

**CITY OF SOUTH SALT LAKE**  
**South Salt Lake City, Utah**



**PROJECT MANUAL**  
**FOR**  
**SSLC 900 West Parking Lot**

*PREPARED BY*

The City of South Salt Lake  
Engineering Department

August 2025

**DOCUMENT 00 00 20**  
**ACKNOWLEDGEMENT**

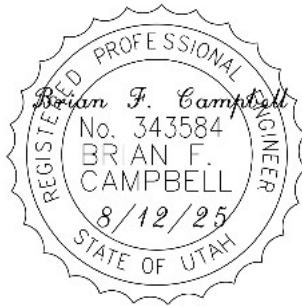
**900 West Parking Lot**

**3291 S 900 W**  
**South Salt Lake, 84119**

This specifications have been prepared under the direction of the following engineers, licensed by the State of Utah:

\_\_\_\_\_  
Brian Campbell

License NO.  
343584



These documents have been reviewed by the City of South Salt Lake for compliance with its' standard specifications and plans.

\_\_\_\_\_  
Chris Merket, P.E., City Engineer

END OF ACKNOWLEDGEMENT

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**900 West Parking Lot**

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- 1 See attached 900 West Parking Lot Plan Set.

**REFERENCE DRAWINGS**

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

END OF DRAWING LIST

# **DOCUMENT 00 10 00 INVITATION TO BID**

## **PART 1 GENERAL**

### **1.1 CONSTRUCTION CONTRACT**

- A. Bidders are invited to bid on Construction Contract known as South Salt Lake City 900 W Parking Lot
- B. The location of the work is:  
Parking lot at 3291 S 900 West in South Salt Lake City.
- C. The work to be performed consists of furnishing and installing the equipment, facilities, services and appurtenances thereto as included in the Contract Documents. The Work generally includes, but is not limited to, the following:  
Clearing and grubbing, asphalt parking, concrete pavement and curb/gutter, stormwater detention, and overhead lighting.
- D. For information about the award of this Construction Contract, contact  
Ariel Andrus at 801-483-6019.

### **1.2 BID LOCATION AND OPENING**

- A. Bids must be submitted through the Utah Public Procurement Place website (Bonfire) by 3:00 PM Friday, September 12, 2025. Bids received after 3:00 PM. will not be accepted. There will not be a public bid opening.

### **1.3 BID SECURITY**

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

### **1.4 PRE-BID CONFERENCE**

No pre-bid conference will be held for this project.

### **1.5 BASIS OF BIDS**

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



## 1.6 CONTRACT TIME

- A. The CONTRACTOR shall begin work on a date mutually agreed upon by the CONTRACTOR, and the Owner, but no later than the dates shown below for each bid schedule. Once construction work is started on a bid schedule/segment, the CONTRACTOR shall complete all work related to that bid schedule within the number of calendar days shown.
- B. **Bid Schedule A** – covers work on multiple streets in South Salt Lake City. (See Project Map and Bid Schedule Form 00 41 01 for details).
  - 1. Begin work after the execution of Construction Contract, and complete work by the end of business day on 11/15/2025.

## 1.7 EXAMINATION AND PROCUREMENT OF DOCUMENTS

- A. Complete sets of Contract Documents may be available on Bonfire.
- B. Complete sets of Contract Documents may also be examined and obtained from the CITY RECORDER by email at [aandrus@sslc.gov](mailto:aandrus@sslc.gov).

## 1.8 RIGHT TO REJECT BIDS

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

## 1.9 VALIDITY PERIOD FOR BIDS

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

## 1.10 GOVERNING LAWS AND REGULATIONS

- A. This project is not federally funded and does not require the payment of specific wage rates. Payroll submittal will not be required.
- B. Bidders on this Work will be subject to the applicable provisions of all federal rules, laws and regulations or orders.
- C. In compliance with Americans with Disabilities Act, (ADA) the following information is provided: FAX Number 801-483-6060, TDD Number 801-467-1147, Contact person: Chris Merket.

END OF DOCUMENT

# **DOCUMENT 00 20 00**

## **INSTRUCTIONS TO BIDDERS**

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### **PART 1 GENERAL**

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#### **1.1 DESCRIPTION OF THE WORK**

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

#### **1.2 COPIES OF BID DOCUMENTS**

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

#### **1.3 PRE-BID CONFERENCE**

- A. If a pre-bid conference is held, the time, place and nature of the conference will be stated in the Invitation to Bid (Document 00 10 00). If a pre-bid conference is held, prompt attendance is required in order to submit a bid. If the Bidder misses any portion of the pre-bid conference, the OWNER has the right to disqualify the corresponding bid. Representatives of OWNER and ENGINEER will be present at the pre-bid conference to discuss the Project. The OWNER shall not be bound by any statements, representations, conclusions, or assumptions made by any party, whether oral or written, except for written statements that are issued in an Addendum or through Bonfire by the ENGINEER to all prospective bidders.

#### **1.4 PHYSICAL CONDITIONS**

- A. **In General:** Prior to submitting a Bid, each Bidder is responsible to review all available explorations, tests and data concerning surface conditions, subsurface conditions and Underground Facilities at or contiguous to the site, or otherwise, which may affect cost, progress, performance or furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- B. **Surface and Subsurface Conditions:** Provisions concerning surface and subsurface conditions, if any, are set forth in a document titled Geotechnical Data (Document 00 32 00). The document provides the identification of:
1. those reports of explorations and tests of subsurface conditions at the site which have been utilized in preparing the Contract Documents; and
  2. those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site which have been utilized in preparing the Contract Documents.
- C. **Underground Facilities:** Information and data indicated in the Contract Documents regarding Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities. The OWNER does not assume responsibility for the accuracy or completeness thereof other than as provided in paragraph 4.3A.2 of the General Conditions or unless expressly provided in the Modifications to General Conditions (Document 00 81 00).
- D. **Additional Explorations and Tests:** If feasible as determined by OWNER, the OWNER will provide each Bidder access to the site to conduct any explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall obtain all required permits, fill all holes, clean up and restore the site to its former condition upon completion of such explorations. By requesting such an exploration or test, Bidder agrees to release, indemnify, defend, and save the OWNER harmless from all costs damages and liabilities of any kind whatsoever, including reasonable attorneys' fees, which may arise in connection with or as a result of the performance of such explorations or tests.

## 1.5 COMPENSATION AND QUANTITIES

- A. **In General:** The bid price for any lump sum or unit price contract includes all labor, materials, and incidental work to fully complete the Work in a satisfactory manner under the terms of the Contract Documents. Bidders are responsible to inform themselves of the character of the Work to be performed.
- B. **Lump Sum Work:** If the Work is to be paid for on a lump sum basis, the lump sum will be the only sum paid.
- C. **Unit Price Work:** If any portion of the Work is to be paid for on a unit price basis, payment will cover only work actually performed and materials actually supplied at the unit prices bid and on the terms set forth in the Contract Documents, irrespective of any quantity approximations in the Bid Documents. Any quantity approximations in the Bid Documents are stated as a basis for determining bids, and do not fix the amount of Work to be done or materials to be furnished. Stated quantities are estimates for the purpose of doing the class of work required. Actual quantities will vary. The OWNER may deviate

in either direction from any indicated quantities. The Bidder shall have no claim for any variation in quantity, except to the extent permitted in the General Conditions.

## 1.6 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

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

of all specific conflicts, omissions, errors, or discrepancies in the Contract Documents, or if Bidder doubts their meanings.

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

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

#### **1.7 EFFECT OF SUBMITTING A BID.**

- A. Bidders are responsible to carefully examine the Contract Documents, visit the site, and fully inform themselves so as to include in the Bid a sum to cover the cost of all items. Bidder's failure or omission to receive or examine any form, instrument, addendum or other document, visit the site and become acquainted with existing conditions, or attend any pre-Bid Conference, shall in no way relieve Bidder from any obligations with respect to Bidder's Bid or the Construction Contract.
- B. By submitting a Bid, Bidder represents that Bidder has complied with all requirements of the Bid Documents; that the Bid is premised on properly performing and furnishing the Work required by the Contract Documents within the times specified; that the Bidder is informed of the conditions to be encountered and the character, quality and quantities of the Work; and that the Bidder believes the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- C. Submission of a Bid constitutes a promise that the Bidder will enter the Contract Documents in the form presented in the Contract Documents. Bidders should carefully examine all Contract Documents, including the required Bonds and insurance to be provided by the Bidder.
1. The Performance Bond is a guarantee of faithful performance of the requirements of the Contract Documents, including all applicable warranties. The Payment Bond is a guarantee of payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided in the Construction Documents.
  2. The sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the Work in the event that Contract Modifications, Change Orders or Addenda increase or decrease the total contract price. The sum of each bond shall be in an amount equal to the completed contract price at the

completion of the Work.

3. OWNER does not provide any release of Performance Bonds or Payment Bonds. The bonds are in effect throughout all periods during which a suit may be brought under the provisions of applicable law.
- D. By submitting a Bid, Bidder represents that the matters stated therein are true and correct.

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## **PART 2 BIDDING PROCEDURES**

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### **2.1 INTERPRETATIONS AND ADDENDA**

- A. All requests for interpretation of the Contract Documents shall be made in writing and delivered to the ENGINEER no later than seven (7) calendar days prior to opening of Bids. In the ENGINEER's discretion, ENGINEER will send the written interpretation to all persons receiving a set of Bid Documents in the form of an Addendum. If the ENGINEER does not respond to a Bidder's request for interpretation the Bidder shall comply with the intent and terms of the Contract Documents.
- B. No oral interpretations shall be made to any Bidder. The OWNER shall not be responsible for or bound by any statements, interpretations, explanations, representations, conclusions or assumptions made by any party, whether oral or written, except for written statements that are issued in an Addendum by the ENGINEER to all prospective bidders.
- C. Each statement made in an Addendum is part of the Contract Documents at the location designated in the Addendum. A statement issued in an Addendum shall have the effect of modifying a portion of the Bid Documents when the statement in the Addendum specifies a particular section, paragraph or text and states that it is to be so modified. Only the specified section, paragraph or text shall be so modified, and all other portions of the Bid Documents shall remain in effect.
- D. Bidders shall sign to acknowledge their receipt of all Addenda issued. Bidders shall also acknowledge receipt of all Addenda in the space provided in the Bid (Document 00 40 00).
- E. Except to postpone the Bid opening, no Addenda shall be issued within 48 hours of the Bid opening.

### **2.2 EQUIPMENT AND MATERIAL OPTIONS PRIOR TO BID OPENING**

- A. If a Bidder or Supplier wishes to supply a product other than that identified in the Contract Documents, said Bidder or Supplier shall submit a written request for approval to the

ENGINEER at least ten (10) calendar days prior to the date set for opening of bids.

- B. The procedure for submission of any such product option shall be as set forth in Article 6.4 of the General Conditions. It is the sole responsibility of the Bidder or Supplier to submit complete descriptive and technical information so that ENGINEER can make a proper appraisal.
- C. ENGINEER's failure to act upon such a request within five (5) days after receipt shall be deemed a denial thereof.
- D. Any such approval is at the sole discretion of the ENGINEER and will be in the form of an Addendum issued to all Bidder's holding Bid Documents indicating that the additional equipment or materials are approved as equal to those specified for the Project.
- E. The Construction Contract, if awarded, will be on the basis of materials and equipment specified in the Drawings and Specifications and any changes permitted in any Addenda.

## 2.3 **BID SECURITY**

- A. **Amount of Bid Security:** A Bid Security must accompany each Bid. The total amount of the Bid on which Bid security is to be based shall be the sum of all items of the Bid constituting the maximum amount of the possible award to the Bidder. The Bid Security amount must equal at least five (5) percent of the total amount of the Bid.
- B. **Form of Bid Security:** The Bid Security may be in the form of a certified check, cashier's check, cash, or Bid Bond. No other form of Bid Security will be accepted. A Bid Bond must be issued by a licensed Utah agency on behalf of a surety company licensed to do business in the State of Utah. A cashier's check must be drawn on a bank doing business in the State of Utah and made payable to OWNER. If a cashier's check is used in lieu of a Bid Bond, or if the Bid Bond does not specifically so provide, a certificate from an approved surety company guaranteeing execution of performance and payment bonds in the full amount of the bid must accompany the bid.
- C. **Purpose of Submission.** By submitting a Bid Security Bidder assures OWNER it will take all steps necessary to properly execute the Contract Documents.
- D. **Return of Bid Security:** OWNER will return Bid securities to Bidder after award of the Construction Contract. Bid Bonds of all Bidders will be held until the Construction Contract is awarded or all bids have been rejected. The liability of OWNER in regards to the checks shall be limited only to the return of the checks.
- E. **Default:** In the event of failure or refusal of the Bidder to enter into the Construction Contract and the delivery to the OWNER a Performance Bond, Payment Bond and any other Bonds or documents required by the Contract Documents after Notice of Intent to Award by the OWNER, the Bidder forfeits the sum of the Bid Bond or cashier's check as liquidated damages to the OWNER.

## 2.4 COMPLETING BID DOCUMENTS

- A. The General Conditions identify all forms comprising the Bid Documents. Additional copies may be obtained from the ENGINEER. The Bidder shall make no stipulations or alterations on the Bid forms. The Bidder must use and execute only the Bid form and Bid Schedules bound in the Contract Documents. Bidder shall complete and submit all forms included in the Bid Form Documents as the Bidder's Bid.
- B. The Bidder must fill in all items in the Bid Form Documents in ink or print. Furnish both the unit and total costs for each item in Bid Schedule (Document 00 41 00). The total Bid price is the full price for the performance of all work under the Contract Documents. Bidder shall initial in ink any corrections, interlineations, alterations, or erasures made by the Bidder on Bidder's entries in the Bid Documents.
- C. Any work or material which is specified in the Contract Documents or which is necessary because of the nature of the Work, but which is not listed separately in the Bid Schedule shall not be measured or paid for separately. The cost of such work or material shall be considered as included in the Contract Price.
- D. Bids by corporations must be executed in the corporate name by a corporate officer authorized to sign, and must be properly attested to as an official act of the corporation. At the OWNER's request, authority to sign shall be submitted.
- E. Bids by partnerships or joint ventures must be executed in the partnership or joint venture name and signed by a partner or joint venture whose title and official address must be shown. If a partnership or joint venture is the low bidder, the partnership or joint venture must also submit evidence to the OWNER of the responsibility of the partnership or joint venture as a bidder in the manner directed by the ENGINEER.
- F. Where the Bidder is wholly owned subsidiary of another company, the Bid must so state, and the owner or parent corporation also must agree to sign and be bound with the Bidder.
- G. All names must be typed or printed under or near the signature. Signatures shall be in longhand.
- H. The Bid shall contain an acknowledgment of receipt of all Addenda. The Addenda numbers must be filled in on the Bid form.
- I. The Bidder's address, telephone number, facsimile number, and email address for communications regarding the Bid must be shown on the first page of the Bid form.
- J. The divisions and sections of the specifications, and the identifications of any Drawings, shall not control Bidder in dividing the Work among subcontractors or suppliers, or delineating the Work to be performed by any specific trade.
- K. The base Bid and alternates shall include all Work required to be performed by the



Contract Documents.

## **2.5 CONFLICT OF INTEREST, SUBCONTRACTORS**

- A. Conflict of interest pertaining to Subcontractors is described in paragraph 6.5H of the General Conditions.
- B. Bidder shall not subcontract more than 75 percent of the dollar value of the total contemplated Work (exclusive of the supply of materials and equipment to be incorporated in the Work) without OWNER's prior written approval.

## **2.6 SUBMISSION OF BIDS**

- A. Bids shall be submitted at the time and place indicated in the Invitation to Bid and should be ONE PDF document. The PDF should be marked with Construction Contract name and number, the name of the Bidder, and the date and the opening time for Bids. It is the sole responsibility of the Bidder to deliver the Bid before the scheduled time.
- B. Bidder will make no recapitulations, stipulations, alterations, alternate submissions, or modifications in any manner to any of the Contract Documents.
- C. Bidder must submit a Bid by completing all of the Bid Form Documents and Bid Attachments, which are:
  - 1. Bid Security amount and Bidder's information in Bid (Document 00 40 00)
  - 2. The Bid portion of the Bid Schedule which is included in these Contract Documents, which shall be in the form of a lump sum, or in the form of unit pricing pursuant to the Bid Schedule (Document 00 41 00).
  - 3. The Bid Security (Document 00 42 00).
  - 4. Bidder Status Report (Document 00 45 20)
  - 5. Subcontractor and Supplier Report (Document 00 45 30)
  - 6. Preference System Checklist (Form 00 22 01) when required
- D. Alternate bids, other than those called for in the Bid Schedule, will not be considered.
- E. No oral, telegraphic, telephonic, facsimile or modified bids will be considered.
- F. Bids may be submitted directly to the City Recorder via email when indicated in the

Invitation to Bid. Bidder shall combine all Bid submittal documents to ONE PDF document when required to do so.

## **2.7 MODIFICATION AND WITHDRAWAL OF BIDS**

- A. At any time prior to the opening of Bids, Bids may be modified or withdrawn if a written notice of modification or withdrawal is signed by Bidder and delivered to the place where Bids are to be submitted. Bid Security will be returned upon proper withdrawal of a Bid prior to the time for Bid opening.
- B. Within 24 hours after Bids are opened, any Bidder may file written notice with OWNER that there was a substantial mistake made in the preparation of its Bid. Bidder must thereafter promptly demonstrate Bidder's mistake. The OWNER has sole discretion to determine whether to permit any modification or withdrawal or the return of any Bid Security.
- C. When it appears a mistake has been made, or when the OWNER desires an assurance of any matter, the OWNER may request a Bidder to confirm the Bid in writing.

## **2.8 OPENING OF BIDS**

- A. Bids will be opened and read aloud publicly unless obviously non-responsive. An abstract of the amounts of the base schedule of prices and any alternate schedules will be made available for review after the opening of Bids.
- B. Any Bids received after the time specified in the Invitation to Bid will be returned unopened.
- C. Bids may be opened internally when indicated in the Invitation to Bid.

## **2.9 BIDS SUBJECT TO ACCEPTANCE FOR 45 DAYS**

- A. All bids remain subject to acceptance for 45 days after the day of the Bid opening. OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

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## **PART 3 EVALUATION AND AWARD**

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### **3.1 EVALUATION OF BIDDER'S QUALIFICATIONS**

- A. Within seven (7) calendar days of ENGINEER's request, a Bidder, whose Bid is under consideration for award shall submit to the ENGINEER the following information for the Bidder. ENGINEER may request like information on Bidder's Subcontractors, Bidder's Suppliers or any other information the ENGINEER may require.

1. A current financial statement for the Work (as provided to bonding company);
  2. A chronological list of "in progress" and "completed" construction work done by Bidder during the last 3 years; including project name, address, owner, contract name, and current telephone number;
  3. Present construction commitments other than items listed in paragraph 2 above;
  4. Proposed organizational structure such as firm ownership, project manager, progress scheduler, and superintendent for the Work of this Project;
  5. Owned and rented equipment which is to be used to do the Work;
  6. Investigations, arbitration, litigation or claims which are pending, threatened, settled or otherwise disposed of within the last three (3) years;
  7. Evidence of ability to perform and complete the Work in a manner and within the time limit specified. As a minimum, identify specific experience on projects similar to the Work in physical size, cost, and commercial nature. If the work experiences of the project manager and superintendent designated to construct this project are different than that of the company, provide resumes of their work history. Include their actual project titles and indicate their actual responsibilities on each given project;
  8. All matters consistent with federal, state and local Laws and Regulations; and
  9. Such other data as may be called by the ENGINEER.
- B. If Bidder believes any information should be held confidential for business reasons, Bidder must submit a written claim of business confidentiality for that particular information and include a specific statement of the reasons supporting the claim pursuant to Utah Code Ann. § 63-2-308.
- C. Untimely response or failure to provide the requested information by Bidder will release OWNER of any obligation to further consider the Bidder's Bid.

### **3.2 EVALUATION OF BIDS**

- A. OWNER reserves the right: to reject any and all Bids or any part thereof; to waive any informalities in the Bid Schedule and elsewhere; to negotiate and agree to contract terms with the successful Bidder; to disregard non-conforming, non-responsive, unbalanced or conditional Bids; and to withhold the award for any reason deemed in the best interests of the OWNER.

- B. OWNER reserves the right to reject any Bid if OWNER believes that it would not be in the best interest of the Project or the OWNER. Without limitation, such rejection may be because the Bid is not responsive, or the Bidder is unqualified or of doubtful ability or the Bid or Bidder fails to meet any other pertinent standard or criteria established by OWNER.
- C. If the OWNER intends to make an award to a Bidder, a Notice of Intent to Award will be issued.
- D. OWNER may consider all information which OWNER believes is relevant when evaluating a Bid, including, without limitation:
  - 1. The qualifications and experience of the Bidder and of the Subcontractors, Suppliers, and other persons and organizations proposed (whether or not the Bid otherwise complies with the prescribed requirements).
  - 2. Such alternates, unit prices and other data, as may be requested in the Bid Form, Bid Schedule, or written requests issued prior to OWNER's Notice of Intent to Award the Construction Contract.
  - 3. Operating costs, maintenance requirements, performance data, and guarantees of ability to provide the required materials and equipment.
  - 4. Corporate organization and capacity for any party.
  - 5. Ability to perform and complete the Work in the manner and within the time specified.
  - 6. Pending litigation.
  - 7. Compliance with pre-bid and Bid requirements and instructions.
  - 8. The amount of the Bid.
  - 9. Proper licensing to do the Work in compliance with licensing laws of the State of Utah for contractors and subcontractors.
  - 10. All other relevant matters, consistent with OWNER's procurement code and administrative rules, OWNER's ordinances and program policies.
- E. To establish qualifications of Bidder, OWNER may request such data indicated in the Bid Documents, conduct such investigations as OWNER deems appropriate, and consider any other information (whether obtained from the Bid, the Bidder, or any other source).

- F. If the Construction Contract is to be awarded, it will be awarded to the lowest bid, most responsive qualified, and responsible Bidder as determined by the OWNER. Alternates may be accepted depending upon availability of OWNER's funds and as determined by the OWNER. Accepted alternates will be considered in determining the most responsive, qualified, and responsible Bidder.
- G. Bid Schedules will be evaluated as follows:
  - 1. Discrepancies in the multiplication of quantities of Work items and unit prices will be resolved in favor of the unit prices. OWNER may correct Bid Schedule calculation errors accordingly.
  - 2. Prices written out in words shall govern over prices written out in numbers.
  - 3. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
  - 4. Bids shall not contain any recapitulations of or changes in the work to be done.
- H. The OWNER, in the OWNER's sole discretion, shall make determinations as to disqualification of Bidders or rejection of Bids. Such matters may include, without limitation, submission of more than one Bid by the Bidder (whether under the same or different names); evidence of collusion among Bidders; other commitments of Bidder which, in the OWNER's sole judgment, might hinder the Work; previous defaults, Bid irregularities when not waived in the best interests of the OWNER, delays or poor performance by Bidder on any project; official action against Bidder; and any other cause which, in the OWNER's sole discretion and judgment, is sufficient to justify disqualification of a Bidder or rejection of a Bid.

### **3.3 ADJUSTMENTS TO THE COST OF THE WORK AFTER OPENING OF BIDS**

- A. The Contract Price identified in the Agreement represents the cost of the work which is to be paid by the OWNER to the CONTRACTOR.
- B. Adjustments to the Contract Price which are agreed to between the OWNER and the successful Bidder shall be effected by signing an Agreement Supplement.

### **3.4 SUBSTITUTIONS**

- A. The Construction Contract, if awarded, will be on the basis of materials and equipment described in the Drawings, Specifications and any Addenda.
- B. After the Effective Date of the Construction Contract, the procedure for submitting an application for substitution is set forth in Article 6.4 of the General Conditions.

### 3.5 SUBMITTALS REQUIRED FOR AWARD OF CONTRACT

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

### 3.6 SIGNING OF AGREEMENT

- A. OWNER furnishes the Construction Contract within 14 days after receiving the required Agreement Attachments. The Bidder shall pick up, sign and return to OWNER within 3 days the required number of copies of the Construction Contract. A minimum of three (3) originals will be signed and returned to the OWNER. One executed original will be returned to the Bidder. Bidder shall comply with all execution requirements.
- B. All of Bidder's executions and submittals must be delivered to the OWNER before OWNER will furnish the Construction Contract. The Construction Contract will not be deemed awarded and shall not be binding on the OWNER until it has been approved and executed by the OWNER, and a fully executed copy is formally delivered to the CONTRACTOR. The OWNER reserves the right to rescind its Notice of Intent to Award without liability, except for the return of Bidder's Bid Security, at any time before the Construction Contract has been fully executed by all parties and delivered to the CONTRACTOR.
- C. Transfers, delegations or assignments of interests in the Contract Documents are prohibited, unless prior written authorization is received from the OWNER.
- D. At the time of Bidding, and the signing of the Agreement, and at all times during the Work, Bidder shall be properly licensed to do the Work and shall be in compliance with the license laws of the State of Utah, South Salt Lake City, and Salt Lake County. The

Bidder shall also require all Subcontractors to do the same.

- E. If a Bidder fails to fully and properly execute the Construction Contract and provide all submittals required therewith within five (5) days after the date of the Construction Contract, the OWNER may elect to rescind the Notice of Intent to Award, and the OWNER shall be entitled to the full amount of Bidder's Bid Security, not as a penalty, but in liquidation of and compensation for damages sustained. In the OWNER's sole discretion, a Notice of Intent to Award may then be provided to another bidder whose Bid is most advantageous to the OWNER, price and other factors considered.

END OF DOCUMENT

## **DOCUMENT 00 20 01 MODIFICATIONS TO INSTRUCTIONS TO BIDDERS**

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

Add the following paragraph to article 1.1

### **1.1 DESCRIPTION OF WORK**

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

Add the following paragraph to article 1.2

### **1.2 COPIES OF BID DOCUMENTS**

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

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

### **2.2 EQUIPMENT AND MATERIAL OPTIONS PRIOR TO BID OPENING**

- A. If a Bidder or Supplier wishes to supply a product other than that identified in the Contract Documents, said Bidder or Supplier shall submit a written request for approval to the ENGINEER at least five (5) calendar days prior to the date set for opening of bids.

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

### **2.2 EQUIPMENT AND MATERIAL OPTIONS PRIOR TO BID OPENING**

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



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

### **3.1 EVALUATION OF BIDDER'S QUALIFICATIONS**

- A. Within five (5) calendar days of ENGINEER's request, a Bidder, whose Bid is under consideration for award shall submit to the ENGINEER the following information for the Bidder. ENGINEER may request like information on Bidder's Subcontractors, Bidder's Suppliers or any other information the ENGINEER may require.
1. A current financial statement for the Work (as provided to bonding company);
  2. A chronological list of "in progress" and "completed" construction work done by Bidder during the last 3 years; including project name, address, owner, contract name, and current telephone number;
  3. Present construction commitments other than items listed in paragraph 2 above;
  4. Proposed organizational structure such as firm ownership, project manager, progress scheduler, and superintendent for the Work of this Project;
  5. Owned and rented equipment that is to be used to do the Work;
  6. Investigations, arbitration, litigation or claims which are pending, threatened, settled or otherwise disposed of within the last three (3) years;
  7. Evidence of ability to perform and complete the Work in a manner and within the time limit specified. As a minimum, identify specific experience on projects similar to the Work in physical size, cost, and commercial nature. If the work experiences of the project manager and superintendent designated to construct this project are different than that of the company, provide resumes of their work history. Include their actual project titles and indicate their actual responsibilities on each given project;
  8. All matters consistent with federal, state and local Laws and Regulations; and
  9. Such other data as may be called by the ENGINEER.

Add the following paragraph to article 3.2.

### **3.2 EVALUATION OF BIDS**

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

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

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

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

### **3.6 SIGNING OF AGREEMENT**

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

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

### **3.6 SIGNING OF AGREEMENT**

- E. If a Bidder fails to fully and properly execute the Construction Contract and provide all submittals required therewith within five (5) days after the date of the Notice of Intent to Award, the OWNER may elect to rescind the Notice of Intent to Award, and the OWNER shall be entitled to the full amount of Bidder's Bid Security, not as a penalty, but in liquidation of and compensation for damages sustained. In the OWNER's sole discretion, a Notice of Intent to Award may then be provided to another bidder whose Bid is most advantageous to the OWNER, price and other factors considered.

Form 00 22 01

### **Preference System Checklist**

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

Yes No

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

END OF DOCUMENT

# **DOCUMENT 00 20 02**

## **BID SUBMITTAL CHECKLIST**

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### **PART 1 BID INFORMATION**

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#### **1.1 BIDDER**

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

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### **PART 2 CHECKLIST**

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#### **2.1 DISCLAIMER**

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

#### **2.2 CHECKLIST**

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

END OF DOCUMENT

**DOCUMENT 00 40 00**  
**BID**

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**PART 1    GENERAL**

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**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

**South Salt Lake City Engineering Project**

- B. The undersigned proposes to complete the Work for the price or prices listed in the Bid Schedule (Document 00 41 00) and understands that quantities for Unit Price Work are not guaranteed.
- C. The undersigned proposes to furnish bonds with the Contract, signed by a surety company satisfactory to the OWNER, in an amount equal to the Contract amount conditioned to insure compliance with all requirements of the Contract Documents.
- D. The undersigned encloses a certified check, cashier's check, cash, or a Bid Bond for

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

which is (five (5) percent of the Bid amount) payable to the OWNER, as a guarantee of good faith, and which it is agreed will be forfeited to the OWNER as liquidated damages in the event of the failure of the undersigned to enter into a contract and furnish satisfactory bonds to the OWNER.

- E. The undersigned proposes to execute the attached contract within five (5) days after the Notice of Intention to Award, and to begin work within ten (10) days after being notified to do so by the OWNER.
- F. If OWNER finds it necessary to further define the Work, Contract Price, Contract Time or some other portion of the Construction Contract, after Bid opening, the Bidder promises to execute an Agreement Supplement prior to or concurrent with the execution of the Agreement, if the Agreement Supplement is acceptable to the Bidder.
- G. It is understood that the OWNER has the right to reject this proposal or to accept it at the prices listed in the Bid Schedule.

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## **PART 2 EXECUTION**

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### **2.1 BIDDER**

A. The Bidder is as follows

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

Tax identification number: \_\_\_\_\_

B. Bidder holds license number \_\_\_\_\_, issued on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Utah State Department of Commerce, Division of Occupational and Professional Licensing. Bidder is licensed to practice as a \_\_\_\_\_ Contractor. License renewal date is the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

C. The undersigned hereby acknowledges receipt of the following Addenda.

\_\_\_\_\_  
(list Addenda numbers here)

### **2.2 BIDDER'S SUBSCRIPTION**

A. Date: \_\_\_\_\_

B. Bidder's Signature: \_\_\_\_\_

C. Please print Bidder's name here: \_\_\_\_\_

D. Title: \_\_\_\_\_

END OF DOCUMENT

# **DOCUMENT 00 41 00**

## **BID SCHEDULE**

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### **PART 1 GENERAL**

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#### **1.1 DOCUMENT INCLUDES**

- A. Price schedules.
- B. Measurement and payment provisions.

#### **1.2 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as  
**900 West Parking Lot**

#### **1.3 REFERENCES**

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

#### **1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT**

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

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### **PART 2 PRICE SCHEDULES**

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#### **2.1 BASE BID and ADDITIVE ALTERNATES**

- A. Location: The Base Bid covers work at the existing fire station (3265 S 900 W) and the adjacent lot (3291 S 900 W).  
  
**Bid Schedule** – Covers work on 2 lots in South Salt Lake City. (See Project Map and Bid Schedule Form 00 41 01 for details).
- B. Additive Alternates: NONE.

#### **2.2 Bid Schedule (Form 00 41 01)**



**Bid Schedule:**

Item No.	Spec. No.	Approx. Quantity	Item Unit	Item Description (with Unit Bid Price written in words)	Unit Bid Price	Amount
1	01 31 13	1	LS	Coordination		
2	01 55 26	1	LS	Traffic Control		
3	01 71 13	1	LS	Mobilization		
4	02 41 14	47	LF	Remove existing curb & gutter		
5		1	LS	Demo existing precast concrete wall panels as required		
6	31 23 16	955	CY	Excavate & backfill native material		
7	32 19 13	25	CY	Furnish & install screened topsoil		
8	32 11 23	1,300	TN	Furnish and install road base (8" thick in parking lot area, to final grade in unpaved area)		
9	32 12 05	390	TN	Furnish and install new asphalt, 3" thick; ½" PG 58-28 75 Gyro 15% RAP content		
10	26 05 00	4	EA	Furnish & install new 25-foot light pole including pole base and light fixture, complete		
11	26 05 13	700	LF	Furnish & install 1 x 2-inch conduit with 2#8 THW power wire & 1# THW GND wire, 1x2" conduit w/ 1 CAT6 camera wire		
12	32 16 13	65	EA	Install new 24" Curb & Gutter		
13	03 20 00	1	LS	Install new concrete driveway (6-inch deep) w/ #4 bars @ 12" O.C.		
14	32 17 23	1	LS	Pavement marking as shown and dimensioned on plans		
15	32 93 13	1	LS	Reseed retention basin with approved seed mix & install coconut fiber blanket (approx.. 2750 S.F.) for erosion control		

Total: \_\_\_\_\_

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## **PART 3 MEASUREMENT AND PAYMENT**

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### **3.1 GENERAL**

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

### **3.2 BID ITEMS**

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

#### **1. Coordination**

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

#### **2. Traffic Control**

- a. APWA Standard Specification Reference: APWA 01 55 26. Project Special Provision Reference: Section 01 55 26
- b. Measurement: Lump Sum
- c. Payment Covers: Costs associated with all materials, labor, equipment, rental costs, barricades, flagging, signs, temporary striping, detours, and any incidental to safely control traffic in accordance with the most recent version of the Manual of Uniform Traffic Control Devices (MUTCD). This item also includes

pedestrian traffic control to maintain sidewalk and residence access, and ensure pedestrian safety, and additional signing as needed to maintain business access throughout the project as required by the contract documents.

- d. Price includes all costs to have traffic control plans prepared and stamped by a professional engineer licensed in the State of Utah, and approved by the owner and engineer. No additional payment will be made to revise plans to comply with The City of South Salt Lake requirements, and/or the MUTCD.
- e. Payment is prorated by the total dollar amount of work completed at the time the partial estimate is processed as a percentage of the original contract amount.

### **3. Mobilization**

- a. APWA Standard Specification References: APWA 01 71 13, APWA 01 31 13, APWA 01 57 00. Project Special Provision References: Section 00 72 00, Section 01 31 13 Do not exceed 10% of the total contract dollar amount.
- b. Measurement: Lump Sum.
- c. Payment Covers: Cost of mobilization, demobilization, installation of temporary facilities, modifying and maintaining project sponsorship signs, site pre-construction video (digital recording is acceptable), and all necessary permits from The City of South Salt Lake and other applicable entities, and bringing all necessary construction equipment to the site.
- d. Includes all necessary coordination with the Owner, Owner's Public Involvement Consultant, Engineer, Utilities, Private Property Owners, and Business Owners etc.
- e. Includes attendance and periodic public information meetings with the engineer, the owner, and the owners public involvement representative, as needed to address questions and concerns about the project during construction.
- f. Includes application for, and obtaining SWPPP permit, compliance with City MS4 permit requirements, and all surface and subsurface temporary controls and removal thereof upon completion of the project. Includes inlet protections, silt fence, erosion control, sediment control, watering and dust control, control and cleanup of off site tracking of dirt and other construction debris.
- g. Includes obtaining City Right-of-Way and Excavation Permit. The City will waive the permit fees for these permits.
- h. Payment includes all fees / rental costs to obtain a hydrant meter(s) and/or

other Temporary Retail Service Connection from local water purveyor.

- i. Includes contractor provided independent materials testing as required by the 2017 APWA specifications, or within the UDOT right of way, where testing must comply with the UDOT 2017 Standard Specifications; and providing a copy of all acceptance test reports to the engineer for review.
- j. Payment will be made on a percentage basis as follows:

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

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

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

#### **4. Remove Existing Curb & Gutter**

- a. Project Specification References: APWA 02 41 14.
- b. Measurement: Linear foot
- c. Payment Covers: All costs associated with materials, labor, equipment, and tools as required for Remove existing curb & gutter.

## **5. Demo Existing Precast Concrete Walls As Required**

- a. Measurement: Lump Sum
- b. Payment Covers: All costs associated with materials, labor, equipment, and tools as required for Demo of existing precast concrete wall and installation of columns and precast elements as required to return wall to functional condition.

## **6. Excavate & Backfill Native Material**

- a. Project Specification References: APWA 31 23 16.
- b. Measurement: Cubic Yard
- c. Payment Covers: All costs associated with materials, labor, equipment, and tools as required for Excavate & backfill native material.

## **7. Furnish & Install Screened Topsoil**

- a. Project Specification References: APWA 32 19 13.
- b. Measurement: Cubic Yard
- c. Payment Covers: All costs associated with materials, labor, equipment, and tools as required for Furnish & install screened topsoil.

## **8. Furnish & Install Roadbase**

- a. Project Specification References: APWA 32 11 23.
- b. Measurement: Ton
- c. Payment Covers: All costs associated with materials, labor, equipment, and tools as required for Furnish & install roadbase

## **9. Furnish & Install New Asphalt**

- a. Project Specification References: APWA 32 12 05.

- b. Measurement: Ton
- c. Payment Covers: All costs associated with materials, labor, equipment, and tools as required for Furnish & install new asphalt.
- d. Asphalt to comply with ½” PG 58-28 75 Gyro 15% RAP content. Other asphalt kinds to be approved by city of South Salt Lake.

**10. Furnish & install new 25-foot light pole including pole base and light fixture, complete**

- a. Project Specification References: APWA 26 05 00.
- b. Measurement: Each
- c. Payment Covers: All costs associated with materials, labor, equipment, and tools as required for Furnish & install new 25-foot light pole including pole base and light fixture, complete.

**11. Furnish & install 1 x 2-inch conduit with 2#8 THW power wire & 1# THW GND wire, 1x2" conduit w/ 1 CAT6 camera wire**

- a. Project Specification References: APWA 26 05 13.
- b. Measurement: Linear foot
- c. Payment Covers: All costs associated with materials, labor, equipment, and tools as required for Furnish & install 1 x 2-inch conduit with 2#8 THW power wire & 1# THW GND wire, 1x2" conduit w/ 1 CAT6 camera wire.
- d. Measured quantity includes double run of 2” conduit (one conduit dedicated for power and ground wires and other conduit for camera wire) and associated wire quantities.

**12. Install new 24” Curb & Gutter**

- a. Project Specification References: APWA 32 16 13.
- b. Measurement: Linear foot
- c. Payment Covers: All costs associated with materials, labor, equipment, and

tools as required for Install new 24" Curb & Gutter.

**13. Install new concrete driveway (6-inch deep) w/ #4 bars @ 12" O.C.**

- a. Project Specification References: APWA 03 20 00.
- b. Measurement: Lump Sum
- c. Payment Covers: All costs associated with materials, labor, equipment, and tools as required for Install new concrete driveway (6-inch deep) w/ #4 bars @ 12" O.C.

**14. Pavement Marking as Shown and Dimensioned on Plans**

- a. Project Specification References: APWA 32 17 23.
- b. Measurement: Lump Sum
- c. Payment Covers: All costs associated with materials, labor, equipment, and tools as required for Pavement marking as shown and dimensioned on plans.

**15. Reseed retention basin with approved seed mix & install coconut fiber blanket (approx.. 2750 S.F.) for erosion control**

- a. Project Specification References: APWA 32 93 13.
- b. Measurement: Lump Sum
- c. Payment Covers: All costs associated with materials, labor, equipment, and tools as required for Reseed retention basin with approved seed mix & install coconut fiber blanket (approx.. 2750 S.F.) for erosion control.

END OF DOCUMENT

**DOCUMENT 00 42 00**  
**BID SECURITY**

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

END OF DOCUMENT



**DOCUMENT 00 45 20**  
**BIDDER STATUS REPORT**

**PART 1 GENERAL**

**1.1 BIDDER**

- A. Name: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
\_\_\_\_\_
- C. Telephone number: \_\_\_\_\_

**1.2 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known  
**900 West Parking Lot**

**PART 2 REPORT**

**2.1 BIDDER STATUS REPORT**

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

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

\* PARENT COMPANY:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

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**PART 3 EXECUTION**

---

**3.1 EFFECTIVE DATE**

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

**3.2 BIDDER'S SUBSCRIPTION**

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

END OF DOCUMENT

**DOCUMENT 00 45 30**  
**SUBCONTRACTOR AND SUPPLIER REPORT**

**PART 1    GENERAL**

**1.1    BIDDER**

- A. Name: \_\_\_\_\_
- Address: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- B. Telephone Number: \_\_\_\_\_
- Email Address: \_\_\_\_\_

**1.2    CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as  
900 West Parking Lot

**PART 2    REPORT**

**2.1    SUBCONTRACTOR AND SUPPLIER REPORT**

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

**Table 1 - BASE BID**

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

---

**PART 3 EXECUTION**

---

**3.1 EFFECTIVE DATE**

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

**3.2 BIDDER'S SUBSCRIPTION**

- A. Bidder's signature: \_\_\_\_\_
- B. Please print Bidder's name here: \_\_\_\_\_
- C. Title: \_\_\_\_\_

END OF DOCUMENT

**DOCUMENT 00 50 00**  
**AGREEMENT**

ON this \_\_\_\_ day of \_\_\_\_\_, 2025, this Agreement (“Agreement”) is entered into between the City of South Salt Lake (“CITY”) and \_\_\_\_\_ (“CONTRACTOR”) regarding the “2025 South Salt Lake City 900 West Parking Lot Project” (“Project”). CITY and CONTRACTOR agree as follows:

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**PART 1 GENERAL**

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**1.1 THE PROJECT.**

CONTRACTOR shall complete the Project that is generally described as:

Construction of a city facility at 3291 S 900 West. The scope of work includes grading, concrete curb and gutter, asphalt, stormwater retention and overhead lighting.

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

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the completion of the Project as is ordinarily possessed and exercised by a member of the same profession who is currently practicing under similar circumstances.

CONTRACTOR shall furnish all labor, equipment, tools, and machinery necessary to complete the Project.

**1.2 SCOPE OF WORK.**

The Scope of Work to be performed by CONTRACTOR is outlined in the project plans and bid schedule. See Project Plans and bid schedule for scope of work.

**1.3 CITY REPRESENTATIVE.**

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

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**PART 2 TIME AND MONEY CONSIDERATIONS**

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**2.1 TIME TO COMPLETION OF AGREEMENT.**

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

**2.2 TIME OF THE ESSENCE/LIQUIDATED DAMAGES.**

Time is of the essence to complete the Project. CITY will suffer financially if the Project is not completed on time. Due to the difficulty to quantify the damage to CITY if the Project is not completed on schedule, CONTRACTOR agrees to pay CITY **\$1000.00** as liquidated damages for each day the Project continues beyond the date set forth in paragraph 2 without substantial completion (unless the date is extended by amendment to this Agreement).

**2.3 CONTRACT PRICE/PAYMENT.**

- A. Compensation: The contract price is \$ \_\_\_\_\_. No additional amounts shall be owed by CITY. Any additional Compensation must be authorized by the Mayor. CITY reserves the right, pursuant to Utah Code Ann. § 13-8-5 to hold as retainage up to five percent (5%) of the contract

price until all work is completed to its satisfaction. The Contractor agrees to receive payment only upon completion of the Project.

**B. Method and Time of Payment:**

- i. CONTRACTOR shall submit monthly invoices to the CITY for work completed to date. All such invoices shall (a) provide an itemization of Services performed during the previous month, (b) indicate the percentage of each Service that has been completed by CONTRACTOR as of the date of the invoice, and (c) indicate the total amount charged for each Service during the previous month.
- ii. CITY shall reimburse CONTRACTOR within thirty (30) calendar days after the receipt of each invoice.
- iii. CONTRACTOR shall maintain complete records of all costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of the CITY for inspection and audit.

- C. Compensation After Termination: In the event that this Agreement is terminated as provided below, the CONTRACTOR shall be compensated for all hours worked and other expenses incurred under this Agreement prior to the date of receipt of the termination notice or other termination date specified in such notice. The CONTRACTOR and any of its subcontractors, agents and legal representatives agree to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement.

**2.4 TAXES.**

The CITY is a sales tax-exempt entity, with a sales and use tax exemption number of 11762769-200-STC. As such, sales and use tax is not applicable to orders placed by the CITY.

**2.5 CONTRACTOR'S AWARENESS OF CONTRACT TERMS AND SITE CONDITIONS.**

CONTRACTOR acknowledges the following: (1) it has reviewed this Agreement with all its addenda and agrees that it is generally sufficient to furnish understanding of all terms and conditions necessary to perform the Project; (2) it understands the rising and falling price of goods and materials, and by accepting the contract price above, it accepts the risk or the benefit of such market shifts; (3) it has visited the Project site, is familiar with it and is satisfied with site conditions and weather conditions that may affect the cost, progress or performance of the Project; (4) it is familiar with all local, state and federal laws and regulations that may affect the cost, progress or performance of the Project; (5) it has performed any explorations or tests necessary to become familiar with the subsurface conditions at the site that may affect the cost, progress or performance of the Project; and (6) it is familiar with all physical conditions relating to existing surface and subsurface conditions, including utilities, which are at or contiguous to the site that may affect the cost, progress or performance of the Project and assumes all responsibility for timely and accurate location of all underground facilities.

**2.6 INSURANCE.**

- A. Before the Project is initiated CONTRACTOR shall deliver to CITY a certificate of insurance demonstrating that CONTRACTOR has in effect liability and other insurance appropriate to provide protection from claims arising from the Project resulting from the acts or omissions of CONTRACTOR, its agents or employees and all subcontractors or suppliers as well as their agents

or employees, for whom CONTRACTOR may be liable. The certificate of insurance will demonstrate that CONTRACTOR has, at minimum the following types of insurance coverage:

- i. Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than \$1,000,000 for each: accident, disease, and employee. No owner or officer may be excluded; or if any exclusions exist, no excluded proprietor, partner, executive officer, or member, may perform any work pursuant to this agreement.
- ii. General Liability Insurance: Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products-completed operations, blanket contractual, broad form property damage, personal and advertising injury, independent contractors and sudden and accidental pollution liability (pollution liability arising out of a hostile fire) with not less than \$2,000,000 per occurrence limit combined bodily injury and property damage, with not less than \$3,000,000 aggregate limit, provided the general policy aggregate shall apply separately to the Contractor on a per project basis. (For large public works projects such as construction of streets, the per occurrence limit could require \$5,000,000 and a \$10,000,000 Aggregate limit.) Any aggregate limit that does not apply separately to the premises shall be at least double the required per occurrence limit.
- iv. Professional Liability (Errors & Omissions): Professional Liability Insurance (Errors & Omissions insurance) for CONTRACTOR' s liability arising out of the rendering of professional services, including faulty workmanship, or any other professional service, including construction management and design related work in an amount not less than \$2,000,000 each claim, \$3,000,000 aggregate. (For large public works projects such as construction of streets, the per occurrence limit could require \$5,000,000 and a \$10,000,000 Aggregate limit.) CONTRACTOR shall provide a certificate of insurance verifying coverage for a period of not less than three years after project completion.
- v. Automobile liability insurance: Automobile liability insurance for the CONTRACTOR' s liability arising out of the use of owned (if any), leased (if any), non-owned and hired vehicles of the CONTRACTOR, with no less than one million (\$1,000,000.00) limit per accident for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable. All owned and/or leased automobiles shall be covered using symbol "1" (any auto).

B. Endorsements:

- i. Additional Insured Endorsements: All policies of liability insurance, except Professional Liability or Errors and Omissions Liability, required to be maintained by the CONTRACTOR shall be endorsed to name the CITY as an additional insured for ongoing operations (ISO CG 20 10 or equivalent) and completed operations (ISO CG 20 37 or equivalent) (except for insurance policies required in Sections 12(A), and (C)).
- ii. Primary and Non-Contributory Endorsements: The CONTRACTORs insurance coverage shall be a primary insurance as respects to the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR' s insurance and shall not contribute with it.



iii. Waiver of Subrogation Endorsements: The CONTRACTOR hereby waives any and every claim for recovery from the CITY, Lenders and their respective officers and employees for any and all loss or damage covered by any of the insurance policies to be maintained under this Agreement to the extent that such loss or damage is recovered under any such policy. To the extent the foregoing waiver, except Professional Liability or Errors and Omissions Liability, would preclude coverage under any insurance required by Section 12, the CONTRACTOR shall give written notice of the terms of such waiver to each insurance company which has issued, or which may issue in the future, any such policy of insurance (if such notice is required by the insurance policy) and shall cause each such insurance policy to be properly endorsed, or to otherwise contain one or more provisions that prevent the invalidation of the insurance coverage by reason of such a waiver.

C. Excess/Umbrella Liability Insurance: The amounts of insurance required in the foregoing subsections may be satisfied by the CONTRACTOR purchasing coverage in the amounts specified or by any combination of primary and excess or umbrella insurance, so long as the total amount of insurance meets the required limits specified above. Evidence of excess liability or umbrella policies shall include a schedule of underlying coverages.

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

## **2.7 PERFORMANCE AND PAYMENT BONDS.**

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

## **2.8 CITY'S DUTY TO PROVIDE THE SITE.**

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

## **2.9 PROTECTION OF PERSON AND PROPERTY.**

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

## **2.10 SUPERVISION/LABOR/SUBCONTRACTORS.**

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

#### **2.11 MATERIAL AND EQUIPMENT/WARRANTY.**

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

#### **2.12 INDEMNIFICATION.**

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

#### **2.13 VARIATIONS IN THE PROJECT.**

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

#### **2.14 CHANGE ORDERS.**

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

#### **2.15 DELAYS.**

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

CONTRACTOR, an extension of the contract time in an amount equal to the time lost due to the delay shall be the sole remedy.

### **2.16 INSPECTIONS.**

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

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## **PART 3 EXECUTION**

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### **3.1 STOPPING THE PROJECT.**

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

### **3.2 DEFECTIVE WORK.**

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

### **3.3 COMPLETION.**

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

### **3.4 STATUS VERIFICATION SYSTEM.**

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

### **3.5 FINAL PAYMENT.**

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

### **3.6 COMPLIANCE WITH THE LAW.**

The parties shall comply with all applicable local laws, Utah laws, including the Utah Data Privacy Act and federal laws and regulations in the performance of the obligations under this Agreement.

**3.7 PUBLIC CONTRACT BOYCOTT RESTRICTIONS.**

In accordance with Utah Code 63G-27 et seq., CONTRACTOR certifies that it is not currently engaged in any “economic boycott” nor a “boycott of the State of Israel” as those terms are defined in Section 102. CONTRACTOR further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the OWNER in writing.

**3.8 ELECTRONIC COPIES.**

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

**3.9 RESOLVING DISPUTES.**

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

**3.10 THE AGREEMENT.**

This Agreement shall consist of the following documents:

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

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

\*\*\*Signatures appear on next page\*\*\*

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

For CONTRACTOR:

For CITY:

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
(signature) (signature)

\_\_\_\_\_  
(type or print) Mayor

Title: \_\_\_\_\_

Witness: \_\_\_\_\_ Attest: \_\_\_\_\_  
(signature) (signature)

\_\_\_\_\_  
(type or print) City Recorder

Approved as to form:

\_\_\_\_\_  
City Attorney

END OF DOCUMENT

**DOCUMENT 00 60 50**

**E-VERIFY CERTIFICATION**

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

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

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

E-Verify Number

\_\_\_\_\_

{AFFIX}  
corporation  
{CORPORATE}

Contractor (Name of sole ownership,

\_\_\_\_\_  
or partnership)

{SEAL}  
{HERE}

(Signature of Authorized Representative)

Title:

**DOCUMENT 00 61 00**  
**PERFORMANCE BOND**

**PART 1   GENERAL**

**1.1   BOND**

A. Number: \_\_\_\_\_.

B. Amount: \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

**1.2   SURETY**

A. Name: \_\_\_\_\_

B. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Telephone number: \_\_\_\_\_.

D. Facsimile number: \_\_\_\_\_.

**1.3   CONTRACTOR**

A. Name: \_\_\_\_\_

B. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Telephone number: \_\_\_\_\_.

D. Facsimile number: \_\_\_\_\_.

**1.4   OWNER**

A. The City of South Salt Lake.

**1.5   CONSTRUCTION CONTRACT**

A. The Construction Contract is known as

## **1.6 DEFINED TERMS**

- A. Terms used in this Performance Bond which are defined in Article 1.1 of the General Conditions will have the meanings indicated in the General Conditions.

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## **PART 2 COVENANTS**

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### **2.1 SURETY'S AND CONTRACTOR'S RELATIONSHIP**

- A. Surety as surety, and CONTRACTOR as principal, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER as obligee, for the performance of the Construction Contract, whether awarded or about to be awarded.
- B. If CONTRACTOR performs the Construction Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences indicated in Article 2.3.

### **2.2 NOTICE**

- A. Notice to the Surety, the OWNER or the CONTRACTOR shall be sent by certified mail, email, facsimile, or hand delivered to the address shown on this Bond agreement.
- B. Notices sent as required by paragraph 2.2A shall be effective on the date on which such notice was sent.
- C. Notice may be sent by facsimile. Facsimile notice shall be effective on the date of transmission provided that a confirmation establishing the successful transmission of the notice is sent by first-class mail, postage prepaid, along with a copy of the notice transmitted, no later than twenty-four (24) hours after the facsimile notice is transmitted.
- D. If any notice requires a period of less than seven (7) days for response, the notice shall be sent by facsimile.
- E. If the time for response to any notice expires on a Saturday, Sunday or a legal holiday in the State of Utah, the time shall be extended to the next working day.

### **2.3 PROCEDURE TO INVOKE SURETY'S OBLIGATION**

- A. If the CONTRACTOR fails to perform or to comply with the terms of the Construction Contract, and such failure to perform or to comply has not been waived by the OWNER, the OWNER may notify the CONTRACTOR and the Surety, at their addresses described above, that the OWNER is considering declaring the CONTRACTOR in default.



- B. Before declaring the default, the OWNER shall request and attempt to arrange a conference with the CONTRACTOR and the Surety to be held at a time and place required by the OWNER to discuss methods of performing the Work.
- C. If the CONTRACTOR does not attend the conference or agree to cure any deficiencies in the CONTRACTOR's performance of the Work to the satisfaction of the OWNER, the OWNER may declare the CONTRACTOR in default and formally terminate the CONTRACTOR's right to complete the Work. Such default shall not be declared earlier than 10 days after the CONTRACTOR and the Surety have received notice as provided in Article 2.2.
- D. If the Contract with the CONTRACTOR is terminated, the OWNER agrees to pay the unpaid Balance of the Contract Price to the Surety for completion of the Work in accordance with the terms of the Construction Contract or to a contractor selected by the Surety to perform the Work in accordance with the terms of the Construction Contract.

## **2.4 SURETY'S OPTIONS AT CONTRACTOR TERMINATION**

- A. Surety Completes the Work: The Surety may undertake to perform and complete the Work itself, through its agents or through independent contractors.
- B. Surety Obtains Bids or Proposals: The Surety may obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Work.
  - 1. Such bids or proposals shall be prepared by the Surety for execution by the OWNER and the completion contractor selected.
  - 2. Surety shall secure the contract with Performance and Payment Bonds executed by a qualified surety equivalent to this Performance Bond and the payment Bond (Document 00 62 00); and
  - 3. Surety shall pay to the OWNER the amount of damages as described in paragraph 2.6 in excess of the balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR's default.
- C. Surety to Pay OWNER: Surety may determine the amount not to exceed the amount of this bond specified in paragraph 1.1B, for which Surety believes it may be liable to pay, and tender payment therefor to the OWNER. OWNER has sole discretion to accept payment. If the OWNER refuses the payment tendered, or the Surety has denied liability in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

## **2.5 PROCEDURE FOR OWNER TO DECLARE SURETY IN DEFAULT**

- A. The OWNER may declare the Surety to be in default upon the following procedures.

1. The OWNER shall issue an additional written notice to the Surety, after declaring the CONTRACTOR in default as provided in Article 2.3, demanding that the Surety perform its obligations under this Bond.
2. Surety shall respond to the OWNER within 15 days after receipt of the OWNER's additional notice, either denying the claim or accepting liability and exercising its' options under Article 2.4.

## **2.6 SURETY'S OBLIGATIONS**

- A. After the OWNER has terminated the CONTRACTOR's right to complete the Construction Contract, and if the Surety elects to complete the Construction Contract as provided in Article 2.4, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Construction Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Construction Contract.
- B. To the limit of the amount of this Bond, but subject to commitment by the OWNER to pay all valid and proper payments made to or on behalf of the CONTRACTOR under the Construction Contract, the Surety is obligated, without duplication, for:
  1. the responsibilities of the CONTRACTOR for correction of Defective Work and completion of the Construction Contract;
  2. design professional and delay costs resulting from the CONTRACTOR's default, and resulting from the actions or failure to act of the Surety under Article 2.4; and
  3. liquidated damages which are or may become due for any reason.

## **2.7 UNRELATED OBLIGATIONS OF THE CONTRACTOR**

- A. The Surety and the OWNER shall not be liable to others for obligations of the CONTRACTOR that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or changed on account of any such unrelated obligations.
- B. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

## **2.8 SURETY WAIVES NOTICE OF ANY CHANGE**

- A. Surety hereby waives notice of any change, including changes of Contract Time, Contract Price and scope of Work, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

## **2.9 VENUE**

- A. Any suit or action commenced by OWNER under this Bond shall be for action in a

court of competent jurisdiction in the State of Utah.

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**PART 3 EXECUTION**

---

**3.1 EFFECTIVE DATE**

- A. Surety and CONTRACTOR execute this Bond agreement and declare it to be in effect as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT**

- A. Type of organization:

\_\_\_\_\_  
(corporation, partnership, individual, etc.)

- B. If CONTRACTOR is a corporation, attach a corporate resolution evidencing CONTRACTOR's authority to sign.

- C. CONTRACTOR's signature: \_\_\_\_\_

- D. Please print name here: \_\_\_\_\_

- E. Title: \_\_\_\_\_

- F. Notary Acknowledgement: In the County of \_\_\_\_\_,  
State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20  
\_\_\_\_, the foregoing instrument was acknowledged before me

\_\_\_\_\_  
(person acknowledging and title or representative capacity, if any).

\_\_\_\_\_  
Notary's signature

\_\_\_\_\_  
Residing at

\_\_\_\_\_  
My commission expires:

Notary's seal

### 3.3 SURETY'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. Attach evidence of Surety's corporate authority to sign.

B. Surety's signature: \_\_\_\_\_

C. Please print name here: \_\_\_\_\_

D. Title: \_\_\_\_\_

E. **Acknowledgment:** In the County of \_\_\_\_\_

\_\_\_\_\_, State of \_\_\_\_\_, on  
the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned  
notary, personally appeared \_\_\_\_\_, who proved to me his/her  
identity through documentary evidence in the form of a \_\_\_\_\_

\_\_\_\_\_ to be the  
person whose name is signed as the authorized Surety and acknowledged to me that this  
document was signed voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public signature

Notary Public seal

END OF DOCUMENT

**DOCUMENT 00 62 00**  
**PAYMENT BOND**

**PART 1    GENERAL**

**1.1    BOND**

A.    Number: \_\_\_\_\_.

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

**1.2    SURETY**

A.    Name: \_\_\_\_\_

B.    Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C.    Telephone number: \_\_\_\_\_.

D.    Facsimile number: \_\_\_\_\_.

**1.3    CONTRACTOR**

A.    Name: \_\_\_\_\_

B.    Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C.    Telephone number: \_\_\_\_\_.

D.    Facsimile number: \_\_\_\_\_.

**1.4    OWNER**

A.    The City of South Salt Lake  
.

**1.5    CONSTRUCTION CONTRACT**

A.    The Construction Contract is known as  
      South Salt Lake City Engineering Project

## **1.6 DEFINED TERMS**

- A. Terms used in this Payment Bond, which are defined in article 1.1 of the General Conditions, will have the meanings indicated in the General Conditions.

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## **PART 2 COVENANTS**

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### **2.1 SURETY'S AND CONTRACTOR'S RELATIONSHIP**

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

### **2.2 NOTICE**

- A. Notice to the Surety, the OWNER or the CONTRACTOR shall be sent by certified mail, facsimile, or hand delivered to the address shown on this Bond agreement.
- B. Notices sent as required by paragraph 2.2A shall be effective on the date on which such notice was sent.
- C. Notice may be sent by facsimile. Facsimile notice shall be effective on the date of transmission provided that a confirmation establishing the successful transmission of the notice is sent by first-class mail, postage prepaid, along with a copy of the notice transmitted, no later than twenty-four (24) hours after the facsimile notice is transmitted.
- D. If any notice requires a period of less than seven (7) days for response, the notice shall be sent by facsimile.
- E. If the time for response to any notice expires on a Saturday, Sunday or a legal holiday in the State of Utah, the time shall be extended to the next working day.

### **2.3 CONDITIONS OF SURETY'S LIABILITY**

- A. With respect to the OWNER, this Bond agreement shall be null and void if the CONTRACTOR promptly takes the following actions:
  - 1. promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2. defends, indemnifies and saves harmless the OWNER from all claims, demands, Liens or suits by any person or entity who furnished labor, materials or equipment

for use in the performance of the Work, provided the OWNER has tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety.

## **2.4 PROCEDURE TO INVOKE SURETY'S OBLIGATION**

### **A. Concerning Claimants who have a Direct Contract with the CONTRACTOR:**

The Surety shall have no obligation to Claimants under this Bond who are employed by or have a direct contract with the CONTRACTOR until Claimants have given notice to the Surety at the address shown on this Bond agreement and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

### **B. Concerning Claimant who does not have a Direct Contract with the**

**CONTRACTOR:** The Surety shall have no obligation to Claimant under this Bond who does not have a direct contract with the CONTRACTOR until Claimant takes the following actions.

1. The Claimant shall furnish written notice to the CONTRACTOR and send a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed.
2. The Claimant shall have either received a rejection in whole or in part from the CONTRACTOR, or not received within 15 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR has indicated the claim will be paid directly or indirectly.
3. Not having been paid within the above 15 days, the Claimant shall have sent a written notice to the Surety at the address described on this Bond agreement and sent a copy, or notice thereof, to the OWNER stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

## **2.5 SURETY'S OPTION TO SETTLE CLAIMS**

### **A. When the Claimant has satisfied the conditions of Article 2.4, the Surety shall promptly and at the Surety's expense take the following actions.**

1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
2. Pay or arrange for payment of any undisputed amounts.

## **2.6 SURETY'S OBLIGATION**

- A. Surety's total obligations under this bond shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

## **2.7 USE OF FUNDS**

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

## **2.8 UNRELATED OBLIGATIONS OF THE CONTRACTOR**

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

## **2.9 SURETY WAIVES NOTICE OF ANY CHANGE**

- A. Surety hereby waives notice of any change to the Construction Contract including changes of Contract Time, Contract Price, and scope of Work, or to related subcontracts, purchase orders or other obligations.

## **2.10 VENUE**

- A. Any suit or action commenced by a Claimant under this Bond shall be for action in a court of competent jurisdiction in the State of Utah.

## **2.11 COPIES OF THIS BOND**

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



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**PART 3 EXECUTION**

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**3.1 EFFECTIVE DATE**

- A. Surety and CONTRACTOR executed this Bond agreement and declared it to be in effect as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT**

- A. Type of organization:

\_\_\_\_\_  
(corporation, partnership, individual, etc.)

- B. If CONTRACTOR is a corporation, attach a corporate resolution evidencing CONTRACTOR's authority to sign.

- C. CONTRACTOR's signature: \_\_\_\_\_

- D. Please print name here: \_\_\_\_\_

- E. Title: \_\_\_\_\_

- F. Notary Acknowledgement: In the County of \_\_\_\_\_,  
State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
the foregoing instrument was acknowledged before me

\_\_\_\_\_  
(person acknowledging and title or representative capacity, if any).

\_\_\_\_\_  
Notary's signature

\_\_\_\_\_  
Residing at

\_\_\_\_\_  
My commission expires:

Notary's seal

### 3.3 SURETY'S SUBSCRIPTION AND ACKNOWLEDGMENT

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

\_\_\_\_\_  
Notary's signature

\_\_\_\_\_  
Residing at

\_\_\_\_\_  
My commission expires:

Notary's seal

END OF DOCUMENT

# DOCUMENT 00 65 00

## CERTIFICATE(S) OF INSURANCE

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### PART 1 GENERAL

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#### 1.1 PROCEDURE

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

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### PART 2 REQUIREMENT

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#### 2.1 GENERAL

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

#### 2.2 INSURANCE DETAIL

- A. Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than \$1,000,000 for each: accident, disease, and employee. No owner or officer may be excluded; or, if any exclusions exist, no excluded proprietor, partner, executive officer, member, or individual may perform any work pursuant to this agreement.
- B. General Liability Insurance: Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products-completed operations, blanket contractual, broad form property damage, personal and advertising injury, independent contractors and sudden and accidental pollution liability (pollution liability arising out of a hostile fire) with not less than \$2,000,000 per occurrence limit combined bodily injury and property damage, with not less than \$3,000,000 aggregate limit, for large public works projects such as construction of streets, the per occurrence limit could require \$5,000,000 and a \$10,000,000 Aggregate limit. The general policy aggregate shall apply separately to the Contractor on a per project basis. Any aggregate limit that does not apply separately to the premises shall be at least double the required per occurrence limit.
- C. Professional Liability (Errors & Omissions): Professional Liability Insurance (Errors & Omissions insurance) for CONTRACTOR's liability arising out of the rendering of professional services, including faulty workmanship, or any other professional service, including construction

management and design related work in an amount not less than \$2,000,000 each claim, \$3,000,000 aggregate. CONTRACTOR shall provide a certificate of insurance verifying coverage for a period of not less than three years after project completion. For large projects such as public works projects such as construction of streets, the per occurrence limit could require \$5,000,000 and \$10,000,000 Aggregate limit.

- D. Automobile Liability Insurance: Automobile liability insurance for the CONTRACTOR's liability arising out of the use of owned (if any), leased (if any), non-owned and hired vehicles of the CONTRACTOR, with no less than \$1,000,000 limit per accident for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable. All owned and/or leased automobiles shall be covered using symbol "1" (any auto).
- E. Excess/Umbrella Liability Insurance: The amounts of insurance required in the foregoing subsections may be satisfied by the CONTRACTOR purchasing coverage in the amounts specified or by any combination of primary and excess or umbrella insurance, so long as the total amount of insurance meets the required limits specified above. Evidence of excess liability or umbrella policies shall include a schedule of underlying coverages.
- F. Endorsements:
- i. Additional Insured Endorsements: All policies of liability insurance, except Professional Liability or Errors and Omissions Liability, required to be maintained by the CONTRACTOR shall be endorsed to name the CITY as an additional insured for ongoing operations (ISO CG 20 10 or equivalent) and completed operations (ISO CG 20 37 or equivalent).
  - ii. Primary and Non-Contributory Endorsements: The CONTRACTORs insurance coverage shall be a primary insurance as respects to the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
  - iii. Waiver of Subrogation Endorsements: The CONTRACTOR hereby waives any and every claim for recovery from the CITY, Lenders and their respective officers and employees for any and all loss or damage covered by any of the insurance policies to be maintained under this Agreement to the extent that such loss or damage is recovered under any such policy. To the extent the foregoing waiver, except Professional Liability or Errors and Omissions Liability, would preclude coverage under any insurance required, the CONTRACTOR shall give written notice of the terms of such waiver to each insurance company which has issued, or which may issue in the future, any such policy of insurance (if such notice is required by the insurance policy) and shall cause each such insurance policy to be properly endorsed, or to otherwise contain one or more provisions that prevent the invalidation of the insurance coverage by reason of such a waiver.

END OF DOCUMENT

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

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

Add the following paragraphs to Article 2.2 (page 20).

**2.2 COPIES OF DOCUMENTS**

B. OWNER shall not furnish to CONTRACTOR published Contract Documents which include the Manual of Standard Plans and the Manual of Standard Specifications. Such documents shall be purchased separately by the CONTRACTOR.

C. Copies of all Contract Documents including the Manual of Standard Plans and the Manual of Standard Specifications shall be provided on site by the CONTRACTOR.

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

**2.5 BEFORE STARTING CONSTRUCTION**

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

Modify Article 5.1 (page 28) to read as follows.

**5.1 PERFORMANCE, PAYMENT AND OTHER BONDS**

A. Prior to OWNER executing the Agreement, CONTRACTOR shall file with the OWNER a good and sufficient performance Bond and a payment Bond, each in the sum of not less than 100 percent of the Contract Price.

B. The Bonds shall be executed by the CONTRACTOR and secured by a company duly and regularly authorized to do a general surety business in the State of Utah and either (i) named in the current U.S. Treasury Department's listing of approved sureties (Department Circular 570) (as amended) with an underwriting limitation equal to or greater than the Contract Price which the Bond guarantees, or (ii) with a current "A-" rating or better in A.M. Best Co., Inc's. Best Insurance Reports, Property and Casualty Edition.

C. The Performance Bond shall guarantee the faithful performance of the Construction Contract by the CONTRACTOR and the payment Bond shall guarantee the payment of labor and materials. The Bonds shall inure by their terms to the benefit of the OWNER. Neither this nor any other provision requiring a performance Bond shall be construed to create any rights in any third party Claimant as against the OWNER for performance of the Work under the Construction Contract.

- D. If the surety on any Bond furnished by CONTRACTOR is subject to any proceeding under the Bankruptcy Code (Title 11, United States Code) or becomes insolvent or its right to do business is terminated in the State of Utah or it ceases to meet the requirements of this Article, CONTRACTOR shall, within 15 days thereafter, substitute another Bond and surety, both of which must be acceptable to OWNER.

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

## 5.2 INSURANCE

- A. In General: All policies of insurance provided shall be issued by insurance companies qualified to do business in the State of Utah and listed on the U.S. Treasury Department's current listing of approved sureties (Department of Circular 570) (as amended), or having a general policy holder's rating of not less than "A" in the most current available A.M. Best Co, Inc.'s, Best Insurance Report. Except in the case of worker's compensation insurance, and professional liability (errors and omissions) insurance, the OWNER shall be included as an additional named insured in all insurance policies. Worker's Compensation, Professional Liability (errors and omissions) Insurance, and Public Liability and Property Damage policies shall include a Waiver of Subrogation. CONTRACTOR shall furnish copies of certificates of insurance concurrent with or prior to the signing of the Agreement. The certificates shall name the OWNER as the certificate holder and as an additional insured (except in the case of workers compensation insurance). If requested, CONTRACTOR shall also furnish copies of the insurance policies secured for the Work.
- B. Worker's Compensation Insurance: In addition to other required insurance, the CONTRACTOR shall obtain and maintain during the life of the Construction Contract worker's compensation insurance as required by Laws and Regulations for all of CONTRACTOR's employees employed at the site of the Work, and in case any Work is subcontracted, the CONTRACTOR shall require the Subcontractor similarly to provide worker's compensation insurance for all of the latter's employees, unless such employees are covered by protection as required by Laws and Regulations.
- C. Public Liability and Property Damage Insurance: CONTRACTOR shall secure and maintain during the life of the Construction Contract and at all times thereafter when CONTRACTOR may be correcting, removing or replacing Defective Work, a comprehensive general public liability and property damage insurance policy. The policy shall protect the CONTRACTOR, the OWNER, the ENGINEER, and any Subcontractor performing work covered by the Construction Contract from claims for damages for personal injury, including accidental death, and from claims for property damage which may arise from CONTRACTOR's operations under this Construction Contract, whether such operations be by the CONTRACTOR itself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Unless specified otherwise in the Supplementary Conditions, the minimum amounts of such insurance shall be \$5,000,000 for each occurrence, and \$10,000,000 general aggregate and \$10,000,000 products/completed operations aggregate. **The insurance for this Project is not required to include specific insurance for environmental liabilities.**
- D. Professional Liability (Errors & Omissions): Professional Liability Insurance (Errors & Omissions insurance) for CONTRACTOR's liability arising out of the rendering of professional services, including faulty workmanship, or any other professional service, including construction management and design related work in an amount not less than \$5,000,000 each claim, \$10,000,000 aggregate. CONTRACTOR shall provide a certificate of insurance

verifying coverage for a period of not less than three years after project completion.

- E. Automotive Public Liability Insurance: Whenever CONTRACTOR or any Subcontractor shall use and operate owned, hired, or non-owned automobiles, trucks or other vehicles on public streets and highways in complying with the terms and conditions of the Construction Contract, CONTRACTOR or each Subcontractor shall carry automobile public liability insurance with limits not less than \$1,000,000.00 per occurrence.
- F. Insurance Non-cancelable for 30 Days: Each policy of insurance provided pursuant to the Contract Documents shall be absolutely non-cancelable for a period of not less than 30 days after notice of cancellation and shall contain the following provision or one substantially the same as the following:
- "This policy shall not be subject to cancellation, change, or reduction of coverage by the other party or parties hereto, unless notice, as defined herein, is sent to the OWNER, with a copy to the ENGINEER and the OWNER's attorney."
- G. Builder's Risk: CONTRACTOR agrees to and assumes the risk of loss for any damage or loss to the Work and Project by any means or occurrence until Substantial Completion. CONTRACTOR further agrees to obtain builder's risk or course of construction insurance in the total amount of the Contract Price.

H. Endorsements:

- i. Additional Insured Endorsements: All policies of liability insurance, except Professional Liability or Errors and Omissions Liability, required to be maintained by the CONTRACTOR shall be endorsed to name the OWNER as an additional insured for ongoing operations and completed operations.
- ii. Primary and Non-Contributory Endorsements: The CONTRACTOR's insurance coverage shall be a primary insurance as respects to the OWNER, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the OWNER, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- iii. Waiver of Subrogation Endorsements: The CONTRACTOR agrees to waive any and every claim for recovery from the OWNER, Lenders and their respective officers and employees for any and all loss or damage covered by any of the insurance policies to be maintained under the Agreements to the extent that such loss or damage is recovered under any such policy. This waiver, except Professional Liability or Errors and Omissions Liability, would preclude coverage under any insurance required, the CONTRACTOR shall give written notice of the terms of such waiver to each insurance company which has issued, or which may issue in the future, any such policy of insurance (if such notice is required by the insurance policy) and shall cause each such insurance policy to be properly endorsed, or to otherwise contain one or more provisions that prevent the invalidation of the insurance coverage by reason of such a waiver.

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

## 6.7 PERMITS

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

END OF DOCUMENT



**DOCUMENT 00 90 00**  
**ADDENDA AND MODIFICATIONS**

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**PART 1   GENERAL**

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**1.1   PROCEDURE**

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

END OF DOCUMENT