

City Council Staff Report



Date: 11/17/2021

Applicant: N/A

Prepared By:
Matt Hancock Director
Mapleton City Network

Public Hearing: N/A

Attachment:
RFP 2021-014 Mapleton City
Network Construction Phase I
Bid Documents

REQUEST

Request to award contract 2021-014 for the Mapleton City fiber optic network construction phase I.

BACKGROUND & DESCRIPTION

On April 28th 2021 Mapleton city passed a revenue bond to construct a fiber optic network throughout the community of Mapleton. This network system will provide high speed Internet access to every resident and business within the Mapleton City boundaries. The construction project is divided into three phases.

- Phase I: Engineering and construction of a high availability fiber optic backbone to serve the community of Mapleton.
- Phase II: Engineering and construction of the Mapleton Network Operation Center and the last mile fiber connections to homes and businesses in Mapleton.
- Phase III: Network engineering and commissioning of the Mapleton City Fiber Optic Network and Network Operation Center.

PRIORITIES AND TIMELINE OF PHASE I

The work will be substantially complete within 55 days of notice to proceed and procurement of all materials. Work will be completed according to the priorities and timelines noted below.

Priority 1:

- Completion within 25 days from notice to proceed and procurement of all materials:
- Network Operations Center conduit entry.
- Three 288 strand backbone/distribution cables and pathway installations, extending out from the Network Operations Center.

Priority 2:

- Completion within 35 days from notice to proceed and procurement of all materials
- 96 strand distribution cables and pathway installations In Zone 1.

Priority 3:

- Completion within 45 days from notice to proceed and procurement of all materials
- 96 strand distribution cables and pathway installations in Zone 4.

Priority 4:

- Completion within 55 days from notice to proceed and procurement of all materials
- 96 strand distribution cables and pathway installations in Zones 2, 3.

BID SOLICITATION RESULTS: Schedule A

PHASE I DELIVERABLES AND COST ESTIMATES

A solicitation for construction of phase I went out on the Utah State purchasing website and the Utah public notice website. This solicitation was posted on October 12th and closed on November 5th. The result of this solicitation is listed below.

RECOMMENDATION

Four qualified contractors submitted bid estimates for this project. After a thorough review and scoring of each bid estimate, Ineterwest Electric Company based in Springville, Utah submitted the winning bid. Staff recommends, awarding contract 2021-014, the Mapleton City fiber optic network construction phase I to, Interwest Electric Company for the total sum of \$1,338,290.00 Dollars.

Schedule A

No.	Interwest Electric Co.	Item Amount	Quantity	Unit	Unit Price	
1		Aerial Strand and Cabling System	71,100	LF	\$2.92	\$209,364
2		Underground Conduit and Cabling System	40,400	LF	\$21.93	\$885,972
3		Network Operations Center/City Hall Conduit and Cabling Entry System	1	EA	\$17,588	\$17,588
4		Communications Riser Conduit	24	EA	\$2,981.88	\$71,565
5		24x36x24 Junction Box	43	EA	\$1,119.28	\$48,129
6		OSV Optimus Super Vent Pedestal	6	EA	\$1,241.67	\$7,450
7		Electrical Service System	23	EA	\$1,191.30	\$27,400
8		Fusion Splice	1,920	EA	\$14.58	\$28,000
9		Splice Enclosure	32	EA	\$796.00	\$25,472
10		45Ft. Class 3 wood poles	8	EA	\$2,168.75	\$17,350
Total						\$1,338,290

** Lowest bid estimate provided by Interwest Electric Company.

No.	Fibertel Inc	Item Amount	Quantity	Unit	Unit Price	
1		Aerial Strand and Cabling System	71,100	LF	\$2.10	\$149,100
2		Underground Conduit and Cabling System	40,400	LF	\$26.88	\$1,085,952
3		Network Operations Center/City Hall Conduit and Cabling Entry System	1	EA	\$12,459.26	\$12,459
4		Communications Riser Conduit	24	EA	\$125.39	\$3,009
5		24x36x24 Junction Box	43	EA	\$1,227.80	\$52,795
6		OSV Optimus Super Vent Pedestal	6	EA	\$750.00	\$4500
7		Electrical Service System	23	EA	\$550.00	\$12,650
8		Fusion Splice	1,920	EA	\$12.44	\$23,884
9		Splice Enclosure	31	EA	\$792.85	\$24,578
10		45Ft. Class 3 wood poles	8	EA	\$2500.00	\$20,000
Total						\$1,388,929

No. Americom Inc.		Item Amount	Quantity	Unit	Unit Price	
1		Aerial Strand and Cabling System	91,700	LF	\$2.78	\$197,658
2		Underground Conduit and Cabling System	40,400	LF	\$22.20	\$896,880
3		Network Operations Center/City Hall Conduit and Cabling Entry System	1	EA	\$30,030.42	\$30,030
4		Communications Riser Conduit	24	EA	\$2,886.66	\$69,279
5		24x36x24 Junction Box	43	EA	\$1,841.22	\$79,172
6		OSV Optimus Super Vent Pedestal	6	EA	\$2,226.91	\$13,361
7		Electrical Service System	23	EA	\$5,822.46	\$133,916
8		Fusion Splice	1,920	EA	\$18.40	\$35,328
9		Splice Enclosure	32	EA	\$1,331.47	\$42,607
10		45Ft. Class 3 wood poles	8	EA	\$4,037.76	\$32,302
					Total	\$1,530,535

No. B. Jackson Construction		Item Amount	Quantity	Unit	Unit Price	
1		Aerial Strand and Cabling System	71,100	LF	\$3.60	\$255,960
2		Underground Conduit and Cabling System	40,400	LF	\$23.00	\$929,200
3		Network Operations Center/City Hall Conduit and Cabling Entry System	1	EA	\$12,500	\$12,500
4		Communications Riser Conduit	24	EA	\$1,660	\$39,840
5		24x36x24 Junction Box	43	EA	\$1,980	\$84,140
6		OSV Optimus Super Vent Pedestal	6	EA	\$3,510	\$21,060
7		Electrical Service System	23	EA	\$3,740	\$86,020
8		Fusion Splice	1,920	EA	\$36.00	\$69,120
9		Splice Enclosure	32	EA	\$1,180	\$37,760
10		45Ft. Class 3 wood poles	8	EA	\$1,840	\$14,720
					Total	\$1,550,320



MAPLETON

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TITLE PAGE

CONSTRUCTION OF
MAPLETON CITY
FIBER NETWORK CONSTRUCTION
PHASE I
2021

CONTRACT DOCUMENTS

RFP 2021-014

MAPLETON CITY FIBER NETWORK CONSTRUCTION – PHASE I PROJECT

Matt Hancock – Mapleton City Network Director

125 W 400 N

Mapleton, UT 84664

(801) 489-5655

*Bids will be received through the Utah Supplier Portal website at **purchasing.utah.gov**, until 2:00 p.m.*

Friday, November 5, 2021

**A PRE-BID MEETING WILL BE HELD ON OCTOBER 19TH AT 10:00 AM AT THE
MAPLETON CITY COMMUNITY CENTER LOCATED AT 125 W 400 N, MAPLETON, UT.
WEARING OF MASKS AND SOCIAL DISTANCING IS REQUIRED.**



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Drawings

Construction Drawings Prepared by Horrocks Engineering, Inc.

<https://mcpw.maps.arcgis.com/apps/dashboards/9131e6d2636d41daa26569319bfd6a70>



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00 11 16 INVITATION TO BID

PART 1 GENERAL

1.1 CONSTRUCTION CONTRACT

- A. Within seven (7) calendar days after OWNER issues Notice of Intent to Award the Construction Contract to the successful Bidder, the Bidder shall pick up, sign and return to OWNER, the required number of copies of the Agreement (Document 00 52 00), bonds, insurance, and Status Verification System Affidavit: A minimum of two (2) originals will be signed and returned to the OWNER. One executed original will be returned to the Bidder. Bidder shall comply with all execution requirements.
- B. All of Bidder's executions and submittals must be delivered to the OWNER before OWNER will execute the Construction Contract. The Construction Contract will not be deemed awarded and shall not be binding on the OWNER until it has been approved and executed by the OWNER, and a fully executed copy is formally delivered to the CONTRACTOR. The OWNER reserves the right to rescind its Notice of Intent to Award without liability, except for the return of Bidder's Bid Security, at any time before the Construction Contract has been fully executed by all parties and delivered to the CONTRACTOR.
- C. Transfers, delegations, or assignments of interests in the Contract Documents are prohibited, unless prior written authorization is received from the OWNER.
- D. At the time of Bidding, and the signing of the Agreement, and at all times during the Work, Bidder shall be properly licensed to do the Work and shall be in compliance with the license laws of the State of Utah, Mapleton City and Utah County. The Bidder shall also require all Subcontractors to do the same.
- E. If a Bidder fails to fully and properly execute the Construction Contract and provide all submittals required therewith within seven (7) calendar days after the date of the Notice of Intent to Award, the OWNER may elect to rescind the Notice of Intent to Award and the OWNER shall be entitled to the full amount of Bidder's Bid Security, not as a penalty, but in liquidation of and compensation for damages sustained. In the OWNER's sole discretion, a Notice of Intent to Award may then be



provided to another bidder whose Bid is most advantageous to the OWNER, price and other factors considered.

1.2 BID LOCATION AND OPENING

- A. Bids will be received until **2:00 P.M. ON FRIDAY, NOVEMBER 5TH, 2021** through the **UTAH SUPPLIER PORTAL WEBSITE AT PURCHASING.UTAH.GOV**. Bids will be opened and tabulated by Mapleton City. A bid abstract containing bid results will be provided to bidders by Mapleton City within one week of the bid.

1.3 BID BONDS

- A. A Bid Bond in the amount of 5 percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders. The Bid Bond will be returned to each unsuccessful Bidder after tabulation and award of the Construction Contract.

1.4 BASIS OF BIDS

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

1.5 CONTRACT TIME

- A. The Work will be Substantially Complete by **WITHIN 90 DAYS OF NOTICE TO PROCEED AND PROCUREMENT OF ALL MATERIALS**. Work will be completed according to the priorities and timelines noted below.

Priority 1 – Completion within 30 days from Notice to Proceed and procurement of all materials:

- Network Operations Center conduit entry.
- Three 288 strand backbone/distribution cables and pathway installations, extending out from the Network Operations Center.

Priority 2 – Completion within 45 days from Notice to Proceed and procurement of all materials:

- 96 strand distribution cables and pathway installations in Zone 1.



Priority 3 – Completion within 60 days from Notice to Proceed and procurement of all materials:

- 96 strand distribution cables and pathway installations in Zone 4.

Priority 4 – Completion within 90 days from Notice to Proceed and procurement of all materials:

- 96 strand distribution cables and pathway installations in Zones 2 and 3.

1.6 EXAMINATION AND PROCUREMENT OF DOCUMENTS

- A. Construction Drawings Prepared by Horrocks Engineering, Inc.

<https://mcpw.maps.arcgis.com/apps/dashboards/9131e6d2636d41daa26569319bfd6a70>

1.7 RIGHT TO REJECT BIDS

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

1.8 GOVERNING LAWS AND REGULATIONS

- A. This project is not federally funded and does not require the payment of specific wage rates. Payroll submittal will not be required.
- B. Bidders on this Work will be subject to the applicable provisions of all federal rules, laws and regulations or orders.
- C. Bidder must provide proof that he has completed the registration process in an approved immigration status verification system and is in full compliance with the immigration status verification program as well as all requirements of Utah Code Section 63G-11-103.
- D. Bidder will also be required to provide similar proof of compliance for any subcontractor who works under the terms of the Contract Documents.

END OF DOCUMENT



00 21 13

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 DEFINED TERMS

- A. General Conditions: as published in Document 00 72 00 in the **APWA MANUAL OF STANDARD SPECIFICATIONS**.
- B. Terms used in the Bid Documents that are defined in Article 1.1 of Document 00 72 00 General Conditions will have the meanings indicated in the General Conditions.

1.2 COPIES OF BID DOCUMENTS

- A. Bidders must use complete sets of Bid Documents in preparing Bids. OWNER and DIRECTOR assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- B. Bid Documents are made available to bidders only for the purpose of obtaining Bids on the Work. No license or grant for any other use is given.
- C. Bidding Document copyrights shall remain with the OWNER.
- D. All provisions of the current edition of the Manual of Standard Specifications and Manual of Standard Plans published by the Utah Chapter of the American Public Works Association that are applicable to the Work are hereby made a part of the Contract Documents by reference. The publications may be purchased separately from the LTAP Center, Utah State University 8205 Old Main Hill, Logan UT 84322-8205 or online at **UTAH.APWA.NET**.
- E. All provisions of the State of Utah Standard Specifications and Standard Drawings for Road and Bridge Construction, U.S. Standard Units (Inch-Pound Units), Edition 2017, as well as all other specified changes that are applicable to the Work are hereby made part of the Contract Documents



by reference. The documents may be obtained separately from UDOT's website, WWW.UDOT.UTAH.GOV.

1.3 PRE-BID COMMUNICATION

- A. The OWNER shall not be bound by any statements, representations, conclusions, or assumptions made by any party, whether oral or written, except for written statements that are issued in an Addendum by the DIRECTOR to all prospective bidders.

1.4 PHYSICAL CONDITIONS

- A. **IN GENERAL:** Prior to submitting a Bid, each Bidder is responsible to review all available explorations, tests and data concerning surface conditions, subsurface conditions and Underground Facilities at or contiguous to the site, or otherwise, which may affect cost, progress, performance or furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- B. **UNDERGROUND FACILITIES:** Information and data indicated in the Contract Documents regarding Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and DIRECTOR by owners of such Underground Facilities. The OWNER does not assume responsibility for the accuracy or completeness thereof other than as provided in paragraph 4.3A.2 of the General Conditions.
- C. **ADDITIONAL EXPLORATIONS AND TESTS:** If feasible as determined by OWNER, the OWNER will provide each Bidder access to the site to conduct any explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall obtain permits, fill all holes, clean up and restore the site to its former condition upon completion of such explorations. by requesting such an exploration or test, Bidder agrees to release, indemnify, defend, and save the OWNER harmless from all costs damages and liabilities an any kind whatsoever, including reasonable attorneys' fees, that may arise relating to or as a result of the performance of such explorations or tests.

1.5 COMPENSATION AND QUANTITIES

- A. **IN GENERAL:** The bid price for any lump sum or unit price contract includes all labor, materials, and incidental work to fully complete the Work



- B. in a satisfactory manner under the terms of the Contract Documents. Bidders are responsible to inform themselves of the character of the Work to be performed.
- C. **LUMP SUM WORK:** If the Work is to be paid for on a lump sum basis, the lump sum will be the only sum paid.
- D. **UNIT PRICE WORK:** If any portion of the Work is to be paid for on a unit price basis, payment will cover only work performed and materials supplied at the unit prices bid and, on the terms, set forth in the Contract Documents, irrespective of any quantity approximations in the Bid Documents. Any quantity approximations in the Bid Documents are stated as a basis for determining bids, and do not fix the amount of Work to be done or materials to be furnished. Stated quantities are estimates for doing the class of work required. Actual quantities will vary. The OWNER may deviate in either direction from any indicated quantities. The Bidder shall have no claim for any variation in quantity, except to the extent permitted in the General Conditions.

1.6 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. **IN GENERAL:** The OWNER shall not be bound by any statements, representations, conclusions, or assumptions made by any party, whether oral or written, except for written statements that are issued in an Addendum.
- B. **ACCESS:** The Contract Documents designate the site for performance of the Work. Bidder is responsible to investigate the site and understand all access requirements. All additional off-site



lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Bidder.

- C. **CONTRACT DOCUMENTS:** The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 1.4; that without exception the Bid is premised upon performing and furnishing the Work required by the Contract
- D. **BIDDER'S OBLIGATIONS:** In addition to Bidder's other responsibilities and obligations regarding submitting a Bid, it is the responsibility of the Bidder before submitting a Bid, to:
1. Examine the Contract Documents thoroughly.
 2. Visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work.
 3. Investigate all applicable construction and labor conditions, quantities, and the character of the Work as they affect cost, progress, performance, or furnishing of the Work.
 4. Consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
 5. Study and carefully correlate Bidder's observations with the Contract Documents.
 6. Review all available explorations and data concerning surface and subsurface conditions as set forth in Section 1.4 above; and
 7. Identify and notify DIRECTOR in writing in the manner set forth in Section 2.1.A below of all specific conflicts, omissions, errors, or discrepancies in the Contract Documents, or if Bidder doubts their meanings.
- E. The failure or omission of any Bidder to take any of the foregoing actions shall not in any way relieve Bidder of its Bid, or its obligation to furnish all material, equipment, labor and services necessary to carry out the provisions of the Contract Documents and to complete the contemplated



Work for the consideration set forth in its Bid. Submission of a Bid shall constitute prima facie evidence of compliance with these instructions.

- F. **DEVIATIONS FROM THE TERMS OF THE CONTRACT DOCUMENTS:** OWNER will not accept any deviations whatsoever from the printed terms of the Agreement and the Contract Documents, except by Addendum or Change Order.

1.7 EFFECT OF SUBMITTING BID.

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



the total contract price. The sum of each bond shall be in an amount equal to the completed contract price at the completion of the Work.

3. OWNER does not provide any release of Performance Bonds or Payment Bonds. The bonds are in effect throughout all periods during which a suit may be brought under the provisions of applicable law.

D. By submitting a Bid, Bidder represents that the matters stated therein are true and correct.

PART 2 **BIDDING PROCEDURES**

2.1 **INTERPRETATIONS AND ADDENDA**

- A. All requests for interpretation of the Contract Documents shall be made in writing and delivered to the DIRECTOR via email no later than seven (7) calendar days prior to opening of Bids. At the DIRECTOR's discretion, DIRECTOR will send the written interpretation to all persons receiving a set of Bid Documents in the form of an Addendum. If the DIRECTOR does not respond to a Bidder's request for interpretation the Bidder shall comply with the intent and terms of the Contract Documents.
- B. No oral interpretations shall be made to any Bidder. The OWNER shall not be responsible for or bound by any statements, interpretations, explanations, representations, conclusions or assumptions made by any party, whether oral or written, except for written statements that are issued in an Addendum by the DIRECTOR to all prospective bidders.
- C. Each statement made in an Addendum is part of the Contract Documents at the location designated in the Addendum. A statement issued in an Addendum shall have the effect of modifying a portion of the Bid Documents when the statement in the Addendum specifies a section,



paragraph or text and states that it is to be so modified. Only the specified section, paragraph or text shall be so modified, and all other portions of the Bid Documents shall remain in effect.

- D. Bidders shall sign to acknowledge their receipt of all Addenda issued. Bidders shall also acknowledge receipt of all Addenda in the space provided in the Bid.
- E. Except to postpone the Bid opening, no Addenda shall be issued within 48 hours of the Bid opening.

2.2 EQUIPMENT AND MATERIAL OPTIONS PRIOR TO BID OPENING

- A. If a Bidder or Supplier wishes to supply a product other than that identified in the Contract Documents, said Bidder or Supplier shall submit a written request for approval to the DIRECTOR at least ten (10) calendar days prior to the date set for opening of bids.
- B. The procedure for submission of any such product option shall be as set forth in Article 6.4 of document 00 72 00 General Conditions. It is the sole responsibility of the Bidder or Supplier to submit complete descriptive and technical information so that DIRECTOR can make a proper appraisal.
- C. DIRECTOR's failure to act upon such a request within five (5) days after receipt shall be deemed a denial thereof.
- D. Any such approval is at the sole discretion of the DIRECTOR and will be in the form of an Addendum issued to all Bidder's holding Bid Documents indicating that the additional equipment or materials are approved as equal to those specified for the Project.
- E. The Construction Contract, if awarded, will be based on materials and equipment specified in the Drawings and Specifications and any changes permitted in any Addenda.
- F. **BIDDER MAY BID ON ANY AND/OR ALL BID SCHEDULES AS PREFERRED. OWNER RESERVES THE RIGHT TO AWARD EACH BID SCHEDULE INDIVIDUALLY OR TOGETHER AS ONE PROJECT AS OWNER SEES FIT.**

2.3 BID SECURITIES

- A. **AMOUNT OF BID SECURITY:** A Bid Security must accompany each Bid. The total amount of the Bid on which Bid security is to be based shall be the sum of all items of the Bid constituting the



maximum amount of the possible award to the Bidder. The Bid Bond amount must equal at least five (5) percent of the total amount of the Bid.

- B. **FORM OF BID SECURITY:** The Bid Security may be in the form of a certified check, cashier's check, cash, or Bid Bond. No other form of Bid Security will be accepted. A Bid Bond must be issued by a licensed Utah agency on behalf of a surety company licensed to do business in the State of Utah. A cashier's check must be drawn on a bank doing business in the State of Utah and made payable to OWNER. If a cashier's check is used in lieu of a Bid Bond, or if the Bid Bond does not specifically so provide, a certificate from an approved surety company guaranteeing execution of performance and payment bonds in the full amount of the bid must accompany the bid.
- C. **PURPOSE OF SUBMISSION:** By submitting a Bid Bond Bidder assures OWNER it will take all steps necessary to properly execute the Contract Documents.
- D. **RETURN OF BID SECURITY:** OWNER will return Bid securities to Bidder within 7 days after award of the Construction Contract. Bid Bonds and cashier's checks of all Bidders will be held until the Construction Contract is awarded or all bids have been rejected. The liability of OWNER regarding the checks shall be limited only to the return of the checks.
- E. **DEFAULT:** In the event of failure or refusal of the Bidder to enter into the Construction Contract and the delivery to the OWNER of a Performance Bond, Payment Bond and any other Bonds or documents required by the Contract Documents after Notice of Intent to Award by the OWNER, the Bidder forfeits the sum of the Bid Bond or cashier's check as liquidated damages to the OWNER.

2.4 COMPLETING BID DOCUMENTS

- A. The General Conditions identify all forms comprising the Bid Documents. Additional copies may be obtained from the DIRECTOR. The Bidder shall make no stipulations or alterations on the Bid forms. The Bidder must use and execute only the Bid form and Bid Schedules bound in the Contract Documents. The complete Contract Documents (excluding the Drawings) should be submitted as the Bidder's Bid, and Bidder shall complete and submit all forms included in the Bid Form, Document No. 00 41 00.
- B. The Bidder must fill in all items in the Bid form in ink or electronically. If applicable, furnish both the unit and total costs for each item. The total Bid price is the full price for the performance of



all Work under the Contract Documents. Bidder shall initial in ink any corrections, interlineations, alterations, or erasures made by the Bidder on Bidder's entries in the Bid Documents.

- C. Any work or material which is specified in the Contract Documents or which is necessary because of the nature of the Work, but which is not listed separately in the Bid Schedule shall not be measured or paid for separately. The cost of such work or material shall be considered as included in the Contract Price.
- D. Bids by corporations must be executed in the corporate name by a corporate officer authorized to sign and must be properly attested to as an official act of the corporation. At the OWNER's request, authority to sign shall be submitted.
- E. Bids by partnerships or joint ventures must be executed in the partnership or joint venture name and signed by a partner or joint venture whose title and official address must be shown. If a partnership or joint venture is the low bidder, the partnership or joint venture must also submit



evidence to the OWNER of the responsibility of the partnership or joint venture as a bidder in the manner directed by the DIRECTOR.

- F. Where the Bidder is wholly owned subsidiary of another company, the Bid must so state, and the owner or parent corporation also must agree to sign and be bound with the Bidder.
- G. All names must be typed or printed under or near the signature. Signatures shall be in longhand.
- H. The Bid shall contain an acknowledgment of receipt of all Addenda. The Addenda numbers must be filled in on the Bid form.
- I. The Bidder's address, telephone number, and email for communications regarding the Bid must be shown on the first page of the Bid form.
- J. The divisions and sections of the specifications, and the identifications of any Drawings, shall not control Bidder in dividing the Work among subcontractors or suppliers, or delineating the Work to be performed by any specific trade.
- K. The base Bid and alternates shall include all Work required to be performed by the Contract Documents.

2.5 CONFLICT OF INTEREST, SUBCONTRACTORS

- A. Conflict of interest pertaining to Subcontractors is described in paragraph 6.5H of the General Conditions (Document 00 72 00).
- B. Bidder shall not subcontract more than **75 PERCENT** of the dollar value of the total contemplated Work (exclusive of the supply of materials and equipment to be incorporated in the Work) without OWNER's prior written approval.

2.6 SUBMISSION OF BIDS

- A. Bids shall be submitted at the time and place indicated in the Invitation to Bid and should be enclosed in an opaque sealed envelope, marked with the Construction Contract name, the name and address of the Bidder, and the date and the opening time for Bids. If the Bid is sent through the mail or other delivery system, the sealed envelope should be enclosed in a separate envelope



with the notation "BID ENCLOSED" on the face of it. It is the sole responsibility of the Bidder to deliver the Bid before the scheduled time.

B. Bidder will make no recapitulations, stipulations, alterations, alternate submissions, or modifications in any manner to any of the Contract Documents.

C. ALL BIDDERS SHALL INCLUDE THE FOLLOWING BID FORM DOCUMENTS WITH REQUIRED SIGNATURES AND NOTARIZED WHEN DESIGNATED:

1. BID FORM (DOCUMENT 00 41 00)

2. BID SCHEDULE (DOCUMENT 00 43 00)

a. SCHEDULE A – PHASE I

3. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER (DOCUMENT 00 45 38)

4. BID SECURITY

D. FAILURE TO INCLUDE ANY OF THESE DOCUMENTS WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE AND MAY BE DISQUALIFIED.

E. Alternate bids, other than those called for in the Bid form, will not be considered.

F. No oral, telegraphic, telephonic, facsimile or modified bids will be considered.

2.7 MODIFICATION AND WITHDRAWAL OF BIDS

A. At any time prior to the opening of Bids, Bids may be modified or withdrawn if a written notice of modification or withdrawal is signed by Bidder and delivered to the place where Bids are to be submitted. Bid Security will be returned upon proper withdrawal of a Bid prior to the time for Bid opening.

B. Within 24 hours after Bids are opened, any Bidder may file written notice with OWNER that there was a substantial mistake made in the preparation of its Bid. Bidder must thereafter promptly



demonstrate Bidder's mistake. The OWNER has sole discretion to determine whether to permit any modification or withdrawal or the return of any Bid Security.

- C. When it appears, a mistake has been made, or when the OWNER desires an assurance of any matter, the OWNER may request a Bidder to confirm the Bid in writing.

2.8 OPENING OF BIDS

- A. Bids will be opened and read aloud publicly unless obviously non-responsive. An abstract of the amounts of the base schedule of prices and any alternate schedules will be made available for review after the opening of Bids.
- B. Bids will not be received after the time specified in the Invitation to Bid.

2.9 BIDS SUBJECT TO ACCEPTANCE FOR 45 DAYS

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

PART 3 EVALUATION AND AWARD

3.1 SUBMITTALS REQUIRED FOR EVALUATION

- A. After Bid opening, the Bidder, whose Bid is under consideration, must submit the following at the times specified:
 - 1. **BIDDER STATUS FORM:** Document 00 43 38. The Bidder shall submit this report form within 24 hours of DIRECTOR's request.
 - 2. **PROPOSED SUBCONTRACTOR FORM:** Document 00 43 36. The Bidder shall submit this report form within 24 hours of DIRECTOR's request.

3.2 EVALUATION OF BIDDER'S QUALIFICATIONS

- A. Within seven (7) calendar days of DIRECTOR's request, a Bidder, whose Bid is under consideration for award shall submit to the DIRECTOR the following information for the Bidder. DIRECTOR may



request like information on Bidder's Subcontractors, Bidder's Suppliers or any other information the DIRECTOR may require.

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

3.3 EVALUATION OF BIDS

- A. OWNER will evaluate bids based on Schedule A.
- B. OWNER reserves the right: to reject any and all Bids or any part thereof; to waive any informalities in the Bid Schedule and elsewhere; to negotiate and agree to contract terms with the successful



Bidder; to disregard non-conforming, non-responsive, unbalanced or conditional Bids; and to withhold the award for any reason deemed in the best interests of the OWNER.

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



upon availability of OWNER's funds and as determined by the OWNER. Accepted alternates will be considered in determining the most responsive, qualified, and responsible Bidder.

H. Bid Schedules will be evaluated as follows:

1. Discrepancies in the multiplication of quantities of Work items and unit prices will be resolved in favor of the unit prices. OWNER may correct Bid Schedule calculation errors accordingly.
2. Prices written out in words shall govern over prices written out in numbers.
3. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
4. Bids shall not contain any recapitulations of or changes in the work to be done.

I. The OWNER, in the OWNER's sole discretion, shall make determinations as to disqualification of Bidders or rejection of Bids. Such matters may include, without limitation, submission of more than one Bid by the Bidder (whether under the same or different names); evidence of collusion among Bidders; other commitments of Bidder which, in the OWNER's sole judgment, might hinder the Work; previous defaults, Bid irregularities when not waived in the best interests of the OWNER, delays or poor performance by Bidder on any project; official action against Bidder; and any other



cause which, in the OWNER's sole discretion and judgment, is sufficient to justify disqualification of a Bidder or rejection of a Bid.

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

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

3.5 SUBSTITUTIONS

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

3.6 SUBMITTALS REQUIRED FOR AWARD OF CONTRACT

- A. In order to execute the contract, the following documents shall be submitted to OWNER within seven (7) calendar days of the receipt of the Notice of Intent to Award.
- B. **PERFORMANCE BOND:** The OWNER's requirements as to performance bonds are as set forth in the Modifications to General Conditions (Document 00 73 03). Specific requirements are set forth in the Performance Bond (Document 00 61 13).
 - 1. The form of the Bond should be carefully examined by the Bidder.
 - 2. When the successful Bidder delivers the executed Construction Contract to OWNER, it must be accompanied by the required Performance and Payment Bonds.
 - 3. When the successful Bidder delivers the executed Construction Contract to OWNER, it must be accompanied by the required Performance and Payment Bonds.
- C. **PAYMENT BOND:** The OWNER's requirements as to payment bonds are as set forth in the Modifications to General Conditions (Document 00 73 03). Specific requirements are set forth in the Payment Bond (Document 00 61 14).
 - 1. The form of the Bond should be carefully examined by the Bidder.



- D. **CERTIFICATE OF INSURANCE:** The OWNER's requirements as to insurance are as set forth in the Modifications to General Conditions (Document 00 73 03).
- E. **STATUS VERIFICATION SYSTEM AFFIDAVIT:** The OWNER's requirements as to immigration status verification are set forth in the Modifications to General Conditions (Document 00 73 03). Specific requirements are set forth in the Status Verification System Affidavit (Document 00 45 37).
- F. **OTHER INFORMATION:** When a determination has been made to award the Construction Contract, Bidder is required, prior to the award or after the award, or both, to furnish such other information as the DIRECTOR requests.

3.7 SIGNING OF AGREEMENT

- A. Within seven (7) calendar days after OWNER issues Notice of Intent to Award the Construction Contract to the successful Bidder, the Bidder shall pick up, sign and return to OWNER, the required number of copies of the Agreement (Document 00 52 00), bonds, insurance, and Status Verification System Affidavit: A minimum of two (2) originals will be signed and returned to the OWNER. One executed original will be returned to the Bidder. Bidder shall comply with all execution requirements.
- B. All of Bidder's executions and submittals must be delivered to the OWNER before OWNER will execute the Construction Contract. The Construction Contract will not be deemed awarded and shall not be binding on the OWNER until it has been approved and executed by the OWNER, and a fully executed copy is formally delivered to the CONTRACTOR. The OWNER reserves the right to rescind its Notice of Intent to Award without liability , except for the return of Bidder's Bid Security, at any time before the Construction Contract has been fully executed by all parties and delivered to the CONTRACTOR.
- C. Transfers, delegations or assignments of interests in the Contract Documents are prohibited, unless prior written authorization is received from the OWNER.
- D. At the time of Bidding, and the signing of the Agreement, and at all times during the Work, Bidder shall be properly licensed to do the Work and shall be in compliance with the license laws of the State of Utah, Mapleton City and Utah County. The Bidder shall also require all Subcontractors to do the same.
- E. If a Bidder fails to fully and properly execute the Construction Contract and provide all submittals required therewith within seven (7) calendar days after the date of the Notice of Intent to Award, the OWNER may elect to rescind the Notice of Intent to Award, and the OWNER shall be entitled



to the full amount of Bidder's Bid Security, not as a penalty, but in liquidation of and compensation for damages sustained. In the OWNER's sole discretion, a Notice of Intent to Award may then be provided to another bidder whose Bid is most advantageous to the OWNER, price and other factors considered.

END OF DOCUMENT



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**DOCUMENT 00 39 12
NOTICE OF INTENT TO AWARD**

**PART 1 PROJECT DESCRIPTION: MAPLETON CITY FIBER NETWORK CONSTRUCTION
PHASE I**

3.8 OWNER'S SUBSCRIPTION

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids called: **MAPLETON CITY FIBER NETWORK CONSTRUCTION PHASE I**. You are hereby notified that your BID has been accepted for items in the amount of: \$_____.

In order to execute the contract, all documents as specified in Document 00 21 13 – 3.6 shall be submitted to the OWNER within seven (7) calendar days of the receipt of this NOTICE OF INTENT TO AWARD. You are required to return an acknowledged copy of this NOTICE OF INTENT TO AWARD to the OWNER.

Dated this ____ **OF** _____, **2021**.

MAPLETON CITY CORPORATION

OWNER

Matt Hancock

TITLE NETWORK DIRECTOR



3.9 ACCEPTANCE OF NOTICE OF INTENT TO AWARD

Receipt of the above NOTICE OF INTENT TO AWARD is hereby acknowledged by:

(Name of Person Signing)

(Title of Person Signing)

(Signature)

END OF DOCUMENT



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**DOCUMENT 00 39 13
NOTICE TO PROCEED**

PART 1 PROJECT DESCRIPTION: MAPLETON CITY FIBER NETWORK CONSTRUCTION
PHASE I

1.1 NOTICE TO PROCEED DATE

You are hereby notified to commence work in accordance with the Agreement dated _____ on or before _____ and you are to substantially complete the WORK of Schedule A within 90 days of Notice to Proceed and procurement of all materials.

1.2 OWNER'S SUBSCRIPTION

MAPLETON CITY CORPORATION

Matt Hancock

TITLE Network Director



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1.3 ACCEPTANCE OF NOTICE

(Name of Person Signing)

(Title of Person Signing)

(Signature)

END OF DOCUMENT



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DOCUMENT 00 41 00 BID FORM

PART 1 GENERAL

1.1 BID PROPOSAL

- A. After having personally and carefully examined all conditions surrounding the Work and the Contract Documents, the undersigned proposes to furnish all labor, equipment, tools and machinery and to furnish and deliver all materials not specifically mentioned as being furnished by the OWNER, which is required in and about the construction of the Construction Contract known as **MAPLETON CITY FIBER NETWORK CONSTRUCTION PHASE I**
- B. The undersigned proposes to complete the Work for the price or prices listed in the Bid Schedule (Document 00 43 00) and understands that quantities for Unit Price Work are not guaranteed.
- C. The undersigned proposes to furnish bonds with the Contract, signed by a surety company satisfactory to the OWNER, in an amount equal to the Contract amount conditioned to ensure compliance with all requirements of the Contract Documents.
- D. The undersigned encloses a certified check, cashier's check, cash, or a Bid Bond for _____ **DOLLARS** (\$_____) which is five (5) percent of the Bid amount payable to the OWNER, as a guarantee of good faith, and which it is agreed will be forfeited to the OWNER as liquidated damages in the event of the failure of the undersigned to enter into a contract and furnish satisfactory bonds to the OWNER.
- E. The undersigned proposes to execute the attached contract within seven (7) days after the Notice of Award, and to begin work within seven (7) days following Notice to Proceed.
- F. The undersigned agrees the Bid is genuine. The Bid is not made in the interest of or on behalf of any undisclosed person, firm, or corporation. The undersigned agrees that they have not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid: that they have not solicited or induced any person, firm, or corporation to refrain from bidding: and that they have not sought by collusion to obtain for itself any other advantage over any separate Bidder or over OWNER.
- G. If OWNER finds it necessary to further define the Work, Contract Price, Contract Time or some other portion of the Construction Contract, after Bid opening, the Bidder promises to execute an



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Agreement Supplement prior to or concurrent with the execution of the Agreement, if the Agreement Supplement is acceptable to the Bidder.

H. It is understood that the OWNER has the right to reject this proposal or to accept it at the prices listed in the Bid Schedule.

PART 2 EXECUTION

2.1 BIDDER

The Bidder is as follows:

A. Name:

B. Address:

C. Telephone number:

D. Email Address:

E. Tax identification number:

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

The undersigned hereby acknowledges receipt of the following Addenda.

(list Addenda numbers here)



2.2 BIDDER'S SUBSCRIPTION

(Name of Person Signing)

(Title of Person Signing)

(Signature)



PART 3 **GENERAL**

3.1 **PROCEDURE**

For filing purposes, add Bid Bond to the Contract Documents following this page.

END OF DOCUMENT



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DOCUMENT 00 43 00

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

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

1.2 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as **MAPLETON CITY FIBER NETWORK CONSTRUCTION PHASE I.**

1.3 REFERENCES

- A. APWA 01 29 00: Payment Procedures.
- B. Document 00 52 00: Agreement.

1.4 SCHEDULES TO BE ADDED TO THE AGREEMENT

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

PART 2 PRICE SCHEDULES

2.1 SCHEDULE A - PHASE I

- A. Substantially Complete within 90 days of Notice to Proceed and procurement of all materials.

No.	Item	Quantity	Unit	Unit Price	Amount
1	Aerial Strand and Cabling System	90,300	LF	\$	\$
2	Underground Conduit and Cabling System	28,200	LF	\$	\$
3	Network Operations Center/City Hall Conduit And Cabling Entry System	1	EA	\$	\$
4	Communications Riser Conduit	24	EA	\$	\$
5	24x36x24 Junction Box	42	EA	\$	\$



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6	OSV Optimus Super Vent Pedestal	6	EA	\$	\$
7	Electrical Service System	23	EA	\$	\$
8	Fusion Splice	1,920	EA	\$	\$
9	Splice Enclosure	32	EA	\$	\$
10	45 ft. Class 3 Wood Pole	13	EA	\$	\$
				Total	\$

PART 3 MEASUREMENT AND PAYMENT

3.1 GENERAL

- A. Units of measurement are listed above in the price schedule(s).
- B. See Measurement and Payment Procedures in **APWA SECTION 01 29 00**.
- C. DIRECTOR will take all measurements and compute all quantities for payment.
- D. CONTRACTOR will provide DIRECTOR with a daily project progress report. DIRECTOR will verify completion of WORK provided on daily progress report. The daily progress reports will be signed by both the DIRECTOR and CONTRACTOR and will form the basis of progress payments.
- E. CONTRACTOR will verify DIRECTOR's measurements and computations.
- F. CONTRACTOR will provide all equipment, workers, and survey crews to assist DIRECTOR in making measurements.
- G. Any improvements damaged by CONTRACTOR will be replaced at no additional cost to OWNER.
- H. CONTRACTOR responsible for the preservation of neighboring facilities not being demolished, if damage occurs during construction proper restoration of all damage is required at no additional cost. All shall be included in the Bid Item.

3.2 MEASUREMENT AND PAYMENT TABLE



#1	Aerial Strand and Cabling System	Foot
A.	Includes all materials, labor, workmanship, equipment, documentation, and incidental items required for a complete aerial infrastructure system as described in the contract, and in compliance with all NESC requirements.	
B.	Includes 5/16-inch EHS Class A steel strand, 5/8-inch galvanized aerial hardware, lashing wire, down guys, anchors, yellow guy wire markers, sidewalk fixtures, porcelain down guy insulators, grounding hardware, fiber cable storage brackets (loop backs), fiber cable labels, and incidental items necessary to provide a fully operational system.	
C.	Includes installation of City furnished fiber optic cabling and Calix E3-2 modules.	

#2	Underground Conduit and Cabling System	Foot
A.	Includes all materials, labor, workmanship, equipment, documentation, and incidental items required for a complete underground conduit infrastructure system as described in the contract. Conduit may be installed by trenching, boring, or plowing unless otherwise specified.	
B.	Includes two 1 ¼-inch conduits, conduit sweeps, fittings, pull tape, tracer wire, fiber cable labels, utility marker posts, warning tape, backfill, landscape restoration, potholing, asphalt restoration, sidewalk restoration, and incidental items necessary to provide a fully operational system.	
C.	Includes installation of City furnished fiber optic cabling.	

#3	Network Operations Center/City Hall Conduit and Cabling Entry System	Each
A.	Includes all materials, labor, workmanship, equipment, documentation, and incidental items required for a complete underground conduit infrastructure system as described in the contract, and in compliance with all building codes and NEC requirements. Conduit may be installed by trenching, boring, or plowing unless otherwise specified.	
B.	Includes two 4-inch conduits, three 1 ¼-inch HDPE smooth wall innerducts, four 1-inch HDPE smooth wall innerducts, conduit sweeps, fittings, pull tape, tracer wire, fiber cable labels, warning tape, backfill, landscape restoration, core drilling, potholing, asphalt restoration, sidewalk restoration, and incidental items necessary to provide a fully operational system.	
C.	Includes installation of City furnished fiber optic cabling.	



#4	Communications Riser Conduit	Each
A.	Includes all materials, labor, workmanship, equipment, documentation, and incidental items required for a complete communications riser conduit system as described in the contract, and in compliance with all NESC requirements.	
B.	Includes one 3-inch conduit, two 1-inch HDPE smooth wall innerducts, conduit sweeps, fittings, stand off brackets, anti-corrosion tape, warning tape, backfill, landscape restoration, asphalt restoration, sidewalk restoration, and incidental items necessary to provide a fully operational system.	

#5	24x36x24 Junction Box	Each
A.	Includes all materials, labor, workmanship, equipment, documentation, and incidental items required for a complete junction box system as described in the contract.	
B.	Includes junction box, pull tape, ground rods, grounding materials, bolts, expansion joint material, utility marker posts, backfill, granular backfill borrow, landscape restoration, asphalt restoration, sidewalk restoration, and incidental items necessary to provide a fully operational system.	

#6	OSV Optimus Super Vent Pedestal	Each
A.	Includes all materials, labor, workmanship, equipment, documentation, and incidental items required for a complete pedestal system as described in the contract.	
B.	Includes pedestal, pull tape, ground rods, grounding materials, backfill, landscape restoration, asphalt restoration, sidewalk restoration, and incidental items necessary to provide a fully operational system.	
C.	Includes installation of City furnished Calix E3-2 modules.	



#7	Electrical Service System	Each
A.	Includes all materials, labor, workmanship, equipment, documentation, and incidental items required for a complete power service system as described in the contract, and in compliance with all NEC and NESC requirements.	
B.	Includes conduit, riser conduit, conduit sweeps, fittings, stand off brackets, unistrut, mounting hardware, anti-corrosion tape, pull tape, ground rods, grounding materials, electrical wiring, excavation, concrete, backfill, landscape restoration, asphalt restoration, sidewalk restoration, power company coordination, and incidental items necessary to provide a fully operational system.	
C.	Includes installation of City furnished Alpha power cabinets.	

#8	Fusion Splice	Each
Includes all fusion splicing as specified in the contract; materials, equipment, labor, labeling, coordination, documentation, testing, and incidental items necessary to provide a fully operational system.		

#9	Splice Enclosure	Each
Includes splice enclosure, splice trays, enclosure hardware, aerial mounting brackets, and incidental items necessary to provide a fully operational system.		

#10	45 ft. Class 3 Wood Pole	Each
A.	Includes all materials, labor, workmanship, equipment, documentation, and incidental items required for a complete wood pole installation as described in the contract, and in compliance with all NESC requirements.	
B.	Includes 45 ft. Class 3 wood pole, pole ground wire, grounding materials, excavation, backfill, compaction, landscape restoration, asphalt restoration, sidewalk restoration, and incidental items necessary to provide a fully operational system.	

END OF DOCUMENT



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DOCUMENT 00 43 36 PROPOSED SUBCONTRACTOR FORM

PART 1 GENERAL

1.1 BIDDER

The Bidder is as follows:

A. Name:

B. Address:

C. Telephone number:

D. Email address:

E. Tax identification number:

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as **MAPLETON CITY FIBER NETWORK CONSTRUCTION PHASE I.**

PART 2 REPORT



2.1 SUBCONTRACTOR AND SUPPLIER REPORT

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

SUBCONTRACTORS		
NAME AND ADDRESS	NATURE AND EXTENT OF WORK TO BE SUBLET	AMOUNT

SUPPLIERS		
NAME AND ADDRESS	NATURE AND EXTENT OF MATERIALS TO BE SUPPLIED	AMOUNT



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PART 3 EXECUTION

3.1 EFFECTIVE DATE

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

3.2 BIDDER'S SUBSCRIPTION

(Name of Person Signing)

(Title of Person Signing)

(Signature)

END OF DOCUMENT



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DOCUMENT 00 43 38 BIDDER STATUS FORM

PART 1 GENERAL

1.1 BIDDER

The Bidder is as follows:

- A. Name: _____
- B. Address: _____
- C. _____
- D. _____
- E. Telephone number: _____
- F. Email address _____
- G. Tax identification number: _____

1.2 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as **MAPLETON CITY FIBER NETWORK CONSTRUCTION PHASE I.**

PART 2 REPORT

2.1 BIDDER STATUS REPORT

Bidder affirms the following information is true and correct.

- 1. Number of employees: _____
- 2. Bidder's firm is: (check the following as applicable)
 - a. ☐ Independently owned and operated.
 - b. ☐ An affiliate of*
 - c. ☐ A subsidiary of*



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- d. ☐ A division of*
- e. ☐ A business with gross revenue in excess of \$
- f. ☐ A business with gross revenue below \$

1) * *PARENT COMPANY:*

a) *Company*

Name: _____

b) *Address:* _____

c) *Telephone:* _____

d) *Email*

Address: _____

e) *Responsible*

Party: _____



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PART 3 EXECUTION

3.1 EFFECTIVE DATE

Bidder executes this status report and declares it to be a supplement to the Bid and in effect as of

_____, _____.

3.1 BIDDER'S SUBSCRIPTION

(Name of Person Signing)

(Title of Person Signing)

(Signature)

END OF DOCUMENT



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DOCUMENT 00 45 37 STATUS VERIFICATION SYSTEM AFFIDAVIT

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: _____

B. Address: _____

C. Telephone number: _____

D. Email
address: _____

1.2 OWNER

A. The name of the OWNER is **MAPLETON CITY CORPORATION**

1.3 CONSTRUCTION CONTRACT

A. The Construction Contract is known as **MAPLETON CITY FIBER NETWORK CONSTRUCTION
PHASE I.**

PART 2 REQUIREMENTS

2.1 REGISTRATION AND PARTICIPATION

A. Bidder has completed a status verification system registration process and follows the requirements of Utah Code Section 63G-11-103.



- B. Bidder will supply their Company Information page from the status verification system's website (screen shot of enrollment or company information page). The Company Information page shall be submitted in conjunction with this Document 00 45 37 – Status Verification System Affidavit.
- C. Bidder will require similar affidavits of registration and participation, as well as Company Information pages from a status verification system website, for any subcontractor who works under the terms of these Contract Documents.

PART 3 EXECUTION

3.1 CONTRACTOR'S SUBSCRIPTION

CONTRACTOR's Status Verification System ID Number: _____

CONTRACTOR's Utah license number: _____

(Name of Person Signing)

(Title of Person Signing)

(Signature)



MAPLETON

3.2 ACKNOWLEDGMENT

STATE OF _____)

) ss

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

Notary Seal

END OF DOCUMENT



MAPLETON

**DOCUMENT 00 45 38
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

PART 1 GENERAL

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

PART 2 OATH AND AFFIRMATION

**I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION
CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.**

Dated this _____ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

PART 3 ACKNOWLEDGEMENT

STATE OF _____)



MAPLETON

) ss

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

Notary Seal

END OF DOCUMENT



MAPLETON

DOCUMENT 00 52 00 AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

A. Name:

B. Address:

C.

D. _____

E. Telephone _____ number:

F. Email _____ Address:

1.2 OWNER

The name of the OWNER is **MAPLETON CITY CORPORATION**.

1.3 CONSTRUCTION CONTRACT

The Construction Contract is known as **MAPLETON CITY FIBER NETWORK CONSTRUCTION PHASE I**.

1.4 NETWORK DIRECTOR

MATT HANCOCK is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the DIRECTOR in the Contract Documents.



1.5 REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES

A. CONTRACTOR represents that it has not:

1. Provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity.
2. Retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.
- B. The Schedules of Prices awarded from the Bid Schedule (Document 00 43 00) are as follows.
- C. An Agreement Supplement (is/is not) attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: _____ **DOLLARS** and _____ **CENTS**. (\$_____).

2.2 CONTRACT TIME

- A. Substantial Completion of the Work shall occur within 90 days of Notice to Proceed and procurement of all materials.
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time.
- C. Notice to Proceed is anticipated 14 days following Notice of Intent to Award, however the OWNER reserves the right to modify the schedule as necessary.



2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within **14** days after the date CONTRACTOR receives DIRECTOR's Final Inspection Punch List unless exemptions of specific items are granted by DIRECTOR in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

PART 3 EXECUTION

3.1 CONTRACTOR'S SUBSCRIPTION

CONTRACTOR's Utah license number: _____

(Name of Person Signing)

(Title of Person Signing)

(Signature)



MAPLETON

3.2 ACKNOWLEDGMENT

STATE OF _____)

) ss

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

Notary Seal



MAPLETON

3.4 OWNER'S SUBSCRIPTION AND ATTESTATION

OWNER: **MAPLETON CITY CORPORATION**

DALLAS HAKES (MAYOR)

Attest

CAMILLE BROWN (CITY RECORDER)

Recommended for approval:

MATT HANCOCK (NETWORK DIRECTOR)

3.5 EFFECTIVE DATE

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the ____ day of

_____, _____.

END OF DOCUMENT



MAPLETON

DOCUMENT 00 61 13 PERFORMANCE BOND

PART 1 GENERAL

1.1 BOND INFORMATION

A. Number: _____

B. Amount: _____ **DOLLARS**
(\$ _____)

1.2 SURETY INFORMATION

A. Name: _____

B. Address: _____

C. _____

D. _____

E. Telephone number: _____

F. Email: _____

1.3 CONTRACTOR INFORMATION

A. Name: _____

B. Address: _____

C. _____

D. _____

E. Telephone number: _____

F. Email: _____

1.4 OWNER



- A. The owner of the project is **MAPLETON CITY CORPORATION**

1.5 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as **MAPLETON CITY FIBER NETWORK CONSTRUCTION PHASE I.**

1.6 DEFINED TERMS

- A. Terms used in this Performance Bond which are defined in Article 1.1 of the General Conditions (Document 00 72 00) will have the meanings indicated in the General Conditions.

PART 2 COVENANTS

2.1 SURETY'S AND CONTRACTOR'S RELATIONSHIP

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

2.2 NOTICE

- A. Notice to the Surety, the OWNER or the CONTRACTOR shall be sent by certified mail, or hand delivered to the address shown on this Bond agreement.
- B. Notices sent as required by paragraph 2.2.A shall be effective on the date on which such notice was sent.
- C. If any notice requires a period of less than seven (7) days for response, the notice shall be sent by hand delivered.
- D. If the time for response to any notice expires on a Saturday, Sunday or a legal holiday in the State of Utah, the time shall be extended to the next working day.



2.3 PROCEDURE TO INVOKE SURETY'S OBLIGATION

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



Construction Contract or to a contractor selected by the Surety to perform the Work in accordance with the terms of the Construction Contract.

2.4 SURETY'S OPTIONS AT CONTRACTOR TERMINATION

- A. **SURETY COMPLETES THE WORK:** The Surety may undertake to perform and complete the Work itself, through its agents or through independent contractors.
- B. **SURETY OBTAINS BIDS OR PROPOSALS:** The Surety may obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Work.
 - 1. Such bids or proposals shall be prepared by the Surety for execution by the OWNER and the completion contractor selected.
 - 2. Surety shall secure the contract with Performance and Payment Bonds executed by a qualified surety equivalent to this Performance Bond and the Payment Bond (Document 00 61 14); and
 - 3. Surety shall pay to the OWNER the amount of damages as described in paragraph 2.6 in excess of the balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR's default.
 - 4. Surety to Pay OWNER: Surety may determine the amount not to exceed the amount of this bond specified in paragraph 1.1.B, for which Surety believes it may be liable to pay, and tender payment therefore to the OWNER. OWNER has sole discretion to accept payment. If the OWNER refuses the payment tendered, or the Surety has denied liability in whole or in



part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

2.5 PROCEDURE FOR OWNER TO DECLARE SURETY IN DEFAULT

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

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

2.6 SURETY'S OBLIGATIONS

A. After the OWNER has terminated the CONTRACTOR's right to complete the Construction Contract, and if the Surety elects to complete the Construction Contract as provided in Article 2.4, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR



under the Construction Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Construction Contract.

- B. To the limit of the amount of this Bond, but subject to commitment by the OWNER to pay all valid and proper payments made to or on behalf of the CONTRACTOR under the Construction Contract, the Surety is obligated, without duplication, for:
1. The responsibilities of the CONTRACTOR for correction of Defective Work and completion of the Construction Contract.
 2. Design professional and delay costs resulting from the CONTRACTOR's default, and resulting from the actions or failure to act of the Surety under Article 2.4.

2.7 UNRELATED OBLIGATIONS OF THE CONTRACTOR

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

2.8 SURETY WAIVES NOTICE OF ANY CHANGE

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

2.9 VENUE

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

PART 3 EXECUTION

3.1 CONTRACTOR'S SUBSCRIPTION



MAPLETON

Type

of

Organization:

(Corporation, Partnership, Individual, etc.)

CONTRACTOR's Utah license number:

(Name of Person Signing)

(Title of Person Signing)

(Signature)

END OF DOCUMENT



MAPLETON

DOCUMENT 00 61 14 PAYMENT BOND

PART 4 GENERAL

4.1 BOND

A. Number:

B. Amount: _____ **DOLLARS**

(\$ _____)

4.2 SURETY

A. Name:

B. Address:

C. _____

D. _____

E. Telephone _____ number:

F. Email:

4.3 CONTRACTOR

A. Name:

B. Address:

C. _____



MAPLETON

D. _____

E. Telephone _____ number: _____

F. Email: _____

4.4 OWNER

A. The owner of the project is **MAPLETON CITY CORPORATION**

4.5 CONSTRUCTION CONTRACT

A. The Construction Contract is known as **MAPLETON CITY FIBER NETWORK CONSTRUCTION PHASE I**

4.6 DEFINED TERMS

A. Terms used in this Performance Bond which are defined in Article 1.1 of the General Conditions (Document 00 72 00) will have the meanings indicated in the General Conditions.

PART 5 COVENANTS

5.1 SURETY'S AND CONTRACTOR'S RELATIONSHIP

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

5.2 NOTICE

- A. Notice to the Surety, the OWNER or the CONTRACTOR shall be sent by certified mail, facsimile, or hand delivered to the address shown on this Bond agreement.



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

5.3 CONDITIONS OF SURETY'S LIABILITY

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

5.4 PROCEDURE TO INVOKE SURETY'S OBLIGATION

- A. **CONCERNING CLAIMANTS WHO HAVE A DIRECT CONTRACT WITH THE CONTRACTOR:** The Surety shall have no obligation to Claimants under this Bond who are employed by or have a direct contract with the CONTRACTOR until Claimants have given notice to the Surety at the address



shown on this Bond agreement and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

B. **CONCERNING CLAIMANT WHO DOES NOT HAVE A DIRECT CONTRACT WITH THE CONTRACTOR:** The Surety shall have no obligation to Claimant under this Bond who does not have a direct contract with the CONTRACTOR until Claimant takes the following actions.

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



thereof, to the OWNER stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5.5 SURETY'S OPTION TO SETTLE CLAIMS

- A. When the Claimant has satisfied the conditions of article 2.4, the Surety shall promptly and at the Surety's expense take the following actions.
 - 1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 2. Pay or arrange for payment of any undisputed amounts.

5.6 SURETY'S OBLIGATION

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

5.7 USE OF FUNDS

- A. Amounts owed by OWNER to CONTRACTOR under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, against the Performance Bond (Document 00 61 13). By the CONTRACTOR furnishing and the OWNER accepting this Bond,



they agree that all funds earned by the CONTRACTOR in the performance of the Work are dedicated as follows:

1. The OWNER has first priority to use the funds for the completion of the Work.
2. The CONTRACTOR and the Surety have second priority to use the funds to satisfy the obligations of the CONTRACTOR and the Surety under this Bond.

5.8 UNRELATED OBLIGATIONS OF THE CONTRACTOR

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

5.9 SURETY WAIVES NOTICE OF ANY CHANGE

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

5.10 VENUE

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

5.11 COPIES OF THIS BOND

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

PART 6 EXECUTION



MAPLETON

6.1 EFFECTIVE DATE

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

6.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

Type _____ of _____ Organization: _____

(Corporation, Partnership, Individual, etc.)

CONTRACTOR's Utah license number: _____

(Name of Person Signing)

(Title of Person Signing)

(Signature)

6.3 ACKNOWLEDGMENT

STATE OF _____)

) ss

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.



MAPLETON

Notary Public Signature

My Commission Expires: _____

Notary Seal

6.4 SURETY'S SUBSCRIPTION AND ACKNOWLEDGMENT

Surety Name: _____

(Name of Person Signing)

(Title of Person Signing)

(Signature)



MAPLETON

6.6 ACKNOWLEDGMENT

STATE OF _____)

) ss

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

Notary Seal

END OF DOCUMENT



MAPLETON

**DOCUMENT 00 62 16
CERTIFICATE OF INSURANCE**

PART 1 GENERAL

1.1 PROCEDURE

- A. For filing purposes, add Certificates of Insurance to the Contract Documents following this page.
- B. Certificates of Insurance must include all requirements in Section 5.2 of the Modifications to General Conditions (Supplementary Conditions) (Document 00 73 02).

END OF DOCUMENT



MAPLETON

DOCUMENT 00 73 03 MODIFICATIONS TO GENERAL CONDITIONS (SUPPLEMENTARY CONDITIONS)

PART 1 PURPOSE

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

PART 2 MODIFICATIONS

ADD THE FOLLOWING PARAGRAPHS TO ARTICLE 2.2 (PAGE 20)

2.2 COPIES OF DOCUMENTS

- A. OWNER shall not furnish to CONTRACTOR published Contract Documents which include the Manual of Standard Plans and the Manual of Standard Specifications. Such documents shall be purchased separately by the CONTRACTOR.
- B. Copies of all Contract Documents including the Manual of Standard Plans and the Manual of Standard Specifications shall be provided on site by the CONTRACTOR.

MODIFY PARAGRAPH 2.5C OF THE GENERAL CONDITIONS (PAGE 21) TO READ AS FOLLOWS

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



MODIFY ARTICLE 5.1 (PAGE 28) TO READ AS FOLLOWS

5.1 PERFORMANCE, PAYMENT AND OTHER BONDS

- A. Prior to OWNER executing the Agreement, CONTRACTOR shall file with the OWNER a good and sufficient performance Bond and a payment Bond, each in the sum of not less than 100 percent of the Contract Price.
- B. The Bonds shall be executed by the CONTRACTOR and secured by a company duly and regularly authorized to do a general surety business in the State of Utah and either (i) named in the current U.S. Treasury Department's listing of approved sureties (Department Circular 570) (as amended) with an underwriting limitation equal to or greater than the Contract Price which the Bond guarantees, or (ii) with a current "A-" rating or better in A.M. Best Co., Inc's. Best Insurance Reports, Property and Casualty Edition.
- C. The Performance Bond shall guarantee the faithful performance of the Construction Contract by the CONTRACTOR and the payment Bond shall guarantee the payment of labor and materials. The Bonds shall inure by their terms to the benefit of the OWNER. Neither this nor any other provision requiring a performance Bond shall be construed to create any rights in any third-party Claimant as against the OWNER for performance of the Work under the Construction Contract.
- D. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.
- E. If the surety on any Bond furnished by CONTRACTOR is subject to any proceeding under the Bankruptcy Code (Title 11, United States Code) or becomes insolvent or its right to do business is terminated in the State of Utah or it ceases to meet the requirements of this Article, CONTRACTOR shall, within 15 days thereafter, substitute another Bond and surety, both of which must be acceptable to OWNER.

MODIFY ARTICLE 5.2 (PAGE 28) TO READ AS FOLLOWS.



5.2 INSURANCE

A. Contractor shall provide the following minimum insurance coverage from companies holding a General Rating of "A" or better as set forth in the most current issue of Best's Key Rating Insurance Guide written for not less than the following, or greater if required by law and all such insurance to be primary to any insurance maintained by Owner, shall name Owner as additional insured with waiver of subrogation:

1. The Contractor's Worker's Compensation Insurance shall be written for not less than the statutory limits for the locale of the Project and the Contractor's Employer's Liability Insurance shall be written for not less than \$2,000,000.
2. The Contractor's Comprehensive Automobile Liability Insurance shall be written with combined single limits of not less than \$2,000,000 each occurrence.
3. The Contractor's Comprehensive General Liability Insurance with contractual liability coverage on occurrence form with limits not less than \$2,000,000 each occurrence. Completed Operations insurance must be kept in effect for 2 years after completion of work.
4. The Contractor shall not commence Work under this Agreement until all of the insurance required herein shall have been obtained by the Contractor. The Contractor shall furnish to the Owner Certificates of Insurance verifying that such insurance has been obtained. Such certificates will provide that Owner will receive at least thirty (30) days prior written notice of any material change in, cancellation of, or non-renewal of such insurance.
5. If applicable, professional liability (errors & omissions) Insurance coverage for a limit of \$2,000,000. Insurance shall be carried for two years after the work has been completed.
6. If Contractor uses any subcontractors, Contractor will provide for subcontractors or require the same insurance provisions for its subcontractors.

ADD THE FOLLOWING PARAGRAPHS TO ARTICLE 6.8 (PAGE 20).

6.8 LAWS AND REGULATIONS

A. All Bidders are required to follow the requirements of Utah Code Annotated 63G-11-103 which prohibits the OWNER from entering into any contract for the performance of services with any successful bidder who does not first provide the OWNER with proof of registration and participation in a federally approved immigration status verification system to ensure that their employees are



legally authorized to work in the United States. Failure to provide the required proof may be grounds for rejection of an otherwise successful bid. By submitting a bid in response to this RFB, CONTRACTOR certifies that it does not, and will not during the performance of this contract, knowingly employ, or subcontract with any entity which employs workers who are not legally authorized to work in the United States. CONTRACTOR agrees to require all its employees to provide proof of their eligibility to work in the United States and agrees to use all reasonable means to verify that proof. CONTRACTOR further agrees to require any subcontractors engaged to work on the project to sign a Certification of Legal Work Status and submit the Certification to the OWNER prior to any work being performed by the subcontractors. CONTRACTOR agrees to provide to the OWNER all documents necessary to verify compliance with applicable State and Federal immigration and labor laws. If CONTRACTOR knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONTRACTOR and OWNER. In addition, CONTRACTOR may be suspended from participating in future projects with the OWNER. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONTRACTOR or a subcontractor of CONTRACTOR, CONTRACTOR shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by the OWNER as well as attorney fees. For purposes of compliance, the OWNER requires CONTRACTOR and subcontractors to use an immigration status verification system such as E-Verify, or other approved system as outlined in Utah Code Annotated 63G-11-103, to verify the employment eligibility of all employees. CONTRACTOR and subcontractors must maintain up to date documentation of the status verification system inquiry regarding each employee and must provide this information to the OWNER prior to beginning the project.

END OF DOCUMENT



MAPLETON

**DOCUMENT 00 91 13
ADDENDA**

PART 1 GENERAL

1.1 PROCEDURE

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

END OF DOCUMENT



MAPLETON

**DOCUMENT 00 92 45
CHANGE ORDER FORM**

CHANGE ORDER NO. _____

PART 1 GENERAL INFORMATION

1.1 CONTRACT DETAILS

A. Project: **MAPLETON CITY FIBER NETWORK CONSTRUCTION PHASE I**

B. Date of Issuance:

C. Owner: **MAPLETON CITY CORPORATION**

D. Contractor: _____

E. Owner's Rep: **MATT HANCOCK – NETWORK DIRECTOR**

F. Contractor's Rep: _____

1.2 CHANGE ORDER DETAILS

A. Description:

B. Purpose of Change Order:

C. Attachments:

D. Original Contract Price:

\$ _____

E. Prior Change Orders No. ____ to No. ____

F. Contract Price with all Prior Change Orders Included:

\$ _____



MAPLETON

G. Cost of Change Order No.____:

\$

H. New Contract Price with all approved Change Orders:

\$

I. Change to CONTRACT TIME (days):

J. The date for completion of all work will be:

1.3 APPROVALS REQUIRED

RECOMMENDED:

APPROVED:

ACCEPTED:

Network Director

Owner

Contractor

END OF DOCUMENT



MAPLETON

SECTION 01 11 00S SUMMARY OF WORK

DELETE SECTION 01 11 00 AND REPLACE WITH THE FOLLOWING:

PART 1 GENERAL

1.1 GENERAL

- A. The WORK to be performed under this contract shall consist of furnishing all plants, tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The WORK to be performed primarily includes, but is not limited to, the following:

1. Schedule A – Phase I
2. Construction Drawings Prepared by Horrocks Engineering, Inc.

<https://mcpw.maps.arcgis.com/apps/dashboards/9131e6d2636d41daa26569319bfd6a70>

1.3 CONTRACT TYPE

- A. The WORK hereunder shall be completed under a unit price contract.

1.4 WORK BY OTHERS

- A. The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or the forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any



facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize the interference with said relocation, altering or other rearranging of facilities.

- B. All surveying and construction staking will be performed by the OWNER. The CONTRACTOR shall notify the DIRECTOR of any surveying needs 72 hours prior to the anticipated work.

1.5 LIMITATION OF OPERATIONS

- A. Work Hours: No work is allowed between the hours of 7:00 PM and 7:00 AM.

1.6 WORK SEQUENCE

- A. The CONTRACTOR's sequencing and schedule for this project must conform to all provisions of the Contract Documents and applicable traffic control requirements. See Section 01 55 26 – Traffic Control for specific Traffic Control details.

- B. Work sequencing and construction priorities are as follows:

Priority 1 – Completion within 30 days from Notice to Proceed and procurement of all materials:

- Network Operations Center conduit entry.
- Three 288 strand backbone/distribution cables and pathway installations, extending out from the Network Operations Center.

Priority 2 – Completion within 45 days from Notice to Proceed and procurement of all materials:

- 96 strand distribution cables and pathway installations in Zone 1.

Priority 3 – Completion within 60 days from Notice to Proceed and procurement of all materials:

- 96 strand distribution cables and pathway installations in Zone 4.

Priority 4 – Completion within 90 days from Notice to Proceed and procurement of all materials:

- 96 strand distribution cables and pathway installations in Zones 2 and 3.



1.7 CONTRACTOR USE OF PROJECT SITE

- A. The CONTRACTOR's use of the project site shall be limited to its construction operations within the construction work zone. This includes on-site storage of materials, on-site fabrication facilities, and field offices. Storage of project materials will not be permitted on public streets outside of the construction work zone.

1.8 OWNER USE OF THE PROJECT SITE

- A. The CONTRACTOR shall cooperate and coordinate with the OWNER to facilitate the OWNER's operations and to minimize interference with the CONTRACTOR's operations at the same time. In any event, the OWNER shall be allowed access to the project site during the period of construction.

1.9 STORM WATER POLLUTION PREVENTION

- A. The CONTRACTOR shall be responsible for implementation of Best Management Practices for the project to eliminate illicit discharge into the Storm Water System. The CONTRACTOR shall be responsible to follow the guidelines of the Storm Water Pollution Prevention Plan, if provided with the Contract Documents. If a Storm Water Pollution Prevention Plan is not provided with the Contract Documents, the CONTRACTOR shall at a minimum:
 - 1. Provide storm drain inlet protection.
 - 2. Provide appropriate washout bins for all concrete trucks on the project.
 - 3. Provide stabilized construction accesses to eliminate tracking of sediment onto surrounding streets.
 - 4. Provide sweeping on a daily basis, or as directed by the DIRECTOR, of the project area and surrounding streets. More frequent sweeping may be required depending on project situations.
 - a. Document all complaints in a public relations log, including name, address, and contact information for the individual or entity, date and time of initial notification, nature of complaint, actions taken to resolve the complaint, date and time of complaint resolution, and the date and time of follow-up actions.
 - b. Provide an updated copy of the public relations log to the DIRECTOR on a weekly basis.



5. Failure to comply with the approved Public Relations Plan shall be considered grounds for project suspension per Article 15.1 of the General Conditions (APWA Document 00 72 00).

END OF SECTION