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**SECTION 00 11 16**  
**ADVERTISEMENT FOR BID**  
**450 EAST WIDENING PROJECT**  
**PHASE 2**

**North Ogden City Corporation**

**RECEIPT OF BIDS:** Sealed bids will be accepted at the Office of the City Recorder North Ogden City, 505 E 2600 N, North Ogden City, Utah, 84414, until 2:00 p.m. on January 22nd, for the 450 East Widening Project for North Ogden City Corporation.

**DESCRIPTION OF WORK:** The work consists of demolition of existing facilities, roadway excavation and widening, utility relocations, curb, gutter and sidewalk installations, and a new traffic signal.

**LOCATION OF WORK:** The work is located on 450 East from as shown in the plan drawings.

**COMPLETION OF WORK:** All work specified in the contract documents shall be substantially completed within 60 days from the date specified in the Notice to Proceed. The date of substantial completion shall be no later than DATE.

**OPENING OF BIDS:** Bids will be publicly opened at 2:00 p.m. on December 17th, at the aforementioned office of the City Recorder North Ogden City.

**OBTAINING CONTRACT DOCUMENTS:** Contract Documents may be obtained at North Ogden City's website. Bid documents will be available online at <https://www.northogdencity.com/>

**BID SECURITY:** Each bid shall be accompanied by a certified check, cashier's check or bid bond in the amount of five percent of the total bid price, made payable to North Ogden City Corporation as guarantee that the bidder, if his bid is accepted, will promptly execute the Contract, secure payment of Worker's Compensation insurance and furnish a satisfactory, faithful performance bond in the amount of one hundred percent of the contract price and a payment bond in the amount of one hundred percent of the contract price.

**PROJECT ADMINISTRATION:** All questions relative to this project prior to opening of bids shall be directed to the Engineer. No specification interpretations will be made by telephone, nor will any "or equal" products be considered for approval prior to award of contract.

**OWNER'S RIGHTS RESERVED:** North Ogden City Corporation reserves the right to reject any or all bids, to waive any informalities in a bid, and to make awards in the interest of the City. If North Ogden City awards the contract for the Work, such award shall be to the responsible Bidder based on the "Choosing by Advantages" (CBA) decision making evaluation.

Dated: January 21st, 2026

Published: January 21st, 2026

## SECTION 00 21 13

### INSTRUCTIONS TO BIDDERS

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## **ARTICLE 1 – DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Bidder. One who submits a Bid for Work directly to the Owner, distinct from a sub-bidder who submits a bid to a Bidder.
  - B. Successful Bidder. If Owner awards the contract for the Work, such award shall be to the responsible Bidder based on the “Choosing by Advantages” (CBA) decision making evaluation.
  - C. Bidding Documents. Documents include the Invitation to Bid, Instructions to Bidders, Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
  - D. OWNER. The Owner is North Ogden City located at 505 E. 2600 North, North Ogden, Utah 84414.
  - E. ENGINEER. The Engineer is ESI Engineering located at 4141 W 2100 S, West Valley City, UT 84120.
  - F. All other terms used in these Instructions to Bidders are defined in the Standard General Conditions of the Construction Contract, EJCDC C-700 Copyright 2007 NSPE for EJCDC - Reference Number 00 72 00.

## **ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.02 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

## **ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder’s qualifications to perform the Work, within seven (7) days of Owner’s request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
- A. Evidence of Bidder’s authority to do business in the state where the Project is located.
  - B. Bidder’s state contractor license number.

- C. A current financial statement for the Work (as provided to bonding company);
  - D. A chronological list of "in progress" and "completed" construction work done by Bidder during the last two (2) years; including project name, address, owner, contract name, and current telephone number;
  - E. Present construction commitments other than items listed in paragraph D. above;
  - F. Proposed organizational structure such as firm ownership, project manager, progress scheduler, and superintendent for the Work for this Project;
  - G. Owned and rented equipment which is to be used to do the Work;
  - H. Investigations, arbitration, litigation or claims which are pending, threatened, settled or otherwise disposed of within the last three (3) years;
  - I. 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 nature. If the work experiences of the project manager and superintendent designated to construct this project are different than that of the Bidder, provide resumes of their work history. Include their actual project titles and indicate their actual responsibilities on each given project;
  - J. All matters consistent with federal, state and local laws and regulations; and
  - K. Such other data as may be requested by the Engineer.
  - L. 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.
  - M. Untimely response or failure to provide the requested information by Bidder will release Owner of any obligation to further consider the Bidder's Bid.
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.03 The submission of a Bid will constitute an incontrovertible representation by Bidder that their Bid is genuine and no collusion is connected herewith.

#### **ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

- 4.01 *Subsurface and Physical Conditions* – In general, prior to submitting a Bid, each Bidder shall 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. A soils report has not been prepared for the proposed site. Soil conditions have not been assessed. All excavations will be in unclassified soil. Contractor shall be responsible to perform excavation work in wet conditions, if encountered. Tracked equipment may be required for all excavation. Bid amounts will not be altered due to wet conditions.

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing 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, including Owner, or others. The Owner and Engineer do not assume responsibility for the accuracy or completeness thereof.

4.03 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders

with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.06 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.
- B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
- E. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
  - G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
  - H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
  - I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### **ARTICLE 5 – PRE-BID CONFERENCE**

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

#### **ARTICLE 6 – SITE AND OTHER AREAS**

The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.



## **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.
- 7.03 Owner will not accept any deviations from the printed terms of the Agreement and Contract Documents, except by Addendum or Change Order.

## **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

## **ARTICLE 9 – CONTRACT TIMES**

The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Bid Agreement. See Article 6 of the Bid Documents

## **ARTICLE 10 – LIQUIDATED DAMAGES**

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

## **ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

## **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS**

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

## **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

## **ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS**

### **14.01 *Lump Sum***

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

#### 14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### 14.03 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

### **ARTICLE 15 – SUBMITTAL OF BID**

- 15.01 A bound or unbound copy of the Bid Form is to be completed and submitted with the Bid security.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be accompanied by the Bid security and other required documents. Bids will be received by North Ogden City at 505 E 2600 N. North Ogden City, UT 84414. Bids shall be clearly marked on the outside of sealed packaging “450 EAST WIDENING PROJECT – PHASE 2 BID ENCLOSED”.

### **ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

## **ARTICLE 17 – OPENING OF BIDS**

- 17.01 Bids will be opened Thursday February 15<sup>th</sup>, 2024 the time and read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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

## **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 After a review of responsible bidders, the Owner will conduct the “Choosing by Advantages” (CBA) decision making evaluation. Choosing by Advantages “CBA” is the process adopted by the Owner to aid in awarding contracts. CBA is based on the fundamental rule of decision

making that “Decision must be based on the importance of advantages”. An advantage is defined as a positive difference between two alternatives. The advantages of a proposal are compared to the advantages found in other proposals to determine which is preferred.

- 19.07 CBA weighs the advantage of the preferred proposal to the additional cost when awarding contracts. Consequently, the CBA analysis may result in awarding the project to a contractor other than the low Bidder. In the evaluation, the lowest Bidder’s qualifications and proposal will be compared to the other Bidder’s qualifications and proposals. The project will be awarded independently of the cost when distinct advantages in the proposal are found to be of significance by the evaluation committee. This occurs when the cost to gain the advantage is considered appropriate. Predetermined factors listed in the Choosing by Advantages Decision Making Form will govern the evaluation process and selection of the successful Bidder. Some Factors may be more important than others and will carry more weight in the decision-making process.

## **ARTICLE 20 – CONTRACT SECURITY AND INSURANCE**

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

## **ARTICLE 21 – SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

**SECTION 00 41 00**

**BID FORM**

**CITY OF NORTH OGDEN**

**450 EAST WIDENING PROJECT**

**PROJECT #24-131**

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## ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: North Ogden City
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Anticipated NTP is May 2024.

## ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the

means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

- 4.02 For public work, relevant requirements of Laws and Regulations in the jurisdiction where Work is to be performed should be coordinated with the language of this paragraph.

## **ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices:

## 5.02 UNIT PRICE BID

### Bid Schedule A - Roadway

Item	Description	Total Amount	Units	Unit Price	Total
1	Mobilization	1	LS		
2	Traffic Control	1	LS		
3	Survey Construction Staking	1	LS		
4	Pothole existing utility as needed	3	EA		
5	Remove concrete curb and gutter	1600	FT		
6	Remove concrete sidewalk	295	SQ YD		
7	Remove concrete driveway	620	SQ YD		
8	Remove asphalt pavement	9880	SQ YD		
9	Remove tree	41	EA		
10	Remove catch basin	7	EA		
11	Reconstruct catch basin	2	EA		
12	Relocate irrigation junction box	3	EA		
13	Relocate irrigation valve	2	EA		
14	Remove pipe	170	FT		
15	Roadway excavation (Plan Quantity)	3200	CY		
16	Borrow soft spot repair	495	CY		
17	Catch Basin	1	EA		
18	Double Catch Basin	2	EA		
19	18" RCP Storm drain Pipe	135	FT		
20	24" RCP Storm drain Pipe	66	FT		
21	4" Sewer lateral w/ tracer wire	450	FT		
22	Connect new 4" sewer lateral to existing wye	6	EA		
23	Granular Borrow (Plan Quantity)	1060	CY		
24	Untreated base course (Plan Quantity)	3120	CY		
25	HMA - 1/2 inch	3700	TN		
26	Concrete curb and gutter	1525	FT		
27	Concrete waterway	280	SQ FT		
28	Concrete sidewalk	5250	SQ FT		
29	Concrete Driveway, flared, 6 inch thick	400	SQ FT		
30	Remove & Replace Pedestrian access ramp	10	EA		
31	Reconstruct manhole	14	EA		
32	Reconstruct valve	12	EA		
33	Relocate sign	3	EA		
34	New sign, post, and base	2	EA		
35	Mailbox assembly	4	EA		

36	Decorative landscape - parkstrip	4820	SQ FT		
37	450 East & 3100 North Traffic Signal	1	LS		
38	ITS System	1	LS		
39	Striping as shown on plan sheets	1	LS		
40	Re-establish existing landscape and pressurized irrigation system	1	LS		
41	Remove existing water meter	9	EA		
42	Relocate existing fire hydrant	4	EA		
43	Water meter w/ meter pit	6	EA		
44	6" Gate valve	1	EA		
45	1" HDPE poly lateral	480	LF		
46	6" 45° MJ	2	EA		
47	6" C900 DR14 water line	250	LF		
48	¾"x1" Corp Stop	6	EA		
49	Grounding clamp	6	EA		
50	Excavate trench areas. Based on Proctor of material, use excavated material as trench backfill above pipe zone and below granular borrow if deemed satisfactory material. Haul away unsatisfactory material and import 3" minus granular backfill if required.	220	TN		
51	Furnish and install imported sand bedding for new waterline, including compaction to 95% of modified proctor	145	TN		
52	Furnish and install imported gravel bedding for new sewer and storm drain pipe, including compaction to 95% of modified proctor	150	TN		
	<b>Subtotal (Items 1-52)</b>				

### Bid Schedule B - Waterline

Item	Description	Total Amount	Units	Unit Price	Total
1	New fire hydrant assembly	1	EA		
2	12" C900 DR14 waterline	400	FT		
3	12"x8" Reducer	2	EA		
4	8" C900 DR14 waterline	40	FT		
5	8" Sleeve or Alpha	2	EA		
6	8" 45° MJ	2	EA		
7	Service Line complete 3/4" short side service	1	EA		
8	Service Line complete 3/4" long side service	2	EA		
9	Service Line complete 1" short side service	2	EA		
10	Service Line complete 1" long side service	2	EA		
11	Valve box w/ monument & concrete collar	1	EA		
12	12" 45° MJ	2	EA		
13	Excavate trench areas. Based on Proctor of material, use excavated material as trench backfill above pipe zone and below granular borrow if deemed satisfactory material. Haul away unsatisfactory material and import 3" minus granular backfill if required.	230	TN		
14	Furnish and install imported sand bedding for new waterline, including compaction to 95% of modified proctor	165	TN		
	<b>Subtotal (Items 1-14)</b>				

**Bid Schedule C – Pineview Irrigation**

Item	Description	Total Amount	Units	Unit Price	Total
1	Relocate ex. Pineview irrigation 2" service to new park strip & reconnect to resident's private system	1	EA		
2	Relocate ex. Pineview irrigation 1" service to new park strip & reconnect to resident's private system	2	EA		
3	Furnish & Install 12" gate valve	1	EA		
4	Furnish & Install 12" DR18 Pipe	135	LF		
5	Excavate trench areas. Based on Proctor of material, use excavated material as trench backfill above pipe zone and below granular borrow if deemed satisfactory material. Haul away unsatisfactory material and import 3" minus granular backfill if required.	75	TN		
6	Furnish and install imported sand bedding for new waterline, including compaction to 95% of modified proctor	50	TN		
	<b>Subtotal (Items 1-6)</b>				

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

## 5.03 MEASUREMENT AND PAYMENT

### **Bid Schedule A**

#### **Bid Item 1 – Mobilization:**

Measurement shall be per lump sum. Payment will be made according to the percentage of the total contract work completed (i.e., 50% paid when 50% of the work is completed). Payment includes the following work and items:

- A. Secure permits, bonds, and insurance;
- B. Move equipment and personnel to and from the job site;
- C. Complete all other miscellaneous responsibilities and operations not generally attributed to any other single bid item.

#### **Bid Item 2 – Traffic Control:**

Measurement shall be per lump sum. Payment will be made according to the percentage of the total contract work completed (i.e., 50% paid when 50% of the work is completed). Payment includes the following work and items:

- A. Provide traffic control plan, barricades, signs and devices; and
- B. Complete all other miscellaneous responsibilities and operations not generally attributed to any other single bid item.

#### **Bid Item 3 – Survey Construction Staking:**

Measurement shall be per lump sum. Payment will be made according to the percentage of the total contract work completed (i.e., 50% paid when 50% of the work is completed). Payment includes the following work and items:

- A. Provide surveyed construction staking;
- B. Complete all other items and operations necessary for survey.

#### **Bid Item 4 – Pothole existing utility as needed:**

Measurement shall be per unit. Payment will be made according to the unit total. Payment shall be full compensation for all labor, material, and equipment necessary to pothole existing utilities. Payment includes the following items and tasks:

- A. Locate and pothole existing utility as directed by the engineer;
- B. Perform necessary measurements, and repair pothole;
- C. Complete all other items and operations necessary for pothole of the existing utility



**Bid Item 5 – Remove concrete curb and gutter:**

Measurement shall be per lineal foot. Payment shall be full compensation for all labor, material, and equipment to provide the work specified and includes:

- A. Locate and protect existing utilities;
- B. Demolition and disposal of existing concrete curb and gutter;
- C. Dust control;
- D. Clean-up; and
- E. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 6 – Remove concrete sidewalk:**

Measurement shall be per square yard. Payment shall be full compensation for all labor, material, and equipment to provide the work specified and includes:

- A. Locate and protect existing utilities;
- B. Demolition and disposal of existing concrete sidewalk;
- C. Dust control;
- D. Clean-up; and
- E. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 7 – Remove concrete driveway:**

Measurement shall be per square yard. Payment shall be full compensation for all labor, material, and equipment to provide the work specified and includes:

- A. Locate and protect existing utilities;
- B. Demolition and disposal of existing concrete driveway;
- C. Dust control;
- D. Clean-up; and
- E. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 8 – Remove asphalt pavement:**

Measurement shall be per square yard. Payment shall be full compensation for all labor, material, and equipment to provide the work specified and includes:

- A. Locate and protect existing utilities;
- B. Sawcut existing asphalt as shown on the plans
- C. Demolition and disposal of existing asphalt;
- D. Dust control;
- E. Clean-up; and
- F. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 9 – Remove tree:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to remove the existing tree. Payment includes the following items and tasks:

- A. Locate and protect existing utilities;
- B. Demolition and disposal of existing tree including trunk and root removal;
- C. Clean up; and
- D. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 10 – Remove catch basin:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to remove the existing catch basin. Payment includes the following items and tasks:

- A. Locate and protect existing catch basin;
- B. Disconnect from existing storm drain system;
- C. Remove, haul away, and dispose of existing catch basin;
- D. Clean up; and
- E. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 11 – Reconstruct catch basin:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to reconstruct the existing catch basin. Payment includes the following items and tasks:

- A. Pre-lower and protect existing catch basin;
- A. Raise to design grade;
- B. Install grate and frame as required to fit new curb and gutter alignment;
- C. Complete all other items and operations necessary to reconstruct catch basin.

**Bid Item 12 – Relocate irrigation junction box:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to relocate the existing irrigation junction box. Payment includes the following items and tasks:

- A. Remove existing irrigation junction box;
- B. Disconnect from irrigation system as required to relocate;
- C. Relocate irrigation junction box to location specified per engineer;
- D. Perform all required irrigation relocations to reconnect junction box to irrigation system;
- E. Complete all other items and operations necessary to relocate irrigation junction box.

**Bid Item 13 – Relocate irrigation junction valve:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to relocate the existing irrigation valve. Payment includes the following items and tasks:

- A. Remove existing irrigation junction valve;
- B. Disconnect from irrigation system as required to relocate;
- C. Relocate irrigation valve to location specified per engineer;
- D. Perform all required irrigation relocations to reconnect valve to irrigation system;
- E. Complete all other items and operations necessary to relocate irrigation junction box.

**Bid Item 14 – Remove Pipe:**

Measurement shall be per lineal foot. Payment shall be full compensation for all labor, material, and equipment necessary remove and haul away existing pipe. Payment includes the following items and tasks:

- A. Use appropriate tools to cut and disconnect the abandoned storm drain pipe at their connection to existing manholes and catch basins;
- B. Remove the disconnected portions of storm drain as required, haul away, and dispose of in a safe and legal manner;
- C. Complete all other items and operations necessary for removing and hauling away pipe.

**Bid Item 15 – Roadway Excavation (plan quantity):**

Measurement shall be per cubic yard. Payment shall be full compensation for all labor, material, and equipment necessary for roadway excavation. Payment includes the following items and tasks:

- A. Locate and protect existing utilities;
- B. Excavate to design depth as indicated on plans;
- C. Remove and dispose of any existing facilities in excavation area per city
- D. Haul away and dispose of unsuitable material;
- E. Stockpile and backfill suitable native granular material (4" minus) for fill material where possible;
- F. Provide dust control and daily cleanup

Note: The thickness of the untreated base course refers to the finished thickness. 8 inches of untreated base course will be required under the new pavement.

**Bid Item 16 – Borrow soft spot repair:**

Measurement shall be per cubic yard. Payment shall be full compensation for all labor, material, and equipment necessary for roadway excavation. Payment includes the following items and tasks:

- A. Locate and protect existing utilities;
- B. Perform visual inspection for soft spots after roller compaction
- C. Excavate to depth as specified by engineer;
- D. Place and compact granular borrow;
- E. Complete all other items and operations necessary for soft spot repair;

**Bid Item 17 – Catch basin:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to install the new catch basin. Payment includes the following items and tasks:

- A. Locate and protect existing utilities;
- B. Install new city standard catch basin;
- C. Connect to new storm drain pipe;
- D. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 18 – Double Catch basin:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to install the new catch basin. Payment includes the following items and tasks:

- A. Locate and protect existing utilities;
- B. Install new city standard double catch basin;
- C. Connect to new storm drain pipe;
- D. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 19 – 18” RCP storm drain pipe**

Measurement shall be per lineal foot. Payment shall be full compensation for all labor, material, and equipment necessary to install storm drain pipe. Payment includes the following items and tasks:

- A. Excavate city standard trench;
- B. Install gravel bedding and backfill as specified by city standard drawings
- C. Install new 18” RCP drain pipe;
- D. And connect to new catch basins structures and existing manholes
- E. Complete all other items and operations necessary to install storm drain pipe.

**Bid Item 20 – 24” RCP storm drain pipe**

Measurement shall be per lineal foot. Payment shall be full compensation for all labor, material, and equipment necessary to install storm drain pipe. Payment includes the following items and tasks:

- A. Excavate city standard trench;
- B. Install gravel bedding and backfill as specified by city standard drawings
- C. Install new 24” RCP drain pipe;
- D. And connect to new catch basins structures and existing manholes
- E. Complete all other items and operations necessary to install storm drain pipe.

**Bid Item 21 – 4” Sewer lateral:**

Measurement shall be per lineal foot. Payment shall be full compensation for all labor and equipment necessary to install the 4” sewer lateral. Payment includes the following items and tasks:

- A. Excavate city standard trench and backfill trench;
- B. Install gravel bedding & backfill compacted to 95% modified proctor;
- C. Install 4” sewer line as shown on plans;
- D. Install tracer wire along new sewer lateral;
- E. Ensure proper slope and alignment as to avoid existing utilities;
- F. Install granular backfill to 95% modified proctor;
- G. Complete all other items and operations necessary for installation of the new waterline.

**Bid Item 22 – Connect new 4” sewer lateral to existing wye:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to connect the 4” sewer lateral. Payment includes the following items and tasks:

- A. Connect to existing sewer main to existing wye;
- B. Complete all other items and operations necessary for connection to wye.

**Bid Item 23 – Granular Borrow (plan quantity):**

Measurement shall be per cubic yard as measured from weigh tickets. Weigh tickets must include date, time, material type, source, destination, loaded weight, empty weight, and tare weight. Payment shall be full compensation for all labor, material, and equipment necessary to furnish and place granular borrow. Payment includes the following items and tasks:

- A. Place and compact granular borrow to the design thickness as indicated on the design drawings;
- B. Compact and grade the borrow to design grades;
- C. Grade 3:1 slope to tie in to existing terrain as shown on plan sheets; and
- D. Provide dust control and daily cleanup

Note: The thickness of the borrow refers to the finished thickness. 12 inches of borrow will be required under the widened pavement area.

**Bid Item 24 – Untreated base course (plan quantity):**

Measurement shall be per cubic yard as measured from weigh tickets. Weigh tickets must include date, time, material type, source, destination, loaded weight, empty weight, and tare weight. Payment shall be full compensation for all labor, material, and equipment necessary to furnish and place untreated base course. Payment includes the following items and tasks:

- A. Place and compact untreated base course to the design thickness as indicated on the design drawings;
- B. Grade the untreated base course surface to design grades; and
- C. Provide dust control and daily cleanup
- D. Quantity for untreated base course includes quantities associated with road section, curb and gutter, sidewalk, new ADA pedestrian ramps, and other miscellaneous quantities.

Note: The thickness of the untreated base course refers to the finished thickness. 8 inches of untreated base course will be required under the new pavement.

**Bid Item 25 – HMA – ½ inch:**

Measurement shall be per ton as measured from weigh tickets. Weigh tickets must include date, time, material type, source, destination, loaded weight, empty weight, and tare weight. Payment shall be full compensation for all labor, material, and equipment necessary to furnish and place asphalt. Payment includes the following items and tasks:

- A. Place and compact hot mix asphalt to the design thickness as indicated on the design drawings;
- B. Provide dust control and daily cleanup; and
- C. Complete all other items and operations necessary for new asphalt.

**Bid Item 26 – Concrete curb and gutter**

Measurement shall be per lineal foot. Payment shall be full compensation for all labor, material, and equipment to install new concrete curb and gutter and includes:

- A. Placement and compaction of 8” untreated base course under curb and gutter;
- B. Concrete, forming, placement, reinforcing, scoring, finishing, curing, sealing;
- C. Dust control;
- D. Clean-up; and
- E. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 27 – Concrete waterway:**

Measurement shall be per square foot. Payment shall be full compensation for all labor, material, and equipment to install new concrete waterway and includes:

- A. Placement and compaction of 8” untreated base course under concrete waterway;
- B. Concrete, forming, placement, reinforcing, scoring, finishing, curing, sealing;
- C. Dust control;
- D. Clean-up; and
- E. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 28 – Concrete sidewalk:**

Measurement shall be per square foot. Payment shall be full compensation for all labor, material, and equipment to install new concrete sidewalk and includes:

- F. Placement and compaction of 4” untreated base course under concrete sidewalk;
- G. Concrete, forming, placement, reinforcing, scoring, finishing, curing, sealing;
- H. Dust control;
- I. Clean-up; and
- J. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 29 – Concrete driveway, flared, 6 inch thick:**

Measurement shall be per square foot. Payment shall be full compensation for all labor, material, and equipment to install new concrete driveway and includes:

- A. Placement and compaction of 8” untreated base course under concrete driveway;
- B. Concrete, forming, placement, reinforcing, scoring, finishing, curing, sealing;
- C. Dust control;
- D. Clean-up; and
- E. All other appurtenant activities and devices necessary to provide the above listed items complete.



**Bid Item 30 – Remove & Replace Pedestrian access ramp:**

Measurement shall be per unit. Payment shall be full compensation for all labor, material, and equipment to remove existing pedestrian access ramp and install new pedestrian access ramp and includes:

- A. Demolition and removal of existing pedestrian access
- B. Placement and compaction of untreated base course under concrete per city standard detail;
- C. Concrete, forming, placement, reinforcing, scoring, finishing, curing, sealing;
- D. Dust control;
- E. Clean-up; and
- F. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 31 – Reconstruct manhole:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to reconstruct the manhole. Payment includes the following items and tasks:

- A. Lower and protect existing manhole;
- B. Reconstruct and adjust manhole to final elevation with concrete rings
- C. Install concrete collar
- D. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 32 – Reconstruct valve:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to reconstruct the valve. Payment includes the following items and tasks:

- A. Lower and protect existing valve;
- B. Reconstruct and adjust valve to final elevation with concrete rings
- C. Install concrete collar
- D. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 33 – Relocate sign:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to remove the existing sign, post, and base. Payment includes the following items and tasks:

- A. Relocation of existing sign and post;
- B. Installation of new sign base;
- C. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 34 – New sign, post, and base:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to remove the existing sign, post, and base. Payment includes the following items and tasks:

- A. Installation of new sign, post, and base;
- B. Type and location to be approved by city;
- C. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 35 – Mailbox assembly:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to remove the existing sign, post, and base. Payment includes the following items and tasks:

- A. Installation of new mailbox assembly;
- B. Type and location to be approved by city;
- C. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 36 – Decorative landscape - parkstrip:**

Measurement shall be a lump sum. Payment shall be full compensation for all labor, material, and equipment to provide the work specified and includes:

- A. Installation of 2” landscape rock in new park strip as shown on plans;
- B. Material color and size to be approved by city;
- C. Remove any debris from properties and roadway;
- D. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 37 – 450 East & 3100 North Traffic Signal:**

Measurement shall be a lump sum. Payment shall be full compensation for all labor, material, and equipment to provide the work specified and includes:

- A. Remove existing signal equipment and salvage to the city;
- B. Materials and installation of signal as shown on signal sheets;
- C. Connections to power;
- D. Remove debris from properties and roadway;
- E. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 38 – ITS System:**

Measurement shall be a lump sum. Payment shall be full compensation for all labor, material, and equipment to provide the work specified and includes:

- A. Trench & install conduit, fiber, and junction box;
- B. Connect to existing and proposed signal facilities;
- C. Remove debris from properties and roadway;
- D. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 39 – Striping as shown on plan sheets:**

Measurement shall be per lump sum. Payment will be made according to the percentage of the total contract work completed (i.e., 50% paid when 50% of the work is completed). Payment includes the following work and items:

- A. Installation of pavement striping and messages as shown on plan sheets;
- B. Clean-up; and
- C. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 40 – Re-establish existing landscape and pressurized irrigation system:**

Measurement shall be a lump sum. Payment shall be full compensation for all labor, material, and equipment to provide the work specified and includes:

- A. Repair any damaged sprinklers as a result of construction in the project area;
- B. Restore the project site to its original condition or better;
- C. Remove debris from properties and roadway;
- D. Dust control;
- E. Clean-up; and
- F. All other appurtenant activities and devices necessary to provide the above listed items complete.

**Bid Item 41 – Remove existing water meter:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to remove the existing water meter. Payment includes the following items and tasks:

- A. Remove existing meter including setter, water lateral to the existing mainline, and haul to North Ogden City as directed by the engineer;
- B. Complete all other items and operations necessary to remove and salvage water meters.

**Bid Item 42 – Relocate existing fire hydrant:**

Measurement shall be per unit. Payment shall be full compensation for all labor, material, and equipment necessary to relocate the existing fire hydrants. Payment includes the following items and tasks:

- A. Remove existing hydrant assembly including fire hydrant, waterline to the existing valve, bends, and thrust blocks;
- B. Extend 6" C900 waterline to new fire hydrant location;
- C. Reset existing fire hydrant and assembly to new park strip location;
- D. Install new concrete thrust blocks and concrete pad per city standards;
- E. Complete all other items and operations necessary to remove and salvage fire hydrants.

**Bid Item 43 – Water meter w/ meter pit:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to install the new water meter. Payment includes the following items and tasks:

- A. Install new meter pit and setter in locations shown on the design plans;
- B. Connect new 1" HDPE poly lateral to new meter setter and existing mainline;
- C. Tie in existing home service to new setter;
- D. Restore landscaping to its original condition;
- E. Complete all other items and operations necessary for installation of the new setter;

**Bid Item 44 – 6" Gate Valve:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to install the 6" gate valve. Payment includes the following items and tasks:

- A. Install 6" gate valve;
- B. Perform connect to new 6" C900 PVC waterline;
- C. adjust valve to final elevation with concrete rings;
- D. Install concrete collar;
- E. Complete all other items and operations necessary to install 6" gate valve.

**Bid Item 45 – 1" HDPE poly lateral:**

Measurement shall be per lineal foot. Payment shall be full compensation for all labor and equipment necessary to install the 1" HDPE poly lateral. Payment includes the following items and tasks:

- A. Excavate city standard trench;
- B. Install sand & backfill bedding compacted to 95% modified proctor;
- C. Install 1" HDPE poly lateral in locations shown on the design plans;
- D. Install locator wire and warning ribbon;
- E. Ensure proper slope and alignment as to avoid existing utilities;
- F. Install granular backfill to 95% modified proctor;
- G. Complete all other items and operations necessary for installation of the new lateral.

**Bid Item 46 – 6” 45 MJ :**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to install the 6” 45 MJ. Payment includes the following items and tasks:

- A. Locate and protect existing utilities;
- B. Install 6” 45 MJ with thrust blocks as required in the field to loop 6” C900 PVC waterline under existing utilities;
- C. Perform connections to new 6” PVC C900 waterline;
- D. Complete all other items and operations necessary for installation of the 45 MJ.

**Bid Item 47 – 6” C900 DR14 water line:**

Measurement shall be per lineal foot. Payment shall be full compensation for all labor and equipment necessary to install the 6”C900 DR14 waterline. Payment includes the following items and tasks:

- A. Excavate city standard trench;
- B. Install sand bedding and backfill compacted to 95% modified proctor;
- C. Install 6” C900 DR14 Waterline in locations shown on the design plans;
- D. Ensure proper slope and alignment as to avoid existing utilities;
- E. Install granular backfill to 95% modified proctor;
- F. Complete all other items and operations necessary for installation of the new waterline.

**Bid Item 48 – ¾”x1” Corp Stop:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to install the ¾”x1” Corp Stop. Payment includes the following items and tasks:

- A. Install ¾”x1” Corp Stop to saddle on existing water main;
- B. Connect to existing HDPE poly lateral;
- C. Complete all other items and operations necessary for installation of the ¾”x1” Corp Stop.

**Bid Item 49 – Grounding clamp:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to install the grounding clamp. Payment includes the following items and tasks:

- A. Install grounding clamp on pump line with #4 stranded copper wire with lug, ground rod, and run to snakepit location with hydrant or service line as it crosses the pump line to the west side of the road;
- B. Coordinate with North Ogden City Water Department for direction and locations of clamps.

**Bid Item 50 – Excavate trench area:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to excavate native material for utility trenches, and haul away or stockpile on site, as well as import granular material. Payment includes the following items and tasks:

- A. Excavate trench areas and haul away or stockpile native material deemed satisfactory for use;
- B. Use excavated material as trench backfill above pipe zone and below granular borrow if deemed satisfactory material;
- C. Haul away excess and unsatisfactory material and dispose of in a safe and legal manner;
- D. Import 3” minus backfill if required.

**Bid Item 51 – Furnish and install imported sand bedding:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to furnish and install imported sand bedding for new waterline, including compaction to 95% of modified proctor. Payment includes the following items and tasks:

- A. Furnish & install sand bedding & backfill;
- B. See North Ogden standard details for typical trench section;

**Bid Item 52 – Furnish and install imported gravel bedding:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to furnish and install imported gravel bedding for new sewer and storm drain pipe, including compaction to 95% of modified proctor. Payment includes the following items and tasks:

- A. Furnish & install gravel bedding & backfill;
- B. See North Ogden standard details for typical trench section;

## **Bid Schedule B**

### **Bid Item 1 – New fire hydrant assembly:**

Measurement shall be per unit. Payment shall be full compensation for all labor, material, and equipment necessary to furnish and install new fire hydrant assembly. Payment includes the following items and tasks:

- A. 12 MJ x 12 MJ x 6 FL Hydrant T with FL x MJ gate valve, valve box, lid, and concrete collar, snakepit with access point, ground rod, tracer wire and 4'x4' concrete pad, complete.
- B. Connect Fire hydrant to new 12" Main;
- C. Complete all other items and operations necessary to furnish and install fire hydrant assembly.

### **Bid Item 2 – 12" C900 DR14 waterline:**

Measurement shall be per lineal foot. Payment shall be full compensation for all labor and equipment necessary to install the 12" C900 DR14 waterline. Payment includes the following items and tasks:

- A. Excavate city standard trench;
- B. Install sand bedding & backfill compacted to 95% modified proctor;
- C. Install 12" PVC C900 DR14 Waterline in locations shown on the design plans;
- D. Ensure proper slope and alignment as to avoid existing utilities;
- E. Complete all other items and operations necessary for installation of the new waterline.

### **Bid Item 3 – 12"x8" Reducer:**

Measurement shall be per unit. Payment shall be full compensation for all labor, material, and equipment necessary to furnish and install the 12"x8" reducer. Payment includes the following items and tasks:

- A. Perform connection to proposed 12" C900 DR14 waterline;
- B. Perform connection to proposed 8" C900 waterline;
- C. Complete all other items and operations necessary to furnish and install the 12"x 8" reducer.



**Bid Item 4 – 8” C900 DR14 waterline:**

Measurement shall be per lineal foot. Payment shall be full compensation for all labor and equipment necessary to install the 8” C900 DR14 waterline. Payment includes the following items and tasks:

- A. Excavate city standard trench;
- B. Install sand bedding & backfill compacted to 95% modified proctor;
- C. Install 8” C900 DR14 waterline in locations shown on the design plans;
- D. Ensure proper slope and alignment as to avoid existing utilities;
- E. Complete all other items and operations necessary for installation of the new waterline.

**Bid Item 5 – 8” Sleeve:**

Measurement shall be per unit. Payment shall be full compensation for all labor, material, and equipment necessary to furnish and install the 8” sleeve. Payment includes the following items and tasks:

- A. Perform connection to proposed 8” C900 waterline;
- B. Perform connection to existing 8” waterline;
- C. Complete all other items and operations necessary to furnish and install the 8” sleeve.

**Bid Item 6 – 8” 45 MJ:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to install the 8” 45 MJ. Payment includes the following items and tasks:

- A. Locate and protect existing utilities;
- B. Install 8” 45 MJ as shown on plans with thrust blocks per city standard;
- C. Perform connections to new 8” PVC C900 waterline;
- D. Complete all other items and operations necessary for installation of the 45 MJ.

**Bid Item 7 – Service Line complete ¾” short side service:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to install the ¾” service line. Payment includes the following items and tasks:

- A. Locate and protect existing utilities;
- B. Services complete, 12” saddle Romac 202 NS, ¾” Corp, SS inserts, meter setter with dual check, tracer wire, CTS compression coupler for connection to resident’s as needed. Long side, short side items.
- C. Excavate city standard trench;
- D. Install sand bedding & backfill compacted to 95% modified proctor;
- E. Install ¾” HDPE poly lateral in locations shown on the design plans;
- F. Install locator wire and warning ribbon;
- G. Perform connection to ¾” HDPE poly lateral.
- H. Install granular backfill to 95% modified proctor;
- I. Complete all other items and operations necessary for installation of the new service.

**Bid Item 8 – Service Line complete ¾” long side service:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to install the ¾” service line. Payment includes the following items and tasks:

- A. Locate and protect existing utilities;
- B. Services complete, 12” saddle Romac 202 NS, ¾” Corp, SS inserts, meter setter with dual check, tracer wire, CTS compression coupler for connection to resident’s as needed. Long side, short side items.
- C. Excavate city standard trench;
- D. Install sand bedding & backfill compacted to 95% modified proctor;
- E. Install ¾” HDPE poly lateral in locations shown on the design plans;
- F. Install locator wire and warning ribbon;
- G. Perform connection to ¾” HDPE poly lateral.
- H. Install granular backfill to 95% modified proctor;
- I. Complete all other items and operations necessary for installation of the new service.

**Bid Item 9 – Service Line complete 1” short side service:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to install the 1” service line. Payment includes the following items and tasks:

- A. Locate and protect existing utilities;
- B. Services complete, 12” saddle Romac 202 NS, 1” Corp, SS inserts, meter setter with dual check, tracer wire, CTS compression coupler for connection to resident’s as needed. Long side, short side items.
- C. Excavate city standard trench;
- D. Install sand bedding & backfill compacted to 95% modified proctor;
- E. Install 1” HDPE poly lateral in locations shown on the design plans;
- F. Install locator wire and warning ribbon;
- G. Perform connection to 1” HDPE poly lateral.
- H. Install granular backfill to 95% modified proctor;
- I. Complete all other items and operations necessary for installation of the new service.

**Bid Item 10 – Service Line complete 1” long side service:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to install the 1” service line. Payment includes the following items and tasks:

- A. Locate and protect existing utilities;
- B. Services complete, 12” saddle Romac 202 NS, 1” Corp, SS inserts, meter setter with dual check, tracer wire, CTS compression coupler for connection to resident’s as needed. Long side, short side items.
- C. Excavate city standard trench;
- D. Install sand bedding & backfill compacted to 95% modified proctor;
- E. Install 1” HDPE poly lateral in locations shown on the design plans;
- F. Install locator wire and warning ribbon;
- G. Perform connection to 1” HDPE poly lateral.
- H. Install granular backfill to 95% modified proctor;
- I. Complete all other items and operations necessary for installation of the new service.

**Bid Item 11 – Valve box w/ monument & concrete collar:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to install the Valve box w/ monument & concrete collar. Payment includes the following items and tasks:

- A. Installation of empty valve box on new 8” 45 MJ;
- B. Installation of monument and concrete collar raised to grade;
- C. Complete all other items and operations necessary to furnish and install empty valve box and monument.

**Bid Item 12 – 12” 45 MJ :**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to install the 12” 45 MJ. Payment includes the following items and tasks:

- A. Locate and protect existing utilities;
- B. Install 12” 45 MJ with thrust blocks as required in the field to loop 12” DR14 PVC waterline under existing utilities;
- C. Perform connections to new 12” C900 DR14 waterline;
- D. Complete all other items and operations necessary for installation of the 45 MJ.

**Bid Item 13 – Excavate trench area:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to excavate native material for utility trenches, and haul away or stockpile on site, as well as import granular material. Payment includes the following items and tasks:

- A. Excavate trench areas and haul away or stockpile native material deemed satisfactory for use;
- B. Use excavated material as trench backfill above pipe zone and below granular borrow if deemed satisfactory material;
- C. Haul away excess and unsatisfactory material and dispose of in a safe and legal manner;
- D. Import 3” minus backfill if required.

**Bid Item 14 – Furnish and install imported sand bedding:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to furnish and install imported sand bedding for new waterline, including compaction to 95% of modified proctor. Payment includes the following items and tasks:

- A. Furnish & install sand bedding & backfill;
- B. See North Ogden standard details for typical trench section;

### **Bid Schedule C**

#### **Bid Item 1 – Relocate ex. Pineview irrigation 2" service to new park strip & reconnect to resident's private system:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to relocate the irrigation service and connect to existing irrigation main. Payment includes the following items and tasks:

- A. Relocation of existing irrigation service;
- B. New 2" HDPE lateral and associated connections to existing main and relocated service
- C. Install bedding & backfill compacted to 95% modified proctor;
- D. Connection to resident's private system;
- E. Install granular backfill to 95% modified proctor;
- F. Complete all other items and operations necessary to match existing function of irrigation service.

#### **Bid Item 2 – Relocate ex. Pineview irrigation 1" service to new park strip & reconnect to resident's private system:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to relocate the irrigation service and connect to existing irrigation main. Payment includes the following items and tasks:

- A. Relocation of existing irrigation service;
- B. New 1" HDPE lateral and associated connections to existing main and relocated service
- C. Install bedding & backfill compacted to 95% modified proctor;
- D. Connection to resident's private system;
- E. Install granular backfill to 95% modified proctor;
- F. Complete all other items and operations necessary to match existing function of irrigation service.

**Bid Item 3 – Furnish & Install 12" gate valve:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to furnish and install the 12" gate valve. Payment includes the following items and tasks:

- A. Install 12" gate valve;
- B. Perform connection to new 12" C900 DR18 waterline;
- C. adjust valve lid to final elevation with concrete rings;
- D. Install concrete collar;
- E. Complete all other items and operations necessary to install 12" gate valve.

**Bid Item 4 – Furnish & Install 12" DR18 Pipe:**

Measurement shall be per lineal unit. Payment shall be full compensation for all labor and equipment necessary to furnish and install the 12" DR18 pipe. Payment includes the following items and tasks:

- A. Locate and protect existing utilities;
- B. Excavate city standard trench;
- C. Remove existing irrigation pipe and dispose of in a safe and legal manner;
- D. Install sand bedding & backfill compacted to 95% modified proctor;
- E. Install 12" DR18 pipe in locations shown on the design plans;
- F. Ensure proper slope and alignment as to avoid existing utilities;
- G. Perform connections to existing irrigation main;
- H. Install granular backfill to 95% modified proctor;
- I. Complete all other items and operations necessary for installation of the new irrigation line.

#### **Bid Item 5 – Excavate trench area:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to excavate native material for utility trenches, and haul away or stockpile on site, as well as import granular material. Payment includes the following items and tasks:

- A. Excavate trench areas and haul away or stockpile native material deemed satisfactory for use;
- B. Use excavated material as trench backfill above pipe zone and below granular borrow if deemed satisfactory material;
- C. Haul away excess and unsatisfactory material and dispose of in a safe and legal manner;
- D. Import 3” minus backfill if required.

#### **Bid Item 6 – Furnish and install imported sand bedding:**

Measurement shall be per unit. Payment shall be full compensation for all labor and equipment necessary to furnish and install imported sand bedding for new waterline, including compaction to 95% of modified proctor. Payment includes the following items and tasks:

- A. Furnish & install sand bedding & backfill;
- B. See North Ogden standard details for typical trench section;

### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run. Anticipated NTP is April 2026. The date of substantial completion shall be no later than October 15<sup>th</sup>, 2026.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security in the form of Bid Bond or Cashier Check;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: \_\_\_\_\_ *or* Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

7.02 Required Bidder Qualification Statement and Choosing by Advantage (CBA) form with Supporting Data.

## **ARTICLE 8 – DEFINED TERMS**

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

## **ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

### A Partnership

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

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_



A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Qualification to do business in \_\_\_\_\_ is \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_.

## SECTION 00 52 00

### CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between NORTH OGDEN CITY (“Owner”) and  
\_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

#### ARTICLE 1 - WORK

1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents.*

#### ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: 450 East Widening Project – Phase 2 ( Project #24-131).

#### ARTICLE 3 - ENGINEER

3.01 The Project has been designed by ESI Engineering, Inc which is to act as Owner’s representative, assume duties and responsibilities as agreed upon, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

#### ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in

Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

## **ARTICLE 5 - CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

## **ARTICLE 6 – PAYMENT PROCEDURES**

### **6.01 *Submittal and Processing of Payments***

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### **6.02 *Progress Payments; Retainage***

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including

but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 25 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

### **ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing

reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01    *Contents***

- A. The Contract Documents consist of the following:
  - 1. This Agreement.
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. Other bonds as required.
  - 5. General Conditions.
  - 6. Supplementary Conditions.
  - 7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings

9. Addenda.

10. Exhibits to this Agreement:

a. Contractor's Bid.

b. Documentation submitted by Contractor prior to Notice of Award.

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 *Assignment of Contract***

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

### **10.03 *Successors and Assigns***

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

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

#### 10.05 Contractor's Certifications

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2024 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

NORTH OGDEN CITY

By: \_\_\_\_\_

By: \_\_\_\_\_



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

Attest  
\_\_\_\_\_  
\_\_\_\_\_

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

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

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

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

Attest: \_\_\_\_\_

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

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_

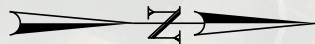
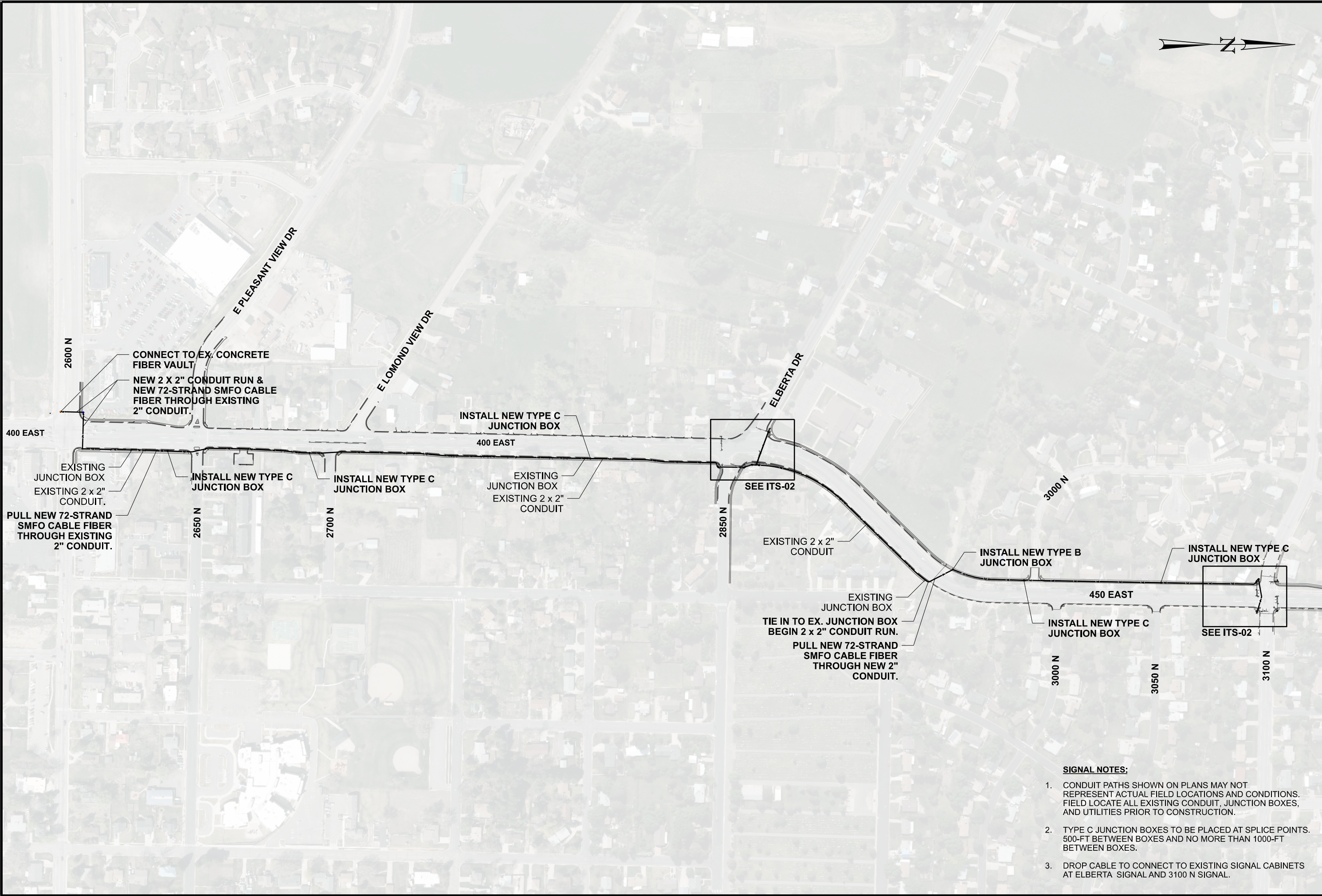
Agent for service of process:

\_\_\_\_\_

**SECTION 00 43 13**



**BID SECURITY**



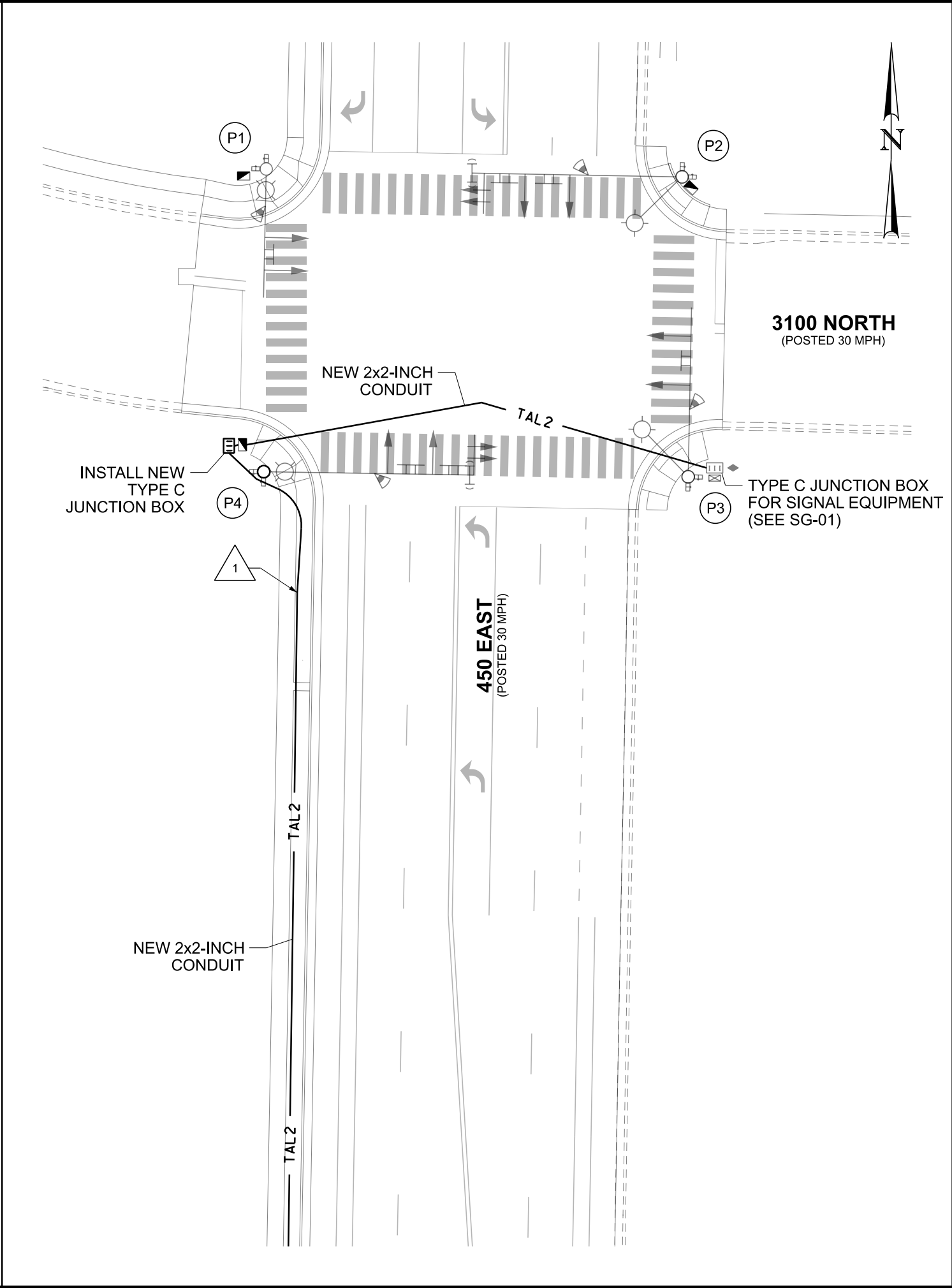
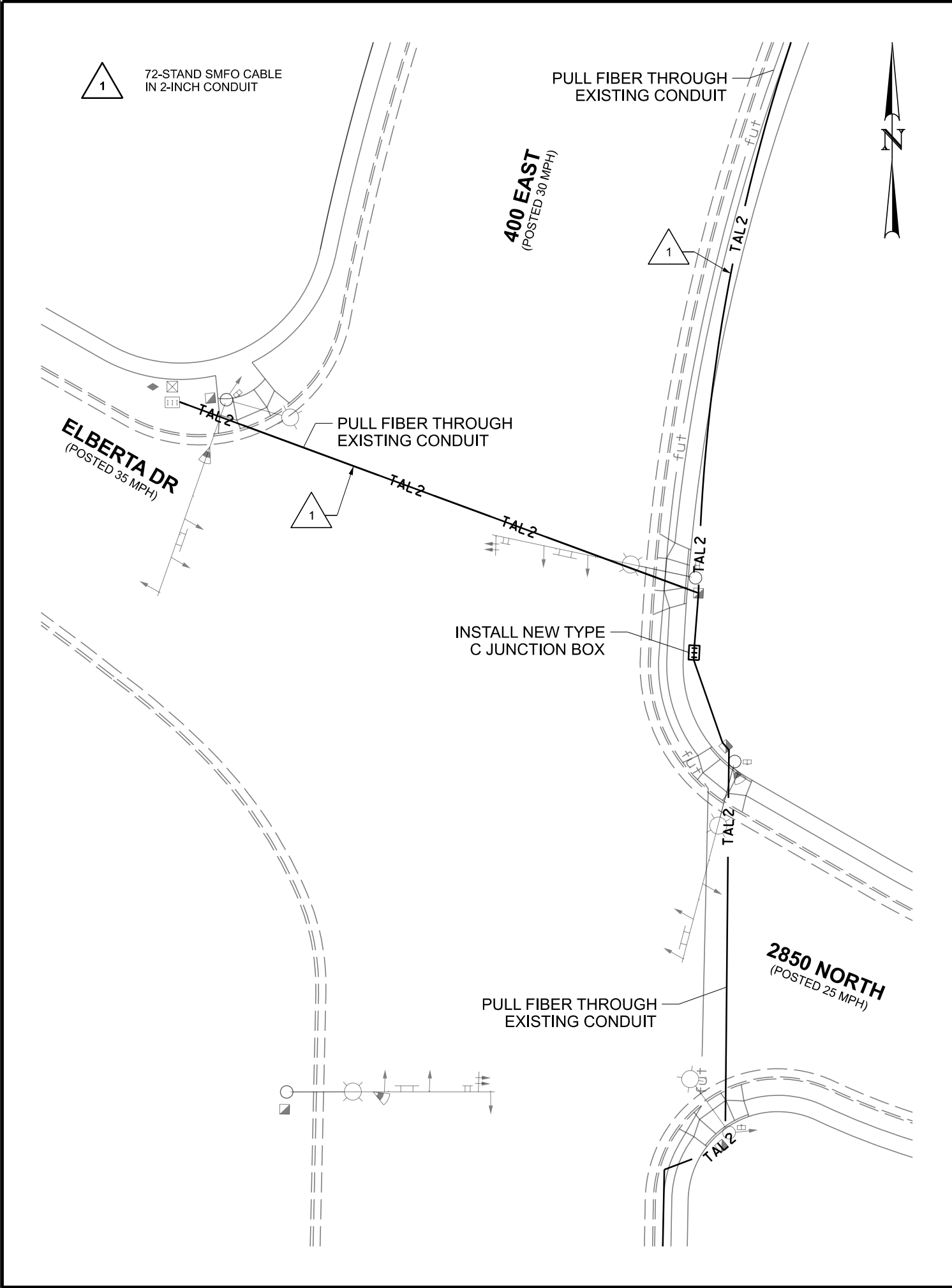



**SIGNAL NOTES:**

- 1. CONDUIT PATHS SHOWN ON PLANS MAY NOT REPRESENT ACTUAL FIELD LOCATIONS AND CONDITIONS. FIELD LOCATE ALL EXISTING CONDUIT, JUNCTION BOXES, AND UTILITIES PRIOR TO CONSTRUCTION.
- 2. TYPE C JUNCTION BOXES TO BE PLACED AT SPLICE POINTS. 500-FT BETWEEN BOXES AND NO MORE THAN 1000-FT BETWEEN BOXES.
- 3. DROP CABLE TO CONNECT TO EXISTING SIGNAL CABINETS AT ELBERTA SIGNAL AND 3100 N SIGNAL.


REVISIONS		APPROVED BY		REMARKS
		NO.	DATE	
<div><div></div><div><div>10/7/2025</div><div>DATE</div></div><div><div>DRAWN BY</div><div>MDF</div></div><div><div>OC</div><div>CHECKED BY</div></div><div><div>BFC</div></div></div>				
<div><div><div>ESI ENGINEERING, INC.</div><div>CONSULTING ENGINEERS AND LAND SURVEYORS</div><div>4141 W 2100 S SUITE 100 SALT LAKE CITY, UTAH 84120 TEL. 801.263.1752 FAX 801.263.1780</div></div><div></div><div><div>NORTH OGDEN CITY</div><div>450 EAST WIDENING</div><div>PROJECT PHASE 2</div></div><div><div>ITS</div></div></div>				
SHEET NO. 19		SHEET TYP. ITS-01		
PROJ. NO. 24-131				






REVISIONS		APPROVED BY		REMARKS
10/7/2025 DATE		MDF DRAWN BY	BFC CHECKED BY	
ESI ENGINEERING, INC. CONSULTING ENGINEERS AND LAND SURVEYORS 4141 W 2100 S, SUITE 100 SALT LAKE CITY, UTAH 84120 TEL. 801.263.1752 FAX 801.263.1780				
NORTH OGDEN CITY 450 EAST WIDENING PROJECT PHASE 2		ITS		
SHEET NO. 20		SHEET TYP. ITS-02		
PROJ. NO. 24-131				



	<b>ESI Engineering, Inc.</b>	Project	North Ogden City			Sheet No.
	4141 W 2100 S Suite 100		450 East Widening Project Phase 2			1 of 3
	Salt Lake City, Utah	Owner	<b>North Ogden City</b>			
	Phone (801) 263-1752	Estimated by:	MDF	Date:	1/20/26	Project No.
	Fax (801) 263-1780	Checked by:	BFC	Date:	1/20/26	24-131
<b>Consulting Engineers &amp; Land Surveyors</b>		<b>Bid Schedule A - Roadway</b>				
Item	Description	Total Amount	Units	Unit Price	Total	
1	Mobilization	1	LS			
2	Traffic Control	1	LS			
3	Survey Construction Staking	1	LS			
4	Pothole existing utility as needed	3	EA			
5	Remove concrete curb and gutter	1600	FT			
6	Remove concrete sidewalk	295	SQ YD			
7	Remove concrete driveway	620	SQ YD			
8	Remove asphalt pavement	9880	SQ YD			
9	Remove tree	41	EA			
10	Remove catch basin	7	EA			
11	Reconstruct catch basin	2	EA			
12	Relocate irrigation junction box	3	EA			
13	Relocate irrigation valve	2	EA			
14	Remove pipe	170	FT			
15	Roadway excavation (Plan Quantity)	3200	CY			
16	Borrow soft spot repair	495	CY			
17	Catch Basin	1	EA			
18	Double Catch Basin	2	EA			
19	18" RCP Storm drain Pipe	135	FT			
20	24" RCP Storm drain Pipe	66	FT			
21	4" Sewer lateral w/ tracer wire	450	FT			
22	Connect new 4" sewer lateral to existing wye	6	EA			
23	Granular Borrow (Plan Quantity)	1060	CY			
24	Untreated base course (Plan Quantity)	3120	CY			
25	HMA - 1/2 inch	3700	TN			
26	Concrete curb and gutter	1525	FT			
27	Concrete waterway	280	SQ FT			
28	Concrete sidewalk	5250	SQ FT			
29	Concrete Driveway, flared, 6 inch thick	400	SQ FT			
30	Remove & Replace Pedestrian access ramp	10	EA			
31	Reconstruct manhole	14	EA			
32	Reconstruct valve	12	EA			
33	Relocate sign	3	EA			
34	New sign, post, and base	2	EA			
35	Mailbox assembly	4	EA			
36	Decorative landscape - parkstrip	4820	SQ FT			
37	450 East & 3100 North Traffic Signal	1	LS			
38	ITS System	1	LS			
39	Striping as shown on plan sheets	1	LS			
40	Re-establish existing landscape and pressurized irrigation system	1	LS			
41	Remove existing water meter	9	EA			
42	Relocate existing fire hydrant	4	EA			
43	Water meter w/ meter pit	6	EA			
44	6" Gate valve	1	EA			

Item	Description	Total Amount	Units	Unit Price	Total
45	1" HDPE poly lateral	480	LF		
46	6" 45° MJ	2	EA		
47	6" C900 DR14 water line	250	LF		
48	¾"x1" Corp Stop	6	EA		
49	Grounding clamp	6	EA		
50	Excavate trench areas. Based on Proctor of material, use excavated material as trench backfill above pipe zone and below granular borrow if deemed satisfactory material. Haul away unsatisfactory material and import 3" minus granular backfill if required.	220	TN		
51	Furnish and install imported sand bedding for new waterline, including compaction to 95% of modified proctor	145	TN		
52	Furnish and install imported gravel bedding for new sewer and storm drain pipe, including compaction to 95% of modified proctor	150	TN		
<b>Subtotal (Items 1-52)</b>					

	<b>ESI Engineering, Inc.</b>	Project	North Ogden City			Sheet No.
	4141 W 2100 S Suite 100		450 East Widening Project Phase 2			2 of 3
	Salt Lake City, Utah	Owner	North Ogden City			
	Phone (801) 263-1752	Estimated by:	MDF	Date:	1/20/26	Project No.
	Fax (801) 263-1780	Checked by:	BFC	Date:	1/20/26	24-131
<b>Consulting Engineers &amp; Land Surveyors</b>		<b>Bid Schedule B - Waterline</b>				
Item	Description	Total Amount	Units	Unit Price	Total	
1	New fire hydrant assembly	1	EA			
2	12" C900 DR14 waterline	400	FT			
3	12"x8" Reducer	2	EA			
4	8" C900 DR14 waterline	40	FT			
5	8" Sleeve or Alpha	2	EA			
6	8" 45° MJ	2	EA			
7	Service Line complete 3/4" short side service	1	EA			
8	Service Line complete 3/4" long side service	2	EA			
9	Service Line complete 1" short side service	2	EA			
10	Service Line complete 1" long side service	2	EA			
11	Valve box w/ monument & concrete collar	1	EA			
12	12" 45° MJ	2	EA			
13	Excavate trench areas. Based on Proctor of material, use excavated material as trench backfill above pipe zone and below granular borrow if deemed satisfactory material. Haul away unsatisfactory material and import 3" minus granular backfill if required.	230	TN			
14	Furnish and install imported sand bedding for new waterline, including compaction to 95% of modified proctor	165	TN			
<b>Subtotal (Items 1-14)</b>						