



FRUITLAND DRIVE WATERLINE REPLACEMENT PROJECT

BIDDING DOCUMENTS

Project No. 21-129



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By: Gavin Gardner

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ADVERTISEMENT FOR BID

**FRUITLAND DRIVE WATER LINE
REPLACEMENT PROJECT**

North Ogden City Corporation

RECEIPT OF BIDS: Sealed bids will be accepted at the Office of the City Recorder North Ogden City, 505 E 2600 N, North Ogden City, Utah, 84414, until 2:00 p.m. on Thursday, March 10th, 2022, for the FRUITLAND DRIVE WATER LINE REPLACEMENT PROJECT for North Ogden City Corporation.

DESCRIPTION OF WORK: The work consists of the installation of 3,300 L.F. of 12" PVC Water Main and 265 L.F. of new storm drain. All piping materials for the installation of the waterline will be furnished by the City as indicated in the Contract Documents.

LOCATION OF WORK: The work is located along Fruitland Drive from 2100 North to 2600 North in North Ogden, Utah, as indicated in the project drawings.

COMPLETION OF WORK: All work specified in the contract documents shall be substantially completed within 60 days from the date specified in the Notice to Proceed.

OPENING OF BIDS: Bids will be publicly opened at 2:00 p.m. on Thursday, March 10th, 2022, at the aforementioned office of the City Recorder North Ogden City.

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

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

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

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

Dated: February 22, 2022

Published: February 26 and March 5, 2022

By:

North Ogden City Engineer
Lorin Gardner

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INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Bidder. One who submits a Bid for Work directly to the Owner, distinct from a sub-bidder who submits a bid to a Bidder.
 - B. Successful Bidder. If Owner awards the contract for the Work, such award shall be to the responsible Bidder based on the “Choosing by Advantages” (CBA) decision making evaluation.
 - C. Bidding Documents. Documents include the Invitation to Bid, Instructions to Bidders, Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
 - D. OWNER. The Owner is North Ogden City located at 505 E. 2600 North, North Ogden, Utah 84414.
 - E. ENGINEER. The Engineer is ESI Engineering located at 3500 South Main, Salt Lake City, Utah 84115.
 - F. All other terms used in these Instructions to Bidders are defined in the Standard General Conditions of the Construction Contract, EJCDC C-700 Copyright 2007 NSPE for EJCDC - Reference Number 00 72 00.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

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

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

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

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

3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

3.03 The submission of a Bid will constitute an incontrovertible representation by Bidder that their Bid is genuine and no collusion is connected herewith.

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

4.01 *Subsurface and Physical Conditions* – In general, prior to submitting a Bid, each Bidder shall review all available explorations, tests and data concerning surface conditions, subsurface conditions and Underground Facilities at or contiguous to the site, or otherwise, which may

affect cost, progress, performance or furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents. A soils report has not been prepared for the proposed site. Soil conditions have not been assessed. All excavations will be in unclassified soil. Contractor shall be responsible to perform excavation work in wet conditions, if encountered. Tracked equipment may be required for all excavation. Bid amounts will not be altered due to wet conditions.

A. The Supplementary Conditions identify:

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

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

4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others. The Owner and Engineer do not assume responsibility for the accuracy or completeness thereof.

4.03 *Hazardous Environmental Condition*

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

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

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

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

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

sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;

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

ARTICLE 5 – PRE-BID CONFERENCE

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

ARTICLE 6 – SITE AND OTHER AREAS

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

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

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

ARTICLE 8 – BID SECURITY

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

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

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

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

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

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.

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

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

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

14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

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

14.03 *Allowances*

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

ARTICLE 15 – SUBMITTAL OF BID

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

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

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

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened 10th March 2022 at 2:00 PM the time and read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

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

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

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

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

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

ARTICLE 21 – SIGNING OF AGREEMENT

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

CHOOSING BY ADVANTAGES SYSTEM OF DECISION MAKING (CBA)

The "Choosing By Advantages System of Decision Making" (CBA) is the process adopted by the Owner to aid in awarding contracts. CBA is based on the fundamental rule of decision making that "Decisions must be based on the importance of advantages." An advantage is defined as a positive difference between two alternatives. The advantages of a proposal are compared to the advantages found in other proposals to determine which is preferred. CBA weighs the advantages of the preferred proposal to the additional cost when awarding contracts. Consequently, the CBA analysis may result in awarding the project to a contractor other than the low bidder.

The factors that will be used in the evaluation of proposals are listed on the following pages. For each factor, the Owner will evaluate the advantage found in each proposal. Some factors may be more important than others and will carry more weight in the decision-making process.

The following table lists each factor. Bidders will supply the information requested in each factor, and the Owner will determine the respective advantages as noted above.

NORTH OGDEN CITY:

CONTRACTOR:

The contractor will be selected by a committee appointed by the City using the "Choosing by Advantages" Decision Making Process. The Contractor must provide information for each of the following factors that will be used in the decision-making process.

[illegible]

Factor	Description
(6)	References (5 Points):
(7)	Cost (45 Points):

* Previous work experience with North Ogden City is not a requirement. Projects listed in this section will help the City determine if past work with North Ogden City has been deemed successful. Projects will be considered successful if they have been completed in a timely manner, in a spirit of cooperation, with minimal contractor generated change orders, with professionalism, having achieved project objectives and other positive outcomes as noted by the review committee.

END

SECTION 00 41 00

BID FORM

FRUITLAND DRIVE WATERLINE REPLACEMENT PROJECT

PROJECT #21-129

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ARTICLE 1 – BID RECIPIENT

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Anticipated NTP is Spring 2022.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

_____	_____
_____	_____
_____	_____

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

observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

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

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

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

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

ARTICLE 5 – BASIS OF BID

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

5.02 UNIT PRICE BID

BID SCHEDULE

FRUITLAND DRIVE WATERLINE REPLACEMENT PROJECT Project # 21-129

NOTE: ALL PIPE AND WATERLINE PARTS WILL BE PROVIDED BY THE CITY

Bid Schedule – Fruitland Drive Waterline					
Item	Description	Amounts	Units	Unit Price	Total
1	Install 12" PVC C900 waterline pipe (including tracer wire).	3380	LF		
2	Install 8" PVC C900 waterline pipe (including tracer wire).	30	LF		
3	Install 6" PVC C900 waterline pipe (including tracer wire).	150	LF		
4	3/4" poly water service (including tracer wire)	550	LF		
5	12" x 3/4" double strap saddle and corp stop	18	EA		
6	1" poly water service (including tracer wire)	50	LF		
7	12" x 1" double strap saddle and corp stop	3	EA		
8	2" poly water service (including tracer wire)	40	LF		
9	12"x 2" double strap saddle and corp stop	1	EA		
10	Install meter box and yoke assembly	21	EA		
11	Install 12" Gate Valve & Valve Box	4	EA		

12	Install 8" Gate Valve & Valve Box	1	EA		
13	Install 6" Gate Valve & Valve Box	1	EA		
14	12"x 8" Reducer	1	EA		
15	12" 45° Bend with thrust block	2	EA		
16	12" 11.25° Bend with thrust block	1	EA		
17	12" 22.50° Bend with thrust block	1	EA		
18	12"x12"x8" Tee with thrust block	2	EA		
19	12"x12"x6" Tee with thrust block	7	EA		
20	8" 45° Bend with thrust block	2	EA		
21	8" x 8" x 6" Tee with thrust block	1	EA		
22	12" Sleeve	1	EA		
23	8" Sleeve	2	EA		
24	6" Sleeve	1	EA		
25	Install New Urban Fire Hydrant assembly, complete, with valve & thrust block	7	EA		
26	Remove & Salvage existing Hydrant to City	5	EA		
27	Furnish and Place sand bedding including compaction	2250	TN		
28	Install 15" Storm CPP ADS HP Drain Pipe, complete	265	LF		
29	Furnish and Install New 4' Dia Storm Drain Manhole, complete	2	EA		
30	Furnish and Place 2" minus gravel	55	TN		
31	Furnish and Place granular backfill including compaction	2420	TN		
32	Furnish and Place 8" untreated base course including compaction	750	TN		
33	Furnish and Place 3" thick Asphalt patch	350	TN		
34	Remove and haul away existing material	2500	CY		

35	Roto-mill existing asphalt for trench	3650	LF		
36	Saw-cut existing asphalt	8400	LF		
37	Cut & Cap Existing waterline, as directed	3	EA		
38	Pothole for existing utilities	12	EA		
39	Pressure test new waterlines	1	Lump Sum		
40	Mobilization, traffic control	1	Lump Sum		
	Total (Items 1-40)				

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

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

5.03 MEASUREMENT AND PAYMENT

Bid Item 1 – Install 12” PVC C900 Waterline pipe, including tracer wire:

Bid Item 2 – Install 8” PVC C900 Waterline pipe, including tracer wire:

Bid Item 3 – Install 6” PVC C900 Waterline pipe, including tracer wire:

Measurement shall be per lineal foot of pipe. Payment per foot of pipe shall be full compensation for all labor, material, and equipment required to install the owner furnished waterline. Payment includes the following item tasks:

- A. Locate and protect existing utilities;
- B. Remove asphalt and concrete material within the area to be distributed by trenching/excavating operations;
- C. Excavate the pipeline trench and remove unsuitable materials from the site;
- D. Protect existing trees and minimize the impact and compaction of tree root systems;
- E. Install the owner furnished waterline with pipe bedding material, joints, tracer wire, and connections;
- F. Place and compact trench backfill material;
- G. Complete waterline cleaning, flushing, pressure testing, and disinfection;
- H. Coordinate water shut-offs, disinfection, testing, and startup with North Ogden City Personnel;
- I. Communicate with residents to minimize inconvenience due the temporary water shut offs and disruptions to property access; and
- J. Complete all other items and operation necessary for construction of the culinary water line.

Bid Item 4 – Install 3/4” poly water service, including tracer wire:

Bid Item 6 – Install 1” poly water service, including tracer wire:

Bid Item 8 – Install 2” poly water service, including tracer wire:

Measurement shall be per lineal foot of pipe. Payment per foot of pipe shall be full compensation for all labor, material, and equipment required to install the owner furnished water service. Payment includes the following item tasks:

- A. Excavate and/or pull new services;
- B. Remove existing water service pipe (copper pipe remains the property of North Ogden City);
- C. Construct the city provided water services with polyethylene pipe and connection of the polyethylene service line to the new angle valve within the existing/new meter box.
- D. Place and compact approved backfill material, and;
- E. Complete all other items and operation necessary for construction of the water service.

Bid Item 5 – Install 3/4” double strap saddle and corp stop:

Bid Item 7 – Install 1” double strap saddle and corp stop:

Bid Item 9 – Install 2” double strap saddle and corp stop:

Measurement shall be per each. Payment shall be full compensation for all labor, material, and equipment required to connect water services between the new main and existing/new meter box. Payment includes the following items and tasks:

- A. Construct the city provided water services with service saddle, corp stop, angle valve, and connection of the polyethylene service line to the new angle valve within the existing/new meter box.
- B. Place and compact approved backfill material, and;
- C. Complete all other items and operation necessary for construction of the saddle and corp stop.

Bid Item 10 – Install Meter box and Yoke assembly:

Measurement shall be per each. Payment shall be full compensation for all labor, material, and equipment required to install city provided meter boxes and yoke assemblies. Payment includes the following items and tasks:

- A. Install the city provided meter boxes and yokes as per City Standards and connection of the polyethylene service line to the new meter box.
- B. Place and compact approved backfill material, and;
- C. Complete all other items and operation necessary for construction of the meter box and yoke assemblies.

Bid Item 11 – Install 12” Gate Valve and Valve box:

Bid Item 12 – Install 8” Gate Valve and Valve box:

Bid Item 13 – Install 6” Gate Valve and Valve box:

Measurement shall be per each for valve install complete. Payment shall be full compensation for all labor, material, and equipment required to install city provided valves and valve boxes Payment includes the following items and tasks:

- A. Install valve with mechanical joints unless otherwise indicated;
- B. Install valve box with lid;
- C. Adjust the valve box to grade and construct concrete collar after asphalt restoration; and
- D. Complete all other items and operation necessary for construction of the valves and valve boxes.

Bid Item 14 – 12"x8" Reducer:

Bid Item 15 – 12" 45° Bend with Thrust Block:

Bid Item 16 – 12" 11.25° Bend with Thrust Block:

Bid Item 17 – 12" 22.5° Bend with Thrust Block:

Bid Item 18 – 12"x12"x8" Tee with Thrust Block:

Bid Item 19 – 12"x12"x6" Tee with Thrust Block:

Bid Item 20 – 8" 45° Bend with Thrust Block:

Bid Item 21 – 8"x8"x6" Tee with Thrust Block:

Bid Item 22 – 12" Sleeve:

Bid Item 23 – 8" Sleeve:

Bid Item 24 – 6" Sleeve:

Measurement shall be per each fitting installed complete. Payment shall be full compensation for all labor, material, and equipment required to install city provided pipe fittings. Payment includes the following items and tasks:

- A. Install owner furnished fittings with mechanical joints unless otherwise indicated;
- B. Construct thrust block at all bends, tees, and reducers;
- C. Poly wrap fittings with thrust blocks; and
- D. Complete all other items and operation necessary for construction of the fittings.

Bid Item 25 – Install New Urban Fire Hydrant assembly, complete:

Measurement shall be per each. Payment shall be full compensation for all labor, material, and equipment required to install city provided fire hydrant, complete. Payment includes the following items and tasks:

- A. Excavate the pipeline trench and remove unsuitable materials from the site;
- B. Construct fire hydrant assemblies with a main-line tee, valve, 6" PVC pipe, joint assemblies, pipe bedding, hydrant, and all fittings required to connect the hydrant to the mainline;
- C. Place and compact backfill material;
- D. Poly-wrap all fittings to be restrained by thrust blocks;
- E. Construct Thrust blocks;
- F. Install tracer wire, including connections to all hydrants; and
- G. Complete all other items and operations necessary for construction of fire hydrant assemblies.

Bid Item 26 – Remove and Salvage existing Hydrant to City:

Measurement shall be per each. Payment shall be full compensation for all labor, material, and equipment required to remove and salvage the existing hydrant. Payment includes the following items and tasks:

- A. Expose the existing waterline and fittings;
- B. Cut the abandoned pipeline and remove the existing feature;
- C. Provide the salvaged hydrant to the City; and
- D. Complete all other items and operation necessary for remove and salvage of the existing fire hydrants to the City.

Bid Item 27 – Furnish and Place Sand Bedding:

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

- A. Sand bedding will be required to bed all waterlines and service lines as per plan and details;
- B. Remove and dispose of unsuitable soils, and;
- C. Provide approved sand bedding.

Bid Item 28 – Install 15” CPP ADS-HD Storm Drain Pipe:

Measurement shall be per lineal foot of pipe. Payment per foot of pipe shall be full compensation for all labor, material, and equipment required to install City provided storm drain pipe. Payment includes the following item tasks:

- A. Locate and protect existing utilities;
 - B. Remove asphalt and concrete material within the area to be distributed by trenching/excavating operations;
 - C. Excavate the pipeline trench and remove unsuitable materials from the site;
 - D. Protect existing trees and minimize the impact and compaction of tree root systems;
 - E. Install the storm drain pipe line with manufacturer approved bedding material and methods, joints, and connections;
 - F. Place and compact trench backfill material;
- Complete all other items and operation necessary for construction of the culinary water line.

Bid Item 29 – Furnish and Install new 4’ dia. Storm drain manhole:

Measurement shall be per each. Payment shall be full compensation for all labor, material, and equipment required to install manholes, complete. Payment includes the following items and tasks. Payment includes the following item tasks:

- A. Locate and protect existing utilities;
- B. Remove asphalt and concrete material within the area to be distributed by trenching/excavating operations;

- C. Excavate the pipeline trench and remove unsuitable materials from the site;
- D. Install the manhole at the invert depth and locations as shown on the plans;
- E. Place and compact backfill material;
- F. Complete all other items and operation necessary for construction of the manholes.

Bid Item 30 – Furnish and Place 2” minus gravel:

Measurement shall be per ton as measured from weigh tickets. Weigh tickets must include date, time, material type, source, destination, loaded weight, empty weight, and tare weight. Payment shall be full compensation for all labor, material, and equipment necessary to furnish and place 2” minus gravel. Payment includes the following items and tasks:

- A. 2”minus gravel will be required to bed all storm drain lines as per plan and details;
- B. Remove and dispose of unsuitable soils, and;
- C. Provide approved 2” minus gravel to spring line of new storm drain pipe.

Bid Item 31 – Furnish and Place Granular Backfill:

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

- A. Coordinate with the Engineer and Owner to determine where import is required;
- B. Remove and dispose of unsuitable soils, and;
- C. Provide approved granular backfill borrow.

Note: Payment for granular backfill borrow should include only the additional cost for supplying import backfill. Compaction costs and use of native soils for backfill should be included with the pipe or the related item.

Bid Item 32 – Furnish and Place 8” untreated base course:

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

- A. Place and compact untreated base course to the design thickness as indicated on the design drawings;
- B. Grade the untreated base course surface to design grades; and
- C. Provide dust control and daily cleanup

Note: The thickness of the untreated base course refers to the finished thickness. At most locations 3 inches of untreated base course will be required to temporarily match existing pavement and allow traffic over the trench. Remove extra untreated base course and grade to 3 inches below the

finished surface prior to paving with asphalt. Payment shall include placement and removal of temporary untreated base course

Bid Item 33 – Furnish and Place 3” asphalt:

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

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

Bid Item 34 – Remove and haul away existing material:

Measurement shall be per cubic yard as measured with the Owner in the field and measured truck loads. Payment shall be full compensation for all labor, material, and equipment necessary to remove and haul away existing asphalt and soil materials. Payment includes the following items and tasks:

- A. Coordinate with the Engineer and Owner what soils will need to be hauled away, including the bedding zone, existing roadbase and asphalt;
- B. Provide dust control and daily cleanup; and
- C. Complete all other items and operations necessary to remove and haul away the unwanted or unneeded asphalt and soils material.

Bid Item 35 – Roto-mill Existing Asphalt for Trenching:

Measurement shall be per lineal foot of pipe. Payment per foot of trench roto-milled shall be full compensation for all labor, material, and equipment required to roto-mill asphalt. Payment includes the following item tasks:

- A. Locate and protect existing utilities;
- B. Roto-mill asphalt to width of new trench;
- C. Complete all other items and operation necessary for roto-mill of existing asphalt for trench.

Bid Item 36 – Saw-Cut Asphalt:

Measurement shall be per lineal foot of saw-cut. Payment per foot of saw-cut shall be full compensation for all labor, material, and equipment required to saw-cut asphalt. Payment includes the following item tasks:

- A. Locate and protect existing utilities;
- B. Saw-cut asphalt both sides of trench;
- C. Complete all other items and operation necessary to saw-cut asphalt.

Bid Item 37 – Cut & Cap Existing Water Line:

Measurement shall be per each cut and cap completed. Payment shall be full compensation for all labor, material, and equipment required to cut and cap the existing water line as directed by the City. Payment includes the following items and tasks:

- A. Cut and remove the sections of the existing PVC water line to assist in the installation of the new replacement line;
- B. Install owner furnished caps with mechanical joints unless otherwise indicated;
- C. Construct thrust block at all caps;
- D. Poly wrap fittings with thrust blocks; and
- E. Complete all other items and operation necessary for cutting and capping the existing water line as directed by the City for construction of the new water line and storm drain.

Bid Item 38 – Pothole for existing utilities:

Measurement shall be per each. Payment shall be full compensation for all labor, material, and equipment required to pothole existing utilities as directed. Payment includes the following items and tasks:

- A. Expose the existing utility;
- B. Document the type of utility, size, and depth to top of pipe on the as-builts;
- C. Complete all other items and operation necessary for pot hole for existing utilities

Bid Item 39 – Pressure Test new waterlines:

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

- A. Coordinate with the Owner times and means for pressure testing the waterlines;
- B. Complete all other items and operations necessary to pressure test the new waterlines and pass City Standards.

Bid Item 40 – Mobilization, Traffic Control:

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

- C. Secure permits, bonds, and insurance;
- D. Move equipment and personnel to and from the job site;
- E. Provide traffic control plan, barricades, signs and devices; and
- F. Complete all other miscellaneous responsibilities and operations not generally attributed to any other single bid item.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 60 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 75 calendar days after the date when the Contract Times commence to run. Anticipated NTP is Spring 2022.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond or Cashier Check;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: _____ or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- 7.02 Required Bidder Qualification Statement and Choosing by Advantage (CBA) form with Supporting Data.

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

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

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in _____ is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

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

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____.

CONSTRUCTION CONTRACT

Owner and Contractor hereby agree as follows:

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

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Fruitland Drive Waterline Replacement Project – Project #21-129.

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

4.01 *Time of the Essence*

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

4.02 Liquidated Damages

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

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

ARTICLE 5 - CONTRACT PRICE

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

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including

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

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Other bonds as required.
 - 5. General Conditions.
 - 6. Supplementary Conditions.

7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings
9. Addenda.
10. Exhibits to this Agreement:
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

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

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

This Agreement will be effective on _____, 2022 (which is the Effective Date of the Agreement).

OWNER:

NORTH OGDEN CITY

By: _____

Title: _____

Attest

Title: _____

Address for giving notices:

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

CONTRACTOR

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

Agent for service of process:

SECTION 00 43 13

BID SECURITY

Section 00 51 00

Notice of Award

Date: _____

Project: Fruitland Drive Waterline Replacement Project

Owner: North Ogden City

Owner Contract No.:

Contract: Fruitland Drive Waterline Replacement

Engineer Project No.: 21-129

Bidder:

Bidder's Address:

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent Successful Bidder and are awarded a Contract for Bid Schedule Items 1-36.

The Contract Price of your Contract is _____ Dollars 00/100 Dollars (\$ _____).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [5] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:
None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner
By: _____
Authorized Signature

Title

Copy to Engineer

Section 00 55 00

Notice to Proceed

Date: _____

Project: Fruitland Drive Water Line Replacement Project	
Owner: North Ogden City	Owner's Contract No.: 21-010
Contract: Fruitland Drive Water Line Replacement Project	Engineer's Project No.: 21-129
Contractor:	
Contractor's Address:	

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is 60, and the number of days to achieve readiness for final payment is 75].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insured and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must: Contact Brian Campbell with ESI Engineering at (801) 953-4814 and Jason Reney with North Ogden City at (801) 782-8111.

North Ogden City	
Owner	Contractor
Given by:	Given by:
Authorized Signature	Authorized Signature
Title	Title
Date	Date

Copy to Engineer

Section 00 63 63

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner: North Ogden City	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ _____	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized

Date: _____

Date: _____

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, Section 00 72 00 (EJCDC C-700, 2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner shall furnish to Contractor up to 3 printed or hard copies of the Drawings and Project Manual and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.02 *Subsurface and Physical Conditions*

SC-4.02 Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-4.06 *Hazardous Environmental Conditions*

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 5 – BONDS AND INSURANCE

SC-5.04 *Contractor's Liability Insurance*

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

- | | |
|--|-------------|
| a. State: | Statutory |
| b. Applicable Federal
(e.g., Longshoreman's): | Statutory |
| c. Employer's Liability: | \$1,000,000 |

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- | | |
|---|--------------|
| a. General Aggregate | \$ 2,000,000 |
| b. Products - Completed
Operations Aggregate | \$ 2,000,000 |
| c. Personal and Advertising
Injury | \$ 1,000,000 |
| d. Each Occurrence
(Bodily Injury and
Property Damage) | \$ 1,000,000 |
| e. Property Damage liability insurance will provide
Explosion, Collapse, and Under-ground coverages
where applicable. | |
| f. Excess or Umbrella Liability | |
| € General Aggregate | \$ 1,000,000 |
| € Each Occurrence | \$ 1,000,000 |

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

- a. Bodily Injury:
Each person \$1,000,000
- b. Each Accident \$1,000,000
- c. Property Damage:
Each Accident \$1,000,000

[or]

- a. Combined Single Limit of \$ 1,000,000

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- a. Bodily Injury:
Each person \$ 1,000,000
Each Accident \$ 1,000,000
- b. Property Damage:
Each Accident \$ 1,000,000
Annual Aggregate \$ 1,000,000

5. The Contractor shall secure and present to the Engineer prior to starting work on the project the current insurance policy that shows the Owner and the Engineer as “Additionally Insured”.

SC-5.06 *Property Insurance*

SC-5.06.A. Delete Paragraph 5.06.A in its entirety and insert the following in its place:

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:

- 1. include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.
3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
5. allow for partial utilization of the Work by Owner;
6. include testing and startup;
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and
8. comply with the requirements of Paragraph 5.06.C of the General Conditions.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

SC-6.13 *Safety and Protection*

SC-6.13 Delete the second sentence of Paragraph 6.13.C and insert the following:

1) The following Owner safety programs are applicable to the Work:

"Manual of Accident Prevention in Construction", Associated General Contractors of America and State Safety Regulations.

"General Safety Orders Covering Utah Industries", Industrial Commission of Utah.

“OSHA Construction Standards – Part 1926”, Occupational Safety and Health Administration.

“Manual on Uniform Traffic Control Devices – (Latest Version)”, Federal Highway Administration (FHWA).

“City and County Highway Department”

2) The Contractor shall maintain at his office or other well-known place at the job site, all articles necessary for giving first aid to the injured; and shall have an employee who has completed the American Red Cross Standard First Aid Course or its equivalent, and standing arrangements for the immediate removal to a hospital for a doctors care of all persons who may be injured on the job site.

SC-6.13 Add the following new paragraphs immediately after Paragraph 6.13.B:

- 1) If the Contractor damages any utility during construction he shall immediately notify the utility company, department of persons involved and shall satisfactorily repair or replace such utility, or Contractor shall arrange for the utility company to perform said repairs or replacement. If the Contractor fails or neglects to make, or arrange with the utility company to make such repairs or replacements immediately, the Owner may make the necessary repairs and the cost of so doing will be deducted from the sum due or to become due the said Contractor under this contract.
- 2) The Contractor shall not be entitled to claims for damage on account of hindrance of delay from cause unless the delay is due to acts or omission on the part of the Owner. Such hindrance or delay may entitle the Contractor to an extension of time in which to complete the work. The Contractor shall give notice in writing to the engineer and Owner of the causes of such delay. No additional time will be given for time elapsing before such notice is given.

SC-6.17 *Shop Drawings and Samples*

SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer’s time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer’s charges for such time.
- G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer’s charges for its

review time unless the need for such change is beyond the control of Contractor.

ARTICLE 7 – OTHER WORK AT THE SITE

SC-7.04 *Claims Between Contractors*

SC-7.04 Add the following new paragraph immediately after paragraph GC-7.03:

SC-7.04 *Claims Between Contractors*

- A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, then Contractor (without involving Owner, Engineer, or construction coordinator) shall either (1) remedy the damage, (2) agree to compensate the other contractor for remedy of the damage, or (3) remedy the damage and attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.
- C. If Contractor is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to

Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-9.03 *Project Representative*

As indicated in GC-9.03, in those cases in which the Engineer will provide a Resident Project Representative (RPR) during construction, the authority and responsibilities of the RPR and any assistants must be specified in the Supplementary Conditions; thus this is a mandatory Supplementary Condition in such cases. The following suggested language which parallels the working of Exhibit D to EJCDC E-500, the Standard Form of Agreement between Owner and Engineer for Professional Services, should be edited to indicate the RPR authority and responsibilities that apply to this project:

SC-9.03 Add the following new paragraphs immediately after Paragraph 9.03.A:

B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:

1. *Schedules*: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2. *Conferences and Meetings*: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison*:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- 5. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
- 6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- 7. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 8. *Inspections, Tests, and System Startups:*
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

9. *Records:*

- a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- b. Maintain records for use in preparing Project documentation.

10. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. *Completion:*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-11.03 *Unit Price Work*

The following SC is typically called a variation in estimated quantities clause and facilitates administrative resolution of situations where actual quantities differ materially from estimated quantities. Typically, the clause applies where the Bid price of an item of the Unit Price Work is more than 5 percent of the Contract Price and the actual quantity of the units of work performed varies by 15 to 25 percent.

SC-11.03.D Delete Paragraph 11.03.D in its entirety and insert the following in its place:

- D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
1. if the Bid price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 20 percent from the estimated quantity of such item indicated in the Agreement; and
 2. if there is no corresponding adjustment with respect to any other item of Work; and
 3. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC-12.01 *Change of Contract Price*

In some cases a change in Contract Price will include a Contractor's fee for overhead and profit, which under GC-12.01.C.2 may be determined through application of prescribed percentages on portions of the Cost of the Work. The percentages to be applied to subcontract work of one or more tiers is set forth in GC-12.01.C.2.c, under which the Subcontractor actually performing the work earns a fee of 15 percent, and any higher tier Subcontractors and the Contractor will each earn a fee of 5 percent of the amount paid to the next lower tier Subcontractor. If the parties wish to cap the total amount of the fee that could result from application of this formula, EJCDC suggests the following Supplementary Condition establishing a maximum fee of 27 percent, based on a fee at three tiers ($1.15 \times 1.05 \times 1.05 = 1.268$):

SC-12.01.C *Contractor's Fee.* Delete the semicolon at the end of GC 12.01.C.2.c, and add the following language:

, provided, however, that on any subcontracted work the total maximum fee to be paid by Owner under this subparagraph shall be no greater than 27 percent of the costs incurred by the Subcontractor who actually performs the work;

ARTICLE 16 – DISPUTE RESOLUTION

SC-16.01 *Methods and Procedure*

As an alternative to the dispute resolution process set forth in the General Conditions (mediation followed by litigation), the contract could pair final and binding arbitration with mediation. A discussion of the pros and cons of the arbitration process (and there are many advocates on either side) is beyond the scope of this Guide. Consultation with the Owner's legal counsel is highly recommended. Users should also note that they will need to insert the name of an arbitration agency, such as the American Arbitration Association or the CPR Institute for Dispute Resolution, in SC-16.02.A. The mediation/arbitration option requires the following:

SC-16.01 Delete Paragraph 16.01.C in its entirety and insert the following in its place:

- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to demand arbitration of the Claim, pursuant to Paragraph SC-16.02; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process.

SC-16.02 Add the following new paragraph immediately after Paragraph 16.01.

SC-16.02 *Arbitration*

- A. All Claims or counterclaims, disputes, or other matters in question — between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.09) including but not limited to those not resolved under the provisions of Paragraphs SC-16.01A and 16.01.B will be decided by arbitration in accordance with the rules of *[insert name of selected arbitration agency]*, subject to the conditions and limitations of this Paragraph SC-16.02. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the 30 day period specified in Paragraph SC-16.01.C, and in all other cases within a reasonable time after the Claim or counterclaim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim or

other dispute or matter in question would be barred by the applicable statute of limitations.

- C. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.
- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include: (i) a concise breakdown of the award; (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Controlling Law relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

ARTICLE 17 – MISCELLANEOUS

SC-17.07 Add the following new paragraph immediately after Paragraph 17.06.

SC-17.07 Access and Usage of Fire Hydrants and Other Utilities. The Contractor shall not obstruct, destroy, or deter usage of fire hydrants and other utilities. Contractor shall not use any utility without proper consent and connection from the utility company.

SC-17.08 Add the following new paragraphs immediately after Paragraph 17.07.

SC-17.08 SPECIAL CONDITIONS

- A. Traffic Control. The City is planning on allowing the full closure of Fruitland Drive with access for local traffic only. The Contractor shall be responsible for preparing and submitting a traffic control plan to the Engineer prior to beginning construction. Traffic control plan will be reviewed for general compliance to the latest MUTCD edition. The Contractor shall be responsible for providing all traffic control devices and/ or flagging personnel as may be required for construction. The Contractor is responsible for project safety. Temporary ramps to allow access for private ingress and egress to driveways shall be provided by the contractor at no additional compensation.
- B. Engineer Field Reviews. The Contractor is required to contact the Engineer at least 24 hours prior to beginning construction. Coordinate testing and field reviews with Engineer or Engineer's representative. A field review by the Engineer or Engineer's representative does not secure that completed construction has been accepted. All materials and workmanship shall conform to the City Standards and Specifications. The Engineer and/or City reserve the right to accept or reject any such materials or workmanship that does not conform to the City Standards and Specifications.
- C. Coordination with City Water Department. Contractor shall give at least 24 hours notice to residents prior to any activity which will affect their culinary water supply or pressure. Notification shall be as follows: (1) Obtain door knob notification cards at the Public Works Building (2) Fill out card with day, time and approximate duration water supply will be effected and (3) Attach the cards to each door knob of the water users effected. Coordinate this effort and give 24 hours notice to the City. Contractor shall not operate any valve without the Water Department's permission. Contact Jason Reney (801) 782-8111 for permission.
- D. Irrigation Lines. Contact Doug Jeppesen, Pineview Water Systems (801) 621-6555 for help locating and opening valves for the irrigation system. Contractor shall not operate any irrigation main valve without the appropriate Irrigation Company's permission.
- E. Lump Sum Prices. The lump sum items on the Bid Schedule are the Engineer's estimate for the convenience of the contractor only and contractor will not be entitled to any additional compensation for overages of quantities over the estimate.
- F. Safety and Protection of Utilities & Landscaping and Utility Crossings. The *Manual on Uniform Traffic Control Devices* must be followed to insure safety to workers and the public. Contractor shall be responsible to protect all existing utilities when excavating and to repair at their own expense any damage to them during construction. The contractor will be responsible to restore any damaged sod, sprinkler systems and fencing to their original condition.
- G. Record drawings. An accurate set record drawings or shall be kept by the contractor and submitted to North Ogden City before final payment.

