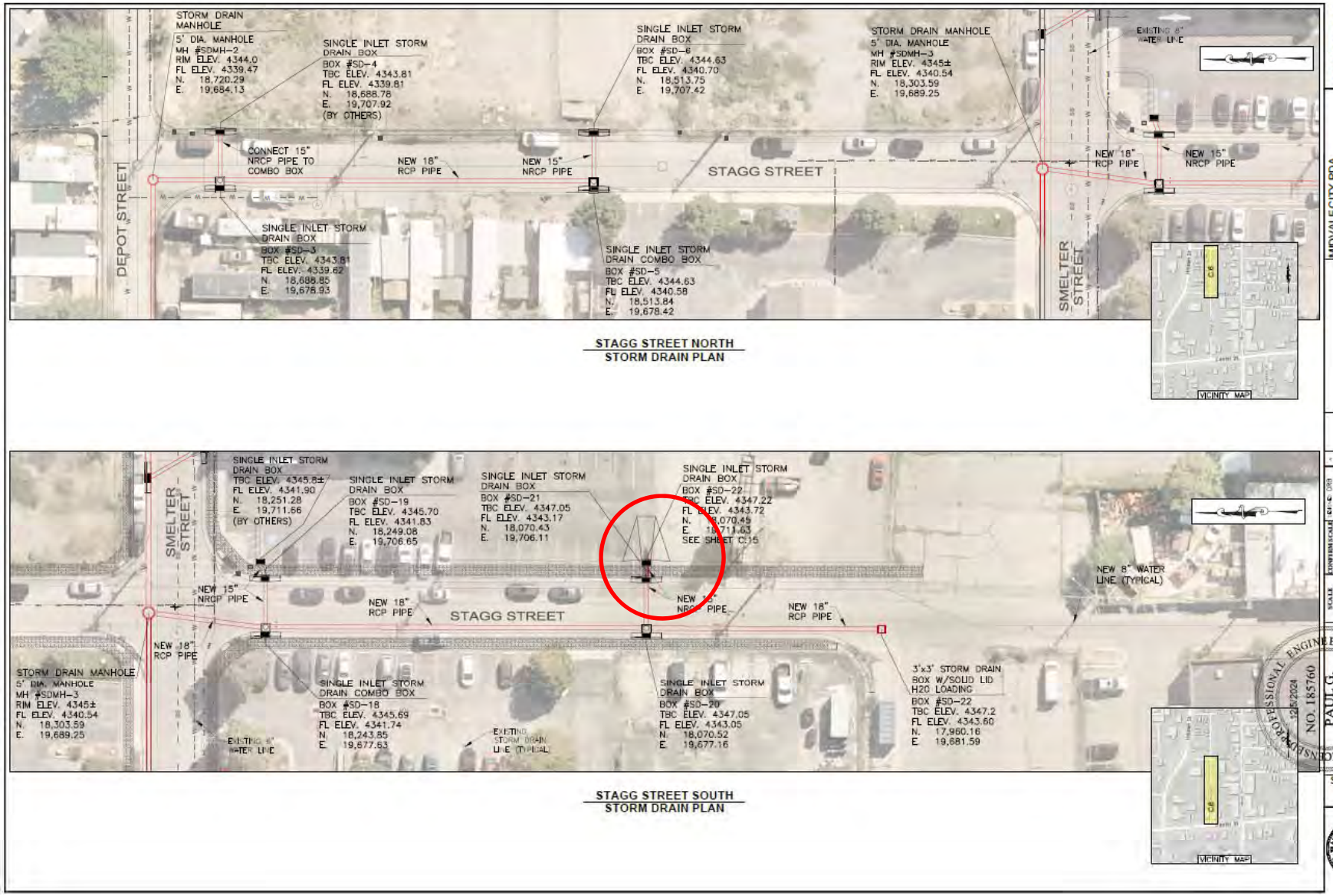
INSTALL NEW CAST IN PLACE
MANHOLE ON EXISTING SD LINE

DEPOT STREET PLAN
STORM DRAIN PLAN



STAGG STREET NORTH
STORM DRAIN PLAN

STORM DRAIN



STAGG STREET NORTH
STORM DRAIN PLAN

STAGG STREET SOUTH
STORM DRAIN PLAN

MIDVALE CITY
CORPORATION

MIDVALE CITY RDA
ROADWAY & UTILITY
IMPROVEMENTS

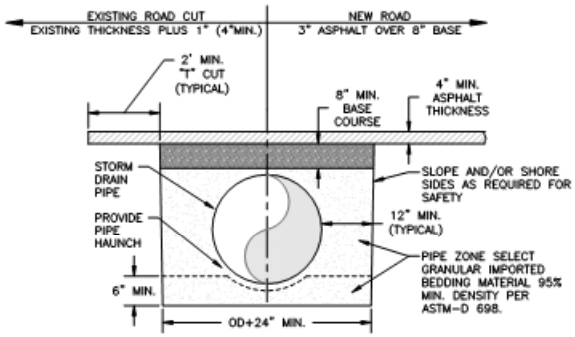
STORM DRAIN PLAN
STAGG STREET

SCALE
1" = 20'

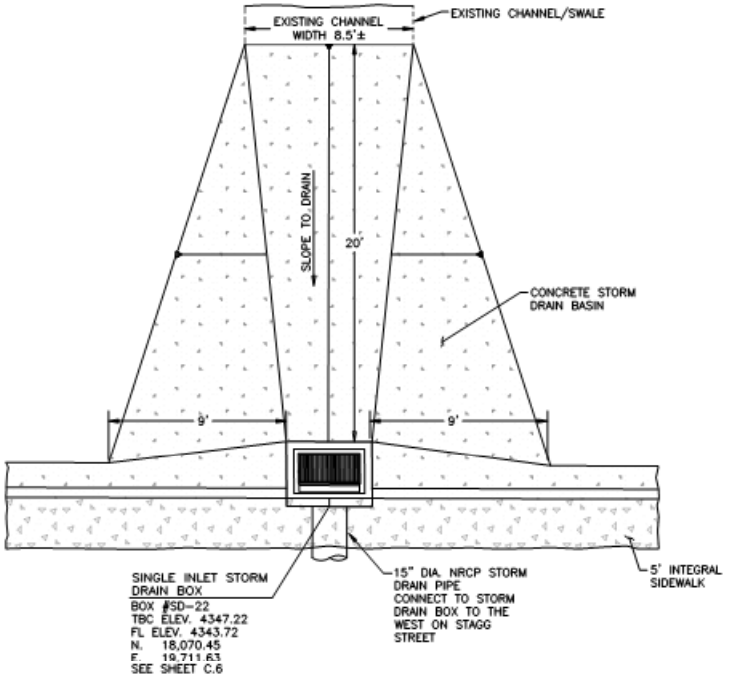
PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
12/5/2024

SHEET NO.
C.6

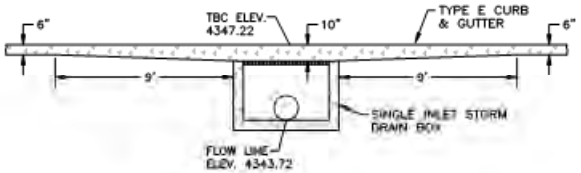
STORM DRAIN



TYPICAL STORM DRAIN TRENCH SECTION



PLAN



SECTION

STORM DRAIN BASIN DETAIL

MIDVALE CITY
CORPORATION

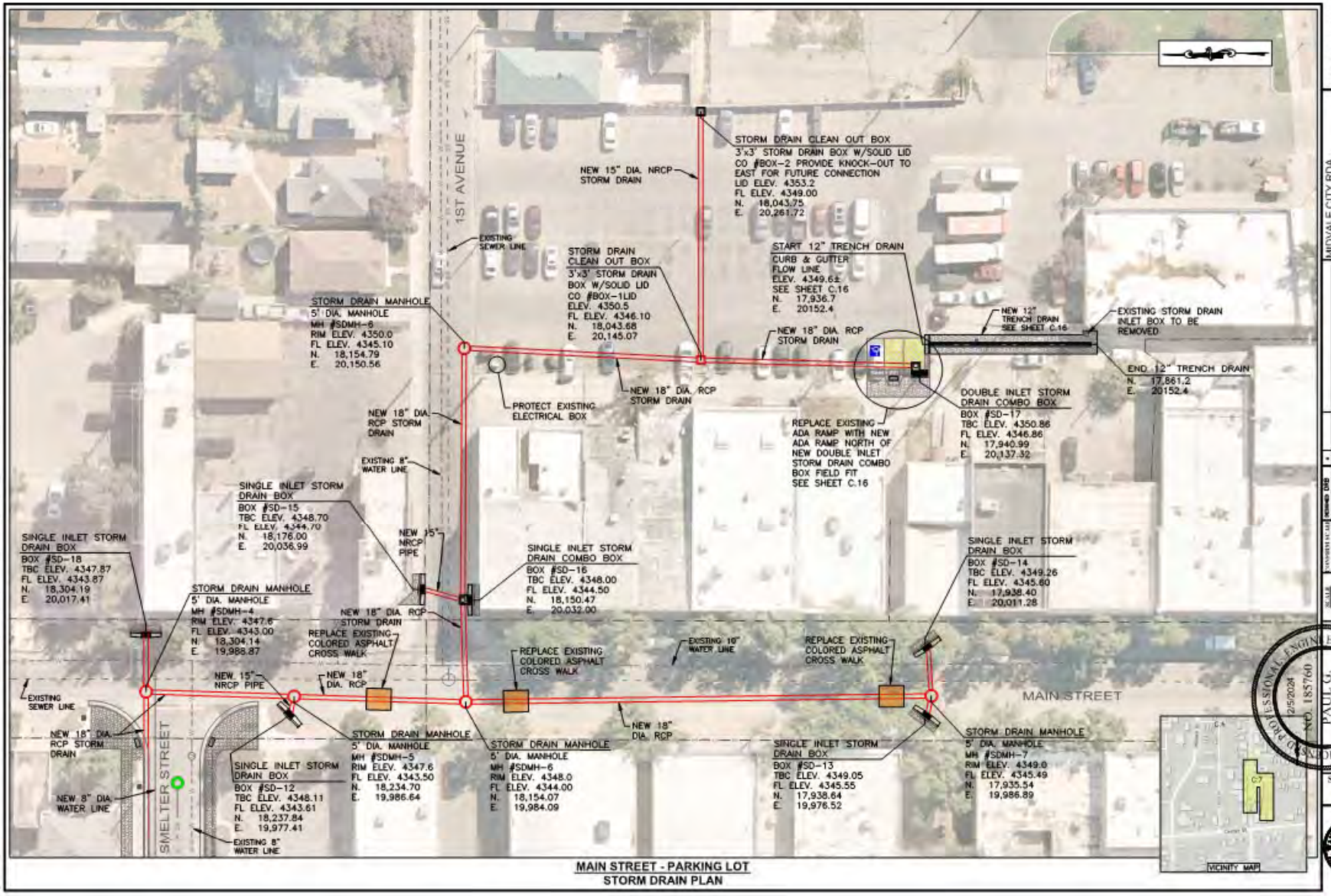
MIDVALE CITY RDA
ROADWAY & UTILITY IMPROVEMENTS

STORM DRAIN DETAILS

SHEET NO. C.15

LICENSED PROFESSIONAL ENGINEER
PAUL G. HANSEN
NO. 185760
12/5/2024
STATE OF UTAH

STORM DRAIN



MAIN STREET - PARKING LOT
STORM DRAIN PLAN

MIDVALE CITY CORPORATION

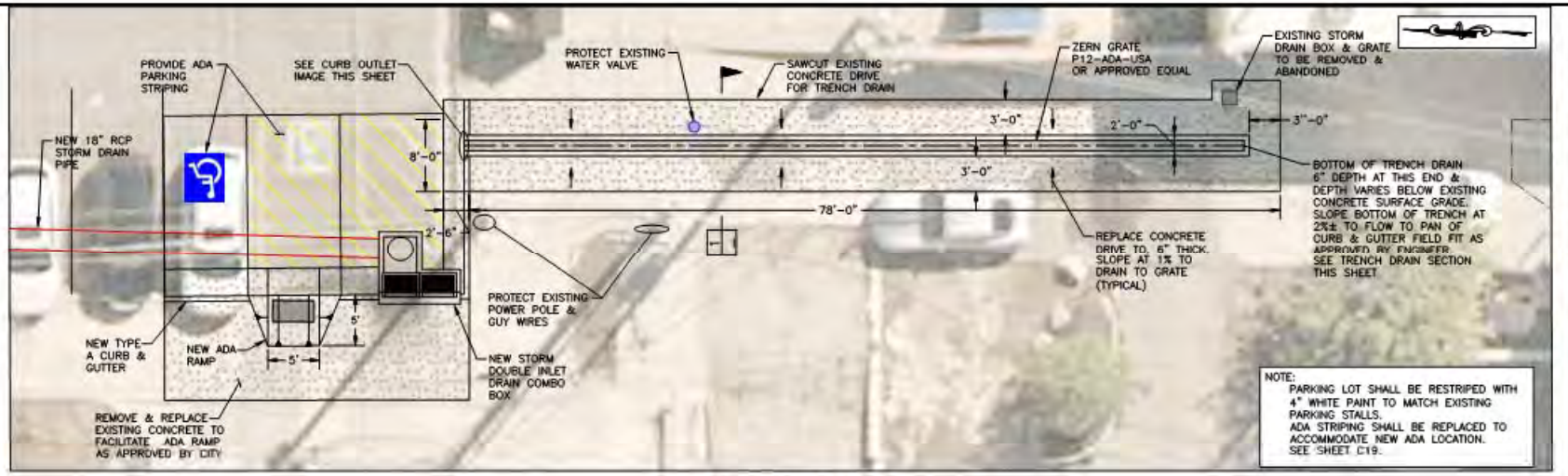
MIDVALE CITY RDA
ROADWAY & UTILITY
IMPROVEMENTS
STORM DRAIN PLAN
MAIN STREET, 1ST AVENUE
& PARKING LOT

SCALE: 1" = 20'

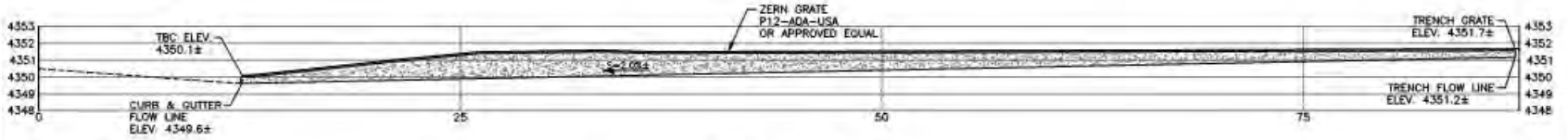
PAUL G. HANSEN
LICENSED PROFESSIONAL ENGINEER
NO. 185760
12/5/2024

SHEET NO.
C.7

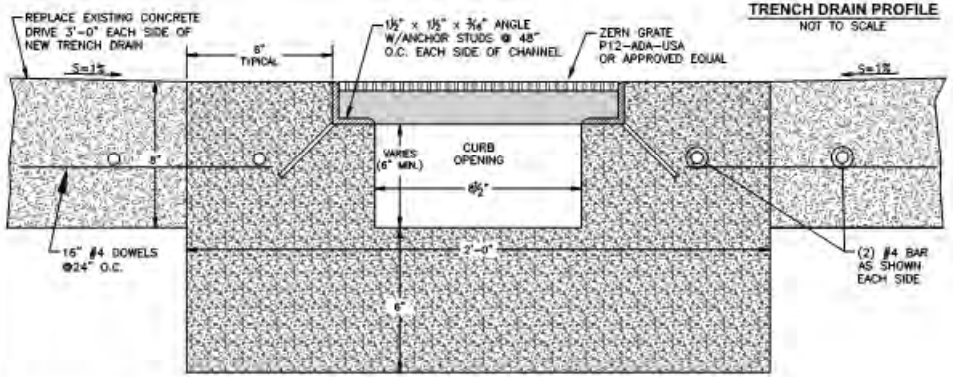
STORM DRAIN



TRENCH DRAIN PLAN
NOT TO SCALE



TRENCH DRAIN PROFILE
NOT TO SCALE



1 TRENCH DRAIN SECTION
NOT TO SCALE

CURB OUTLET

MIDVALE CITY CORPORATION

MIDVALE CITY RDA ROADWAY & UTILITY IMPROVEMENTS

TRENCH DRAIN DETAILS

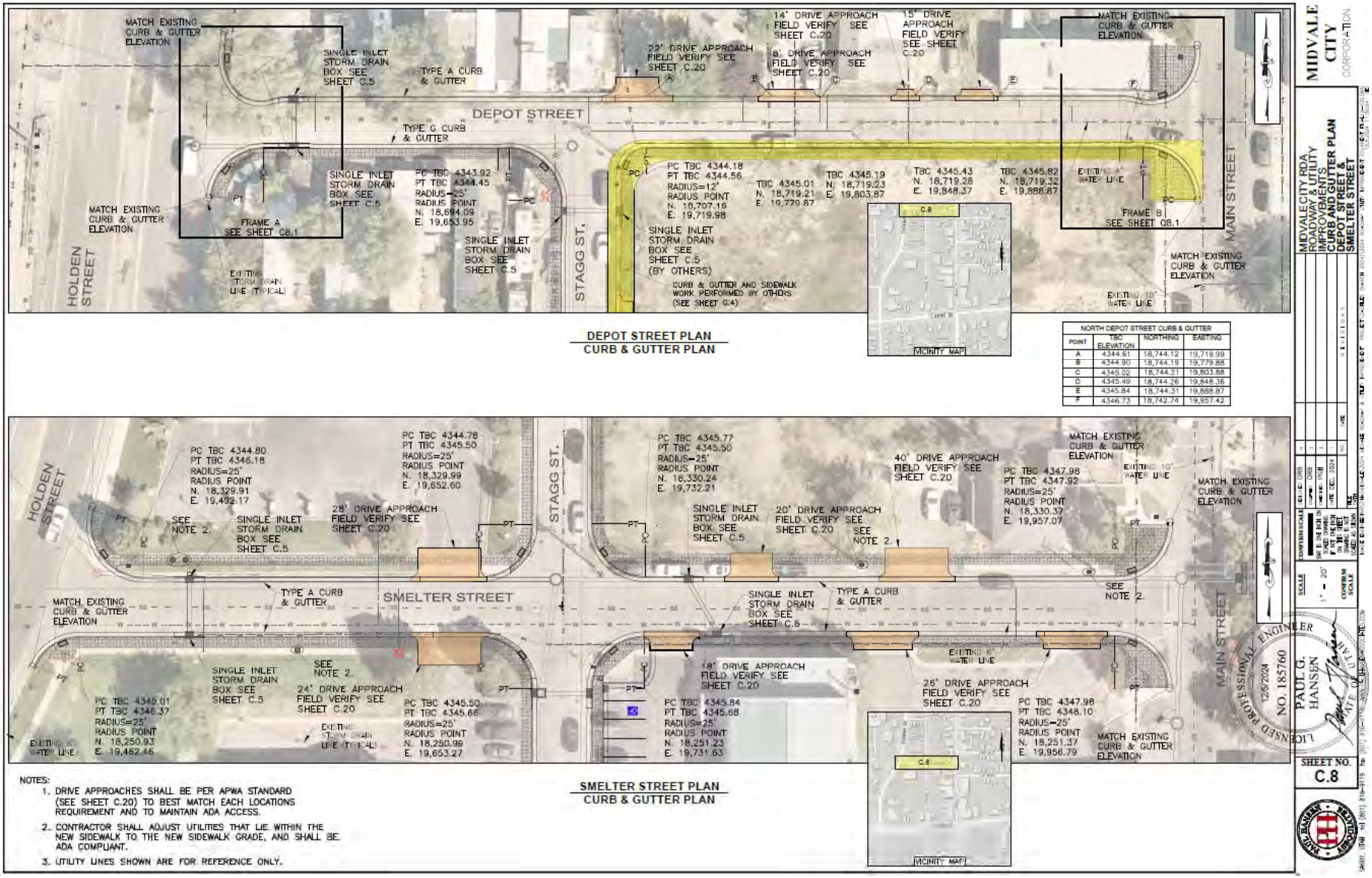
AS SHOWN

PAUL C. HANSEN
LICENSED PROFESSIONAL ENGINEER
NO. 185760
12/5/2024
STATE OF UTAH

SHEET NO.
C.16

ROADWAY IMPROVEMENTS

ROADWAY IMPROVEMENTS



NORTH DEPOT STREET CURB & GUTTER			
POINT	TBC ELEVATION	NORTHING	EASTING
A	4344.61	18,744.12	19,719.99
B	4344.90	18,744.19	19,779.88
C	4345.02	18,744.21	19,803.88
D	4345.49	18,744.26	19,848.36
E	4345.84	18,744.31	19,888.87
F	4346.73	18,742.74	19,957.42

NOTES:
1. DRIVE APPROACHES SHALL BE PER APWA STANDARD (SEE SHEET C.20) TO BEST MATCH EACH LOCATIONS REQUIREMENT AND TO MAINTAIN ADA ACCESS.
2. CONTRACTOR SHALL ADJUST UTILITIES THAT LIE WITHIN THE NEW SIDEWALK TO THE NEW SIDEWALK GRADE, AND SHALL BE ADA COMPLIANT.
3. UTILITY LINES SHOWN ARE FOR REFERENCE ONLY.

MIDVALE CITY
CORPORATION

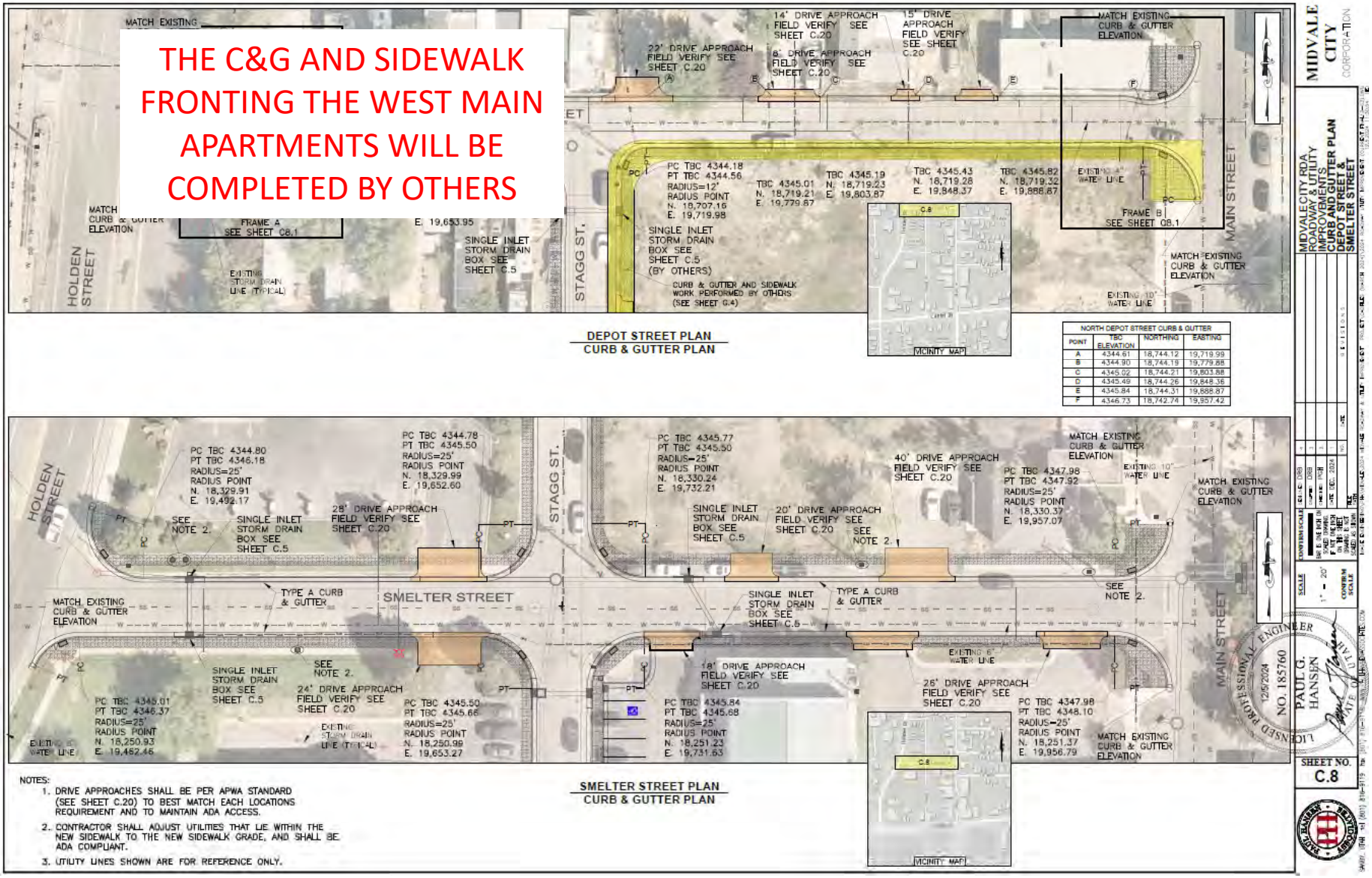
MIDVALE CITY RDA
ROADWAY & UTILITY
IMPROVEMENTS
DEPOT STREET & SMELTER STREET

SCALE: 1" = 20'

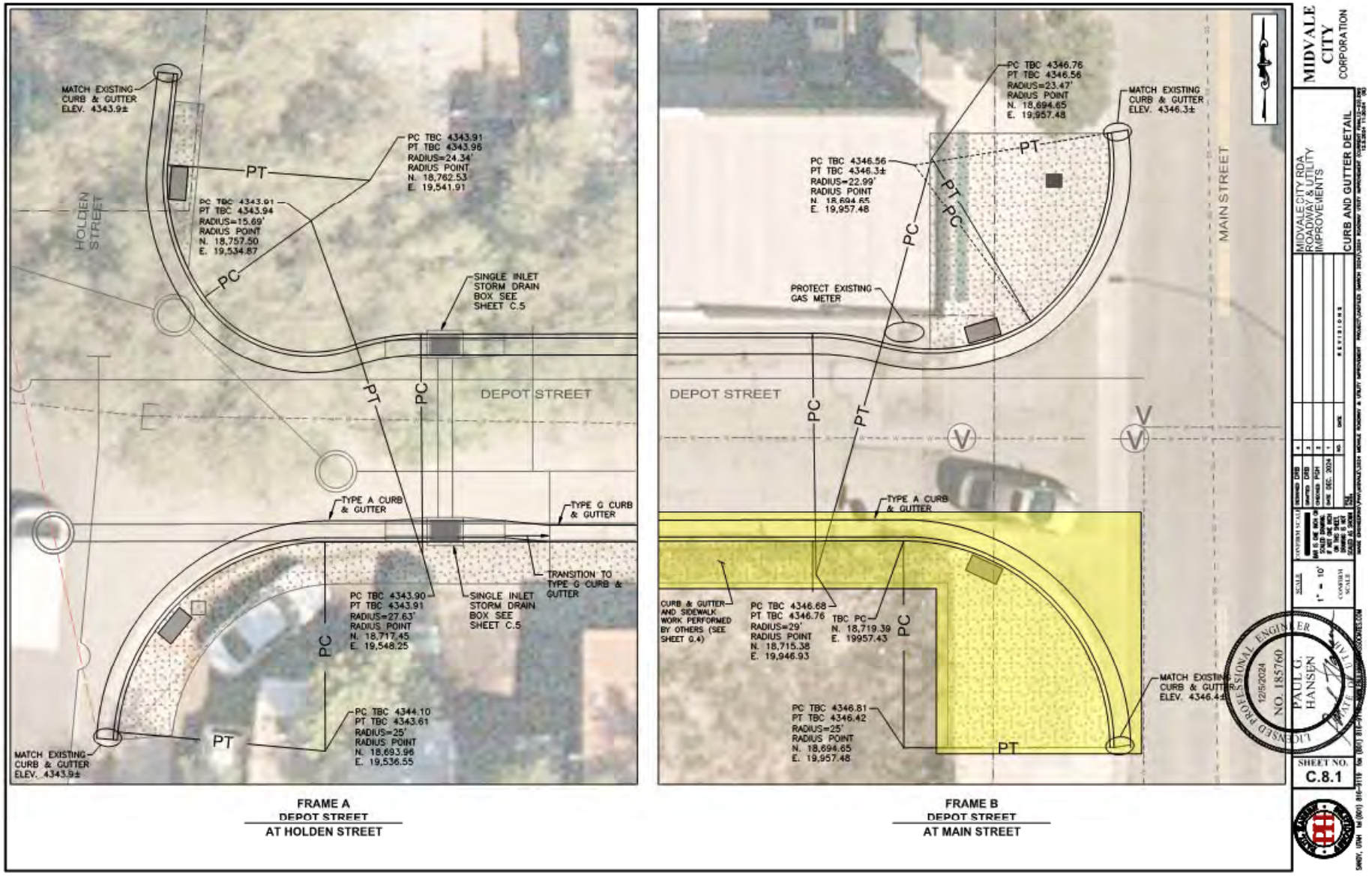
PAUL G. HANSEN
NO. 185760
LICENSED PROFESSIONAL ENGINEER
12/5/2024

SHEET NO.
C.8

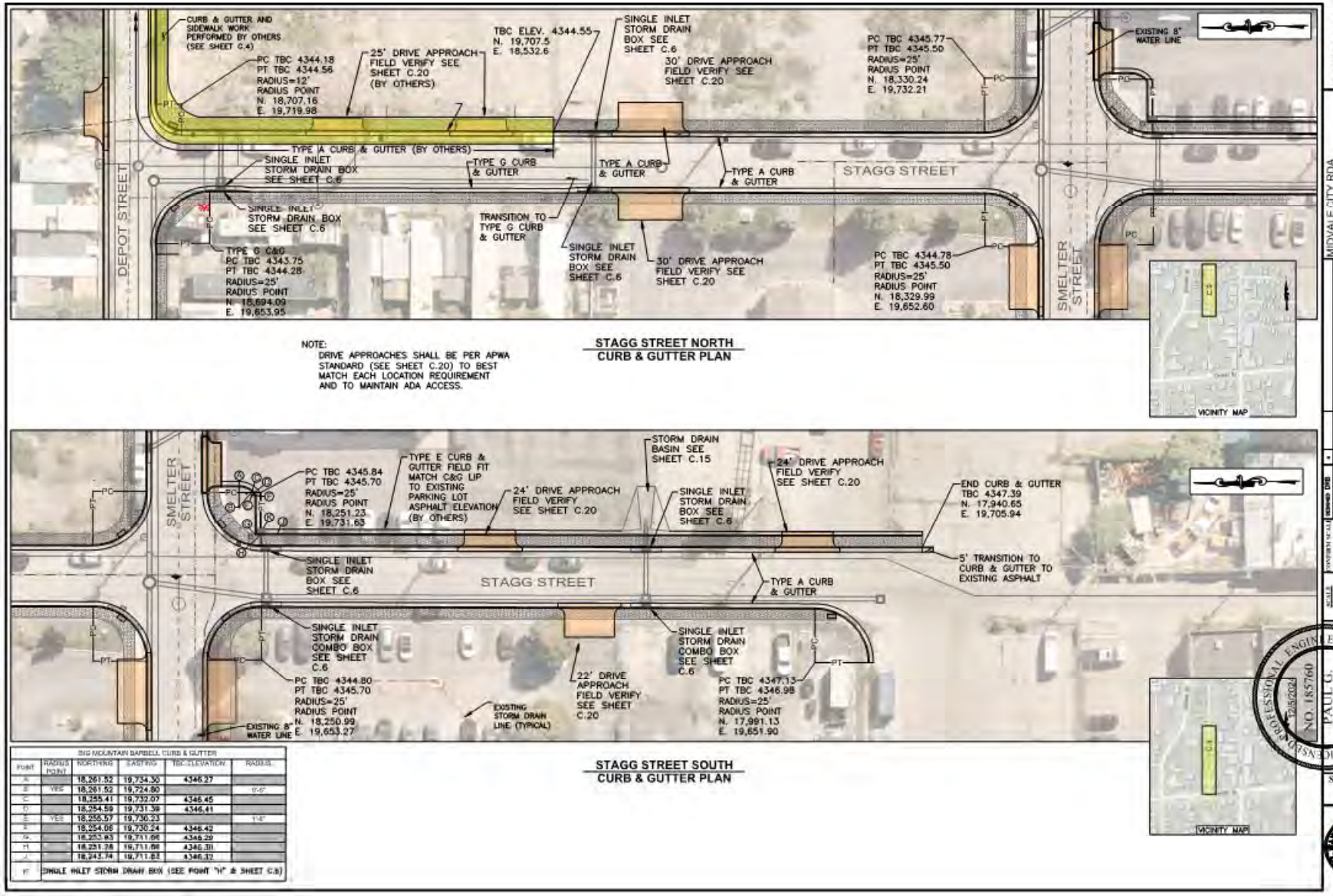
ROADWAY IMPROVEMENTS



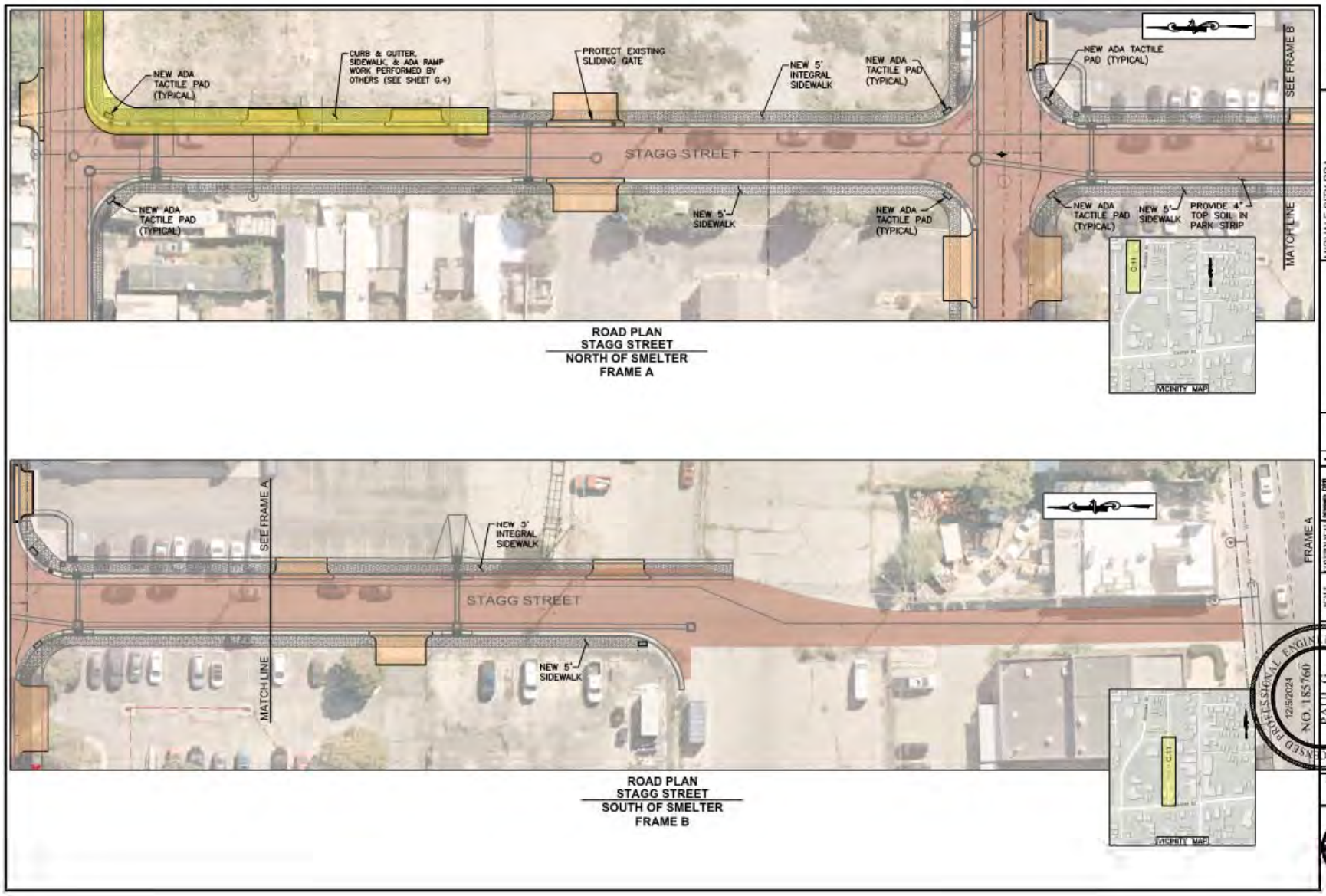
ROADWAY IMPROVEMENTS



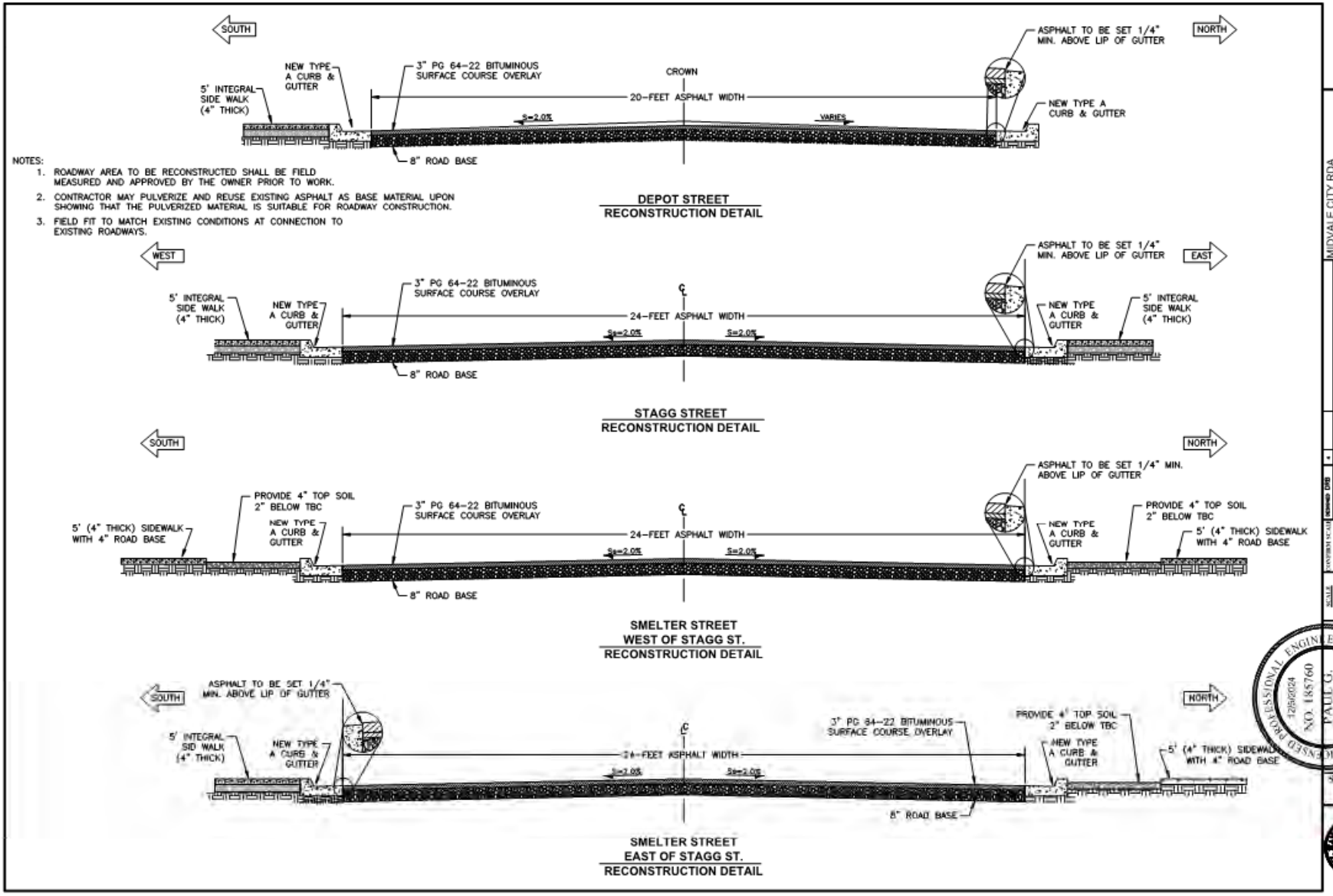
ROADWAY IMPROVEMENTS



ROADWAY IMPROVEMENTS



ROADWAY CROSS SECTIONS



Bid Schedule
Document 00 30 10

DOCUMENT 00 30 10

BID SCHEDULE

PART 1 GENERAL

1.1 **DOCUMENT INCLUDES**

A. Price schedules.

B. Measurement and payment provisions.

1.2 **CONSTRUCTION CONTRACT**

The Construction Contract is known as:

2025 ROADWAY AND UTILITY IMPROVEMENT PROJECT

1.3 **REFERENCES**

A. Document 00 52 00: Agreement.

B. APWA Document 01 25 00: Product Options and Substitutions.

1.4 **SCHEDULE TO BE ADDED TO THE AGREEMENT**

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

PART 2 PRICE SCHEDULES

2.1 **BID**

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
GENERAL					
1	Mobilization, Traffic Control, SWPP Plan and Public Outreach	1	LS		
2	Construction Layout	1	LS		
3	Pothole Existing Utilities	1	LS		
DEMOLITION					
4	Demolition and Disposal of Existing Curb & Gutter and Subbase	2,025	LF		
5	Demolition and Disposal of Existing Sidewalk and Subbase	6,300	LF		

RETURN WITH BID DOCUMENTS

Bid Schedule
Document 00 30 10

DOCUMENT 00 30 10

BID SCHEDULE

PART 1 GENERA

1.1 **DOCUMENT INCL**

A. Price sche

B. Measurem

1.2 **CONSTRUCTION**

The Construction

202

1.3 **REFERENCES**

A. Document

B. APWA Do

1.4 **SCHEDULE TO B**

A. This docun

PART 2 PRICE S

2.1 **BID**

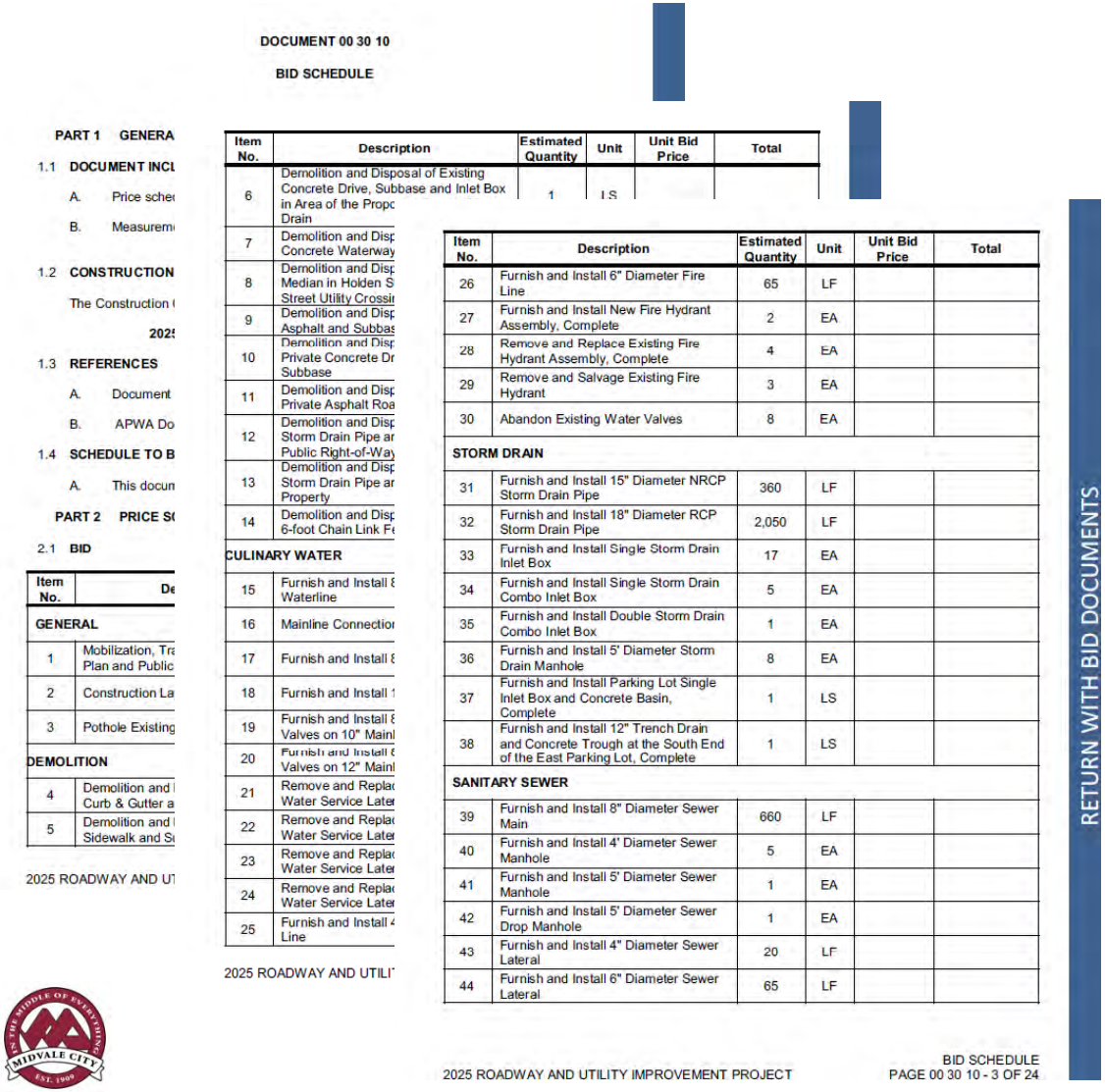
Item No.	De
GENERAL	
1	Mobilization, Tra Plan and Public
2	Construction La
3	Pothole Existing
DEMOLITION	
4	Demolition and Curb & Gutter a
5	Demolition and Sidewalk and S

2025 ROADWAY AND UT

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
6	Demolition and Disposal of Existing Concrete Drive, Subbase and Inlet Box in Area of the Proposed Trench Storm Drain	1	LS		
7	Demolition and Disposal of Existing Concrete Waterway and Base	500	SF		
8	Demolition and Disposal of Existing Median in Holden Street for the Depot Street Utility Crossings	1	LS		
9	Demolition and Disposal of Existing Asphalt and Subbase in Right-of-Way	17,300	SF		
10	Demolition and Disposal of Existing Private Concrete Drive Approach and Subbase	400	SF		
11	Demolition and Disposal of Existing Private Asphalt Roadway and Subbase	1,300	SF		
12	Demolition and Disposal of Existing Storm Drain Pipe and Boxes Within the Public Right-of-Way	1	LS		
13	Demolition and Disposal of Existing Storm Drain Pipe and Boxes on Private Property	1	LS		
14	Demolition and Disposal of Existing 6-foot Chain Link Fence	1	LS		
CULINARY WATER					
15	Furnish and Install 8" Diameter Waterline	4,125	LF		
16	Mainline Connections	6	EA		
17	Furnish and Install 8" Gate Valves	32	EA		
18	Furnish and Install 12" Gate Valves	4	EA		
19	Furnish and Install 8" Hot Tap Gate Valves on 10" Mainline	2	EA		
20	Furnish and Install 8" Hot Tap Gate Valves on 12" Mainline	1	EA		
21	Remove and Replace Existing 3/4" Water Service Laterals, Complete	13	EA		
22	Remove and Replace Existing 1" Water Service Laterals, Complete	4	EA		
23	Remove and Replace Existing 1-1/2" Water Service Laterals, Complete	1	EA		
24	Remove and Replace Existing 2" Water Service Laterals, Complete	3	EA		
25	Furnish and Install 4" Diameter Water Line	20	LF		

RETURN WITH BID DOCUMENTS

Bid Schedule
Document 00 30 10



DOCUMENT 00 30 10

BID SCHEDULE

PART 1 GENERA

1.1 DOCUMENT INCL

A. Price sche

B. Measurem

1.2 CONSTRUCTION

The Construction

202

1.3 REFERENCES

A. Document

B. APWA Do

1.4 SCHEDULE TO B

A. This docun

PART 2 PRICE S

2.1 BID

Item No.	De
GENERAL	
1	Mobilization, Tra Plan and Public
2	Construction La
3	Pothole Existing
DEMOLITION	
4	Demolition and Curb & Gutter a
5	Demolition and Sidewalk and S

2025 ROADWAY AND UT

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
6	Demolition and Disposal of Existing Concrete Drive, Subbase and Inlet Box in Area of the Propc Drain	1	LS		
7	Demolition and Disp Concrete Waterway				
8	Demolition and Disp Median in Holden S Street Utility Crossi				
9	Demolition and Disp Asphalt and Subbas				
10	Demolition and Disp Private Concrete Dr Subbase				
11	Demolition and Disp Private Asphalt Roa				
12	Demolition and Disp Storm Drain Pipe ar Public Right-of-Way				
13	Demolition and Disp Storm Drain Pipe ar Property				
14	Demolition and Disp 6-foot Chain Link Fe				
CULINARY WATER					
15	Furnish and Install 8 Waterline				
16	Mainline Connectior				
17	Furnish and Install 8				
18	Furnish and Install 1				
19	Furnish and Install 8 Valves on 10" Mainl				
20	Furnish and Install 8 Valves on 12" Mainl				
21	Remove and Replac Water Service Later				
22	Remove and Replac Water Service Later				
23	Remove and Replac Water Service Later				
24	Remove and Replac Water Service Later				
25	Furnish and Install 4 Line				

2025 ROADWAY AND UTILI

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
26	Furnish and Install 6" Diameter Fire Line	65	LF		
27	Furnish and Install New Fire Hydrant Assembly, Complete	2	EA		
28	Remove and Replace Existing Fire Hydrant Assembly, Complete	4	EA		
29	Remove and Salvage Existing Fire Hydrant	3	EA		
30	Abandon Existing Water Valves	8	EA		
STORM DRAIN					
31	Furnish and Install 15" Diameter NRCP Storm Drain Pipe	360	LF		
32	Furnish and Install 18" Diameter RCP Storm Drain Pipe	2,050	LF		
33	Furnish and Install Single Storm Drain Inlet Box	17	EA		
34	Furnish and Install Single Storm Drain Combo Inlet Box	5	EA		
35	Furnish and Install Double Storm Drain Combo Inlet Box	1	EA		
36	Furnish and Install 5' Diameter Storm Drain Manhole	8	EA		
37	Furnish and Install Parking Lot Single Inlet Box and Concrete Basin, Complete	1	LS		
38	Furnish and Install 12" Trench Drain and Concrete Trough at the South End of the East Parking Lot, Complete	1	LS		
SANITARY SEWER					
39	Furnish and Install 8" Diameter Sewer Main	660	LF		
40	Furnish and Install 4' Diameter Sewer Manhole	5	EA		
41	Furnish and Install 5' Diameter Sewer Manhole	1	EA		
42	Furnish and Install 5' Diameter Sewer Drop Manhole	1	EA		
43	Furnish and Install 4" Diameter Sewer Lateral	20	LF		
44	Furnish and Install 6" Diameter Sewer Lateral	65	LF		

RETURN WITH BID DOCUMENTS

2025 ROADWAY AND UTILITY IMPROVEMENT PROJECT

BID SCHEDULE
PAGE 00 30 10 - 3 OF 24

Bid Schedule
Document 00 30 10

DOCUMENT 00 30 10

BID SCHEDULE

PART 1 GENERA

1.1 DOCUMENT INCL

A. Price sche

B. Measurem

1.2 CONSTRUCTION

The Construction

202

1.3 REFERENCES

A. Document

B. APWA Do

1.4 SCHEDULE TO B

A. This docun

PART 2 PRICE S

2.1 BID

Item No.	De
GENERAL	
1	Mobilization, Tra Plan and Public
2	Construction La
3	Pothole Existing
DEMOLITION	
4	Demolition and Curb & Gutter a
5	Demolition and Sidewalk and S

2025 ROADWAY AND UT

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	
6	Demolition and Disposal of Existing Concrete Drive, Subbase and Inlet Box in Area of the Propc Drain	1	LS		
7	Demolition and Disp Concrete Waterway				
8	Demolition and Disp Median in Holden S Street Utility Crossi				
9	Demolition and Disp Asphalt and Subbas				
10	Demolition and Disp Private Concrete Dr Subbase				
11	Demolition and Disp Private Asphalt Roa				
12	Demolition and Disp Storm Drain Pipe ar Public Right-of-Way				
13	Demolition and Disp Storm Drain Pipe ar Property				
14	Demolition and Disp 6-foot Chain Link Fe				
CULINARY WATER					
15	Furnish and Install 8 Waterline				
16	Mainline Connectior				
17	Furnish and Install 8				
18	Furnish and Install 1				
19	Furnish and Install 8 Valves on 10" Main				
20	Furnish and Install 8 Valves on 12" Main				
21	Remove and Replac Water Service Later				
22	Remove and Replac Water Service Later				
23	Remove and Replac Water Service Later				
24	Remove and Replac Water Service Later				
25	Furnish and Install 4 Line				

2025 ROADWAY AND UTILI

Item No.	Description	E
26	Furnish and Install 6" Diameter Fire Line	
27	Furnish and Install New Fire Hydrant Assembly, Complete	
28	Remove and Replace Existing Fire Hydrant Assembly, Complete	
29	Remove and Salvage Existing Fire Hydrant	
30	Abandon Existing Water Valves	
STORM DRAIN		
31	Furnish and Install 15" Diameter NRCP Storm Drain Pipe	
32	Furnish and Install 18" Diameter RCP Storm Drain Pipe	
33	Furnish and Install Single Storm Drain Inlet Box	
34	Furnish and Install Single Storm Drain Combo Inlet Box	
35	Furnish and Install Double Storm Drain Combo Inlet Box	
36	Furnish and Install 5' Diameter Storm Drain Manhole	
37	Furnish and Install Parking Lot Single Inlet Box and Concrete Basin, Complete	
38	Furnish and Install 12" Trench Drain and Concrete Trough at the South End of the East Parking Lot, Complete	
SANITARY SEWER		
39	Furnish and Install 8" Diameter Sewer Main	
40	Furnish and Install 4' Diameter Sewer Manhole	
41	Furnish and Install 5' Diameter Sewer Manhole	1 EA
42	Furnish and Install 5' Diameter Sewer Drop Manhole	1 EA
43	Furnish and Install 4" Diameter Sewer Lateral	20 LF
44	Furnish and Install 6" Diameter Sewer Lateral	65 LF

2025 ROADWAY AND UTILITY IMPROVEMENT PROJECT

BID SCHEDULE
PAGE 00 30 10 - 3 OF 24

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
ROADWAY / CONCRETE					
45	Furnish and Install Type "A" Curb & Gutter and Base	2,850	LF		
46	Furnish and Install Type "E" Curb & Gutter and Base	330	LF		
47	Furnish and Install Type "G" Curb & Gutter and Base	250	LF		
48	Furnish and Install 4" Thick Sidewalk and Base	16,000	SF		
49	Furnish and Install 4" Thick Stamped / Colored Sidewalk and Base on Main Street	825	SF		
50	Furnish and Install 8" Thick Sidewalk and Base in Commercial Drive	5,300	SF		
51	Furnish and Install 8" Thick Concrete Waterway and Base	490	SF		
52	Furnish, Installation and Restoration of Median in Holden Street for the Depot Street Utility Crossings	1	LS		
53	Furnish and Install New 3" Asphalt Pavement and 8" Base	50,900	SF		
54	Furnish and Install New 4" Stamped / Colored Asphalt Pavement and 8" Base on Main Street	370	SF		
55	Furnish and Install 4" Asphalt Pavement Repair and 8" Base	6,900	SF		
56	Furnish and Install New 3" Asphalt and 6" Base (Private Drives)	400	SF		
57	Furnish and Install New 6" Concrete and 6" Base (Private Drives)	225	SF		
58	Furnish and Install ADA Tactile Pads for Corner Ramps	15	EA		
59	Adjust and Collar Storm Drain Manhole	15	EA		
60	Adjust and Collar Sewer Manhole	9	EA		
61	Adjust and Collar Water Valves and Monuments	44	EA		
62	Furnish and Install "Stop" Signs	6	EA		
63	Furnish and Install "Street Name" Signs	2	EA		
64	Furnish and Install "Directional Arrow" Signs	2	EA		
65	Furnish and Install "Do Not Enter" Signs	2	EA		

2025 ROADWAY AND UTILITY IMPROVEMENT PROJECT

BID SCHEDULE
PAGE 00 30 10 - 4 OF 24

RETURN WITH BID DOCUMENTS

Bid Schedule
Document 00 30 10

DOCUMENT 00 30 10

BID SCHEDULE

PART 1 GENERA

1.1 DOCUMENT INCL

A. Price sche

B. Measurem

1.2 CONSTRUCTION

The Construction

202

1.3 REFERENCES

A. Document

B. APWA Do

1.4 SCHEDULE TO B

A. This docun

PART 2 PRICE S

2.1 BID

Item No.	De
GENERAL	
1	Mobilization, Tra Plan and Public
2	Construction La
3	Pothole Existing
DEMOLITION	
4	Demolition and Curb & Gutter a
5	Demolition and Sidewalk and S

2025 ROADWAY AND UT

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	
6	Demolition and Disposal of Existing Concrete Drive, Subbase and Inlet Box in Area of the Propc Drain	1	LS		
7	Demolition and Disp Concrete Waterway				
8	Demolition and Disp Median in Holden S Street Utility Crossi				
9	Demolition and Disp Asphalt and Subbas				
10	Demolition and Disp Private Concrete Dr Subbase				
11	Demolition and Disp Private Asphalt Roa				
12	Demolition and Disp Storm Drain Pipe ar Public Right-of-Way				
13	Demolition and Disp Storm Drain Pipe ar Property				
14	Demolition and Disp 6-foot Chain Link Fe				
CULINARY WATER					
15	Furnish and Install 8 Waterline				
16	Mainline Connectior				
17	Furnish and Install 8				
18	Furnish and Install 1				
19	Furnish and Install 8 Valves on 10" Main				
20	Furnish and Install 8 Valves on 12" Main				
21	Remove and Replac Water Service Later				
22	Remove and Replac Water Service Later				
23	Remove and Replac Water Service Later				
24	Remove and Replac Water Service Later				
25	Furnish and Install 4 Line				

2025 ROADWAY AND UTILI

Item No.	Description	E
26	Furnish and Install 6" Diameter Fire Line	
27	Furnish and Install New Fire Hydrant Assembly, Complete	
28	Remove and Replace Existing Fire Hydrant Assembly, Complete	
29	Remove and Salvage Existing Fire Hydrant	
30	Abandon Existing Water Valves	
STORM DRAIN		
31	Furnish and Install 15" Diameter NRCP Storm Drain Pipe	
32	Furnish and Install 18" Diameter RCP Storm Drain Pipe	
33	Furnish and Install Single Storm Drain Inlet Box	
34	Furnish and Install Single Storm Drain Combo Inlet Box	
35	Furnish and Install Double Storm Drain Combo Inlet Box	
36	Furnish and Install 5' Diameter Storm Drain Manhole	
37	Furnish and Install Parking Lot Single Inlet Box and Concrete Basin, Complete	
38	Furnish and Install 12" Trench Drain and Concrete Trough at the South End of the East Parking Lot, Complete	
SANITARY SEWER		
39	Furnish and Install 8" Diameter Sewer Main	
40	Furnish and Install 4' Diameter Sewer Manhole	
41	Furnish and Install 5' Diameter Sewer Manhole	1 EA
42	Furnish and Install 5' Diameter Sewer Drop Manhole	1 EA
43	Furnish and Install 4" Diameter Sewer Lateral	20 LF
44	Furnish and Install 6" Diameter Sewer Lateral	65 LF

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
ROADWAY / CONCRETE					
45	Furnish and Install Type "A" Curb & Gutter and Base	2,850	LF		
46	Furnish and Install Type "E" Curb & Gutter and Base	330	LF		
47	Furnish and Install Type "G" Curb & Gutter and Base	250	LF		
48	Furnish and Insl and Base				
49	Furnish and Insl Colored Sidewa Street				
50	Furnish and Insl and Base in Cor				
51	Furnish and Insl Waterway and E				
52	Furnish, Installa Median in Holde Street Utility Cro				
53	Furnish and Insl Pavement and 8				
54	Furnish and Insl Colored Asphalt Base on Main S				
55	Furnish and Insl Pavement Repa				
56	Furnish and Insl 6" Base (Private				
57	Furnish and Insl and 6" Base (Pr				
58	Furnish and Insl for Corner Ramp				
59	Adjust and Colla Manhole				
60	Adjust and Colla				
61	Adjust and Colla Monuments				
62	Furnish and Insl				
63	Furnish and Insl Signs				
64	Furnish and Insl Signs				
65	Furnish and Insl Signs				

2025 ROADWAY AND UT

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
66	Furnish and Install "Right Turn Only" Signs	1	EA		
67	Furnish and Install ADA "Van Accessible" Sign	2	EA		
68	Furnish and Install Pavement Striping (Public and Private)	1	EA		
Miscellaneous					
69	Furnish and Install 6-foot Chain Link Fence and Reinstall Sliding Gates	1	LS		
70	Furnish and Install 3" Cobble, 6" Thick, With Landscape Fabric in Park Strips	840	LF		
71	Landscape and Irrigation System Restoration	1	LS		
				TOTAL	

2.2 **Additive Alternates**

Bid Item A1. Additional unit cost per square foot of existing asphalt pavement removal listed under Bid Item No. 9 with pavement thickness between four (4) and six (6) inches.

$ _____ / S.F.

Bid Item A2. Additional unit cost per square foot of existing asphalt pavement removal listed under Bid Item No. 9 and A1, with pavement thickness greater than six (6) inches.

$ _____ / S.F.

PART 3 MEASUREMENT AND PAYMENT

3.1 **GENERAL**

A. Units of measurement are listed above in the price schedule(s).

B. Measurement and payment procedures are as shown below.

C. ENGINEER will take all measurements and compute all quantities.

D. CONTRACTOR will verify measurement and quantities.

E. CONTRACTOR will provide all equipment, workers, and survey crews to assist ENGINEER in making measurements.

RETURN WITH BID DOCUMENTS

Measurement and Payment
Document 00 30 10

3.16 **Furnish and Install 8" Diameter Waterline. Bid Item No. 15**

A. METHOD OF MEASUREMENT. Furnish and Install 8" Diameter Waterline shall be measured by the linear foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 8" Diameter Waterline shall be made at the contract unit bid price listed in the bidder's proposal. Payment shall be considered complete compensation for all labor, equipment, and materials, including but not limited to: saw cutting, excavation and off-site disposal of all excavated materials, dewatering, shoring; furnish and installation of the pipe and fittings (including megalug restraint); import pipe bedding, pipe zone and A1-a trench materials; marking tape and tracer wire, thrust blocks, compaction, disinfection, cleaning, testing, and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by the respective bid items.

Measurement and Payment
Document 00 30 10

3.17 **Mainline Connections. Bid Item No. 16**

A. METHOD OF MEASUREMENT. Mainline Connections shall not be measured.

B. BASIS OF PAYMENT. Payment for Mainline Connections will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to: saw cutting, excavation, shoring, dewatering, removal and off-site disposal of excess excavated material; furnish and installation of fittings (including megalug restraint), furnish and installation of import bedding and A1-a trench backfill; compaction, cleaning, testing, disinfection, and all other operations, incidentals and costs required to complete this portion of the work.

This item also includes the cost to cut, cap and abandon the adjacent waterline(s) at each mainline connection location, and as shown. The cost of surface improvement removal and replacement will be paid by the respective bid items.

Measurement and Payment
Document 00 30 10

REVIEW EACH BID ITEM TO UNDERSTAND THE METHOD OF MEASURE, AND THE BASIS OF PAYMENT

Measurement and Payment
Document 00 30 10

REVIEW EACH BID ITEM TO UNDERSTAND THE METHOD OF MEASURE, AND THE BASIS OF PAYMENT

As an Example: Surface restoration in places is paid separately as a Bid Item, whereas in others it is NOT paid separately

Measurement and Payment
Document 00 30 10

REVIEW EACH BID ITEM TO UNDERSTAND THE METHOD OF MEASURE, AND THE BASIS OF PAYMENT

This is done intentionally to provide incentive / benefit to Contractors who have methods and techniques which limit the degree of site disturbance

Project Specifications

As provided in the Bid Documents

As supplemented by APWA Standards and Specifications where additional information is required

Materials Testing

Responsibility of Contractor

Paid as part of the

Various Work Elements.

No Separate Line Item

Traffic Plan

Traffic Plan Required for Approval

Prior to Commencement of Work

Use of Culinary Water

Culinary Water May **NOT** be used for moisture conditioning of soil, dust control, or any other non culinary use

Work Conditions

- Work Hours 7 AM – 9 PM (Noise Ordinance)

Work Conditions

- Work Hours 7 AM – 9 PM (Noise Ordinance)
- Do Not Block Access from 5 PM – 8 AM

Work Conditions

- Work Hours 7 AM – 9 PM (Noise Ordinance)
- Do Not Block Access from 5 PM – 8 AM
- Staging Responsibility of Contractor

Work Conditions

- Work Hours 7 AM – 9 PM (Noise Ordinance)
- Do Not Block Access from 5 PM – 8 AM
- Staging Responsibility of Contractor
- Provide Notice as Required.
  - **3 days** Before Commencement (Block to Block)
  - **24 hours** Reminder of Impact to Residents and Business

SWPPP

Responsibility of Contractor, and must be submitted prior to commencement of Work

PROJECT COORDINATION

The CITY is coordinating with:

1. RMP for relocation of power poles along the east side of Stagg Street
2. Relocation of the Enbridge Gas line located in Stagg Street, north of Smelter

PROJECT COORDINATION

The CONTRACTOR shall be responsible for:

1. Coordination with Residents / Business
2. Coordination with all other 3rd party Utilities for relocation / adjustment of their utilities
3. Coordination with on-going development activities

SWPPP

Responsibility of Contractor, and must be submitted prior to commencement of Work

ADDENDUM

An Addendum will be issued which addresses the following:

- Addition of the South Holden Waterline
- Modification of Quantities to Bid Schedule
- Clarification of Certain Bid and Contract Conditions
- Addition of Phase Completion Deadline

Bid Review and Award

This project is to be scored, ranked and awarded based on three (3) criteria, and following the procedure outlined in Section 15 of the Instructions to Bidders.

(1) **Bid Price** (40%);
(2) **Past Experience** (30%); and
(3) **Approach to Project** (30%)

Bids Due

Thursday June 26, 2025

5:00 PM

All bids shall be submitted online at Bonfire. It is the sole responsibility of the BIDDER to submit the Bid before the scheduled time and to verify that the bid is complete and accepted

QUESTIONS?

ADDENDUM NO. 3

to

BIDDING AND CONTRACT DOCUMENTS

for

2025 Roadway and Utility Improvement Project

Midvale City Corporation
7505 South Holden Street
Midvale, Utah 84047

June 23, 2025

The following questions were asked by the cut off time and date of 5:00 P.M. on June 20, 2025 and are answered below. The answers become part of the Contract Documents.

1. **Question**: Is there a Geotechnical Report for the project or any information as to the soils type, rock and ground water levels to ne expected?

   Answer: *A geotechnical report was not provided.*

2. **Question**: Bid Item #54 is for stamped & colored asphalt. Should this be stamped and colored concrete?

   Answer: *The existing stamped & colored material at the cross walks on Main Street is asphalt, and the asphalt repair should match the color and pattern of the existing material to the extent possible.*

3. **Question**: Item No. 5 bid quantity is 6,300 LF. Should this be " SF " ?

   Answer: *The measurement for demolition of sidewalk should be s.f., as noted in the measurement and payment section.*

4. **Question**: Will the power poles be relocated in advance? If not, how should the work be incorporated into the schedule to make the milestone dates?

   Answer: *The City continues to work with Rocky Mountain Power for relocation of the power poles. The underground water, sanitary sewer and storm drain can all be installed without relocation of the power poles within Depot, Stagg and Smelter Streets. The Contractor will be required to complete the roadway improvements per the deadlines shown in Addendum No. 1 to the extent the power poles are not relocated.*

5. **Question**: Do the tapping valves need to be rated for a 300 PSI working pressure?

   Answer: *No. The only valves that need to be rated to 300 psi are the corporation stop ball valves on all service laterals. All gate valves need only be rated to 150 psi.*

6. **Question**: Can you provide additional information on the requirements for Bid Item No. 71 "Landscape & Irrigation System Restoration"? The bid item is Lump Sum but we don't see any areas identified on the drawings for restoration. (please

provide an estimated quantity). Also, the measurement & payment doesn't provide information on what will be required (please provide the landscape restoration requirements.

***Answer**: The areas of restoration of irrigation and landscaping are as identified on Sheet C.10 and are generally limited to the south side of Smelter Street. There is a section of landscape on the west side of Stagg Street, north of Smelter Street, which work will occur adjacent to, but is anticipated to be able to remain in place.*

The amount of landscape area is not specifically called out as the amount of damage will depend significantly upon the care and operations of the Contractor in removal and replacement of the right of way improvements.

7. **Question**: At the pre-bid there was a comment made about using a designated surveyor. Is there a designated surveyor for the project? If so, how do we get pricing and does it need to be included in our bid proposal?

***Answer**: As indicated in Addendum No. 2, the Owner will provide initial construction survey staking of all required improvements at no cost thru John Riddle, PLS at McNeil Engineering. All subsequent re-staking due to lost or damaged control points / hubs / etc. shall be at the Contractors sole expense. John Riddle may be contacted as follows:*

Company Name: McNeil Engineering
Phone Number: (801) 885-6861
e-mail: john@mcneileng.com

8. **Question**: Specification Section 21 23 23 2.2 Item C. States that culinary water is NOT AVAILABLE from the City System. Is there a source that will be available to us for construction water?

***Answer**: The City will allow culinary water use for dust control or watering as long as it is metered. The Contractor can provide their own City approved meter and backflow device, or they can pick one up from the City Public Works Department. Water meter readings will be required and provided to the City for all water used thru the duration of the project. The Contractor will not be invoiced for water used on this project.*

9. **Question**: Can you confirm the quantity of 8" gate valves on bid item #17?

***Answer**: As shown in Addendum No. 1, the number of main line 8-inch gate valves is shown as 33.*

10. **Question**: Can you post a copy of the pre-bid attendance log?

***Answer**: A copy of the Prebid Meeting notes, attendance and slides was provided in Addendum No. 2.*

11. **Question**: Is the Unit of Measure "LF" correct or should it be "SF" ?

***Answer**: The bid item is not clarified in the question. If related to sidewalk, then the quantity should be s.f. as noted above.*

12. **Question**: Do the tapping sleeves need to be rated for a 300 psi working pressure?

    ***Answer**: No. As answered above, the only valves that need to be rated to 300 psi are the corp stop ball valves on all service laterals. All gate valves need only be rated to 150 psi.*

13. **Question**: Please identify the Storm Drain Pipe that you want to remove. Please provide a length of pipe.

    ***Answer**: The areas of storm drain pipe to be removed is as shown on Sheet D.1, and is located along the west side of Stagg Street and the north side of Smelter Street, both fronting the existing car wash. There is also a segment of pipe that crosses Smelter Street between the two existing boxes. The City has indicated that the type of storm drain pipe to be demolished should be assumed as concrete, and has an approximate length of 450 linear feet. The actual quantity however should be field verified by the Contractor. Payment for removal will remain as a lump sum item.*

14. **Question**: Please identify the Storm Drain and Boxes on private property that are to be removed. Please clarify or provide quantities.

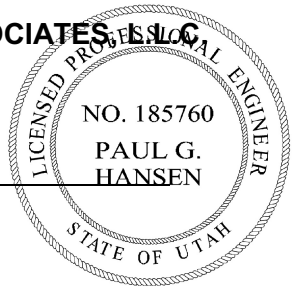
    ***Answer**: The private storm drain boxes to be removed is as shown on Sheet D.1. More specifically they are the boxes located on the southeast corner of Smelter and Stagg Streets (Big Mountain Barbell) and the southeast corner of Depot and Holden Streets.*

15. **Question**: Is 8" culinary water mainline pipe to be ductile iron or pvc? There is a specification for both types. Please clarify?

    ***Answer**: The culinary water main may be either ductile iron or PVC as shown in the project specifications.*

THIS ADDENDUM IS HEREBY ATTACHED TO AND MADE A PART OF THE CONTRACT DOCUMENTS, AND **EACH BIDDER SHALL ACKNOWLEDGE RECEIPT OF ADDENDA NO. 1, 2 AND 3** (THIS ADDENDUM) IN THEIR BID ON ***DOCUMENT 00 30 00 - BID, PARAGRAPH 2.1.C.***

PAUL HANSEN ASSOCIATES, L.L.C.



Paul G. Hansen, P.E.
Principal

NOTICE OF AWARD

Date: _____

TO: _____
(BIDDER)

ADDRESS: _____

_____

PROJECT: 2025 Roadway and Utility Improvement Project

CONTRACT: 2025 Roadway and Utility Improvement Project
(Insert name of Contract as it appears in the Bidding Documents)

OWNERS CONTRACT NO.: _____

You are notified that your Bid dated _____, 2025, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for: Total Work

(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your Contract is _____ Dollars ($_____).

Three copies or an electronic copy of the proposed Agreement accompany this Notice of Award.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by _____.

1. Deliver to the OWNER three fully executed counterparts of the agreement or a signed electronic copy, including all the Contract Documents.

2. Deliver with the executed Contract Documents the Contract Security (Bonds) as specified in the Instruction to Bidders (Article 18) and General Conditions (paragraph 6.01).

3. (List other conditions precedent).

_____

_____

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, and to annul the Notice to Award, and the OWNER may move to collect on your Bid bond.

Within thirty days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Contract Documents.

Midvale City
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

- END OF DOCUMENT -

DOCUMENT 00 52 00

NOTICE TO PROCEED

TO: _____ Dated _____, 2025
(CONTRACTOR)

ADDRESS: _____

_____

CONTRACT: 2025 Roadway and Utility Improvement Project
(Insert name of Contract as it appears in the Bidding Documents)

PROJECT: 2025 Roadway and Utility Improvement Project

OWNER'S CONTRACT NO.: _____

You are notified that the Contract Times under the above contract will commence to run on _____, 2025. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3.1 of the Agreement the date of Substantial Completion is _____, 2025 and the date of readiness for final payment is _____, 2025, respectively.

Before you may start any Work at the site, paragraph 2.01.B of the General Conditions provides that you and OWNER must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site(s), you must: _____

_____

_____
(Add other requirements)

Midvale City
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

Copy to ENGINEER

EJCDC 1910-23 (2018 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by The General Contractors of America.

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DOCUMENT 00 30 00

BID

PART 1 GENERAL

1.1 BID PROPOSAL

A. After having personally and carefully examined all conditions surrounding the Work and the Contract Documents, the undersigned proposes to furnish all labor, equipment, tools and machinery and to furnish and deliver all materials not specifically mentioned as being furnished by the OWNER, which is required in and about the construction of the Construction Contract known as

2025 ROADWAY AND UTILITY IMPROVEMENT PROJECT

B. The undersigned proposes to complete the Work for the price or prices listed in the Bid Schedule (Document 00 30 10) and understands that quantities for Unit Price Work are not guaranteed.

C. The undersigned proposes to furnish bonds with the Contract, signed by a surety company satisfactory to the OWNER, in an amount equal to the Contract amount conditioned to insure compliance with all requirements of the Contract Documents.

D. The undersigned encloses a Bid Bond for Forty Two Million Dollars ($4,200,000.00) which is five (5) percent of the Bid amount payable to the OWNER, as a guarantee of good faith, and which it is agreed will be forfeited to the OWNER as liquidated damages in the event of the failure of the undersigned to enter into a contract and furnish satisfactory bonds to the OWNER.

E. The undersigned proposes to execute the attached contract within ten (10) days after the Notice of Intention to Award, and to begin work within ten (10) days after being notified to do so by the OWNER.

F. If OWNER finds it necessary to further define the Work, Contract Price, Contract Time or some other portion of the Construction Contract, after Bid opening, the Bidder promises to execute an Agreement Supplement prior to or concurrent with the execution of the Agreement, if the Agreement Supplement is acceptable to the Bidder.

G. It is understood that the OWNER has the right to reject this proposal or to accept it at the prices listed in the Bid Schedule.

H. It is understood that the OWNER reserves the right to award all schedules of the project to a single BIDDER, or to separate BIDDERS as in the best interest of the OWNER.

RETURN WITH BID DOCUMENTS

PART 2 EXECUTION

2.1 BIDDER

A. The Bidder is as follows

Name: Beck Construction & Excavation, Inc

Address: 10432 S. 1055 W.
South Jordan, UT 84095

Telephone number: 801-870-7922

Facsimile number: 801-606-7273

E-mail: Corson@beckconstruct.com

Tax identification number: 46-2461111

B. Bidder holds license number 8059846-5501, issued on the 14 day of MAY, 2013, by the Utah State Department of Commerce, Division of Occupational and Professional Licensing. Bidder is licensed to practice as a B100, E100 Contractor. License renewal date is the NOV 30 day of 2025.

C. The undersigned hereby acknowledges receipt of the following Addenda.

#1 #2 #3
(list Addenda numbers here)

2.2 BIDDER'S SUBSCRIPTION

A. Date: 6/26/25

B. Bidder's Signature: C – B

C. Please print Bidder's name here: Corson Bastian

D. Title: Estimator

END OF DOCUMENT

RETURN WITH BID DOCUMENTS

DOCUMENT 00 30 10

BID SCHEDULE

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

A. Price schedules.

B. Measurement and payment provisions.

1.2 CONSTRUCTION CONTRACT

The Construction Contract is known as:

2025 ROADWAY AND UTILITY IMPROVEMENT PROJECT

1.3 REFERENCES

A. Document 00 52 00: Agreement.

B. APWA Document 01 25 00: Product Options and Substitutions.

1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT

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

PART 2 PRICE SCHEDULES

2.1 BID

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
GENERAL					
1	Mobilization, Traffic Control, SWPP Plan and Public Outreach	1	LS	250,000	250,000
2	Construction Layout	1	LS	28,000	28,000
3	Pothole Existing Utilities	1	LS	28,000	28,000
DEMOLITION					
4	Demolition and Disposal of Existing Curb & Gutter and Subbase	2,025	LF	9.00	18,225
5	Demolition and Disposal of Existing Sidewalk and Subbase	6,300	LF	3.00	18,900

RETURN WITH BID DOCUMENTS

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
6	Demolition and Disposal of Existing Concrete Drive, Subbase and Inlet Box in Area of the Proposed Trench Storm Drain	1	LS	5,775	5,775
7	Demolition and Disposal of Existing Concrete Waterway and Base	500	SF	5.50	2,750
8	Demolition and Disposal of Existing Median in Holden Street for the Depot Street Utility Crossings	1	LS	1,500	1,500
9	Demolition and Disposal of Existing Asphalt and Subbase in Right-of-Way	22,000	SF	1.25	27,500
10	Demolition and Disposal of Existing Private Concrete Drive Approach and Subbase	400	SF	6.00	2,400
11	Demolition and Disposal of Existing Private Asphalt Roadway and Subbase	1,300	SF	4.25	5,525
12	Demolition and Disposal of Existing Storm Drain Pipe and Boxes Within the Public Right-of-Way	1	LS	23,000	23,000
13	Demolition and Disposal of Existing Storm Drain Pipe and Boxes on Private Property	1	LS	10,125	10,125
14	Demolition and Disposal of Existing 6-foot Chain Link Fence	1	LS	12,975	12,975
CULINARY WATER					
15	Furnish and Install 8" Diameter Waterline	4,600	LF	122	561,200
16	Mainline Connections	7	EA	6,200	43,400
17	Furnish and Install 8" Gate Valves	33	EA	3,200	105,600
18	Furnish and Install 12" Gate Valves	4	EA	5,960	23,840
19	Furnish and Install 8" Hot Tap Gate Valves on 10" Mainline	2	EA	13,425	26,850
20	Furnish and Install 8" Hot Tap Gate Valves on 12" Mainline	1	EA	14,000	14,000
21	Remove and Replace Existing 3/4" Water Service Laterals, Complete	24	EA	3,400	81,600
22	Remove and Replace Existing 1" Water Service Laterals, Complete	5	EA	4,900	24,500
23	Remove and Replace Existing 1-1/2" Water Service Laterals, Complete	1	EA	7,600	7,600
24	Remove and Replace Existing 2" Water Service Laterals, Complete	3	EA	7,900	23,700
25	Furnish and Install 4" Diameter Water Line	20	LF	290	5,800

RETURN WITH BID DOCUMENTS

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
26	Furnish and Install 6" Diameter Fire Line	65	LF	194	12,610
27	Furnish and Install New Fire Hydrant Assembly, Complete	2	EA	15,500	31,000
28	Remove and Replace Existing Fire Hydrant Assembly, Complete	5	EA	16,700	83,500
29	Remove and Salvage Existing Fire Hydrant	3	EA	2,900	8,700
30	Abandon Existing Water Valves	9	EA	850	7,650
STORM DRAIN					
31	Furnish and Install 15" Diameter NRCP Storm Drain Pipe	360	LF	360	129,600
32	Furnish and Install 18" Diameter RCP Storm Drain Pipe	2,050	LF	182	373,100
33	Furnish and Install Single Storm Drain Inlet Box	17	EA	4,600	78,200
34	Furnish and Install Single Storm Drain Combo Inlet Box	5	EA	9,100	45,500
35	Furnish and Install Double Storm Drain Combo Inlet Box	1	EA	6,100	6,100
36	Furnish and Install 5' Diameter Storm Drain Manhole	8	EA	12,100	96,800
37	Furnish and Install Parking Lot Single Inlet Box and Concrete Basin, Complete	1	LS	5,000	5,000
38	Furnish and Install 12" Trench Drain and Concrete Trough at the South End of the East Parking Lot, Complete	1	LS	32,000	32,000
SANITARY SEWER					
39	Furnish and Install 8" Diameter Sewer Main	660	LF	160	105,600
40	Furnish and Install 4' Diameter Sewer Manhole	5	EA	12,000	60,000
41	Furnish and Install 5' Diameter Sewer Manhole	1	EA	13,400	13,400
42	Furnish and Install 5' Diameter Sewer Drop Manhole	1	EA	22,900	22,900
43	Furnish and Install 4" Diameter Sewer Lateral	20	LF	189	3,780
44	Furnish and Install 6" Diameter Sewer Lateral	65	LF	148	9620

RETURN WITH BID DOCUMENTS

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
ROADWAY / CONCRETE					
45	Furnish and Install Type "A" Curb & Gutter and Base	2,850	LF	43	122,550
46	Furnish and Install Type "E" Curb & Gutter and Base	330	LF	40	13,200
47	Furnish and Install Type "G" Curb & Gutter and Base	250	LF	47	11,750
48	Furnish and Install 4" Thick Sidewalk and Base	16,000	SF	9.00	144,000
49	Furnish and Install 4" Thick Stamped / Colored Sidewalk and Base on Main Street	825	SF	16.00	13,200
50	Furnish and Install 8" Thick Sidewalk and Base in Commercial Drive	5,300	SF	14.25	75,525
51	Furnish and Install 8" Thick Concrete Waterway and Base	490	SF	23.50	11,515
52	Furnish, Installation and Restoration of Median in Holden Street for the Depot Street Utility Crossings	1	LS	4,950	4,950
53	Furnish and Install New 3" Asphalt Pavement and 8" Base	50,900	SF	4.50	229,050
54	Furnish and Install New 4" Stamped / Colored Asphalt Pavement and 8" Base on Main Street	370	SF	17.50	6,475
55	Furnish and Install 4" Asphalt Pavement Repair and 8" Base	11,500	SF	5.00	57,500
56	Furnish and Install New 3" Asphalt and 6" Base (Private Drives)	400	SF	22.00	8,800
57	Furnish and Install New 6" Concrete and 6" Base (Private Drives)	225	SF	12.00	2,700
58	Furnish and Install ADA Tactile Pads for Corner Ramps	15	EA	600	9,000
59	Adjust and Collar Storm Drain Manhole	15	EA	1000	15,000
60	Adjust and Collar Sewer Manhole	9	EA	1000	9,000
61	Adjust and Collar Water Valves and Monuments	44	EA	850	37,400
62	Furnish and Install "Stop" Signs	6	EA	875	5,250
63	Furnish and Install "Street Name" Signs	2	EA	1025	2,050
64	Furnish and Install "Directional Arrow" Signs	2	EA	775	1,550
65	Furnish and Install "Do Not Enter" Signs	2	EA	950	1,900

RETURN WITH BID DOCUMENTS

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
66	Furnish and Install "Right Turn Only" Signs	1	EA	790	790
67	Furnish and Install ADA "Van Accessible" Sign	2	EA	745	1,490
68	Furnish and Install Pavement Striping (Public and Private)	1	EA	1,950	1,950
Miscellaneous					
69	Furnish and Install 6-foot Chain Link Fence and Reinstall Sliding Gates	1	LS	32,475	32,475
70	Furnish and Install 3" Cobble, 6" Thick, With Landscape Fabric in Park Strips	840	LF	25	21,000
71	Landscape and Irrigation System Restoration	1	LS	20,250	20,500
				TOTAL	3,338,145

2.2 **Additive Alternates**

Bid Item A1. **Additional unit cost per square foot** of existing asphalt pavement removal listed under Bid Item No. 9 with pavement thickness between four (4) and six (6) inches.

$ .20 / S.F.

Bid Item A2. **Additional unit cost per square foot** of existing asphalt pavement removal listed under Bid Item No. 9 and A1, with pavement thickness greater than six (6) inches.

$ .35 / S.F.

PART 3 MEASUREMENT AND PAYMENT

3.1 GENERAL

A. Units of measurement are listed above in the price schedule(s).

B. Measurement and payment procedures are as shown below.

C. ENGINEER will take all measurements and compute all quantities.

D. CONTRACTOR will verify measurement and quantities.

E. CONTRACTOR will provide all equipment, workers, and survey crews to assist ENGINEER in making measurements.

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3.2 **Mobilization, Traffic Control, SWPP Plan and Public Outreach. Bid Item No. 1**

A. GENERAL. This bid item is provided to cover the CONTRACTOR's cost for general and miscellaneous responsibilities and operations not normally attributed to any other single bid item. This shall include, but is not limited to, work described or enumerated in Section 01 71 13R, Mobilization and Demobilization, shall include all costs related to obtaining permits as required by law. The cost of permits issued by the City will be waived. The cost of all other permits shall be the responsibility of the CONTRACTOR. *This item also includes all costs related to preparation, permitting, and maintenance of the Traffic Control Plan and SWPP Plan, as well as all activities related to Mitigation and and Public Outreach.*

B. METHOD OF MEASUREMENT. Mobilization, Traffic Control, SWPP Plan and Public Outreach shall be measured as a percentage based on the percentage of the cost of work completed compared to the original contract amount.

C. BASIS OF PAYMENT. Payment for Mobilization, Traffic Control, SWPP Plan and Public Outreach will be made as a percentage of the contract lump sum bid price. Payments will be made in accordance with the following schedule:

1. When 10% of the original contract amount is earned, 25% of the amount bid for mobilization will be paid.
2. When 25% of the original contract amount is earned, 50% of the amount bid for mobilization will be paid.
3. When 50% of the original contract amount is earned, 75% of the amount bid for mobilization will be paid.
4. When 75% of the original contract amount is earned, 100% of the amount bid for mobilization will be paid.

3.3 **Construction Layout. Bid Item No. 2**

A. METHOD OF MEASUREMENT. Construction Layout shall not be measured.

B. BASIS OF PAYMENT. Payment for Construction Layout will be made at the contract lump sum bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, surveying, materials and all other incidentals and costs as required to complete this portion of the work.

3.4 **Pothole Existing Utilities. Bid Item No. 3**

A. METHOD OF MEASUREMENT. Pothole Existing Utilities shall not be measured.

B. BASIS OF PAYMENT. Payment for Pothole Existing Utilities will be made at the contract lump sum bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, materials, surveying, off-site disposal

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of excavated materials; and furnish, installation and compaction of import fill; and all other incidentals and costs as required to complete this portion of the work.

Note: CONTRACTOR shall be responsible to pothole and positively locate all utilities ahead of the pipeline or box / manhole installation to allow for adjustments to grade, location, or looping as required.

3.5 **Demolition and Disposal of Existing Curb & Gutter and Subbase. Bid Item No. 4**

A. METHOD OF Measurement. Demolition and Disposal of Existing Curb & Gutter and Subbase shall be measured by the linear foot.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Curb & Gutter and Subbase will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to sawcutting, removal and off-site disposal of existing curb & gutter and subbase; and all other operations, incidentals and costs required.

The quantity of curb & gutter to be demolished and removed shall be measured and agreed upon with the OWNER prior to commencement of this work.

3.6 **Demolition and Disposal of Existing Sidewalk and Subbase. Bid Item No. 5**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Sidewalk and Subbase shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Sidewalk and Subbase will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of existing concrete sidewalk, ADA ramps and subbase; and all other operations, incidentals and costs required to complete this portion of the work.

The quantity of sidewalk to be demolished and removed shall be measured and agreed upon with the OWNER prior to commencement of this work.

3.7 **Demolition and Disposal of Existing Concrete Drive, Subbase and Inlet Box in Area of the Proposed Trench Storm Drain. Bid Item No. 6**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Concrete Drive, Subbase and Inlet Box in the Area of Proposed Trench Storm Drain shall not be measured.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Concrete Drive, Subbase and Inlet Box in the Area of Proposed Trench Storm Drain will be made at the

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contract lump sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of existing concrete drive, subbase and storm drain inlet box; and all other operations, incidentals and costs required to complete this portion of the work.

3.8 **Demolition and Disposal of Existing Concrete Waterway and Base. Bid Item No. 7**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Concrete Waterway and Base shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Concrete Waterway and Base will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of existing concrete waterway and base; and all other operations, incidentals and costs required to complete this portion of the work.

3.9 **Demolition and Disposal of Existing Median in Holden Street for the Depot Street Utility Crossings . Bid Item No. 8**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Median in Holden Street for the Depot Street Utility Crossings shall not be measured.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Median in Holden Street for the Depot Street Utility Crossings will be made at the contract lump sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of existing concrete curbing, asphalt materials and subbase materials,and all other operations, incidentals and costs required to complete this portion of the work.

3.10 **Demolition and Disposal of Existing Asphalt and Subbase in Public Right-of-Way. Bid Item No. 9**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Asphalt and Subbase in the Public Right-of-Way shall be measured by the square foot and shall assume an asphalt thickness not to exceed 4".

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Asphalt and Subbase in the Right-of-Way will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of existing asphalt and subbase to *a minimum depth of eleven inches (11") below the final roadway design grade*; and all other operations, incidentals and costs required to complete this portion of the work.

RETURN WITH BID DOCUMENTS

The quantity of asphalt to be demolished and removed shall be measured and agreed upon with the OWNER prior to commencement of this work. Existing asphalt thickness greater than four inches (4") shall be paid separately as shown under Additive Alternates Bid Items No. A1 and A2.

3.11 **Demolition and Disposal of Existing Private Concrete Drive Approach and Subbase. Bid Item No. 10**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Private Concrete Drive Approach and Subbase shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Private Concrete Drive Approach and Subbase will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of existing private concrete and subbase to *a minimum depth of twelve inches (12") below the final private concrete drive grade*; and all other operations, incidentals and costs required to complete this portion of the work. This pay item shall *include, as part of the unit cost, any curb edging required to be removed within the affected area.* The Contractor shall protect the existing private irrigation systems and repair any damage immediately.

The quantity of private concrete drive approach to be demolished shall be measured and agreed upon with the OWNER prior to commencement of this work.

3.12 **Demolition and Disposal of Existing Private Asphalt Roadway and Subbase. Bid Item No. 11**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Private Asphalt Roadway and Subbase shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Private Asphalt Roadway and Subbase will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of existing private asphalt and subbase to *a minimum depth of nine inches (9") below the final private drive grade*; and all other operations, incidentals and costs required to complete this portion of the work. This pay item shall *include, as part of the unit cost, any curb edging required to be removed within the affected area.*

The quantity of private asphalt drive approach to be demolished shall be measured and agreed upon with the OWNER prior to commencement of this work

RETURN WITH BID DOCUMENTS

3.13 **Demolition and Disposal of Existing Storm Drain Pipe and Boxes Within the Public Right-of -Way. Bid Item No. 12**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Storm Drain Pipe and Boxes - Public Right-of-Way shall not be measured.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Storm Drain Pipe and Boxes within the Public Right-of-Way will be made at the contract lump sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of the three existing storm drain inlets boxes located along Smelter Street and Stagg Street, along with the connecting storm drain pipe and all excavated materials.

This pay item shall also include the furnish and installation of import A1-a material within the excavated portions of the work, watering, compaction, testing, restoring the grade back to the final design and all other operations, incidentals and costs required to complete this portion of the work.

The Contractor shall protect the existing manhole and related pipe at the west end of Smelter Street where the new storm drain pipe will connect into it.

3.14 **Demolition and Disposal of Existing Storm Drain Pipe and Boxes on Private Property. Bid Item No. 13**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Storm Drain Pipe and Boxes on Private Property shall not be measured.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Storm Drain Pipe and Boxes on Private Property will be made at the contract lump sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of the existing storm drain inlet box, asphalt, concrete flat work, and curb within the northwest corner of the parking area of Big Mountain Barbell (located at the SW corner of Smelter Street and Stagg Street).

This pay item shall also include the furnish and installation of import A1-a material within the excavated portions of the work, watering, compaction, testing, restoring the grade back to the final design and all other operations, incidentals and costs required to complete this portion of the work.

3.15 **Demolition and Disposal of Existing Chain Link Fence. Bid Item No. 14**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Chain Link Fence, along with salvage, storage and protection of both existing sliding / rolling gates, shall not be measured.

RETURN WITH BID DOCUMENTS

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Chain Link Fence will be made at the contract lump sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: **salvage, storage and protection of both existing sliding / rolling gates for future reinstallation**; removal and off-site disposal of the existing fence posts, concrete foundations, wire fabric, safety arms (where applicable), and all other operations, incidentals and costs required to complete this portion of the work.

3.16 **Furnish and Install 8" Diameter Waterline. Bid Item No. 15**

A. METHOD OF MEASUREMENT. Furnish and Install 8" Diameter Waterline shall be measured by the linear foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 8" Diameter Waterline shall be made at the contract unit bid price listed in the bidder's proposal. Payment shall be considered complete compensation for all labor, equipment, and materials, including but not limited to: saw cutting, excavation and off-site disposal of all excavated materials, dewatering, shoring; furnish and installation of the pipe and fittings (including megalug restraint); import pipe bedding, pipe zone and A1-a trench materials; marking tape and tracer wire, thrust blocks, compaction, disinfection, cleaning, testing, and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by the respective bid items.

3.17 **Mainline Connections. Bid Item No. 16**

A. METHOD OF MEASUREMENT. Mainline Connections shall not be measured.

B. BASIS OF PAYMENT. Payment for Mainline Connections will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to: saw cutting, excavation, shoring, dewatering, removal and off-site disposal of excess excavated material; furnish and installation of fittings (including megalug restraint), furnish and installation of import bedding and A1-a trench backfill; compaction, cleaning, testing, disinfection, and all other operations, incidentals and costs required to complete this portion of the work.

This item also includes the cost to cut, cap and abandon the adjacent waterline(s) at each mainline connection location, and as shown. The cost of surface improvement removal and replacement will be paid by the respective bid items.

3.18 **Furnish and Install Gate Valves. Bid Item No. 17 and 18**

A. METHOD OF MEASUREMENT. Furnish and Install Gate Valves shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install Gate Valves, for the respective sizes shown, shall be made at the contract unit bid price listed in the bidder's proposal

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and shall be considered complete compensation for all labor, equipment, and materials, including but not limited to: saw cutting, excavation, dewatering, shoring, removal and off-site disposal of excess excavated material; furnish and installation of valve and fittings (including megalug restraint); furnish and installation of marking tape and tracer wire, thrust blocks, import bedding and A1-a trench backfill; compaction, cleaning, testing, and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by the respective bid items.

3.19 **Furnish and Install Hot Tap Valves. Bid Items No. 19 and 20**

A. METHOD OF MEASUREMENT. Furnish and Install Hot Tap Valves shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install Hot Tap Valves shall be made at the contract unit bid price listed in the bidder's proposal, for the respective sizes shown, and shall be considered complete compensation for all labor, equipment, and materials, including but not limited to: saw cutting, excavation, dewatering, shoring, removal and off-site disposal of excess excavated material; furnish and installation of hot tap valve and fittings (including megalug restraint), marking tape, tracer wire, thrust blocks; furnish and installation of import bedding and A1-a trench backfill; compaction, cleaning, testing, and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by the respective bid items.

This item also includes the cost to cut, cap and abandon the adjacent waterline(s) at each hot tap valve location, and as shown. The cost of surface improvement removal and replacement will be paid by the respective bid items.

3.20 **Remove and Replace Existing Water Service Laterals, Complete. Bid Items No. 21, 22, 23, and 24**

A. METHOD OF MEASUREMENT. Remove and Replace Existing Water Service Laterals, Complete shall not be measured.

B. BASIS OF PAYMENT. Payment for Remove and Replace existing Water Service Laterals, Complete, will be made at the contract unit bid price per each service lateral of the respective line sizes listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: saw cutting; removal and off-site disposal of excess excavated materials, the existing culinary water service lateral, meter can and meter setter; furnish and installing of the new service lateral, yoke, fittings, and meter can; connection to the existing water service lateral; furnish and installation of import A1-a fill materials; watering, compaction, grading, testing, and all other operations, incidentals and costs required to complete this portion of the work.

RETURN WITH BID DOCUMENTS

This pay item shall include the cost to remove and restore all surface improvements as measured from the main line connection to and including the meter can.

3.21 **Furnish and Install 4" Diameter Water Line. Bid Item No. 25**

A. METHOD OF MEASUREMENT. Furnish and Install 4" Diameter Water Line shall be measured by the linear foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 4" Diameter Water Line shall be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials, including but not limited to: saw cutting, excavation and off-site disposal of all excavated materials, dewatering, shoring; furnish and installation of pipe and fittings (including megalug restraint); furnish and installing import pipe bedding, pipe zone and A1-a trench backfill material, marking tape and tracer wire, thrust blocks; compaction, disinfection, cleaning, testing, and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by the respective bid items.

3.22 **Furnish and Install 6" Diameter Fire Line. Bid Item No. 26**

A. METHOD OF MEASUREMENT. Furnish and Install 6" Diameter Fire Line shall be measured by the linear foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 6" Diameter Fire Line shall be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials, including but not limited to: saw cutting, excavation and off-site disposal of all excavated materials, dewatering, shoring; furnish and installation of pipe and fittings (including megalug restraint); furnish and installing import pipe bedding, pipe zone and A1-a trench backfill material, marking tape and tracer wire, thrust blocks; compaction, disinfection, cleaning, testing, and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by the respective bid items.

3.23 **Furnish and Install New Fire Hydrant Assembly, Complete. Bid Items No. 27**

A. METHOD OF MEASUREMENT. Furnish and Install New Fire Hydrant Assembly, Complete, shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install New Fire Hydrant Assembly, Complete, shall be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials, including but not limited to saw cutting, excavation and off-site disposal of all excavated materials, dewatering, shoring; furnish and installation of the new valve, hydrant, pipe, valve box and fittings (including megalug restraint), furnish and installing import pipe bedding, pipe zone and A1-a trench backfill material, marking tape and tracer wire,

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thrust blocks; compaction, disinfection, cleaning, testing, and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by the respective bid items.

3.24 **Remove and Replace Existing Fire Hydrant Assembly, Complete. Bid Item No. 28**

A. METHOD OF Measurement. Remove and Replace Existing Fire Hydrant Assembly, Complete shall not be measured.

B. BASIS OF PAYMENT. Payment for Remove and Replace Existing Fire Hydrant Assembly, Complete, will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to: saw cutting, excavation and off-site disposal of all excavated materials, dewatering, shoring; removal of the existing hydrant, piping and fittings; delivery of the salvaged hydrant to the City shops; furnish and installation of the new valve, hydrant, pipe, valve box and fittings (including megalug restraint); furnish and installing import pipe bedding, pipe zone and A1-a trench backfill material, marking tape and tracer wire, thrust blocks; compaction, disinfection, cleaning, testing, all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by the respective bid items.

3.25 **Remove and Salvage Existing Fire Hydrant. Bid Item No. 29**

A. METHOD OF Measurement. Remove and Salvage Existing Fire Hydrant shall not be measured.

B. BASIS OF PAYMENT. Payment for Remove and Salvage Existing Fire Hydrant will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to: saw cutting, excavation and off-site disposal of all excavated materials, dewatering, shoring; removal of the existing hydrant, piping and fittings; delivery of the salvaged hydrant to the City shops; furnish and installation of import bedding and A1-a backfill material; compaction, materials testing, restoring existing surface improvements behind the curb and gutter; and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement within the roadway and curb and gutter will be paid by their respective bid items.

3.26 **Abandon Existing Water Valves. Bid Item No. 30**

A. METHOD OF Measurement. Abandon Existing Water Valves shall not be measured.

B. BASIS OF PAYMENT. Payment for Abandon Existing Water Valves will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to: saw cutting, excavation, removal and off-site disposal of the existing concrete collar, valve box lid, and valve box extension; furnish and installation of sand or concrete to fill the

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remaining valve box void to the bottom of the proposed roadway subbase elevation; and all other operations, incidentals and costs required to complete this portion of the work.

3.27 **Furnish and Install Storm Drain Pipe. Bid Items No. 31 and 32**

A. METHOD OF MEASUREMENT. Furnish and Install Storm Drain Pipe, of the respective pipe diameter and type, shall be measured by the lineal foot. Pipe lengths shall be as measured from the interior face of each box or manhole to the interior face of the adjacent structure, or end of pipe, as shown.

B. BASIS OF PAYMENT. Payment for Furnish and Install Storm Drain Pipe shall be paid for at the contract unit bid price, for the respective pipe diameter and type, and shall be considered complete compensation for all labor, equipment, and materials, including but not limited to: sawcutting, excavation and off-site disposal of excavated materials; dewatering, shoring (including use of trench boxes as required); furnish and installation of the new storm drain pipe, fittings, and connections; connection to the existing storm drain pipe (where required); furnish and installation of import A-1a bedding and trench backfill material; watering, compaction, cleaning, air and materials testing, video; and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by their respective bid items.

This Bid Item also includes all costs required to connect the new storm drain pipe to existing storm drain boxes and manholes.

3.28 **Furnish and Install Storm Drain Inlet Boxes. Bid Items No. 33, 34 and 35**

A. METHOD OF MEASUREMENT. Furnish and Install Storm Drain Inlet Boxes shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install Storm Drain Inlet Boxes will be made at the contract unit bid price for the respective type, and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, excavation and off-site disposal of excavated materials, shoring, dewatering; furnish and installation of base materials, storm drain inlet boxes, frame, cover and grate; furnish and installation of import A-1a backfill materials, concrete, watering, compaction, grading, finishing, materials testing; and all other operations, incidentals and costs required. The cost of surface improvement removal and replacement will be paid by their respective bid items.

3.29 **Furnish and Install 5' Diameter Storm Drain Manhole. Bid Item No. 36**

A. METHOD OF MEASUREMENT. Furnish and Install 5' Diameter Storm Drain Manhole shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install 5' Diameter Storm Drain Manhole will be made at the contract unit bid price and shall be considered complete

RETURN WITH BID DOCUMENTS

compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, excavation and off-site disposal of excavated materials, shoring, dewatering; furnish and installation of base materials, storm drain manhole, manhole ring, and cover; furnish and installation of import A-1a backfill materials, watering, compaction, grading, materials testing; and all other operations, incidentals and costs required. The cost of surface improvement removal and replacement will be paid by their respective bid items.

3.30 **Furnish and Install Parking Lot Single Inlet Box and Concrete Basin, Complete. Bid Item No. 37**

A. METHOD OF MEASUREMENT. Furnish and Install Parking Lot Single Inlet Box and Concrete Basin, Complete, shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install Parking Lot Single Inlet Box and Concrete Basin, Complete, will be made at the contract lump sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to sawcutting, excavation and off-site disposal of excavated materials to a depth sufficient to allow installation of the new box and concrete drainage basin, shoring, dewatering; furnish and installation of the gravel base, storm drain inlet box, frame and grate and the connecting pipe to the adjacent storm drain inlet box in Stagg Street; furnish and installation of import A-1a backfill materials, base and concrete basin; watering, compaction, grading, forming, finishing, protection, curing, materials testing; and all other operations, incidentals and costs required to complete this portion of the work.

This bid item includes pavement and base demolition and full surface restoration as shown in the bid documents. There will be no separate payment for asphalt or concrete removal and replacement. The area to be removed and replaced will be field marked and verified with the OWNER prior to commencement of the Work.

3.31 **Furnish and Install 12" Trench Drain and Concrete Trough at the South End of the East Parking Lot, Complete. Bid Item No. 38**

A. METHOD OF MEASUREMENT. Furnish and Install 12" Trench Drain and Concrete Trough at the South End of the East Parking Lot, Complete, shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install 12" Trench Drain and Concrete Trough at the South End of the East Parking Lot, Complete, will be made at the contract lump sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, excavation and off-site disposal of the excavated materials to the minimum depth required to install the new trench drain system; excavation and offsite disposal of the existing storm drain box at the south end of the new trench drain system; furnish and install cap on the existing outlet pipe to the west; furnish and installation of base course and gravel materials, forms, concrete, rebar reinforcement, angle iron and anchors, and the 12" metal grate; furnish and installation of the catch basin box, pipe and grate; watering, compaction, grading, forming, finishing, protection, curing, materials testing; and all other operations, incidentals and costs required to complete this portion of the work.

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This bid item includes demolition, installation of the new drain and grate system, and full surface restoration of the 8-foot width as shown in the bid documents. There will be no separate payment for concrete removal and replacement within this 8-foot width. Additional concrete removal / replacement beyond the 8-foot overall width of the trench drain concrete apron shall be paid by the respective unit bid items.

3.32 **Furnish and Install 8-inch Diameter Sanitary Sewer Main. Bid Item No. 39**

A. METHOD OF MEASUREMENT. Furnish and Install 8-inch Diameter Sanitary Sewer Main shall be measured by the lineal foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 8-inch Diameter Sanitary Sewer Main shall be paid for at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials, including but not limited to: sawcutting, excavation and off-site disposal of excavated materials; dewatering, shoring (including use of trench boxes as required); furnish and installation of the new sewer pipe, fittings, and connections; furnish and installation of import bedding and A1-a backfill material; watering, compaction, cleaning, air and materials testing, video, and all other operations, incidentals and costs required to complete this portion of the work. Pipe lengths shall be as measured from the interior face of each box or manhole to the interior face of the adjacent structure. The cost of surface improvement removal and replacement will be paid by their respective bid items.

3.33 **Furnish and Install New Sewer Manhole. Bid Items No. 40 and 41**

A. METHOD OF MEASUREMENT. Furnish and Install New Sewer Manhole shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install New Sewer Manholes will be made at the contract unit bid price, for the respective manhole sizes, as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, excavation and off-site disposal of excavated materials, shoring, dewatering; furnish and installation of base materials, the sewer manhole, manhole ring and cover; grouting; furnish and installation of import A1-a backfill materials; watering, compaction, grading, materials testing; and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by their respective bid items.

3.34 **Furnish and Install 5' Diameter Sewer Drop Manhole. Bid Item No. 42**

A. METHOD OF MEASUREMENT. Furnish and Install 5' Diameter Sewer Drop Manhole, shall not be measured.

RETURN WITH BID DOCUMENTS

B. BASIS OF PAYMENT. Payment for Furnish and Install 5' Diameter Sewer Drop Manhole will be made at the contract unit bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, excavation and off-site disposal of excavated materials, shoring, dewatering; furnish and installation of base materials, the sewer manhole and all drop manhole components, manhole ring and cover, grouting; furnish and installation of import A1-a backfill materials; watering, compaction, grading, materials testing, and all other operations, incidentals and costs required to complete this portion of the work . The cost of surface improvement removal and replacement will be paid by their respective bid items.

3.35 **Furnish and Install Sewer Lateral. Bid Items No. 43 and 44**

A. METHOD OF MEASUREMENT. Furnish and Install Sewer Lateral shall be measured by the lineal foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install Sewer Lateral shall be paid for at the contract unit bid price, for the respective size shown, and shall be considered complete compensation for all labor, equipment, and materials, including but not limited to: sawcutting, excavation and off-site disposal of excavated materials; dewatering, shoring (including use of trench boxes as required); furnish and installation of the new sewer pipe, fittings, and connections; furnish and installation of import bedding and A1-a backfill material; watering, compaction, cleaning, air and materials testing, and all other operations, incidentals and costs required to complete this portion of the work. The cost of surface improvement removal and replacement will be paid by their respective bid items.

3.36 **Furnish and Install Curb & Gutter and Base. Bid Items No. 45, 46 and 47.**

A. METHOD OF MEASUREMENT. Furnish and Install Curb & Gutter and Base shall be measured by the linear foot, and shall include the modified curb and gutter required across the front of all drive approaches.

B. BASIS OF PAYMENT. Payment for Furnish and Install Curb & Gutter and Base will be made at the contract unit bid price, for the respective types listed, and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: furnish and installation of new base and concrete materials; watering, compaction, grading, forming, finishing, curing, materials testing; restoration of irrigation and landscape, and all other operations, incidentals and costs required to complete this portion of the work.

3.37 **Furnish and Install New Concrete Sidewalk and Base. Bid Items No. 48, 50 and 57**

A. METHOD OF MEASUREMENT. Payment for Furnish and Install New Concrete Sidewalk and Base shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install New Concrete Sidewalk and Base will be made at the contract unit bid price, for the respective thickness and types

RETURN WITH BID DOCUMENTS

listed, and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: removal and off-site disposal of excavated materials to the bottom elevation of the new base; furnish and installation of new base and concrete materials; watering, compaction, grading, forming, finishing, protection, curing, materials testing; restoration of irrigation and landscape, and all other operations, incidentals and costs required to complete this portion of the work.

Payment shall also include the costs for adjusting to final grade all existing utilities and vaults that remain within the new sidewalk.

3.38 **Furnish and Install 4" Thick Stamped / Colored Sidewalk and Base on Main Street. Bid Item No. 49**

A. METHOD OF MEASUREMENT. Payment for Furnish and Install 4" Thick Stamped / Colored Sidewalk and Base shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 4" Thick Stamped / Colored Sidewalk and Base will be made at the contract unit bid price, and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to removal and off-site disposal of excavated materials to the bottom elevation of the new base; furnish and installation of new base and colored concrete materials; watering, compaction, grading, forming, stamping, finishing, protection, curing, materials testing; restoration of irrigation and landscape, and all other operations, incidentals and costs required to complete this portion of the work.

3.39 **Furnish and Install 8" Thick Concrete Waterway and Base. Bid Item No. 51**

A. METHOD OF MEASUREMENT. Payment for Furnish and Install 8" Thick Concrete Waterway and Base shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 8" Thick Concrete Waterway and Base will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: removal and off-site disposal of excavated materials to the bottom of the new base grade; furnish and installation of new road base, rebar and concrete materials; watering, compaction, grading, forming, finishing, protection, curing, materials testing, and all other operations, incidentals and costs required to complete this portion of the work.

3.40 **Furnish, Installation and Restoration of the Median in Holden Street for the Depot Street Utility Crossings. Bid Item No. 52**

A. METHOD OF MEASUREMENT. Payment for Furnish, Installation and Restoration of Median in Holden Street, for the Depot Street Utility Crossings shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish, Installation and Restoration of Median in Holden Street, for the Depot Street Utility Crossings, will be made at the contract lump

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sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: furnish and installation of new base materials, forms, rebar, concrete curb and gutter; watering, compaction, grading, finishing, protection, curing; furnish and installation of new base materials and asphalt for the center portion of the median; materials testing, and all other operations, incidentals and costs required to complete this portion of the work. The cost of asphalt removal / replacement beyond the limits of the curb and gutter of the median shall be paid under the respective bid item.

3.41 **Furnish and Install New 3" Asphalt Pavement and 8" Base. Bid Item No. 53**

A. METHOD OF MEASUREMENT. Furnish and Install New 3" Asphalt Pavement and 8" Base shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install New 3" Asphalt Pavement and 8" Base will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: furnish and installation of roadbase, new tack coat and asphalt materials; compaction, materials testing, and all other operations, incidentals and costs required to complete this portion of the work.

3.42 **Furnish and Install New 4" Stamped / Colored Asphalt Pavement and 8" Base on Main Street. Bid Item No. 54**

A. METHOD OF MEASUREMENT. Furnish and Install New 4" Stamped / Colored Asphalt Pavement and 8" Base on Main Street shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install New 4" Stamped / Colored Asphalt Pavement and 8" Base on Main Street will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: furnish and installation of roadbase, new tack coat and colored asphalt materials; compaction, stamping, materials testing, and all other operations, incidentals and costs required to complete this portion of the work.

3.43 **Furnish and Install 4" Asphalt Pavement Repair and 8" Base. Bid Item No. 55**

A. METHOD OF MEASUREMENT. Furnish and Install 4" Asphalt Pavement Repair and 8" Base shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 4" Asphalt Pavement Repair and 8" Base will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: furnish and installation of roadbase, new tack coat and asphalt materials; compaction, materials testing, and all other operations, incidentals and costs required to complete this portion of the work.

RETURN WITH BID DOCUMENTS

3.44 **Furnish and Install New 3" Asphalt and 6" Base (Private Drives). Bid Item No. 56**

A. METHOD OF MEASUREMENT. Furnish and Install New 3" Asphalt and 6" Base (Private Drives) shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install New 3" Asphalt and 6" Base (Private Drives) will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: furnish and installation of roadbase, new tack coat and asphalt materials; compaction, materials testing, and all other operations, incidentals and costs required to complete this portion of the work.

3.45 **Furnish and Install ADA Tactile Pads for Corner Ramps. Bid Item No. 58**

A. METHOD OF MEASUREMENT. Payment for Furnish and Install ADA Tactile Pads for Corner Ramps shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install New ADA Tactile Pads for Corner Ramps will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to furnish and installation of the ADA tactile pads within the new sidewalk corner ramps; and all other operations, incidentals and costs required to complete this portion of the work. The cost of sidewalk removal and replacement will be paid by its respective bid items.

3.46 **Adjust and Collar Storm Drain Manhole. Bid Item No. 59**

A. METHOD OF MEASUREMENT. Adjust and Collar Storm Drain Manhole shall not be measured.

B. BASIS OF PAYMENT. Payment for Adjust and Collar Storm Drain Manholes will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: removal and off-site disposal of bituminous surface course and base materials; furnish and installation of fiber reinforced concrete materials; watering, compaction, grading, forming, finishing, protection, curing, materials testing, and all other operations, incidentals and costs required to complete this portion of the work.

3.47 **Adjust and Collar Sewer Manhole. Bid Item No. 60**

A. METHOD OF MEASUREMENT. Adjust and Collar Sewer Manhole shall not be measured.

B. BASIS OF PAYMENT. Payment for Adjust and Collar Sewer Manhole will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but

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not limited to: removal and off-site disposal of bituminous surface course and base materials; furnish and installation of fiber reinforced concrete materials; watering, compaction, grading, forming, finishing, protection, curing, materials testing, and all other operations, incidentals and costs required to complete this portion of the work.

3.48 **Adjust and Collar Water Valves and Monuments. Bid Item No. 61**

A. METHOD OF MEASUREMENT. Adjust and Collar Water Valves and Monuments shall not be measured.

B. BASIS OF PAYMENT. Payment for Adjust and Collar Water Valves and Monuments will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: removal and off-site disposal of bituminous surface course and base materials; furnish and installation of fiber reinforced concrete materials; watering, compaction, grading, forming, finishing, protection, curing, materials testing, and all other operations, incidentals and costs required to complete this portion of the work.

3.49 **Furnish and Install Sign. Bid Items No. 62, 63, 64, 65, 66 and 67**

A. METHOD OF MEASUREMENT. Furnish and Install Signs shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install Signs, will be made at the contract unit bid price, for the respective type of sign as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, materials; and all other incidentals and costs as required to complete this portion of the work.

3.50 **Furnish and Install Pavement Striping (Public and Private) . Bid Item No. 68**

A. METHOD OF MEASUREMENT. Furnish and Install Pavement Striping (Public and Private) shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install Pavement Striping (Public and Private), will be made at the contract lump sum bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, materials; and all other incidentals and costs as required to complete this portion of the work.

3.51 **Furnish and Install 6-foot Chain Link Fence and Reinstall Sliding Gates. Bid Items No. 69**

A. METHOD OF MEASUREMENT. Furnish and Install 6-foot Chain Link Fence and Reinstall Sliding Gates shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install 6-foot Chain Link Fence and Reinstall Sliding Gates, will be made at the contract lump sum bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor,

RETURN WITH BID DOCUMENTS

equipment, and materials including but not limited to: furnish and installation of new fence posts, concrete foundations, removal and reinstallation of both salvaged sliding / rolling gates, wire fabric, and all other operations, incidentals and costs required to complete this item.

3.52 **Furnish and Install 3" Cobble, 6" Thick, with Landscape Fabric in Park Strips. Bid Item No. 70**

A. METHOD OF MEASUREMENT. Furnish and Install 3" Cobble, 6" Thick, with Landscape Fabric in Park Strips shall be measured by the linear foot along the roadway.

B. BASIS OF PAYMENT. Payment for Furnish and Install 3" Cobble, 6" Thick, with Landscape Fabric in Park Strips will be made at the contract unit bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, materials; and all other incidentals and costs as required to complete this portion of the work.

3.53 **Landscape and Irrigation System Restoration. Bid Item No. 71**

A. METHOD OF MEASUREMENT. Landscape and Irrigation System Restoration shall not be measured.

B. BASIS OF PAYMENT. Payment for Landscape and Irrigation System Restoration will be made at the contract lump sum bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, materials; and all other incidentals and costs as required to complete this portion of the work.

3.54 **Removal of Additional Thickness of Existing Asphalt Pavement. Additive Alternate Items No. A1 and A2.**

A. METHOD OF MEASUREMENT. Additional thickness pavement removal shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for additional pavement thickness will be made at the additional unit cost per square foot of asphalt pavement removed. Existing asphalt pavement thickness found to exceed 4" up to 6" in thickness shall be paid the base unit cost of Bid Item 9, plus the additional unit cost per square foot of A1. Existing pavement thickness greater than 6" shall be paid the base unit cost of Bid Item 9, plus the additional unit costs of A1 and A2, and shall be considered complete compensation for all labor, equipment, materials; and all other incidentals and costs as required to complete this portion of the work.

RETURN WITH BID DOCUMENTS

3.55 **Bidder's Subscription**

The BIDDER acknowledges that:

A. The OWNER may elect to increase or decrease the estimated quantities of the base bid items indicated in the above table to reflect actual conditions encountered during pot holing of mainline utilities, installation of improvements, and based upon available budget; and,

B. Items noted as "As Approved by Engineer" are optional and will be awarded at the discretion of the ENGINEER and OWNER; and,

C. Unit quantities are estimates and will be field verified.

A. Date: June 26, 2025

B. Bidder's Signature: Traci Beck

C. Please print Bidder's name here: Traci Beck

D. Title: Estimator

END OF DOCUMENT

RETURN WITH BID DOCUMENTS

DOCUMENT 00 42 00

CONTRACTOR'S QUALIFICATION AND EXPERIENCE AFFIDAVIT

The Bidder shall furnish the following information. Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

A. Contractor's Contact Information:

Name: Beck Construction & Excavation, inc

Address: 10432 S. 1055 W. South Jordan, UT 84095

Telephone Number: 801-870-7922

Email Address: Corson@beckconstruct.com

B. Contractor's Representative: Corson Bastian

C. Contractor's License: Primary Classification B100, E100

State License No. 8659846-5501

Supplemental Classifications held, if any. _____

D. Number of years as a contractor in Construction Work of this type: 12

E. Names and titles of Principal Officers of Contractor's Firm:

Name	Title
Garen Beck	President

F. Name of person who inspected site of proposed work for your firm:

Name: Corson Bastian Date of Inspection: 6/17/25

RETURN WITH BID DOCUMENTS

G. Name, address, and telephone number of surety company and agent who will provide the required bonds on this Contract:

The Buckner Company Mike Osborne
6550 S. Millrock Dr, Ste 300, SLC, UT 84141

H. A certified copy of financial statement prepared during current fiscal year as prepared for bank or bonding company will not be required with submission of the Bid but may be required by the OWNER of the apparent successful bidder prior to award as part of the evaluation and review process.

I. List of current jobs now under construction (use additional sheets if necessary):

Client Reference	Telephone Number	Dollar Amount	Type of Job
SANDY CITY	801-568-7297	$3.7 MILLION	ROAD & UTIL IMPROV.
GREATER SL MUNK.	385-584-7481	$370,000	BRIDGE RECONSTRUCT

J. List similar projects (regardless of size) completed within the last five years (use additional sheets if necessary):

Client Reference	Telephone Number	Dollar Amount	Type of Job

PLEASE SEE ATTACHED

RETURN WITH BID DOCUMENTS

K. Have you ever failed to complete any work awarded to you? If so, when, where and why?

NO

L. List your major equipment available for this Contract (use additional sheets if necessary):

HITACHI - 210, KOBELCO - 350/140, 6 DUMP TRUCKS 2 TRANSPORTS, WATER TRUCK, SWEEPER SKID STEER

Contractor's Signature

- END OF DOCUMENT -

RETURN WITH BID DOCUMENTS

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DOCUMENT 00 43 00

LIST OF SUBCONTRACTORS

The Bidder shall list below the name and business address of each Subcontractor, Supplier, person, or organization who will perform Work under this Contract in excess of five percent (5%) of the total Bid price and shall also list the portion of the Work which will be done by such Subcontractor. After the opening of Bids, no changes or substitutions will be allowed without the written approval of the Owner. NOTE: Attach additional sheets if required.

WORK TO BE PERFORMED	SUBCONTRACTOR'S NAME AND ADDRESS
1. ASPHALT	GENEVA ROCK
2. STRIPING	PECK STRIPING INC
3. FENCE	CUSTOM FENCE
4.	
5.	
6.	

- END OF DOCUMENT -

RETURN WITH BID DOCUMENTS

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DOCUMENT 00 43 37

WORK UNDER CONTRACT REPORT

PART 1 GENERAL

1.1 BIDDER

A. Name: Beck Construction

B. Address: 10432 S. 1055 W. South Jordan, UT 84095

C. Telephone number: 801-870-7922

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

2025 Roadway and Utility Improvement Project

PART 2 REPORT

2.1 STATUS OF WORK UNDER CONTRACT

A. The completion and submission to OWNER of the following information by Bidder is required within 7 calendar days after ENGINEER's request. OWNER may declare Bidder non-responsive if this report is not submitted on time.

B. The successful Bidder is required to notify OWNER in writing of any new contracts awarded before the execution of the Construction Contract.

RETURN WITH BID DOCUMENTS

Status of Work Under Contract:

Project Name: 2024 UTILITY PROJECT
Client: SANDY CITY
Description: UTILITY UPGRADES
Contact Name: MASON CLARK
Contact Phone: 801 568-7297
Contact Email: MCLARK@SANDY.UTAH.GOV

Project Name:
Client:
Description:
Contact Name:
Contact Phone:
Contact Email:

Project Name:
Client:
Description:
Contact Name:
Contact Phone:
Contact Email:

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Project Name:
Client:
Description:
Contact Name:
Contact Phone:
Contact Email:

Project Name:
Client:
Description:
Contact Name:
Contact Phone:
Contact Email:

RETURN WITH BID DOCUMENTS

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. Bidder executes this status report and declares it to be a supplement to the Bid and in effect as of June 26, 2025.

3.2 BIDDER'S SUBSCRIPTION

A. Bidder's Signature: _____

B. Please print Bidder's name here: Corson Bastian

C. Title: Estimator

END OF DOCUMENT

RETURN WITH BID DOCUMENTS

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DOCUMENT 00 43 38

BIDDER STATUS REPORT

PART 1 GENERAL

1.1 BIDDER

A. Name: Beck Construction & Excavation, Inc

B. Address: 10432 S. 1055 W. South Jordan, UT 84095

C. Telephone number: 801-870-7922

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

2025 ROADWAY AND UTILITY IMPROVEMENT PROJECT

PART 2 REPORT

2.1 BIDDER STATUS REPORT

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

1. Number of employees: 28

2. Bidder's firm is: (check the following as applicable)
   [X] Independently owned and operated.
   [___] An affiliate of*
   [___] A subsidiary of*
   [___] A division of*
   [X] A business with gross revenue in excess of $10,000,000
   [___] A business with gross revenue below $_____

   * PARENT COMPANY:
   Name: _____

   Address: _____

   _____

   Telephone Number: _____

   Facsimile Number: _____

RETURN WITH BID DOCUMENTS

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. Bidder executes this status report and declares it to be a supplement to the Bid and in effect as of June 26, 2025.

3.2 BIDDER'S SUBSCRIPTION

A. Bidder's Signature: _____

B. Please print Bidder's name here: Corson Bastian

C. Title: Estimator

END OF DOCUMENT

RETURN WITH BID DOCUMENTS

DOCUMENT 00 45 37

STATUS VERIFICATION SYSTEM AFFIDAVIT

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: Beck Construction & Excavation, Inc.

B. Address: 10432 S. 1055 W. South Jordan, UT 84095

C. Telephone number: 801-870-7922

D. Email address: Corson@beckconstruct.com

1.2 OWNER

A. The name of the OWNER is Midvale City.

1.3 CONSTRUCTION CONTRACT

A. The Construction Contract is known as:

MIDVALE CITY 2025 ROADWAY AND UTILITY IMPROVEMENT PROJECT

PART 2 REQUIREMENTS

2.1 REGISTRATION AND PARTICIPATION

A. CONTRACTOR has completed a status verification system registration process and is in compliance with the requirements of Utah Code Section 63G-12-101, et seq.

B. CONTRACTOR will supply their Company Information page from the status verification system's website (screen shot of enrollment or company information page). The Company Information page shall be submitted in conjunction with this Document 00 45 37 – Status Verification System Affidavit.

C. CONTRACTOR will require similar affidavits of registration and participation, as well as Company Information pages from a status verification system website, for any Subcontractor, person, or organization who works under the terms of these Contract Documents.

RETURN WITH BID DOCUMENTS

PART 3 EXECUTION

3.1 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. CONTRACTOR's signature: _____

B. CONTRACTOR's Status Verification System ID Number: 696675

C. Please print name here: Corson Bastian

D. Title: Estimator

E. CONTRACTOR's Utah license number: 8659846-5501

Acknowledgment

State of: Utah)
) ss
County of: Salt Lake)

The foregoing instrument was acknowledged before me this June 26, 2025
by Corson Bastian, Estimator
(person acknowledging and title or representative capacity, if any).

Heather Stewart
Notary's signature

South Jordan
Residing at

April 12, 2028
My commission expires:

HEATHER STEWART
NOTARY PUBLIC- STATE OF UTAH
COMMISSION # 736604
Comm. Expires: 04-12-2028

Notary's seal

END OF DOCUMENT

RETURN WITH BID DOCUMENTS

Document 00 45 38

UTAH RETIREMENT SYSTEMS
POST-EMPLOYMENT/POST-RETIREMENT RESTRICTIONS ACT
CERTIFICATION & RELEASE

Midvale City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Midvale City . **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Midvale City.**

CHECK APPLICABLE BOX:

☐ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future..

☑ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future...

☐ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/ penalties that may occur at any time in the future if found to be in violation. URS Retirees: Name: _____ Social Security Number: _____ Name: _____ Social Security Number: _____

[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Midvale City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/ vendor/contractor rules.

_____ 6/26/2025

Contractor's Signature Date

RETURN WITH BID DOCUMENTS

10432 South 1055 West
PO Box 95026
South Jordan, UT 84095
Phone: (801) 870–7922
Fax: (801) 606-7273

Prequalification Documents for Construction of the *2025 Roadway and Utility Improvements Project*

Midvale City
7505 Holden St,
Midvale, UT 84047

B. Past Experience

Project 1: *JVWCD 3300 South Pipeline Project – Phase 2*

Owner: Jordan Valley Water Conservancy District
Location: 3300 South, Salt Lake City (500 West to State Street)
Completed: April 2023 – July 2024
Contract Value: $6,556,483.34
Role: Prime Contractor

Scope Highlights:

- Replaced over 4,700 LF of 8" cast iron waterline (originally installed in 1956) with new 12-inch ductile iron and HDPE water mains, using a combination of:
    - Open cut trenching
    - Horizontal directional drilling (HDD)
    - Slip lining
- Installed new:
    - Residential and commercial service laterals
    - Fire hydrants and valves
    - Fire line vaults, meter boxes, and setters
- Coordinated extensive surface improvements, including restoration of roadway, sidewalk, and curb/gutter per UDOT standards.

Challenges & Solutions:

- Nightwork Execution: All primary installations were conducted during overnight hours to minimize traffic impacts on this UDOT corridor.
- UTA & UDOT Coordination: Work occurred directly adjacent to active UTA light rail tracks and high-volume State Street, requiring stringent MOT and agency clearances.
- Business Access: Maintained continuous access to multiple businesses with staged trenching, steel plating, and phased tie-ins.

- Public Interface: Crews coordinated with property managers, businesses, and transit authorities daily to minimize service interruptions.

Relevance to Midvale 2025:

- Demonstrates Beck's capacity to self-perform complex utility work in urban arterial corridors.
- Highlights our proactive agency coordination and after-hours flexibility to meet traffic and public safety demands.

Reference:
Kevin Rubow, P.M.
Jordan Valley Water Conservancy District
(801) 565-4300

Project 2: *State Street–North Temple Reconnect Project*

Owner: Salt Lake City Department of Public Utilities
Location: State Street to North Temple, Salt Lake City
Completed:
Contract Value: $2,338,294.90
Role: Prime Contractor

Scope Highlights:

- Replaced aging waterlines and rehabilitated sanitary sewer segments through Salt Lake's core civic corridor.
- Installed new 12" ductile iron waterlines along State Street and North Temple.
- Upgraded and tied into multiple intersecting mains, service lines, fire hydrants, and valves.
- Completed sewer rehabilitation using CIPP relining and open trench repair, focusing on Hillside Avenue, 200 North, and State Street corridors.
- Executed full-depth roadway restoration, ADA ramp improvements, and utility adjustments per city and UDOT standards.

Challenges & Solutions:

- Tight Urban Corridor: Navigated constrained rights-of-way in an active downtown setting near the Utah State Capitol and multiple government buildings.

- Agency & Utility Coordination: Interfaced with UDOT, Salt Lake City, and utility providers to execute waterline cut-ins and bypass pumping without disrupting key intersections.
- Maintained Traffic & Access: Phased work with detours and steel plate crossings to maintain pedestrian and vehicular access, including along State Street, which serves as a primary downtown artery.
- Sensitive Infrastructure: Integrated new utilities while protecting existing storm drains, telecommunication lines, and historic brick sewers.

Relevance to Midvale 2025:

- This project shares many parallels with the Midvale work: high-visibility corridors, aging cast iron pipe and surface restoration in mixed-use zones.
- Demonstrated Beck's ability to self-perform critical utility installations while preserving public access and complying with overlapping agency standards.

Reference:
Dimond Zollinger, P.E.
Salt Lake City Public Utilities
(801) 483-6766

Project 3: *2021 Overlay ADA Ramps*

Owner: West Jordan City
Location: Multiple city streets, West Jordan, UT
Completed: June – October 2021
Contract Value: $591,118.40
Role: Prime Contractor

Scope Highlights:

- Demolition and reconstruction of approximately 80 ADA pedestrian ramps throughout West Jordan City.
- Work included:
    - Removal and replacement of concrete curb & gutter, sidewalk panels, and pedestrian ramps.
    - Asphalt tie-ins and grading to ensure smooth transition and ADA compliance.
- Ramps were constructed to match West Jordan City's standard details (Ramp Types A–D) with correct slopes, tactile warning surfaces, and cross-slope compliance.

- Restoration of impacted landscaping and striping per city standards.

Challenges & Solutions:

- **Widespread Coordination:** The ramps were spread across multiple subdivisions, school zones, and arterial streets. Close coordination with city inspectors, residents, and utility locators was required on a rolling basis.
- **Tight Overlay Timeline:** Work had to precede scheduled mill and overlay operations by the city. Our team maintained rolling crews and quick turnaround on ramp pours to meet deadlines.
- **Access & Safety:** All construction was performed with full pedestrian access maintained via staged removals, cones, and temporary ramps. Daily MOT updates were provided to the City.

Relevance to Midvale 2025:

- Demonstrates our team's field-proven ADA ramp construction experience, including working within tight tolerances, active neighborhoods, and in close coordination with municipal engineering teams.
- Highlights our ability to self-perform concrete work and coordinate curb-to-asphalt transitions—both critical to the final phase of Midvale's surface restoration effort.

Reference:
David Cottle, P.E.
West Jordan City
(801) 569-5089
david.cottle@westjordan.utah.gov

Project 4: *2019 Sewer Rehabilitation Project*

Owner: Midvale City
Location: Various neighborhoods throughout Midvale, UT
Completed: September 2019 – May 2020
Contract Value: $763,445.50
Role: Prime Contractor

Scope Highlights:

- Rehabilitated over 6,000 linear feet of sanitary sewer mainline using a combination of open cut and trenchless technologies.
- Scope included:
    - 1,600 LF of 8" and 10" SDR 35 PVC pipe replacement.

- 4,550 LF of 8" cured-in-place pipe (CIPP) lining to extend the life of aging clay and concrete mains.
- Reconnection of existing service laterals.
- Replacement of multiple manholes, frames, and covers.
- Installation of various fittings, drop connections, and appurtenances.

Challenges & Solutions:

- **Tight Residential Corridors:** Work was spread across small streets like Grant, Fern, and Locust—requiring close coordination with residents and staged construction.
- **Multiple Work Zones:** Crews operated concurrently across the city to meet the aggressive project timeline prior to spring runoff season.
- **I-15 Proximity Constraints:** Portions of the project bordered I-15, requiring strict MOT and utility clearance coordination.

Relevance to Midvale 2025:

- Demonstrates Beck's experience performing both open cut and trenchless sewer rehabilitation in Midvale's infrastructure grid.
- Highlights familiarity with local utility maps, soil conditions, and inspection standards required by Midvale City and their consultant, BC&A.

Reference:
Brian Romrell, P.E.
Bowen, Collins & Associates
(801) 495-2224

Project 5: *2019 Midvale Storm Drain Project*

Owner: Midvale City
Location: Midvale, Utah (700 W area near 7900 S)
Completed: Summer 2019
Contract Value: $176,318.26
Role: Prime Contractor

Scope Highlights:

- Installed approximately 700 linear feet of storm drain including:
  - Reinforced concrete pipe (RCP) and ADS pipe of various diameters
  - Associated structures such as catch basins, manholes, cleanout boxes, and roof drain connections

- Pipe alignments were coordinated within existing rights-of-way, with construction along Cottonwood Street, 700 W, and adjacent residential zones.
- Restoration included surface patching, concrete collars, and tie-ins with existing storm infrastructure.

Challenges & Solutions:

- **Tight Residential Working Conditions:** Construction took place in active residential streets with narrow easements and adjacent driveways. Beck coordinated daily with residents to maintain access.
- **Shallow Utilities:** Avoided conflicts with existing shallow utilities and legacy drainage structures through daylighting and modified trench profiles.
- **Roof Drain and Ditch Integration:** Portions of the new pipe were installed through existing concrete ditches and roof drain tie-ins, requiring special bedding and connection details.

Relevance to Midvale 2025:

- Demonstrates Beck's experience with RCP/ADS storm systems in Midvale's municipal grid, and our ability to construct within the constraints of mature neighborhoods.
- Validates our longstanding relationship with Midvale City and proven success working under their QA/QC protocols and local design standards.

Reference:
Keith Ludwig
Public Works Director, Midvale City
(801) 856-2574
ludwigk@midvale.com

Brian Romrell – Engineer, Bowen Collins & Associates
(801) 828-8492
bromrell@bowencollins.com

- End of Past Experience -

C. Approach to Project

Detailed Preconstruction Schedule

Project Name: Midvale 2025 Roadway & Utility Improvement Project
Prepared For: Midvale City | Paul Hansen Associates
Baseline Duration: ~42 weeks (June 2025 – April 2026)

Utility Phasing & Construction Sequencing

We propose a phased approach that prioritizes **early utility installation** in critical areas while minimizing disruption to public access. Our phasing plan is designed around:

Phase 1: Depot, North Stagg, and Smelter Streets (July – Sept 2025)

This phase targets the September 24, 2025 milestone to support occupancy of the West Main Apartments. It includes full utility and surface reconstruction in Depot Street, the north half of Stagg Street, and the east half of Smelter Street.

Key elements:

- **Utility Installation:**
    - Simultaneous installation of storm drain, waterline, and sanitary sewer infrastructure (including service laterals, manholes, valves, and inlets).
    - Coordination with survey and testing teams to streamline pipe verification, thrust blocking, and disinfection.
- **Surface Restoration:**
    - Curb, gutter, ADA ramps, and sidewalk work will follow closely behind trench backfill.
    - Asphalt paving and base installation will complete the segment before the September milestone.
- **Access & Traffic Management:**
    - Phased trenching and temporary plates will preserve access to local driveways and commercial entries.

- Staggered work zones will ensure safe pedestrian movement and signage compliance.

Phase 2: Holden Street South, Center Street & South Stagg (Late Sept – Oct 2025)

This phase begins immediately after Phase 1 is stabilized and addresses Holden Street South (including the Addendum #1 waterline extension), Center Street tie-ins, and remaining portions of Stagg Street.

Key elements:

- Waterline installation along Holden Street South (Sheet C.4.1), including fire hydrant replacements and services.
- Final storm drain and sewer extensions, including combo inlet boxes and concrete basins.
- Surface reconstruction: sidewalk, curb & gutter, asphalt base, and signage.
- Coordination of lane closures and pedestrian reroutes with the City's traffic control review team.

Phase 3: Landscape, Punch List & Closeout (Nov 2025 – Apr 2026)

Final work to be completed over winter and early spring 2026, with flexibility built in for weather-sensitive operations.

Key elements:

- Restoration of park strips with 3" cobble and irrigation systems.
- Reinstallation of salvaged sliding gates and fencing.
- Adjustments to utility collars, signage, and striping.
- Punch list walk-through and closeout documents to achieve substantial completion by April 17, 2026.

We will maintain weekly coordination with Midvale City's engineering team to validate schedule milestones, adjust sequencing as needed, and resolve utility conflicts—particularly at key tie-in points for storm drain and waterline systems. Our team includes

seasoned utility foremen and in-house traffic control specialists to ensure continuity across all phases.

Traffic Control & Access Management

Our traffic control strategy emphasizes **business access, school routes**, and **emergency coordination**. The plan includes:

- **Full-Time Traffic Control Supervisor**:
    - Dedicated to live adjustments based on field conditions.
    - Point of contact for residents, city staff, and first responders.
- **Dynamic Signage & Detour Routing**:
    - Advanced signage placed at strategic points well before detours.
    - Side street detours will be coordinated to avoid peak-hour bottlenecks.
- **Driveway & Sidewalk Coordination**:
    - No more than **one driveway per parcel** will be impacted at a time.
    - Temporary pedestrian ramps and fencing will be installed to preserve safe public access.

Schedule for Reliability & Risk Management

We fully recognize the **hard deadlines** (e.g., September 24 and October 31, 2025), and have constructed a schedule that includes:

- **Two-week lookaheads and baseline recovery plans**:
    - Reviewed weekly with Midvale City and Paul Hansen Associates.
- **Contingency resources**:
    - In-house crews available to shift between utility, concrete, and asphalt scopes as needed to meet deadlines.
- **Critical Path Method (CPM) schedule**:
    - Detailed, with clear float time built into each milestone.

- Includes delivery timelines for long-lead items like manholes, hydrants, and trench drain components.

Community & Stakeholder Coordination

We will designate a **Community Liaison Officer** to:

- Notify businesses/residents 48–72 hours in advance of access changes.
- Coordinate with West Main Apartments, USPS, schools, and garbage collection services.
- Maintain a hotline and email for public inquiries and construction updates.

Phase 0 – Preconstruction & Mobilization (June 27 – July 5, 2025)

Task	**Duration**	**Notes:** Tasks are interdependent and proceed concurrently where feasible
Notice of Award & Contract Execution	2 days	To occur by June 27, 2025 per Addendum #1
Bonds, Insurance & Precon Conference	3 days	Include Community Liaison and Traffic Control Supervisor
Submittals & Schedule Approval	3 days	Fast-track key materials: waterline, manholes, curb & gutter
Traffic Control Plan Initial Review	2 days	General plan for all zones with Main/Holden detail to follow
Survey Layout (City Provided)	2 days	McNeil Engineering staking control

Phase 1 – Critical Utility & Surface Work: Depot, North Stagg & Smelter (July 7 – Sept 24, 2025) *Must meet Sept 24 occupancy deadline for West Main Apartments*

Underground Utilities:

Task	Duration	**Notes:** Tasks are interdependent and proceed concurrently where feasible
Demolition & Potholing	5 days	Curb, gutter, asphalt, fence
Sanitary Sewer Installation	12 days	8" gravity main + drop manholes & laterals
Storm Drain Installation	12 days	15"–18" RCP + inlets & trench drain (C.15/C.16 details)
Waterline Installation (Depot, Stagg North, Smelter)	20 days	~2,000 LF of 8" DI + connections, valves, service laterals

Surface Restoration:

Task	Duration	**Notes:** Tasks are interdependent and proceed concurrently where feasible
Base Course Installation	4 days	For sidewalks & roads
Curb, Gutter & ADA Ramps	5 days	Type A/E/G + tactile pads
Asphalt Paving	3 days	3" AC + 8" base (Bid Items 53, 55)
Driveway, Sidewalk, Fencing	4 days	Commercial & private repairs

Phase 2 – Utility & Surface: South Stagg, Holden South, Center (Sept 25 – Nov 15, 2025)

Task	Duration	**Notes:** Tasks are interdependent and proceed concurrently where feasible
Holden Street South Waterline (Addendum #1 C.4.1)	6 days	475 LF + hydrant
Storm Drain & Sewer Extensions	6 days	Combo boxes & manholes
Surface Demolition & Base Prep	6 days	Additional sidewalk, curb, asphalt
Full Surface Restoration	8 days	Includes stamped asphalt, striping, signage

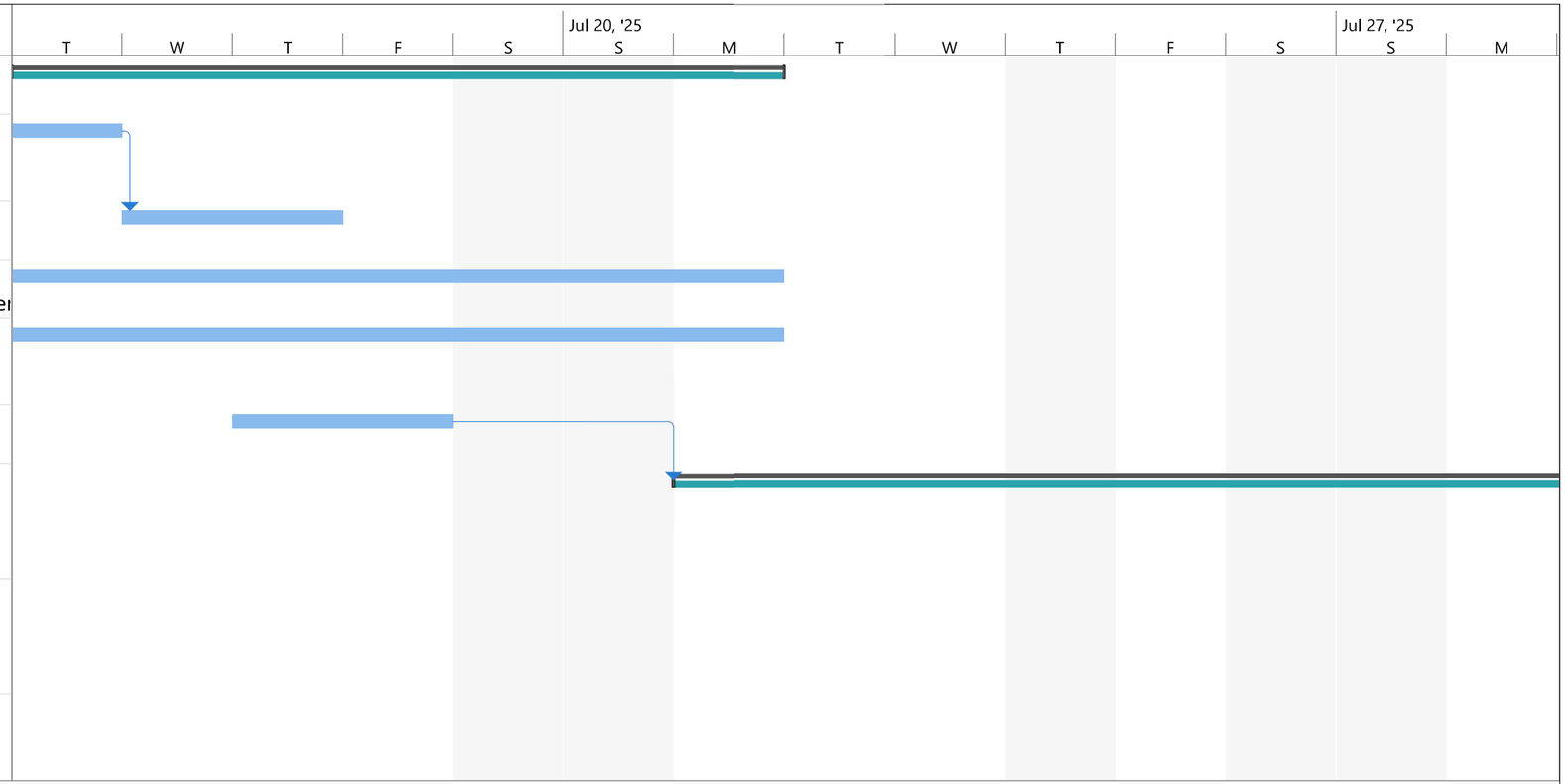
Task	Duration	**Notes:** Tasks are interdependent and proceed concurrently where feasible
Substantial Completion Target	Oct 31, 2025	Required per contract
Final Surface Corrections & Striping	5 days	Including alternate areas

Phase 3 – Remaining Punch, Landscape & Closeout (Nov 16, 2025 – Apr 17, 2026)

Task	Duration	**Notes:** Tasks are interdependent and proceed concurrently where feasible
Park Strip Cobble + Landscape	4 days	3" cobble + irrigation restoration
Fence Reinstallation + Gates	2 days	Chain link + salvaged gates
Final Adjustments & Utility Adjustments	3 days	Manhole collaring, monument resets
Punchlist Walk & Corrections	5 days	With City and Engineer
Final Completion & Payment Eligibility	Apr 17–30, 2026	Full compliance per Addendum #1

- End of Approach to Project -

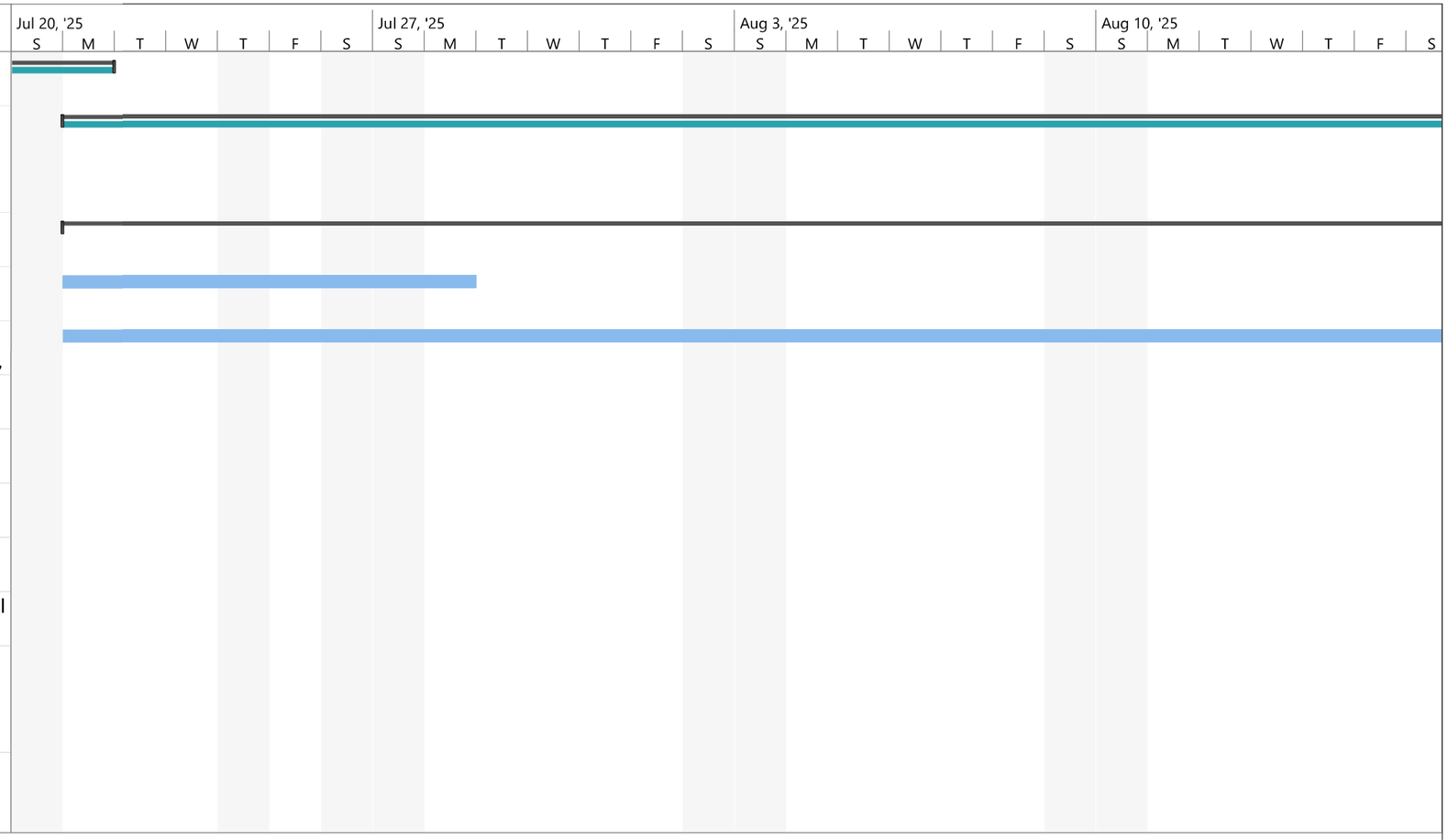
ID	Task Name	Duration	Start	Finish	Notes
1	**Preconstruction & Mobilization**	**5 days**	**Tue 7/15/25**	**Mon 7/21/25**	
2	Notice of Award & Contract Execution	1 day	Tue 7/15/25	Tue 7/15/25	Final paperwork, bonds, insurance
3	Preconstruction Conference	2 days	Wed 7/16/25	Thu 7/17/25	Include City, engineer, key subs,
4	Traffic Control Plan Approval	5 days	Tue 7/15/25	Mon 7/21/25	Initial plan for Depot/Stagg/Smelter
5	Submittals & Schedule Approval	5 days	Tue 7/15/25	Mon 7/21/25	Focus on waterline, manholes, base materials
6	Survey Layout (City Provided)	2 days	Thu 7/17/25	Fri 7/18/25	
7	**Phase 1 – Critical Utility & Surface Work: Depot, North Stagg & Smelter**	**46 days**	**Mon 7/21/25**	**Wed 9/24/25**	
16	**Phase 2 – Holden Street South, Center Street, South Stagg, and East of Main**	**37 days**	**Tue 9/30/25**	**Wed 11/19/25**	
22	**Phase 3 – Remaining Punch, Landscape & Closeout**	**6 days**	**Mon 11/10/25**	**Mon 11/17/25**	



Project: Project2
Date: Mon 7/7/25

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

ID	Task Name	Duration	Start	Finish	Notes
1	**Preconstruction & Mobilization**	**5 days**	**Tue 7/15/25**	**Mon 7/21/25**	
7	**Phase 1 – Critical Utility & Surface Work: Depot, North Stagg & Smelter**	**46 days**	**Mon 7/21/25**	**Wed 9/24/25**	
8	**Underground Utilities**	**44 days**	**Mon 7/21/25**	**Mon 9/22/25**	
9	Demolition & Potholing	5 days	Mon 7/21/25	Mon 7/28/25	
10	Waterline Installation	25 days	Mon 7/21/25	Mon 8/25/25	~2,000 LF 8" DI + connections, valves,
11	Sanitary Sewer Installation	15 days	Tue 9/2/25	Mon 9/22/25	8" PVC + manholes, laterals
12	Storm Drain Installation	10 days	Tue 8/26/25	Tue 9/9/25	15"–18" RCP + inlets, trench drain
13	**Surface Restoration**	**15 days**	**Tue 9/9/25**	**Mon 9/29/25**	
14	Base Course Installation	10 days	Tue 9/9/25	Mon 9/22/25	For sidewalks & roads
15	Curb, Gutter & ADA Ramps	10 days	Tue 9/16/25	Mon 9/29/25	Complete for critical occupancy access
16	**Phase 2 – Holden Street South, Center Street, South Stagg, and East of Main**	**37 days**	**Tue 9/30/25**	**Wed 11/19/25**	
22	**Phase 3 – Remaining Punch, Landscape & Closeout**	**6 days**	**Mon 11/10/25**	**Mon 11/17/25**	



Project: Project2
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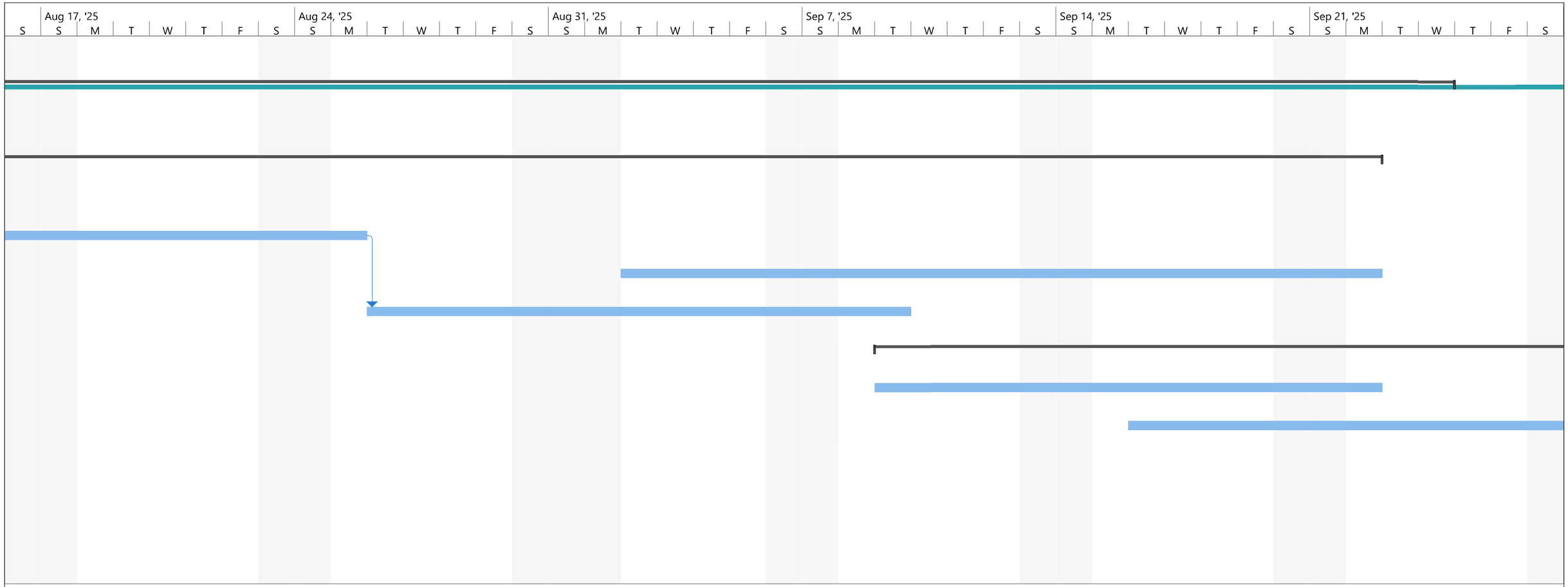

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ID	Task Name	Duration	Start	Finish	Notes
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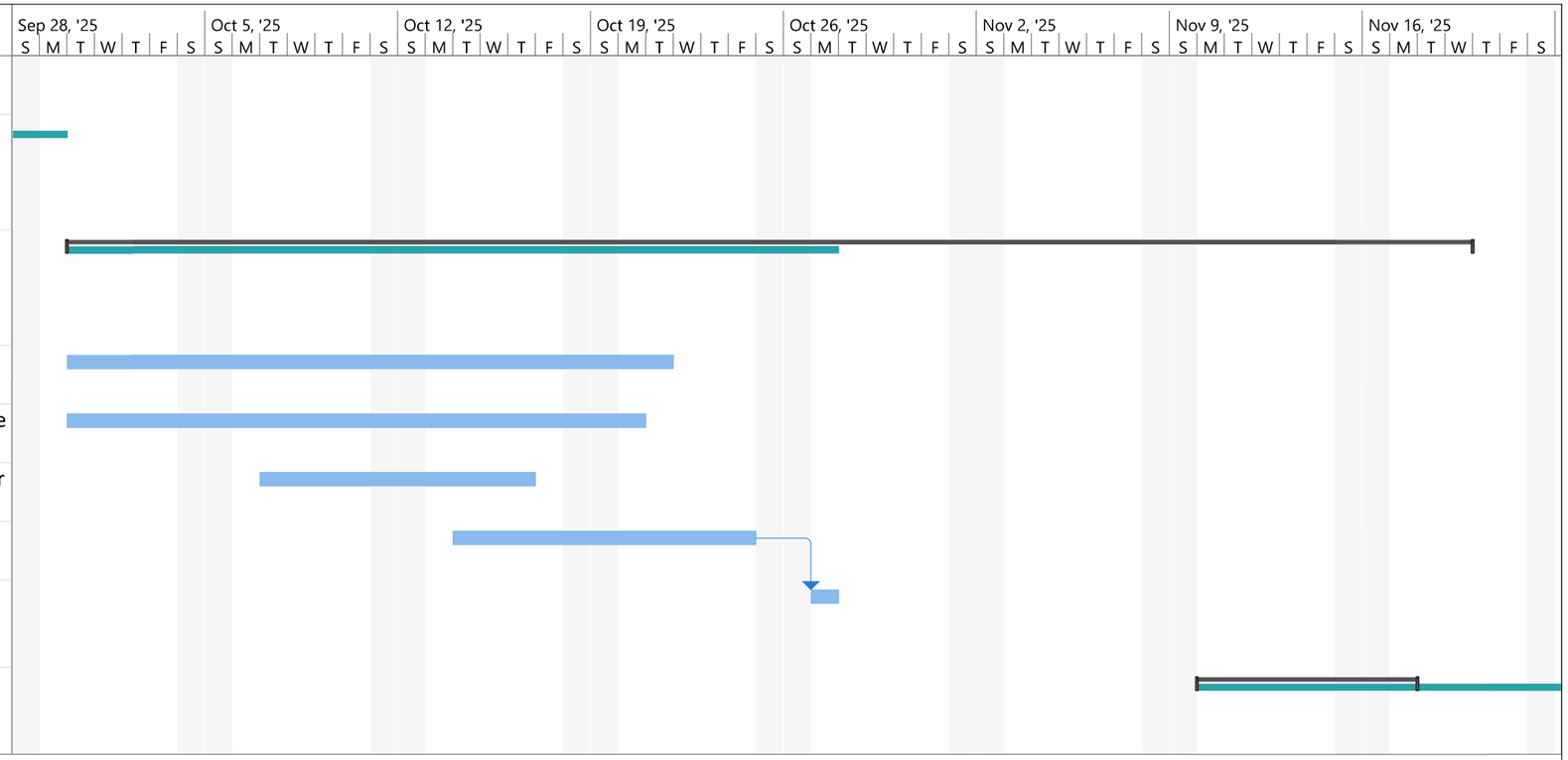
7	**Phase 1 – Critical Utility & Surface Work: Depot, North Stagg & Smelter**	**46 days**	**Mon 7/21/25**	**Wed 9/24/25**	
16	**Phase 2 – Holden Street South, Center Street, South Stagg, and East of Main**	**37 days**	**Tue 9/30/25**	**Wed 11/19/25**	
17	Storm Drain & Sewer Extensions	16 days	Tue 9/30/25	Tue 10/21/25	Includes combo inlets, manholes
18	Holden Street South Waterline	15 days	Tue 9/30/25	Mon 10/20/25	Addendum #1 scope (Sheet C.4.1)
19	Surface Demo & Base Prep	8 days	Tue 10/7/25	Thu 10/16/25	For new curb/gutter and sidewalk
20	Full Surface Restoration	9 days	Tue 10/14/25	Fri 10/24/25	Paving, striping, signage
21	Substantial Completion Target	1 day	Mon 10/27/25	Mon 10/27/25	
22	**Phase 3 – Remaining Punch, Landscape & Closeout**	**6 days**	**Mon 11/10/25**	**Mon 11/17/25**	



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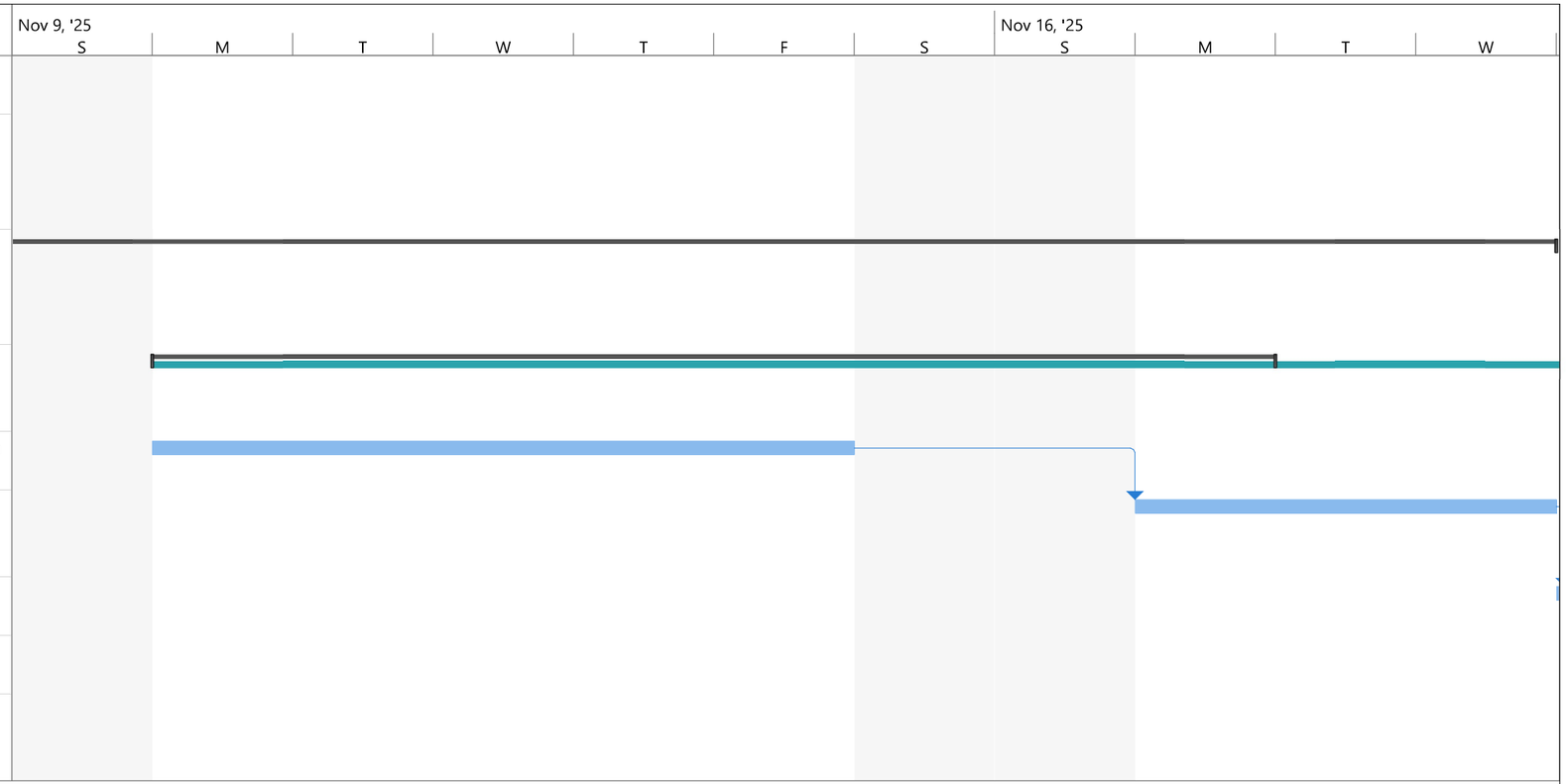
16	**Phase 2 – Holden Street South, Center Street, South Stagg, and East of Main**	**37 days**	**Tue 9/30/25**	**Wed 11/19/25**	
22	**Phase 3 – Remaining Punch, Landscape & Closeout**	**6 days**	**Mon 11/10/25**	**Mon 11/17/25**	
23	Park Strip Cobble + Landscape	5 days	Mon 11/10/25	Fri 11/14/25	3" cobble, irrigation repairs
24	Fence Reinstallation + Gates	3 days	Mon 11/17/25	Wed 11/19/25	Salvaged materials reset
25	Final Adjustments & Utility Collars	3 days	Thu 11/20/25	Mon 11/24/25	Manhole rings, monument resets
26	Punchlist Walk & Corrections	9 days	Mon 4/6/26	Thu 4/16/26	Walkthrough with City & Engineer
27	Final Completion & Payment Eligibility	1 day	Fri 4/17/26	Fri 4/17/26	Contract requirement



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Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

DOCUMENT 00 41 00

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Beck Construction & Excavation, Inc. hereinafter called the Principal, as Principal, and United States Fire Insurance Company, of Morristown, NJ, a corporation duly organized under the laws of the State of Delaware, hereinafter called the Surety, as Surety, are held and firmly bound unto Midvale City, hereinafter called the Obligee, in the sum of Five Percent of Amount of Bid DOLLARS ($ (5%)). For the payment of which sum, well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL HAS SUBMITTED A BID FOR:

2025 ROADWAY AND UTILITY IMPROVEMENT PROJECT

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such bond as may be specified in the Bid Documents or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty thereof between the amount specified in said Bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this 26th day of June, A.D. 2025.

PRINCIPAL: Seal:

By: C-B

Its: ESTIMATOR

In the Presence of:

Heather Stewart
Witness

Witness

United States Fire Insurance Company
Surety Seal:

ABen
Ashlie Benson Attorney-In-Fact

RETURN WITH BID DOCUMENTS

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

04306

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Terry H. Buckner, Takota K. Wainer, Ashlie Benson

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 21st day of October, 2024.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 21st day of October, 2024, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 26th day of June, 20 25

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

7505 S Holden Street
Midvale, UT 84047
801-567-7200
www.MidvaleCity.org

MIDVALE CITY COUNCIL
STAFF REPORT
7/15/2025

SUBJECT

Consider Resolution No. 2025-R-44 authorizing the Mayor to sign a statement of work with Naviant, LLC for a community development software.

SUBMITTED BY

Adam Olsen, Community Development Director

BACKGROUND AND OVERVIEW

Since 2022, Midvale City has been engaged in finding and implementing a new community development software. The Community Development Department manages and coordinates the development and implementation of the City's long-term planning initiatives, business license applications and renewals, building permitting, and code enforcement. To fulfill these responsibilities effectively, the Community Development Department requires a comprehensive software solution that will aid with managing and analyzing complex data related to the City's development. Implementing a comprehensive software solution will allow for greater efficiency by reducing the need for multiple softwares.

In early 2023, staff met twice with the Midvale City Software Committee for approval to move forward with a new software acquisition. Throughout the rest of 2023, an RFP was drafted, and it was sent out for bid in late February 2024 and closed in March 2024. An evaluation committee thoroughly reviewed 9 proposals and selected ZipFlow in April 2024. Due to unforeseen circumstances, ZipFlow was unable to move forward with the contract. Another RFP was sent out for bid and closed in November 2024. The same evaluation committee thoroughly reviewed 4 new proposals, though none were able to provide the desired solution. It was determined that City would reach out to Naviant, LLC, a current City software provider, for a proposal to add additional OnBase modules and expand their existing contract. The evaluation committee resolved that the additional OnBase modules would provide more services than current softwares can offer and automate many manual processes providing the best solution and utilize an existing software.

The statement of work is coming before the Council, because the total cost for professional services will exceed $100,000.00. The statement of work will be added to the existing contract and existing terms will apply.

STAFF RECOMMENDATION

Staff recommends Council approve the resolution, thus beginning the software implementation process for Community Development.

RECOMMENDED MOTION

I move that we approve Resolution No. 2025-R-44 authorizing the Mayor to sign a service agreement with Naviant, LLC for a community development software.

ATTACHMENTS

1. Resolution No. 2025-R-44
2. Statement of Work

MIDVALE CITY, UTAH
RESOLUTION NO. 2025-R-44

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A STATEMENT OF WORK WITH NAVIANT, LLC FOR A COMMUNITY DEVELOPMENT SOFTWARE

WHEREAS, Midvale City issued a Request for Proposals (RFP) for a comprehensive community development software in early 2023; and

WHEREAS, after a thorough review and evaluation of the proposals received, Markable Technologies, Inc., DBA ZipFlow emerged as the preferred provider due to presenting the most favorable, comprehensive, and competitive offer for software services; and

WHEREAS, due to unforeseen circumstances Markable Technologies, Inc., DBA ZipFlow was unable to move forward with the contract; and

WHEREAS, another RFP was sent out and proposals were evaluated in late 2024, and none were able to provide the desired solution; and

WHEREAS, the City engaged with a current software provider, Naviant, LLC for a proposal to add additional OnBase modules and expand their existing contract; and

WHEREAS, the evaluation committee determined that the additional OnBase modules would provide more services than current softwares can offer and automate many manual processes providing the best solution and utilizing and existing software; and

WHEREAS, the services offered by Naviant, LLC align with the needs and requirements of Midvale City, ensuring the provision of comprehensive Community Development Software services.

NOW, THEREFORE, be it resolved by the Midvale City Council that the Mayor is authorized to execute the statement of work with Naviant, LLC for a community development software attached hereto as per the terms outlined in the Statement of Work.

This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this 15th day of July 2025.

By: _____
Dustin Gettel, Mayor

Voting by the City Council:	Aye	Nay
Bonnie Billings	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Denece Mikolash	_____	_____

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

Statement of Work

Validate & Build Phase

OnBase Plan Review Planning, Software, & Implementation

Prepared For

Juan Rosario, System Administrator
Midvale City Corporation

Prepared By

Matt Hofhenke, Sales Executive
Jeff Comer, Manager of Sales Engineering
Naviant, LLC

13 February 2025

201 Prairie Heights Drive | Verona, WI 53593 · 888.686.4624 · naviant.com
naviant.com/blog Naviant Inc. @NaviantInc Naviant Inc Naviant Inc.

TABLE OF CONTENTS

Project Scope 3
Project Pricing 9
Signature Page 10
Appendix A – Build Methodology 11
- Build & Demonstrate 12
- Training 13
- User Acceptance Testing 13
- Deploy 14
- Support 15

Appendix B – Training Resources 17
Appendix C – Naviant Support 19
Appendix D – Obligations & Key Assumptions 20

PROJECT SCOPE

Introduction

Naviant, LLC ("Naviant") has engaged in preliminary discussions with Midvale City Corporation ("Customer") to discuss options and best practices for optimizing Customer's processes via Intelligent Automation such as content management, case management, process management, robotic process automation, and/or other automation technologies.

As a result of these discussions, Midvale City Corporation has requested that Naviant provide requirements validation, implementation and/or support services as defined by this Statement of Work (sometimes referred to as "SOW" or "Agreement").

Requirements Validation will confirm initial requirements shared by Customer and provide Functional Specifications for the Build Phase deliverable. Validation activities will confirm software licensing, and professional services required to deliver and implement the solution.

Based on preliminary requirements provided by Customer to date, this SOW provides software licenses, related maintenance/support, and professional services estimates for the Customer-requested Build Phase solution at this time. Upon completion of the Requirements Validation, Build Phase software and professional services will be validated and a mutually-executed upon Change Order may be executed as appropriate.

An overview of the Naviant Methodology is provided in Appendix A of this Statement of Work.

Project Background

Midvale City Corporation has requested assistance in planning and implementing a Plan Submission and Review process with their OnBase solution.

Project Objectives

The following business objectives were defined:

- **Plan Submission**
  - Software will allow external users to access a portal and request a portal account for submission of plans for review. Upon verification by internal users of account requests, the plan review portal page will be presented to the external users in the Software portal. External users will then be able to upload documents and submit plans for review.
- **Plan Review**
  - The Plan Review solution will route newly submitted projects or re-submitted projects to the review coordinator. The review coordinator will determine whether the project plans are complete and if so, will begin a review cycle that prevents the Software portal account users from making changes to the project or submitted documents. The coordinator will assign departments allowing those departmental users to review and mark plans in parallel, while the system tracks review decisions.
  - Reviewers will have the ability to utilize tools for plan sheet magnification, panning, and measurements. Assigned reviewers may apply markups to plans and create review comments during their review. The plan comparison tool will allow for revised plans and other plans in Software to be compared with each other through an overlay tool that shows changes in color.
  - After all reviews are complete, the review coordinator will consolidate marked plan sheets into a marked plan set, consolidate all department comments into a review comment letter, and return the set and letter to the Software portal account. This collaborative process can go back and forth as many times as necessary until plans and documents have been approved by the End User.
  - Once plans have been fully approved, the Software will allow users to copy all plan sheets to an approval status, create an approved plan set, apply stamps or signatures to approved sheets, and generate an approval letter. The Software portal account will be notified that plans have

been approved and the project will be closed within the Plan Review solution. Documents will remain viewable to End User within Software for reference.

Scope of Work

Customer and Naviant have identified the following high-level future state use case objectives for the Build Phase of this project, which may include an applicable Change Order Authorization based on the findings from the Requirements Validation.

The following capabilities will be **considered within the scope** of this project, subject to Requirements Validation activities:

1. Install the required Software components including:
   A. Plan Review Portal (external website); and
   B. Plan Review Unity Client.
2. Install the standard Plan Review workflows including:
   A. One (1) coordinator lifecycle;
   B. Two (2) review department lifecycles;
   C. One (1) general departmental review lifecycle; and
   D. One (1) system lifecycle for plan sheet processing.
3. Perform solution validation and a gap analysis to review pre-configured solution and update requirements documentation with:
   A. Software portal modifications;
   B. Software portal file upload naming convention;
   C. Disciplines and sheet types; and
   D. Approval stamping requirements.
4. Configure agreed-upon modifications to the standard solution, for a total of up to sixteen (16) hours of effort;
5. Configure up to three (3) plan review letter templates; and
6. Configure Software user groups specific to plan review for assignment to appropriate solution privileges.

Methodology

Included in the project scope is dedicated time for solution installation and review:

1. Following project initiation, Hyland will install in End User's one (1) non-production environment, the pre-configured Plan Review solution, and configure it for use with one (1) review type to include up to five (5) End Users' departments in the review;
2. Hyland will lead a solution demonstration and gap analysis session with End User's subject matter and technical experts to identify additional requirements and determine where modifications might be needed to the pre-configured solution;
3. Hyland will detail the requirements in a Requirements Document (RD) and provide to End User for review;
4. End User will review the requirements and provide feedback; and
5. Hyland will provide up to sixteen (16) hours to make modifications to the pre-configured solution based on the Requirements Document:
   A. Agreed-upon modifications will be accomplished within this timeframe; and
   B. Any modifications that cannot be completed within this timeframe will be the responsibility of Customer or End User, or a project Change Order will be required for the additional time needed for Hyland to make such modifications.

Included in the project scope is dedicated time for End User training and testing:

1. Hyland will provide one (1) administrator training and train the trainer session:
    A. The End User system administrator(s) will be introduced to the configured solution and how to support it. The training is meant to augment the Software training courses attended and certifications received by administrator(s) from Hyland Education Services separate from this engagement. Additionally, Hyland will provide a Solution Design Document; and
    B. The train the trainer session will help familiarize designated End User testers/trainers with the Software interface and configured functionality of the solution. As part of the session, Hyland will support End User's User Testing (UT) kickoff. This session is meant to enable the End User to test the solution functionality as defined in the requirements documentation and train additional users. This training is intended for up to ten (10) individuals. Additionally, Hyland will provide a Solution Training Guide. Customer or End User is responsible for training additional end users in preparation for go-live.
2. End User will develop test cases in line with their business processes and the agreed upon requirements of the solution in advance of the testing period; and
3. End User will perform UT and provide Hyland with a notification of any issues based on the test cases developed by End User in accordance with the agreed upon requirements. Hyland will provide support and track the reported issues using Hyland's issue tracker tool and update the End User once the issues are resolved whether by Hyland's or End User's project team. Once the UT period is complete and it is determined that all test cases comply with the RD, the solution is ready for go-live.

Included in the project scope is dedicated time for the following go-live activities:

1. Migration of the solution to one (1) End User production environment;
2. Consulting on a deployment method for End User to distribute Software to all appropriate users; and
3. Support to End User's help desk with resolution of Software/solution questions (i.e., go-live support).

Included in the project scope is dedicated time for project closure:

1. Hyland's project manager or lead resource will schedule a meeting with End User's project manager and Customer and End User's project sponsor. The agenda will include introduction to Hyland's Technical Support team, discussion of any outstanding enhancements and associated timelines, discussion of the state of the relationship between organizations, and next steps for future opportunities as requested by Customer.

Assumptions

This project is based upon the below assumptions being true. If for some reason these assumptions prove to be false, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver:

Project Assumptions

1. The project includes one (1) cycle of each of the following standard implementation methodology phases:
    A. Initial installation, demonstration, gap analysis, and requirements documentation. This includes:
        i. Up to sixteen (16) hours for the demonstration and gap analysis sessions; and
        ii. One (1) round of review for the Requirements Document followed by one (1) round of subsequent edits to the document by the Hyland project team.
    B. Updates to configuration. This includes:
        i. Up to sixteen (16) hours for agreed-upon solution modifications documented in the Requirements Document that can be accomplished within this timeframe.
    C. End User Training and user testing (UT) which includes:
        i. Up to twenty-four (24) hours to cover both administrator training and train the trainer session (with UT kickoff); and
        ii. Up to twenty-four (24) hours of UT support to be provided over a two (2) week period.
    D. Migration to production and go-live which includes:
        i. Each to occur as a one (1) time event; and

ii. Up to sixteen (16) hours of go live support to be provided over a two (2) week period.

2. Requests for additional rounds of demonstration, gap analysis, documentation edits, solution modifications, training, testing, or go-live, or additional time to support End User during testing and go-live, may require re-estimation of effort and pricing and/or introduce timeline delays; and
3. The project scope assumes a day-forward implementation for review of newly submitted plans through the Software portal.

Solution Assumptions

1. The solution will be implemented in one (1) non-production and one (1) production End User's Software environment;
2. The solution will be configured for use with one (1) review type for review by up to five (5) End Users' departments;
3. End User will provide the project team access to a designated single point of contact having authority to make important decisions relevant to the solution requirements and implementation;
4. End User will provide any image files required for the customization of the Plan Review portal;
5. End User will provide a .csv formatted file of all standard comments intended to be included in the Plan Review solution;
6. End User will provide electronic files for all required stamps to be placed on approved plan sets;
7. End User will provide samples of any letters currently in use and intended to be included in the Plan Review solution;
8. End User will submit all plans received for review to the solution portal on behalf of external parties; and
9. Paper documents and/or scanned images provided directly to End User outside of the Software portal will be managed by End User and uploaded to the Software portal on behalf of external users.

Deliverables

1. Project Charter;
2. Project Plan;
3. Project Status Report;
4. Requirements Document;
5. Solution Design Document; and
6. Solution Training Guide.

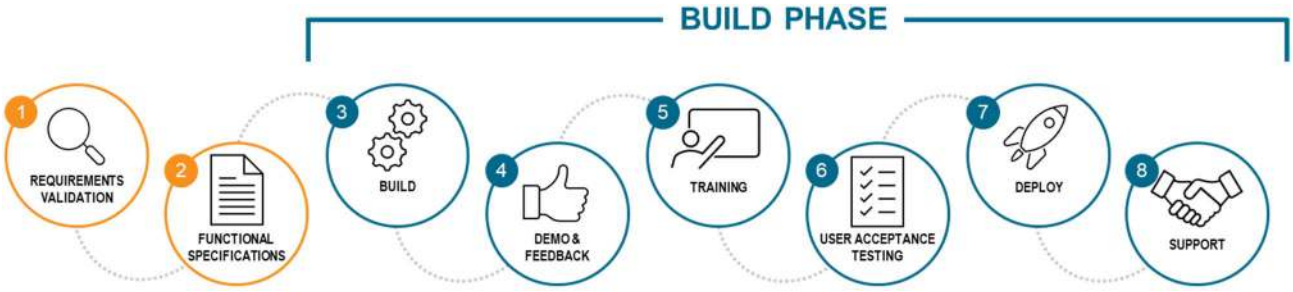
The following items are **considered out of the scope** of this project:

1. Integration with third party systems (e.g., project tracking or permitting application) including a third-party portal;
2. Support for implementation of SSO;
3. File checks/virus scan for the Software Portal account website;
4. Acceptance of payment for fees related to plan submission;
5. Conversion of in-flight plan reviews whether paper or electronic;
6. Conversion of legacy data or documents;
7. Custom/API scripting or development; and
8. Configuration of other Software modules or functionality not specifically listed within the scope.

Project Phases

The Naviant Methodology consists of multiple Phases, Discovery and Build, including multiple steps such as Discovery, Design, Build, Demo, Training, Testing, and Deploy. It is designed to ensure timely and effective delivery of Intelligent Automation solutions that meet our Customers' use case requirements and are aligned with their strategy, vision, and objectives. An overview of the Naviant Methodology is provided in Appendix A of this Statement of Work.

A comprehensive Discovery Phase including process planning and design options is not included within the scope of this SOW. In lieu of a Discovery Phase, a Requirements Validation session will be leveraged to validate functional specifications prior to the Build Phase. ***The focus of this SOW is Requirements Validation and the Build Phase only.*** An overview of the Naviant Methodology for the Build Phase is provided in Appendix A of this Statement of Work.



Project Deliverables

The following are project deliverables that are provided to the Customer during the phases outlined below:

Requirements Validation

- Kickoff Meeting
- Requirements Validation Project Plan
- Future State Solution Design Session (Requirements Validation)
- Functional Specifications
- Validation of Build Phase Estimates

Build Phase

- Build Phase Project Plan
- Configuration & Unit Testing
- Solution Demonstration
- Train-the-trainer Materials & Training
- Deployment Plan
- Support Transition

Change Orders

This SOW has been prepared in accordance with Naviant's understanding of Customer requirements and the "Project Scope" based on the information provided by Customer to Naviant at this time. Although Naviant makes reasonable attempts to provide accurate estimates, estimates may change as further details of the solution are identified and the final Solution Design is developed. In the event that additional products and/or services beyond those outlined in this SOW are required, a "Change Order Authorization" will be generated outlining the details, as well as time and cost estimates, of the modifications to this SOW. A Change Order Authorization must be authorized, approved, and executed by Naviant and Customer in order for the modifications to be incorporated into the SOW.

In order to ensure that assignments are carried out in a timely manner so as not to impact the project schedule, Customer is responsible for directing the work assigned to its staff and 3rd party service providers. In the event that the SOW project schedule is delayed or needs to be extended due to a failure of Customer's staff and/or 3rd party service providers to complete assigned work in a timely manner, Naviant shall be entitled to an extension of time and/or cost impact as set forth in a Change Order Authorization.

PROJECT PRICING

Software Subscription & Support					
Description	**Part # / Notes**	**Qty**	**Unit Price**		**Total**
Local Gov Plan Review Concurrent Client	GV-B-MU2-OPRIPC1_SUBS	3	$1,440		$4,320.00
Plan Review	OPRIPI1_SUBS	1	$5,580		$5,580.00
Local Gov Plan Review Integration Toolkit	GV-B-MU2-PRTIPI1_SUBS	1	$2,880	*Optional*	
Reporting Dashboards	RHIPI1_SUBS	1	$4,800	*Optional*	
Software Support Level Agreement	SLA				$1,683.00
Hyland Premium Subscription (1 Year) *SOW must be signed by 7/31/25*			$9,000		*Included*
Subtotal – Annual Recurring (Future years subject to Hyland's annual price adjustment)					**$11,583.00**

Invoice Based on Estimated Coterminous Subscription & Support			
Description	**Existing Term Date**	**# Months**	**Total**
Subtotal from Above	12/31/2025	6	$5,791.50
Total Initial Invoice			**$5,791.50**

Professional Services			
Description	**Days Low**	**Days High**	**Total**
Requirements Validation & Build Phase	65	81	$118,680 - $143,000
Post-Production Monitoring & Assistance	5	7	$8,800 - $12,320
Subtotal			**$127,480 - $155,320**

1. Professional services will be billed on a monthly basis. Travel time will be billed to Customer at the rate of $110 per hour. Related expenses (mileage, transportation, lodging, meals, etc.) will be billed on a monthly basis at the actual cost incurred. Related expenses billed will not exceed standard government rates.
2. Software Subscription & Support will be invoiced upon receipt of Customer-executed SOW, and if applicable, Customer-required Purchase Order, with payment terms consistent with the Master Terms & Agreement.

   Software Subscription & Support will be made coterminous with Customer's established Subscription & Support expiration term. If the established annual Subscription term date is within 3 months, Customer will be billed 12 months, plus the number of months to the term date ("Coterminous Short Period"). If the established annual Subscription term expiration date is greater than 3 months away, Customer will be billed for the period between purchase date and the established term date (i.e. between 4 and 12 months). While Estimated Coterminous Subscription & Support pricing is quoted as full months, actual Customer invoicing may be prorated based on the actual number of days and months between the purchase date and established term date.
3. Please note, subtotals do not include applicable sales tax. If applicable, sales tax will be assessed during the course of the project and/or on the final invoice.
4. Customer agrees to abide by the provisions set forth in the Software Support Level Agreement (SLA Provisions). These provisions are available at www.naviant.com/customer-support.
5. Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G- 12-101 to 402, any entity physically performing services within Utah for a public employer is required to participate in Utah's Status Verification System. Customer is a public employer. Naviant will provide Customer a certification of its compliance with this requirement prior to performing professional services under this Agreement, unless exempted by Utah Code Ann. § 63G-12-302.
6. Pursuant to Utah Code § 63G-27-201, Naviant is required to certify that Naviant is not currently engaged in an economic boycott, as defined in Utah Code Ann. § 63G-27-102(5), or a boycott of the State of Israel. Naviant agrees not to engage in a boycott of the State of Israel for the duration of the Agreement. Naviant agrees to notify Customer in writing if it begins engaging in an economic boycott, which may be grounds for termination of the Agreement. Naviant will provide Customer a certification of its compliance with this requirement prior to performing work under this SOW.

SIGNATURE PAGE

CUSTOMER NAME Midvale City Corporation	
PROJECT CONTACT Juan Rosario	
BILLING ADDRESS (only required for New Customers)	SHIPPING ADDRESS
ATTENTION	ATTENTION
SPECIAL INSTRUCTIONS	
PURCHASE ORDER (PO) REQUIREMENT Is a PO Required by Customer? ☐ Yes ☒ No Purchase Order #	

This Agreement is entered into pursuant to and incorporates the foregoing, including Appendices, Exhibits and Schedules, if any, and the Standard Terms & Conditions ("Terms") dated 9/24/2020. This Agreement represents the final description and scope of the Agreement between the parties. Any previous drafts of this Agreement or previous documents used to evaluate this project are not part of this Agreement. Naviant will not be obligated to accept any agreement which has not been signed and returned by Customer to Naviant within thirty (30) days from the date on this Agreement.

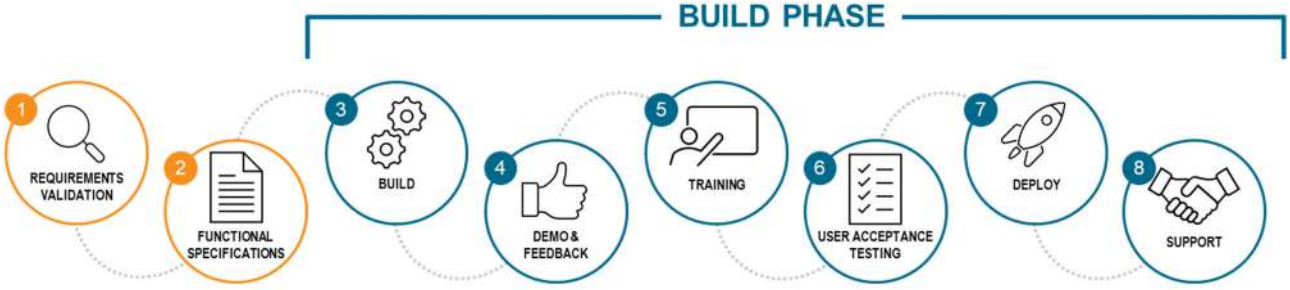
This Agreement has been prepared in accordance with Naviant's understanding of Customer requirements based on the information provided by Customer to Naviant. Therefore, it is understood and agreed that any additional hardware, software, professional services, and maintenance requests above and beyond the original scope of this Agreement will be billed in addition to those listed in this Agreement.

If a PO is required, the PO number must be inserted above upon Customer's execution of this Agreement. Any terms and conditions appearing in any PO shall have no effect unless agreed to in writing by both parties hereof.

Upon signed acceptance, please return the entire document to "Attention: Naviant Sales Support" via email or fax at purchasing@naviant.com or 608-848-0901. Acceptance creates a binding contract.

CUSTOMER	NAVIANT, LLC
NAME: Dustin Gettel	NAME:
TITLE: Mayor	TITLE:
SIGNATURE:	SIGNATURE:
DATE:	DATE:

APPENDIX A – BUILD METHODOLOGY



Post-Requirements Validation activities, the Build Phase consists of six (6) primary steps with multiple iterations of design, configuration, and feedback (steps 3 through 8). This iterative model provides the stakeholders an understanding of the project deliverables and gives them an opportunity to provide feedback and request changes prior to User Acceptance Testing.

Overall Responsibilities

Naviant

- Assign the Naviant Project Manager serving as the primary Customer contact with responsibilities:
  - Overall project management and execution.
  - Managing project budget, tasks, issues, and risks.
  - Coordinating meetings and status reports with Customer Project Lead.
  - Managing Naviant resources and schedules.
- Identify Naviant Design/Build Phase Team and commit resources.
- Work with Customer Project Manager to develop the Project Plan.
- Prepare the agenda(s) and deliver to Customer in advance of the Meetings.

Customer

- **Identify the Project Sponsor** - The Project Sponsor is the individual that has ultimate authority over the project, is involved in the project, and is the final escalation point for all issues, scope changes, and decisions. The Project Sponsor also provides project funding, approves major deliverables, and provides high-level direction. This person will champion the project with internal and external stakeholders and ensure that the appropriate personnel are made available to execute the project successfully.
- **Identify the Project Lead** - The Project Lead is the individual that is responsible for project management activities including:
  - Working with Naviant Project Manager to develop Project Plan.
  - Coordinating project activities with the Naviant Project Manager and/or the Lead Naviant Consultant.
  - Ensuring Customer resource availability.
  - Tracking of Customer-assigned tasks.
  - Managing Customer communication and status reporting.
  - Coordinate logistics for Naviant and other non-Customer team members (meeting rooms, remote access, etc.).
  - Create all Customer required documentation and ensure timely internal signoffs.
  - Commit and confirm that Project Team resources (Project Sponsor, Project Lead, Subject Matter Experts (SMEs), IT resources) will be available as needed for project sessions and activities.
- **Identify the Project Champion** - The Project Champion is an advocate for the project that has direct lines of communication to the Project Sponsor and/or key stakeholders. This position provides oversight on the project by removing blockers and ensuring the Customer is able to take overall ownership of the

solution. This resource would know the decisions made during the JAD sessions and would stay engaged during the entire project.

- **Identify the Integration Lead** - As needed, projects with multiple integrations benefit from a dedicated coordinator who manages development, unit testing and support during the project lifecycle.
- As part of the planning and initiative, review the Naviant Roles and Responsibility Matrix and identify additional lead roles as appropriate.
    - Testing Lead
    - Training Lead
    - Infrastructure Lead (network and workstation)
- Verify compliance with minimum server specifications for Development/Test Environments (if required) and Production Environment.
- Secure meeting rooms for all onsite Build Phase activities as applicable. Meeting rooms should be large enough for all onsite attendees and include the following:
    - Telecommunications equipment for remote attendees as needed.
    - A projector or television monitor.
    - A whiteboard that may be used in addition to any projection equipment.

Build & Demonstrate

The Functional Specifications are used as input to architect and complete the technical design of the solution, as well as complete any configuration, development, and unit testing within scope for the current Iteration. Naviant will facilitate a demonstration of each of the defined use cases as they are finished. A final end-to-end demonstration of the complete solution will be scheduled when all use cases have been configured within the scope of the project. The demonstration will allow the Customer to provide feedback and suggest changes to the configured solution. This session is critical to ensure that stakeholders have a thorough understanding of the solution as well as an opportunity to provide feedback and request changes prior to User Acceptance Testing. Activities in this step are typically completed remote; however, resources may need to be onsite at Naviant's discretion.

Build & Demonstrate Responsibilities

Naviant

- Architect and complete the technical design of the solution based on the Functional Specifications.
- Configure, develop, and unit test solution components in scope for the current Iteration.
- Prepare the demonstration script.
- Prepare the non-production environment for the demonstration.
- Facilitate the demonstration and Feedback Session.
- Capture any outcomes and update the Functional Specifications as appropriate.

Customer

- Verify that basic equipment needs for deployment into Customer's environment (development, test, and production) have been provided to Naviant (database server, file server with ample storage, web server if applicable, security, network's ability to handle incoming traffic, Customer machines, etc.).
- Ensure that Naviant has remote access to the Customer development, test, and production environments, as appropriate.
- Ensure that SMEs are available to answer questions in a timely manner.
- Conduct, coordinate, and unit test any additional development efforts not being conducted by Naviant. This may include integrations.
- Ensure that all appropriate Customer resources attend and participate in the demonstration and Feedback Session.

Training

Naviant utilizes a train-the-trainer methodology to facilitate end user training. Once the Customer has identified the lead trainer and lead testers that will participate in the training session, Naviant will align expectations regarding the training materials and the audience for the train-the-trainer sessions. Prior to the scheduled training sessions, Naviant will provide training documentation for the defined use cases in addition to documentation created specifically for the Customer. Naviant will then lead a training session with the customer's pre-identified team. This session will provide the Customer with hands-on experience working through specific use cases and the opportunity to leverage training materials and ask questions. The training documentation can then be adapted and used by the Customer to train their end-users.

Prior to the training, an environment strategy should be finalized. Typically, multiple environments are utilized prior to production to allow for testing and training activities.

Training Responsibilities

Naviant

- Prepare training materials for Customer lead trainers and testers.
- Conduct train-the-trainer session for Customer lead trainers and testers to Kickoff testing.

Customer

- Ensure that all appropriate Customer resources attend and participate in the demonstration and Feedback Session.
- Complete any follow-ups and/or action items that come out of the session in a timely manner.
- Define participants (Customer lead trainers and testers) for Naviant-led train-the-trainer sessions.
- Customer will be responsible for end-user training after User Acceptance Testing.
- Customer will be responsible for the review, update, and distribution of training documentation.

User Acceptance Testing

User Acceptance Testing (UAT) is the responsibility of the Customer. During UAT, the Customer will fully test the system using defined Test Scripts with the objective of accepting the solution as ready for production implementation. Naviant and Customer will work together to facilitate testing and address any open issues.

Customer training for end-users will take place towards the end of this step. The Customer is responsible for delivering end-user training to their staff. The Customer is also responsible for updating and distributing training documentation provided by Naviant during the Demo, Feedback & Training for actual use within their environment during training.

User Acceptance Testing Responsibilities

Naviant

- Work with Customer to establish a Test Plan based on the Functional Specifications.
- Work with Customer to establish Issue Management Plan including:
  - Method of tracking and reporting on issues.
  - Establish agreed-upon timeline and method to track progress for Customer questions and issues.
- Resolve issues identified as needing resolution prior to production implementation.

Customer

- Assign test team members.
- Develop a Test Plan to ensure proper end-to-end testing of the solution.
- Work with Naviant to:
  - Determine method of tracking and reporting on issues.
  - Establish an agreed-upon timeline and method to track progress.
- Complete Quality Assurance and User Acceptance Testing (UAT) activities in a timely fashion and within the agreed-to timeline as indicated in the Project Plan.

- Report and document any issues found during testing.
- Work with Naviant to review issues and determine resolution.
- Provide solution acceptance (sign-off) indicating readiness for production.
- Customer will be responsible for end-user training prior to starting Deploy (production go-live).
- Customer will be responsible for review, update, and distribution of training documentation from Demo, Feedback & Training.
- Customer will be responsible for reviewing Appendix B Training Resources for additional training opportunities.

Note: Issues are an inevitable part of implementing any solution, and typically, not all issues must be resolved before solution acceptance. Naviant and Customer will work together to review, categorize, and prioritize all issues to determine those that must be fixed before production vs. those that can be resolved in the future.

Deploy

Production deployment encompasses the activities to deploy the solution and make it production-ready before go-live. Activities in this step include defining and executing a production migration plan, ensuring desktop software is deployed on end-user workstations, and basic testing in the production environment to confirm that the migration was successful, and that the solution is fully functional.

Deployment Responsibilities

Naviant

- Work with Customer to create and review the Deploy go-live plan.
- Migrate the solution from the previous environment into production.
- Work with Customer to validate production environment functionality.

Customer

- Work with Naviant to create and approve the Deploy go-live plan.
- Ensure desktop software is deployed to all end-user workstations.
- Work with Naviant to validate production environment functionality.
- Coordinate the migration of any development not delivered by Naviant.

Production Go-Live

Production go-live is the point during which the solution is first utilized in a production capacity. The Naviant Project Team will provide a period of Go-Live Support during this phase. Naviant Go-Live Support is the stabilization period right before and immediately after project Go-Live which focuses on customer support, best practices, and system availability. The Naviant project team will provide technical and process support to the Customer's Go-Live project team. The team will leverage business process management best practices and technical knowledge and experience from the Naviant deployment and support teams to answer all questions and resolve all issues in a timely and effective manner. Go-Live Support will aid the Customer's project team in technical issue resolution and system use.

Naviant and the Customer will work together to determine the best method for Go-Live, including the following considerations:

- Stages/phases of rollout (i.e. whether the entire solution Go-Live at one time, or implemented over time by process, user group, etc.).
- How in-process work/transactions will be managed (i.e. converted into the new solution or completed via the old process/solution).

Production Go-Live Responsibilities

Naviant

- Provide Go-Live support.

Customer

- Ensure that personnel are trained and ready to use the new solution.
- Execute any procedures to manage work-in-process (if Customer-responsibility).

Support

PPMA Responsibilities

Post Production Maintenance Assistance ("PPMA") affords dedicated project hours that may be utilized to provide process enhancement and design changes that are requested by the Customer after Go-Live. Naviant will provide process, development and technical support to the Customer's project team. The overall objective of PPMA is to work with each Customer, onsite or remote as applicable, to provide an opportunity for continuous process improvement and to ensure that the solution will be utilized efficiently.

PPMA Responsibilities

Naviant

- Assign Project Team resources to work with Customer on any enhancements and design changes needed for effective use of the solution.

Customer

- Execute and utilize the full scope of the solution as timely as possible.
- Provide feedback on the solution to Naviant, including aspects that may need enhancement during the PPMA period.

Closure & Support

Once the production environment is fully functional and stabilized, closure activities will occur, including the transition of the solution from the Project Team to the Naviant Support Team.

The Support Phase begins with a Support Kickoff Meeting facilitated by Naviant's Customer Support Engineer ("CSE") Team to review how Customer would engage Naviant for support-related issues. CSE will review the different methods for contacting CSE, support programs, review authorized support contacts approved by Customer, share issue tracking methodology, training, and learning opportunities.

Closure & Support Responsibilities

Naviant

- Project Team conduct a handoff meeting with the Support Team to review the overall solution and ensure support readiness.
- Accept the solution into support according to the Customer's SLA and/or Managed Services Agreement. Please reference Appendix C - Naviant Support.
- Conduct the Support Kickoff Meeting.

Customer

- Provide final sign-off and solution acceptance, indicating readiness for the transition to support.
- Define and provide list of staff authorized to contact Naviant CSE for support (Authorized Support Contacts).
- Participate in the Support Kickoff Meeting.

Software Support Level Agreement (SLA)

Naviant's experienced support team maintains a dedicated help desk to provide the first line of support for all Intelligent Automation solution implementations. Naviant Customers are provided with a toll-free number to use when calling in for support and will be connected directly with the help desk technician and the call will be logged into the Naviant support service system. By utilizing this streamlined approach to support, each issue will be

responded to and tracked in a timely and efficient way to minimize disruption to both system operation and work processes. Naviant is an industry leader in solutions support and is recognized by industry-leaders with a 95%+ customer retention rate for annual support renewals. The SLA provisions are available at www.naviant.com/customer-support.

Managed Services

With Naviant's flexible Managed Services offering, Customers can optionally offload support and day-to-day administrative work, while engaging directly with our software experts and business process consultants to enhance and scale your business process solutions. Naviant Managed Services offers three (3) Levels of assistance including support staff augmentation, business analysis support, and delivery services. Naviant Managed Services is provided as an enhanced service offering in addition to the services and benefits provided under the SLA.

- Proactive system monitoring provides the ability to stop issues before they start.
- Stay current with regular updates and new feature options.
- Optimize continuously with a roadmap.
- Flexible support with a wide range of dedicated resources.

APPENDIX B – TRAINING RESOURCES

Naviant is committed to providing your team updates, information, and training in your Intelligent Automation solution. In addition to the training provided by the Naviant Discovery/Build Phase team, Naviant recommends Customers to leverage the following additional Training Resources to promote self-sufficiency and encourage continued business and technical advancement. Customers will also receive a Naviant Welcome Guide which highlights the training opportunities provided by Naviant and Hyland Software.

Naviant Trainers

In addition to the train-the-trainer methodology, Naviant offers enhanced implementation and configuration-specific training and testing support to help Customers kickstart the training and testing process for additional fees.

Hyland System Administrator Training

One element critical to the success of any solution is the users' ability to effectively and efficiently work in the software on a daily basis. Hyland offers a wide array of Training courses designed to introduce end users to the basic features and technical resources to support the advanced functionality of a solution. Naviant recommends that at least one individual participate in the Hyland System Administration training class (typically $3,000 per attendee) prior to the system being installed or within six months of installation. The course is designed to introduce new and existing system administrators to the use, maintenance, and administration of Hyland software and provide in-depth, hands-on experience using actual business scenarios. The class also investigates technical support process, effective maintenance strategies, online documentation, and other resources available to Hyland system administrators.

Hyland CommunityLIVE Conference

Hyland's CommunityLIVE Conference (typically $3,000 per attendee for 5 days) will stretch your imagination to the limits as Hyland experts and users from around the globe demonstrate how to achieve more with your current system and how you can be the technology leader in your industry with the latest and greatest Hyland upgrades and enhancements. Innovation, collaboration, and learning opportunities abound within Hyland's platform portfolio including OnBase, Brainware, ShareBase, Enterprise Search, Medical Imaging, and more! CommunityLIVE offers the following benefits:

- Industry expert led discussions focused on best practices & areas of concern
- 200+ educational sessions & training courses offered
- Over 2,500 attendees to share best practices
- Compelling keynote speakers & networking events

Naviant Summit

Naviant Customers are eligible for complimentary attendance at Naviant's annual Summit (educational user conference). Naviant's nationally recognized Summit brings together customers, end-users, vendor partners, invited prospects, and Naviant resources to discuss industry trends, learn about new solution offerings, and recognize how to best leverage current investments in content management technologies. The annual Summit focuses on critical business issues, case studies, and solution/industry-focused educational sessions designed to bring increased value to your organization by improving the effectiveness and efficiency of your operations.

Hyland Community

As a Naviant Customer, the Hyland Community site (community.hyland.com) provides access to the global network of other customers, partners, and employees to share points of view, ask questions of subject matter experts, and research business and technical best practices. Resources include detailed product information,

industry solutions & special interests, technical & administration content, user interest groups & member events, and more!

Hyland Online Training

As a Naviant Customer, the Hyland Training site (training.hyland.com) provides access to Hyland's Classroom and Online Training Schedules, plus an extensive collection of the industries-best training topics for end-users to explore including:

- New Courses – Latest & greatest training courses
- OnBase End Users – Learn the basics of OnBase customers
- Workflow – Workflow courses for new users & experts
- Brainware – Install & create Brainware projects
- Healthcare – Courses for healthcare solutions
- System Administration – Courses for new & existing system administrators
- WorkView – Case management courses for new users & experts
- Tech Support – Learn techniques for troubleshooting
- Forms – Design, create & manage forms
- Development – Courses for IS & API developers
- Installation – Design & implement Hyland solutions
- Premium Subscription – Optional fee-based online premium subscription to 200+ hours of technical training for your entire team including end users, support, new employees, and experts

APPENDIX C – NAVIANT SUPPORT

Support Level Agreement

Support Overview

Naviant's Customer Success Team (CST) provides our customers with a structured Support Level Agreement (SLA) to meet our customers' system and business needs. These provisions are available at www.naviant.com/customer-support.

During normal business hours, Naviant's response time protocol is not to exceed three business hours for either callback phone support, remote access or onsite support to resolve the issue; however, Naviant's standard response time objective is to respond to customer support inquiries within one hour.

Support Hours

Standard Business Hours: 7:00 AM – 7:00 PM CT Monday through Friday
Weekly Evening Hours: 7:00 PM – 7:00 AM CT Monday Evening through Friday Morning
Weekend Hours: 7:00 PM – 7:00 AM CT Friday Evening through Monday Morning

Naviant SLA Overview	
Phone, Live Chat & Email Support	Unlimited Support During Standard Business Hours
Standard System Upgrades	Upgrade requests to standard OnBase & ABBYY solutions every 12 months (35 hours)
24/7 Emergency Phone Support	Access to Team of Support Experts During Non-Standard Business Hours
Discounted Professional Services	Reduced Support Professional Services Rates for Time & Materials ($175/hr during Regular Business Hours & $205/hr during Evenings and Weekends)

Included Services	
Issue Review Check-Ins	Regular check-ins to review issues, projects and discuss topics regarding your solution
Wellness Checks	Proactive wellness checks performed on your solution
Naviant Live Chat Support	Unlimited chat support during normal business hours
Access to Webinars	Access to our monthly educational webinars to increase your solution knowledge
Comprehensive Audit	A detailed audit of the current technical state of your system regarding efficiency/areas of improvement, and provides recommendations to ensure the future health of your system (40-60 hours total)
Remote License Certificate Activation	Installation and activation of licenses
OnBase SQL Settings Verifications	Regular review of your database settings to ensure optimal performance
Custom Report & Dashboard Bundle	75+ custom dashboards and reports to monitor your solution and assist with its use
Hyland Recertification	Complimentary System Admin & Workflow Recertifications at Naviant's annual Summit

APPENDIX D – OBLIGATIONS & KEY ASSUMPTIONS

The following are key assumptions that impact the success of the solution, and are applicable for all Project Areas within this proposal:

1. Naviant's project implementation methodology will be executed by the project resources.
2. Services will be provided both onsite at one (1) End User location and remotely from Naviant offices.
3. To maintain anticipated timeframes, Customer will review deliverables in accordance with the agreed upon plan. Failure to respond where needed within the designated timelines may result in project delays, loss of resources, and the execution of a Change Order Authorization.
4. Naviant and Customer will review remaining work effort throughout the project. If at any time the number of hours required to complete a project phase exceeds the number of hours estimated by the project teams for that phase, then Naviant will execute a Change Order Authorization.
5. Customer will provide appropriate access to facilities and office space for all onsite or remote work. This includes, but is not limited to, work desks, networked computers, team meeting rooms, conference phones, whiteboards, the internet and VPN connection as dictated by Customer's reasonable security measures.
6. Customer will provide Subject Matter Experts (SMEs) who are thoroughly knowledgeable about the current business practices in their respective areas and who are capable of performing their assigned project roles.
7. Customer will make commercially reasonable efforts to maintain consistent project resources throughout the project.
8. Each deliverable created will use Naviant's standard deliverable templates. Customer requested changes to the deliverable template may increase project costs or introduce timeline delays.
9. Customer will include third-party vendors or subject matter/technical experts as required.
10. Customer will assign a Project Sponsor, who will be actively involved in the project and is the final escalation point for all issues and decisions. The project sponsor will also ensure that the appropriate personnel are made available to execute the project successfully.
11. Each project is intended to be implemented in a specified timeframe. Scheduling delays that impact the project timeline will result in changes to project cost.
12. While onsite, the Naviant personnel will work during normal operating hours generally between 8:00 AM and 5:00 PM, Monday through Friday in the Customer's local time zone. When providing remote services, Naviant and Customer will discuss generally acceptable working hours and take into consideration time zone differences. Issues deemed as non-critical will only be addressed during normal business hours.
13. The installation of this solution may require assistance from the Customer's IT staff to obtain access to the servers and network devices the solution may reside on; and thus, it is required that the Customer schedule their IT resource and customer personnel assigned to this project to be available within 30 minutes of Naviant being scheduled for installation. If Naviant personnel need to wait for longer than 30 minutes for an IT resource to be available for assistance with the installation, the Customer will be charged in ¼ hour increments at the prevailing rate for the time lost. Customer will be responsible for additional equipment cabling, except as specifically set forth to be provided by Naviant. In the event Customer will be required to provide specific additional equipment prior to installation, it is the responsibility of Customer to provide the necessary versions of network OS, server software, database, hardware, browsers, and desktop OS to work with the proposed solutions prior to the scheduled Project milestone or task requiring additional equipment, or costs may be incurred by the Customer. Customer will be responsible for the actual results with hardware operations (including among other aspects, network, server or scanner speeds; personnel requirements; and costs) and results may vary from those indicated due to overall network environment, volume estimates, personnel and other factors.