



## Regular City Council Meeting

Tuesday, October 4, 2022

5249 South 400 East

Washington Terrace, UT 84405

801.393.8681

www.washingtonterracecity.com

1. **ROLL CALL**

6:00 P.M.

2. **PLEDGE OF ALLEGIANCE**

3. **WELCOME**

4. **CONSENT ITEMS**

4.1 **APPROVAL OF AGENDA**

Any point of order or issue regarding items on the agenda or the order of the agenda need to be addressed here prior to the approval of the agenda

4.2 **APPROVAL OF SEPTEMBER 20, 2022, MEETING MINUTES**

5. **CITIZEN COMMENTS**

This is an opportunity to address the Council regarding your concerns or ideas that are not on the agenda as part of a public hearing. Please limit your comments to no more than 3 minutes.

6. **RETURNING BUSINESS**

This agenda item consists of items that have previously been discussed in past Council meetings and brought back for further discussion or action.

6.1 **DISCUSSION/MOTION: RATIFICATION OF EXPENDITURE FOR EMERGENCY ROAD REPAIR ON ADAMS AVENUE DUE TO WATER LEAK**

Council to ratify the expenditures associated with an emergency repair due to a water leak on 5900 South Adams Ave.. According to City Purchasing Policy, the City Council shall ratify any emergency contracts that need prompt execution because of imminent threat to welfare or safety of the public as soon as possible.

7. **COUNCIL COMMUNICATION WITH STAFF**

8. **ADMINISTRATION REPORTS**

9. **UPCOMING EVENTS**

October 5-7: Utah League of Cities and Towns Convention ( Salt Lake City)

October 10<sup>th</sup>: City Offices closed for Columbus Day

October 18<sup>th</sup>: City Council Meeting 6:00 p.m.

October 27<sup>th</sup>: Planning Commission Meeting (tentative) 6:00 p.m.

November 1<sup>st</sup>: City Council Meeting 6:00 p.m.

November 8<sup>th</sup>: Election Day (State)

November 15<sup>th</sup> City Council Meeting 6:00 p.m.

---

In compliance with the Americans with Disabilities Act, persons who have need of special accommodation should contact the City Recorder at 801-395-8283.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in three public places within the City of Washington Terrace City limits and sent to the *Standard Examiner* at least 24 hours prior to the meeting. Amy Rodriguez, City Recorder.

November 18<sup>th</sup> and 19<sup>th</sup> : Council Retreat 8:00 a.m.- 12:00 p.m.

10. **ADJOURN THE MEETING: MAYOR ALLEN**

11. **ADJOURN INTO REDEVELOPMENT AGENCY MEETING**  
**(THE RDA MEETING WILL BEGIN IMMEDIATELY FOLLOWING THE REGULAR COUNCIL MEETING)**

---

In compliance with the Americans with Disabilities Act, persons who have need of special accommodation should contact the City Recorder at 801-395-8283.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in three public places within the City of Washington Terrace City limits and sent to the *Standard Examiner* at least 24 hours prior to the meeting. Amy Rodriguez, City Recorder.

# City of Washington Terrace

## Minutes of a Regular City Council meeting

Held on September 20, 2022

City Hall, 5249 South 400 East, Washington Terrace City, Utah

### **MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT**

Mayor Mark C. Allen  
Council Member F. Carey Seal  
Council Member Jeff West  
Council Member Jill Christiansen  
Council Member Scott Barker  
Council Member Randy Ferlin  
Finance Director Shari' Garrett  
City Treasurer Heidi Gerritsen  
City Attorney Bill Morris  
City Recorder Amy Rodriguez

### **Others Present**

Charles and Reba Allen, Gail Melycher, Steve Nielson, Sharae Nielson, Jordan Porter, Conner Porter, John Craynor, Kathleen Craynor, Amanda Hartley, Anna Graff, Jeremy Frank, Amy Miller

### **1. ROLL CALL**

**6:00 P.M.**

### **2. PLEDGE OF ALLEGIANCE**

### **3. WELCOME**

### **4. CONSENT ITEMS**

#### **4.1 APPROVAL OF AGENDA**

#### **4.2 APPROVAL OF SEPTEMBER 6, 2022, MEETING MINUTES**

Items 4.1 and 4.2 were approved by general consent.

### **5. SPECIAL ORDER**

#### **5.1 PUBLIC HEARING: TO HEAR COMMENTS IN FAVOR AND OPPOSITION TO AMENDING THE FISCAL YEAR 2022-2023 BUDGET**

Garrett highlighted major budget items.

She stated that the capital expenses that did not get fully expended are being rolled over so that the projects can be completed this fiscal year.

She stated that there was a water line break repair, as well as a sewer line repair, that will fall under an emergency repair. Garrett stated that we have more than enough in reserve balance to use for these repairs

46 and other emergency purposes.  
47 Garrett stated that the Rohmer Park Pickleball complex will require an additional \$200,000 for completion  
48 of phase one.  
49 Garrett stated that one of the adjustments is for the water portion of the Road Reconstruction Project.  
50 Garrett stated that 1.5 million of restricted road fund money is to be moved to fund 56 (to account for  
51 restricted road projects). She stated that this will help with transparency with the Class "C" and restricted  
52 road funds monies. She stated that this will lead to accounting ease. She stated that it will present an  
53 accurate picture of balances left in Class "C" funds. Garrett explained that the restricted and unrestricted  
54 funds will be separated.

55  
56 **Mayor Allen opened the Public Hearing at 6:11 p.m.**

57 Mike Lawrence stated that he is appalled that we create a budget and do not stick with the budget. He asks  
58 Council to re-evaluate how spend our money. He stated that we carry money over all the time and he asks  
59 where the "magic money" comes from. He stated that he wonders which areas are being ignored to find the  
60 "magic money" for pickleball courts and emergency projects.

61 **Mayor Allen closed the Public Hearing at 6:13 p.m.**

62  
63 Garrett stated that whatever money is unspent from one year goes back into a big pool. She stated that in  
64 order to complete the projects that have previously been encumbered, we have to put it back into the  
65 budget. She stated that the funds were already reserved for the project. It is the same money for the same  
66 project.

67  
68 Garrett stated that the \$200,000 for the Pickleball Complex is coming out of a Parks Capital Project Fund.  
69 She stated that the fund over the last couple of years has been the recipient of excess fund balance from the  
70 general fund. She stated that if the general fund comes in healthier than anticipated, she will take the tax  
71 supported activities and put it into capital projects and the parks are one of the recipients. She stated that  
72 this has taken place over a couple of years of appropriation.

73 Council Member Barker stated that we plan for the future and note that it will take X amount of money so  
74 we have to budget for it years out.

75 Garrett stated that excess is good for us, noting that it funds parks, and it funds capital projects. She stated  
76 that we rely on excess amounts in general funds for one time projects that otherwise would not get done.  
77 Council Member Barker stated that there is money in the city for certain projects, not just floating out  
78 there. Most things are set to a certain project and in this case, the money is being moved from one year to  
79 the next for a certain project.

80  
81 Council Member Seal clarified that to get the grant, we have to have so much money to match and that  
82 money has to be set aside for parks so that we can apply for the money for the parks. Garrett stated that  
83 estimates were less than what it actually came in from. She stated that the City would be forgoing  
84 \$500,000 if we were not able to utilize the fund balances in parks capital improvements.

85  
86 Mayor Allen stated that the emergency repairs came to \$96,000, and that we were able to take out of  
87 reserves. He noted that this is a project that was not budgeted for because it was unforeseen. He stated that  
88 if we didn't have the money in the reserves, he does not know how we would have fixed the issue. Mayor  
89 Allen stated that we have the reserves in the proper locations so that we can take care of emergencies.  
90 Garrett stated that we are saving today for projects for next year or a few after. She stated that part of the

91 rolling of the funds is to build funds for future projects.

92  
93 **6. CITIZEN COMMENTS**  
94

95 Anna Graff stated that the chicken issue started with the city tell people that they can  
96 have backyard hens. She stated that the City then took those chickens away. She stated whether it  
97 was a mistake or not, Council sits there showing lack of knowledge and lack of respect to those not  
98 only keeping hens, but to those who have spoken today.

99 Ms. Graff stated that the City punishes residents and not business, especially vacant business and  
100 Asked how much the business are getting charged daily for their violations.

101 She stated that she does not believe that we cannot afford to pay for a full time worker for code  
102 enforcement. She stated that the city is spending \$865,000 on a pickleball field. She stated that the  
103 average pickleball player is retired and asked where are updated playgrounds, football fields,  
104 basketball courts, and dog parks. She stated that she does not believe that the pickleball courts will  
105 improve the community. She stated that no one is forcing Council to use this money solely on  
106 something so specific as pickleball. She stated that if half of the money was spread across the city it  
107 would be amazing. She stated that Council has shown money mismanagement and poor policy  
108 choices year after year. She stated that it looks like to her that they are spending a ridiculous amount  
109 of money on wasteful projects.

110  
111 Paul Klema wants to know why we are paying \$850,000 on a \$65,000 job for a pickleball court.  
112

113 Kathy McKay stated that there is a serious problem with the kids at TH Bell, making out, smoking  
114 e-cigarettes, and drinking on the lawns of the residents that live around the school.

115 She stated that the "right turn only sign" coming out of Roosevelt is gone.

116 She stated that no one uses the crosswalk at Roosevelt and asked if it could be moved down further.  
117

118 James Craynor stated that his wife sent a letter to each Council Member and received no response  
119 from anyone. He stated that she is trying to get a business license and would appreciate some  
120 response from the letter that she sent. Council stated that they have not received an email. Council  
121 Member Christiansen stated that she did receive the letter but has not sent response as of yet.  
122

123 Mike Lawrence stated that a street sweeper could not get near the gutters and edges of the street

124 In his cul de sac. He stated that there are too many cars on the road and the street sweeper could not  
125 reach the sides, only the middle of the road

126 He suggested that administration put out a notice when street sweeping will be done so that cars can  
127 be moved out of the road.  
128

129 Amanda Hartley stated that there was a facebook poll on the citizen facebook page and she  
130 Stated that out of 360 votes, 264 wanted to change the code and 87 did not, and 12 unsure.

131 She stated that the backyard chicken alliance petition has over 390 signatures. She stated that 40 are  
132 not from the city. She noted that she realizes that facebook can be skewed, but stated that people  
133 who want chickens allowed is not a small majority according to her polls and petitions.

134 She stated that Qualtrics is extremely discounted, if not free. She stated that the City should run a  
135 survey and see if the numbers say. She stated that a survey would be logical to represent the citizens.

Ms. Hartley stated that she believes that Council would like to represent the citizens and asked that Reconsider a survey to see what the people want.

Gail Melycher wanted to address the chicken issue. She stated that someone was told that the chickens were a hobby. She stated that many people are trying to feed their family and it is not a hobby for her. She stated that she is on a limited income. She stated that her experience is limited and that it does take a fair amount to get set up but it costs her less to have her chickens produce eggs. She stated that the manure is fertilizer and organic fertilizer is expensive. She stated that bedding is only 7 dollars and lasts a long time. She stated that the cost is not as high as Council said last meeting. She stated that the eggs can be preserved all year round. She stated that it is a sustainable protein that you can have if you cannot afford meat. She stated that you are producing and reusing everything. Ms. Melycher stated that she shares her eggs. She stated that food production is a serious issue and can become worse. She stated that she is not doing this as a hobby.

**7. NEW BUSINESS**

**7.1 MOTION/RESOLUTION 22-17: A RESOLUTION AMENDING THE 2022-2023 FISCAL YEAR BUDGET**

**Motion by Council Member Barker  
Seconded by Council Member Seal  
To approve Resolution 22-17 to  
Amend the Fiscal Year 2022-2023 budget  
Approved unanimously (5-0)  
Roll Call Vote**

**8. RETURNING BUSINESS**

**8.1 MOTION/ORDINANCE 22-04: MOTION TO APPROVE AMENDING SECTION 5.02.040 AND RE-ENACTING 5.02.070 OF THE WASHINGTON TERRACE MUNICIPAL CODE; ADOPTING LIMITATIONS ON CERTAIN BUSINESS CATEGORIES AS REQUIRED BY STATE LAW; MAKING TECHINCAL CHANGES; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Mayor Allen stated that the items were brought to Council two weeks ago by Heidi Gerritsen for discussion. Council Member Barker clarified that the majority of the amendments is to reduce a lot of “fluff”. Gerritsen also stated that the changes were to bring us into compliance with state code.

**Motion by Council Member West  
Seconded by Council Member Barker  
To Approve the changes to section 5.02.040 and Re-Enacting 5.02.070 of the Washington Terrace Municipal Code as discussed  
Approved unanimously (5-0)  
Roll Call Vote**

**8.2 MOTION/ORDINANCE 22-05: MOTION TO APPROVE AMENDING CHAPTER 13.04 RELATING TO UTILITY SERVICES; RENUMBERING PRIVATE UTILITY SYSTEMS TO CHAPTER 13.05; MAKING TECHNICAL CHANGES;**

184 **SEVERABILITY; AND EFFECTIVE DATE.**

185 Council Member Barker stated that he has a concern about residents who can not pay their bills. He stated  
186 that the new ordinance states that staff can make the decision for payment plans to help the resident. He  
187 asked who makes this decision. He does not want someone who has an issue with the city be sandbagged.  
188 He stated that he would like people to feel comfortable coming in for help and feel like they will be treated  
189 fairly. Gerritsen stated that she will consult with Hanson for any issue over the norm.

190  
191 **Motion by Council Member Seal**  
192 **Seconded by Council Member West**  
193 **To approve Ordinance 22-05 Amending Chapter 13.04 Relating**  
194 **To Utility Services**  
195 **Approved unanimously (5-0)**  
196 **Roll Call Vote**  
197

198 **8.3 MOTION/ORDINANCE 22-06: MOTION TO APPROVE REPEALING AND**  
199 **RE-ENACTING CHAPTER 13.14 OF THE WASHINGTON TERRACE**  
200 **MUNICIPAL CODE RELATING TO RESIDENTIAL SOLID WASTE AND**  
201 **RECYCLING.**  
202

203 **Motion by Council Member Barker**  
204 **Seconded by Council Member Seal**  
205 **To approve Ordinance 22-06 repealing and re-enacting chapter**  
206 **13.14 of the Municipal Code relating to Residential Solid Waste and Recycling**  
207 **Approved unanimously (4-0)**  
208 **Roll Call Vote**  
209 **Council Member Seal- Aye**  
210 **Council Member Christiansen- Abstained**  
211 **Council Member West- Aye**  
212 **Council Member Barker- Aye**  
213 **Council Member Ferlin- Aye**  
214

215 **9. COUNCIL COMMUNICATION WITH STAFF**

216 Council Member Seal expressed his concerned for kids safety walking on the sidewalks if the cars are in  
217 the way. He would like staff to look into the issues.

218 Council Member Seal gave an update on the Mosquito Abatement District, stating that the board bought  
219 another drone for mosquito spraying. He stated that there was one case of West Nile Virus in downtown  
220 Ogden, due to a resident who had left water bowls out for his dogs and larva was found.

221 He also was glad to see that Golden West Credit Union cleaned up the sidewalk on 5600 South.  
222

223  
224 Council Member Barker commented that Council is glad that citizens have comments and he stated that  
225 they have every right to make any comments that they want and that there is no need to apologize for  
226 comments made. He stated that the decision might not be in the commentor's favor right now, but that is  
227 not the end of the discussion. Council Member Barker stated that he wants residents to feel welcome to  
228 come to Council speak what is on their mind stating that they do not need to apologize for any comments  
229 that they make. Council Member Barker stated that he did not see the email from Mrs. Craynor, but she  
230 can drop it off to him at his house and he will look for it. He stated that he never receives phone calls or  
231 comments from anyone and wants residents to feel free to do so.

Council Member Christiansen thanked commentators for coming to Council and bringing up topics that are hard, stating that Council needs to hear the concerns of residents.

Council Member Christiansen stated that she has concerns about weeds in the sidewalk and will pass it along to Hanson to be addressed, as well as concerns about the parking and street sweeper.

Mayor Allen stated that he will have code enforcement give a presentation to soon to explain their process and progress.

Council Member West stated that he responds to emails to let them know that it has been received, even if he doesn't have an answer. He stated that he did not see Mrs. Craynor's email and will acknowledge it if it is received. He stated that he would like a follow up on violations for businesses within the City. He stated that businesses are not exempt from citations and code issues. Council Member West stated that there needs to be legal access on what the city can do on private property to help clean it up.

Mayor Allen stated that he appreciates all the comments this evening. He stated that he puts his heart and soul into the community and gives it his all. He stated that he and Council are providing service to the community. He stated that he gives it all he can.

## **10. ADMINISTRATION REPORTS**

Bill Morris, City Attorney, introduced himself to the audience and his role for the City. He was filling in for Hanson, who is out at a conference.

## **11. UPCOMING EVENTS**

September 29<sup>th</sup>: Planning Commission Meeting - CANCELLED

October 4<sup>th</sup>: City Council Meeting 6:00 p.m.

October 5-7: Utah League of Cities and Towns (Salt Lake City)

October 10<sup>th</sup>: City Offices closed for Columbus Day

October 18<sup>th</sup>: City Council Meeting 6:00 p.m.

October 27<sup>th</sup>: Planning Commission Meeting (tentative) 6:00 p.m.

## **12 ADJOURN THE MEETING: MAYOR ALLEN**

**Motion by Council Member Barker  
Seconded by Council Member Christiansen  
To adjourn the meeting  
Approved unanimously (5-0)  
Time: 7:06 p.m.**

---

**Date Approved**

---

**City Recorder**

# City Council Staff Report

**Author:** Jake Meibos

**Subject:** Adams Ave. Emergency Road Repair

**Date:** 10/4/2022

**Type of Item:** Discussion / Motion



## **Summary Recommendation: Ratify Water Valve Repair and Road Damage Repairs**

### **Description:**

- A. **Topic:** Ratify Water Valve Repair and Road Damage Repair due to water leak.
- B. **Background:** On July 24<sup>th</sup>, 2022, a water valve located at 5900 South Adams Ave. failed. The bolts to the top of the bonnet broke loose. The Public Works Crew repaired the valve and replaced the bolts.
- Due to the magnitude of the asphalt damage and timing to repair the road, the road repair was declared an emergency. Two bids were collected to make the asphalt repairs. One from Parsons Company and Morgan Pavement. Morgan Pavement was low bid and able to be on site that same week. See attached bid documents and contract.

**Analysis:** To follow the Purchasing Policy for Emergency Contracts which require prompt execution of the contract because of an imminent threat to the safety or welfare of the public, of public property, or of private property. The City Council shall be notified of the emergency contract which require prompt execution. City Council shall ratify the emergency contract.

- C. **Department Review:** City Manager, Public Works, Finance

### **Alternatives:**

- A. **Approve the Request:** Ratification of the emergency contract for the Adams Ave Road repairs.

**BIDDING SCHEDULE  
WASHINGTON TERRACE CITY  
Adams Avenue Waterline Break Repair Project**

CONTRACTOR: Morgan Pavement

|                                   | Bid Item Description                            | Qty. | Units | Unit Price   | Amount      |
|-----------------------------------|-------------------------------------------------|------|-------|--------------|-------------|
| <b>BASE BID</b>                   |                                                 |      |       |              |             |
| <b>GENERAL</b>                    |                                                 |      |       |              |             |
| 1                                 | Remove existing asphalt                         | 990  | sy    | \$14.491     | \$14,346.09 |
| 2                                 | Soft spot repair (12" granular borrow, 6" UTBC) | 900  | sf    | \$9.4952     | \$8,545.68  |
| 3                                 | Lower manhole lid                               | 2    | ea    | \$550        | \$1,100     |
| 4                                 | New roadbase material                           | 40   | ton   | \$18         | \$720       |
| 5                                 | New asphalt surface (5" thick)                  | 300  | ton   | \$113.242    | \$33,972.81 |
| 6                                 | Raise manhole lid, with collar                  | 2    | ea    | \$1,200      | \$2,400     |
| 7                                 | Raise valve box, with collar                    | 1    | ea    | \$900        | \$900       |
| 8                                 | New striping                                    | 1    | ls    | \$1,000      | \$1,000     |
| <b>TOTAL BASE BID (Items 1-8)</b> |                                                 |      |       | \$ 62,984.58 |             |

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) 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.

**DOCUMENT 00 01 10  
TABLE OF CONTENTS**

**Washington Terrace City  
Adams Avenue Waterline Break Roadway Repair Project**

| Reference<br>Number | Title |
|---------------------|-------|
|---------------------|-------|

|          |                   |
|----------|-------------------|
| 00 01 10 | Table of Contents |
|----------|-------------------|

**PART 1 – BIDDING REQUIREMENTS**

|          |                                        |
|----------|----------------------------------------|
| 00 11 13 | Advertisement for Bids                 |
| 00 21 13 | Instructions to Bidders                |
| 00 41 43 | Bid Form                               |
| 00 45 36 | List of Proposed Suppliers<br>E-Verify |

**PART 2 – CONTRACTING REQUIREMENTS**

**AGREEMENT FORMS**

|          |          |
|----------|----------|
| 00 53 00 | Contract |
|----------|----------|

**PART 3 – NOT USED**

**PART 4 – TECHNICAL SPECIFICATIONS**

**PROJECT SPECIFICATIONS**

|          |                         |
|----------|-------------------------|
| 01 11 01 | Measurement and Payment |
|----------|-------------------------|

**PROJECT SPECIFICATIONS**

List project specific specifications here.

**CITY STANDARD SPECIFICATIONS**

All provisions of the current adopted Public Works Standards, with all amendments and revisions, are made a part of the Technical Specifications by reference.

**2017 MANUAL OF STANDARD SPECIFICATIONS (commonly known as APWA Specs)**

Except for the General Conditions (Document 00 72 00), all provisions of the Manual of Standard Specifications, 2017 Edition, as published by the Utah LTAP Center, Utah State University, Logan, Utah, with all published amendments, are hereby made a part of the Technical Specifications by reference.

**PART 5 – DRAWINGS**

NA

**WASHINGTON TERRACE CITY  
WASHINGTON TERRACE CITY, UTAH  
ADAMS AVENUE WATERLINE BREAK ROADWAY REPAIR PROJECT**

**DOCUMENT 00 11 13  
REQUEST FOR BIDS**

Sealed Bids for the construction of the Adams Avenue Waterline Break Roadway Repair Project will be received by Washington Terrace City, at the City Office, 5249 S. 400 E. Washington Terrace, UT, **until 5:00 PM local time on July 26, 2002.** The Project consists of REPAIRS TO ADAMS AVENUE.

Bids will be received for a single prime contract. Bids shall be on a unit price basis as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: Jones & Associates Consulting Engineers, 6080 Fashion Point Drive, South Ogden, Utah, (801) 476-9767.

No pre-bid conference will be held.

No Bid Security will be required

Owner reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make awards in the best interests of the Owner.

**END OF REQUEST FOR BIDS**

**DOCUMENT 00 21 13  
INSTRUCTIONS TO BIDDERS**

**TABLE OF CONTENTS**

|                                                                                         |       |
|-----------------------------------------------------------------------------------------|-------|
| <a href="#"><u>ARTICLE 1 – Copies of Bidding Documents</u></a> .....                    | - 2 - |
| <a href="#"><u>ARTICLE 2 – Qualifications of Bidders</u></a> .....                      | - 2 - |
| <a href="#"><u>ARTICLE 3 – Site and Other Areas; Existing Site Conditions</u></a> ..... | - 2 - |
| <a href="#"><u>ARTICLE 4 – Bidder’s Representations</u></a> .....                       | - 3 - |
| <a href="#"><u>ARTICLE 5 – Pre-Bid Conference</u></a> .....                             | - 3 - |
| <a href="#"><u>ARTICLE 6 – Interpretations and Addenda</u></a> .....                    | - 3 - |
| <a href="#"><u>ARTICLE 7 – Bid Security</u></a> .....                                   | - 4 - |
| <a href="#"><u>ARTICLE 8 – Contract Times</u></a> .....                                 | - 4 - |
| <a href="#"><u>ARTICLE 9 – Liquidated Damages</u></a> .....                             | - 4 - |
| <a href="#"><u>ARTICLE 10 – Substitute and “Or-Equal” Items</u></a> .....               | - 4 - |
| <a href="#"><u>ARTICLE 11 – Subcontractors, Suppliers, and Others</u></a> .....         | - 4 - |
| <a href="#"><u>ARTICLE 12 – Preparation of Bid</u></a> .....                            | - 5 - |
| <a href="#"><u>ARTICLE 13 – Basis of Bid</u></a> .....                                  | - 5 - |
| <a href="#"><u>ARTICLE 14 – Submittal of Bid</u></a> .....                              | - 5 - |
| <a href="#"><u>ARTICLE 15 – Modification and Withdrawal of Bid</u></a> .....            | - 7 - |
| <a href="#"><u>ARTICLE 16 – Opening of Bids</u></a> .....                               | - 7 - |
| <a href="#"><u>ARTICLE 17 – Bids to Remain Subject to Acceptance</u></a> .....          | - 7 - |
| <a href="#"><u>ARTICLE 18 – Evaluation of Bids and Award of Contract</u></a> .....      | - 7 - |
| <a href="#"><u>ARTICLE 19 – Bonds and Insurance</u></a> .....                           | - 8 - |
| <a href="#"><u>ARTICLE 20 – Signing of Contract</u></a> .....                           | - 8 - |

**ARTICLE 1 – COPIES OF BIDDING DOCUMENTS**

- 1.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 1.02 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.
- 1.03 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 2 – QUALIFICATIONS OF BIDDERS**

- 2.01 To demonstrate Bidder's qualifications to perform the Work:
  - A. Bidder shall submit with its Bid those items listed in Paragraph 6.01 of the Bid Form; and
  - B. After submitting its Bid and within fourteen (14) days of Owner's request, Bidder shall submit those items listed in Paragraph 6.02 of the Bid Form.

When providing Subcontractor and Supplier qualification information; coordinate with provisions of Article 11 of these Instructions.

- 2.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 2.03 No requirement in this Article 2 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 2.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

**ARTICLE 3 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS**

- 3.01 Site and Other Areas
  - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 3.02 Existing Site Conditions
  - A. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

**ARTICLE 4 – BIDDER’S REPRESENTATIONS**

4.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and 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; and (3) Bidder’s safety precautions and programs;
- E. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid 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 bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- F. 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;
- G. 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;
- H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- I. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**ARTICLE 5 – PRE-BID CONFERENCE**

5.01 No pre-Bid conference will be held.

**ARTICLE 6 – INTERPRETATIONS AND ADDENDA**

6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing no later than 72 hours in advance of the opening of Bids. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions

received less than 72 hours 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.

- 6.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

#### **ARTICLE 7 – BID SECURITY**

- 7.01 Not Applicable

#### **ARTICLE 8 – CONTRACT TIMES**

- 8.01 The number of days within which, or the dates by which Milestones are to be achieved, if specified, and the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Contract.

#### **ARTICLE 9 – LIQUIDATED DAMAGES**

- 9.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Contract.

#### **ARTICLE 10 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 72 hours prior to the date for receipt of Bids. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- 10.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

#### **ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 11.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

## ARTICLE 12 – PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. 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 section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 12.03 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 partnership’s address for receiving notices shall be shown.
- 12.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm’s address for receiving notices shall be shown.
- 12.05 A Bid by an individual shall show the Bidder’s name and address for receiving notices.
- 12.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture’s address for receiving notices shall be shown.
- 12.07 All names shall be printed in ink below the signatures.
- 12.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 12.10 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 13 – BASIS OF BID

- 13.01 *Base Bid with Alternates*
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the base Bid and include separate unit prices for each item of Work listed in each alternate described in

the Bidding Documents and as provided for in the Bid Form, unless otherwise indicated. The total price for each alternate will be the amount added to or deleted from the total base Bid if Owner selects the alternate.

- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

#### 13.02 *Sectional Bids*

- A. Bidders may submit a Bid on a unit price basis for any individual section or any combination of sections, as set forth in the Bid Form. When submitting a Bid for a section, a unit price shall be specified for each item of Work in that section.
- B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.
- C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.
- D. Bidders offering a Bid on one or more sections shall be capable of completing the Work covered by those sections within the time period stated in the Agreement.

#### 13.03 *Unit Price*

- A. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. 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.

### ARTICLE 14 – SUBMITTAL OF BID

- 14.01 A stapled copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 6 of the Bid Form.
- 14.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the location of the opening of Bids as indicated in the Advertisement for Bids.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

**ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 A Bid may be 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. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 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 16 – OPENING OF BIDS**

- 16.01 Bids will be opened at the owner's convenience. 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 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 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 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 18.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 18.03 Evaluation of Bids
- A. 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.
  - B. When unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

**C. *Base Bid with Alternates***

1. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes, alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

**D. *Sectional Bids***

1. For determination of the apparent low Bidder(s), Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
- 18.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

**ARTICLE 19 – BONDS AND INSURANCE**

- 19.01 Article 6 of the Contract, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Contract (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

**ARTICLE 20 – SIGNING OF CONTRACT**

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Contract. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract) to Owner. Within ten (10) days thereafter, Owner shall deliver one (1) fully executed counterpart of the Contract to Successful Bidder, together with two (2) printed and one (1) electronic copies of the Contract Documents.

END OF INSTRUCTIONS TO BIDDERS

Bidder Name \_\_\_\_\_

**DOCUMENT 00 41 23**

**BID FORM**

**Adams Avenue Waterline Break Roadway Repair Project**

**ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to:

***Washington Terrace City***

***5249 S. 400 E.***

***Washington Terrace, UT 84405***

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract 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 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; 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 any 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; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. 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.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 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 anything 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 e execution of the Contract.

**BASIS OF BID**

- 4.02 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

*Bid Schedule on the following page(s)*

*This page is blank*

**BIDDING SCHEDULE**  
**WASHINGTON TERRACE CITY**  
**Adams Avenue Waterline Break Repair Project**

CONTRACTOR: Morgan Pavement

|                                   | Bid Item Description                            | Qty. | Units | Unit Price | Amount           |
|-----------------------------------|-------------------------------------------------|------|-------|------------|------------------|
| <b>BASE BID</b>                   |                                                 |      |       |            |                  |
| <b>GENERAL</b>                    |                                                 |      |       |            |                  |
| 1                                 | Remove existing asphalt                         | 990  | sy    | \$14.491   | \$14,346.09      |
| 2                                 | Soft spot repair (12" granular borrow, 6" UTBC) | 900  | sf    | \$9.4952   | \$8,545.68       |
| 3                                 | Lower manhole lid                               | 2    | ea    | \$550      | \$1,100          |
| 4                                 | New roadbase material                           | 40   | ton   | \$18       | \$720            |
| 5                                 | New asphalt surface (5" thick)                  | 300  | ton   | \$113.242  | \$33,972.81      |
| 6                                 | Raise manhole lid, with collar                  | 2    | ea    | \$1,200    | \$2,400          |
| 7                                 | Raise valve box, with collar                    | 1    | ea    | \$900      | \$900            |
| 8                                 | New striping                                    | 1    | ls    | \$1,000    | \$1,000          |
| <b>TOTAL BASE BID (Items 1-8)</b> |                                                 |      |       | <b>\$</b>  | <b>62,984.58</b> |

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) 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.

**ARTICLE 5 – TIME OF COMPLETION**

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Article 4 of the Contract on or before the dates or within the number of calendar days indicated in the Contract.
- 5.02 Bidder accepts the provisions of the Contract as to liquidated damages.

**ARTICLE 6 – ATTACHMENTS TO THIS BID**

- 6.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors (see Document 00 43 36 for form);
  - C. Copy of current business license;
  - D. Copy of current Utah contractor's license; and
  - E. E-Verify Form
- 6.02 The following documents shall be submitted upon request and made a condition of this Bid:
- A. List of Proposed Suppliers;
  - B. List of Project References; and
  - C. Required Bidder Qualification Statement with supporting data, upon request.
- Standard forms will be provided.

**ARTICLE 7 – DEFINED TERMS**

- 7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, and the Contract.

[CONTINUED ON NEXT PAGE]

**ARTICLE 8 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

By:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

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

Submittal Date: \_\_\_\_\_

Address for giving notices:

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

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

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_

Bidder's License No.: \_\_\_\_\_

*(where applicable)*

END OF BID FORM

**DOCUMENT 00 53 00**  
**CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT**

**TABLE OF CONTENTS**

|                                                                        |                        |
|------------------------------------------------------------------------|------------------------|
| <a href="#">ARTICLE 1 - THE WORK.....</a>                              | <a href="#">- 4 -</a>  |
| <a href="#">1.01 Work.....</a>                                         | <a href="#">- 4 -</a>  |
| <a href="#">ARTICLE 2 - CONTRACT DOCUMENTS .....</a>                   | <a href="#">- 4 -</a>  |
| <a href="#">2.01 Intent of Contract Documents .....</a>                | <a href="#">- 4 -</a>  |
| <a href="#">2.02 Contract Documents Defined .....</a>                  | <a href="#">- 5 -</a>  |
| <a href="#">ARTICLE 3 - ENGINEER.....</a>                              | <a href="#">- 5 -</a>  |
| <a href="#">3.01 Engineer .....</a>                                    | <a href="#">- 5 -</a>  |
| <a href="#">ARTICLE 4 - CONTRACT TIMES .....</a>                       | <a href="#">- 5 -</a>  |
| <a href="#">4.01 Contract Times .....</a>                              | <a href="#">- 5 -</a>  |
| <a href="#">4.02 Liquidated Damages.....</a>                           | <a href="#">- 5 -</a>  |
| <a href="#">4.03 Delays in Contractor's Progress .....</a>             | <a href="#">- 5 -</a>  |
| <a href="#">4.04 Progress Schedules .....</a>                          | <a href="#">- 6 -</a>  |
| <a href="#">ARTICLE 5 - CONTRACT PRICE .....</a>                       | <a href="#">- 6 -</a>  |
| <a href="#">5.01 Payment .....</a>                                     | <a href="#">- 6 -</a>  |
| <a href="#">ARTICLE 6 - BONDS AND INSURANCE .....</a>                  | <a href="#">- 6 -</a>  |
| <a href="#">6.01 Bonds .....</a>                                       | <a href="#">- 6 -</a>  |
| <a href="#">6.02 Insurance.....</a>                                    | <a href="#">- 7 -</a>  |
| <a href="#">ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES .....</a>        | <a href="#">- 9 -</a>  |
| <a href="#">7.01 Supervision and Superintendence .....</a>             | <a href="#">- 9 -</a>  |
| <a href="#">7.02 Other Work at the Site.....</a>                       | <a href="#">- 9 -</a>  |
| <a href="#">7.03 Services, Materials, and Equipment .....</a>          | <a href="#">- 9 -</a>  |
| <a href="#">7.04 Subcontractors and Suppliers .....</a>                | <a href="#">- 9 -</a>  |
| <a href="#">7.05 Quality Management .....</a>                          | <a href="#">- 9 -</a>  |
| <a href="#">7.06 Licenses, Fees and Permits .....</a>                  | <a href="#">- 10 -</a> |
| <a href="#">7.07 Laws and Regulations; Taxes.....</a>                  | <a href="#">- 10 -</a> |
| <a href="#">7.08 Record Documents.....</a>                             | <a href="#">- 10 -</a> |
| <a href="#">7.09 Safety and Protection .....</a>                       | <a href="#">- 10 -</a> |
| <a href="#">7.10 Shop Drawings, Samples, and Other Submittals.....</a> | <a href="#">- 11 -</a> |
| <a href="#">7.11 Warranties and Guarantees.....</a>                    | <a href="#">- 11 -</a> |

|                                                                  |                                       |        |
|------------------------------------------------------------------|---------------------------------------|--------|
| 7.12                                                             | Correction Period                     | - 12 - |
| 7.13                                                             | Indemnification                       | - 12 - |
| ARTICLE 8 - OWNER'S RESPONSIBILITIES                             |                                       | - 12 - |
| 8.01                                                             | Owner's Responsibilities              | - 12 - |
| ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION                |                                       | - 13 - |
| 9.01                                                             | Engineer's Status                     | - 13 - |
| ARTICLE 10 - CHANGES IN THE WORK                                 |                                       | - 13 - |
| 10.01                                                            | Authority to Change the Work          | - 13 - |
| 10.02                                                            | Change Orders                         | - 13 - |
| ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS         |                                       | - 14 - |
| 11.01                                                            | Differing Conditions Process          | - 14 - |
| ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION                       |                                       | - 14 - |
| 12.01                                                            | Claims Process                        | - 14 - |
| ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK |                                       | - 15 - |
| 13.01                                                            | Tests and Inspections                 | - 15 - |
| 13.02                                                            | Defective Work                        | - 15 - |
| ARTICLE 14 - PAYMENTS TO CONTRACTOR                              |                                       | - 16 - |
| 14.01                                                            | Progress Payments                     | - 16 - |
| 14.02                                                            | Applications for Payments:            | - 16 - |
| 14.03                                                            | Retainage                             | - 16 - |
| 14.04                                                            | Review of Applications                | - 16 - |
| 14.05                                                            | Contractor's Warranty of Title        | - 16 - |
| 14.06                                                            | Substantial Completion                | - 16 - |
| 14.07                                                            | Final Inspection                      | - 17 - |
| 14.08                                                            | Final Payment                         | - 17 - |
| 14.09                                                            | Waiver of Claims                      | - 17 - |
| ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION                  |                                       | - 18 - |
| 15.01                                                            | Owner May Suspend Work                | - 18 - |
| 15.02                                                            | Owner May Terminate for Cause         | - 18 - |
| 15.03                                                            | Owner May Terminate for Convenience   | - 18 - |
| 15.04                                                            | Contractor May Stop Work or Terminate | - 19 - |
| ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS                        |                                       | - 19 - |
| 16.01                                                            | Contractor Representations            | - 19 - |

[ARTICLE 17 - MISCELLANEOUS](#)..... - 20 -

[17.01 Cumulative Remedies](#) ..... - 20 -

[17.02 Limitation of Damages](#) ..... - 20 -

[17.03 No Waiver](#) ..... - 20 -

[17.04 Survival of Obligations](#) ..... - 20 -

[17.05 Contractor’s Certifications](#) ..... - 20 -

[17.06 Controlling Law](#) ..... - 20 -

*[continued on next page]*

This Contract is by and between Washington Terrace City (Owner) and  
Morgan Pavement (Contractor).

Owner and Contractor hereby agree as follows:

## ARTICLE 1 - THE WORK

### 1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  1. **Adams Avenue Waterline Break Roadway Repair Project]** which includes repairs to Adams Avenue, between 5900 South and toll booth.
  2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located between 5900 South and toll booth on Adams Avenue.

## ARTICLE 2 - CONTRACT DOCUMENTS

### 2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.
- E. The order of the Technical Specifications as listed in the Document 00 01 10, Table of Contents, shall be deemed the order of precedence of such documents.

## 2.02 Contract Documents Defined

### A. The Contract Documents consist of the following documents:

1. This Contract.
2. Performance bond.
3. Payment bond.
4. Specifications listed in the Table of Contents.
5. Drawings as listed on the Drawing Sheet Index.
6. Addenda.
7. Exhibits to this Contract (enumerated as follows):
  - a. Bid Form (as submitted by CONTRACTOR on BID OPENING DATE)
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
  - a. Work Change Directives.
  - b. Change Orders.
  - c. Field Orders.

## ARTICLE 3 - ENGINEER

### 3.01 Engineer

- A. The Engineer for this Project is Jones & Associates Consulting Engineers.

## ARTICLE 4 - CONTRACT TIMES

### 4.01 Contract Times

- A. The Work will be substantially completed within 30 days after the Effective Date of the Contract and completed and ready for final payment within 30 days after the Effective Date of the Contract.

### 4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, 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 Contract Time for substantial completion.

### 4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

#### 4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

### ARTICLE 5 - CONTRACT PRICE

#### 5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed.
  - 1. For all Work the prices stated in the Contractor's Bid, attached as an exhibit.

### ARTICLE 6 - BONDS AND INSURANCE

#### 6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

## 6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

|                                 |                     |
|---------------------------------|---------------------|
| State:                          | <u>Statutory</u>    |
| Employer's Liability:           | <u></u>             |
| Bodily Injury/Disease Aggregate | \$ <u>1,000,000</u> |

b. Commercial General Liability:

|                                                     |                     |
|-----------------------------------------------------|---------------------|
| Each Occurrence (Bodily Injury and Property Damage) | \$ <u>1,000,000</u> |
| Personal and Advertising Injury                     | \$ <u>1,000,000</u> |
| General Aggregate                                   | \$ <u>2,000,000</u> |
| Products - Completed Operations Aggregate           | \$ <u>1,000,000</u> |

c. Automobile Liability herein:

|                           |                     |
|---------------------------|---------------------|
| Bodily Injury:            |                     |
| Each Person               | \$ <u>500,000</u>   |
| Each Accident             | \$ <u>1,000,000</u> |
| Property Damage:          |                     |
| Each Accident             | \$ <u>1,000,000</u> |
| [or]                      |                     |
| Combined Single Limit of: | \$ <u>1,000,000</u> |

d. Excess or Umbrella Liability:

|                   |                     |
|-------------------|---------------------|
| Per Occurrence    | \$ <u>2,000,000</u> |
| General Aggregate | \$ <u>2,000,000</u> |

e. Not Used.

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out

- of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
  2. Blanket contractual liability coverage to the extent permitted by law;
  3. Broad form property damage coverage; and
  4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
  2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

**ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES****7.01 Supervision and Superintendence**

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

**7.02 Other Work at the Site**

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

**7.03 Services, Materials, and Equipment**

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

**7.04 Subcontractors and Suppliers**

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.
- B. Contractor shall not subcontract for more than 50% of the contract price without express, written approval from Owner.

**7.05 Quality Management**

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

**7.06 Licenses, Fees and Permits**

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

**7.07 Laws and Regulations; Taxes**

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

**7.08 Record Documents**

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

**7.09 Safety and Protection**

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract

Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

#### 7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

**7.12 Correction Period**

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

**7.13 Indemnification**

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

**ARTICLE 8 - OWNER'S RESPONSIBILITIES****8.01 Owner's Responsibilities**

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION****9.01 Engineer's Status**

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

**ARTICLE 10 - CHANGES IN THE WORK****10.01 Authority to Change the Work**

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

**10.02 Change Orders**

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## **ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

### **11.01 Differing Conditions Process**

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
  - 1. Review the subsurface or physical condition in question;
  - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
  - 3. Determine whether the condition falls within the differing site condition as stated herein;
  - 4. Obtain any pertinent cost or schedule information from Contractor;
  - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
  - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

## **ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION**

### **12.01 Claims Process**

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

#### **ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

##### **13.01 Tests and Inspections**

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

##### **13.02 Defective Work**

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

**ARTICLE 14 - PAYMENTS TO CONTRACTOR****14.01 Progress Payments**

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

**14.02 Applications for Payments:**

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

**14.03 Retainage**

- A. The Owner shall retain 5% (five percent) of each progress payment until the Work is substantially complete.

**14.04 Review of Applications**

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

**14.05 Contractor's Warranty of Title**

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

**14.06 Substantial Completion**

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when

Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

#### 14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
  - 1. All documentation called for in the Contract Documents;
  - 2. Consent of the surety to final payment;
  - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  - 4. A list of all disputes that Contractor believes are unsettled; and
  - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

#### 14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

**ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION****15.01 Owner May Suspend Work**

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

**15.02 Owner May Terminate for Cause**

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

**15.03 Owner May Terminate for Convenience**

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

**ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS**

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
  1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, 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.
  3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has considered the information known to Contractor itself; 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:
    - a. The cost, progress, and performance of the Work;
    - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
    - c. Contractor's safety precautions and programs.
  5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
  6. 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.
  7. 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.

8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 17 - MISCELLANEOUS

### 17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

### 17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

### 17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### 17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

### 17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

**SECTION 01 11 01**  
**MEASUREMENT AND PAYMENT**

---

**PART 1 GENERAL**

---

**1.1 SCOPE**

- A. Payment for the various items of the Bid Schedule, shall include all compensation to be received by Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of Owner and public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.
- B. Contractor shall provide a breakdown of all lump sum bid items into the individual line items relating to the lump sum task, as specified by Engineer, prior to Notice to Proceed.
- C. No additional payment will be made for rock excavation.

**1.2 SECTION INCLUDES**

- A. Measurement and payment criteria applicable to portions of the Work performed under a unit price payment method.
- B. Defect assessment and non-payment for rejected work.

**1.3 AUTHORITY**

- A. Engineer will take all measurements and compute quantities accordingly.
- B. Assist by providing necessary equipment, workers, and survey personnel as required.

**1.4 UNIT QUANTITIES SPECIFIED**

- A. Quantities and measurements indicated in the Contract Documents are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by Engineer shall determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, Contractor shall provide the required quantities at the unit sum/prices contained within the Bid Schedule.

**1.5 MEASUREMENT OF QUANTITIES**

- A. Measurement Devices by Weight:
  - 1. Weigh Scales: Inspected, tested and certified by the applicable State Weights and Measures department within the past year.
  - 2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
  - 3. Metering Devices: Inspected, tested and certified by the applicable State department within the past year.
- B. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- C. Measurement by Volume: Measured by cubic dimension using mean length, width and

height or thickness.

- D. Measurement by Area: Measured by square dimension using mean length and width or radius.
- E. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- F. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.
- G. Areas damaged or disturbed by Contractor as a result of Contractor's failure to confine work activities or protect existing improvements shall not be included in the measurement to be eligible for payment.
- H. Progress payments for lump sum items will be based on the percentage of Work complete.

#### 1.6 PAYMENT

- A. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit, and all applicable taxes.
- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by Engineer multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

#### 1.7 INCIDENTAL WORK

- A. No separate measurement or payment for incidental work.
- B. Incidental Work: Any work, materials or equipment that may be reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be supplied by Contractor at no additional cost to Owner whether or not specifically referenced.

#### 1.8 DESCRIPTION OF BID ITEMS

##### A. GENERAL

**REMOVE & DISPOSE OF EXISTING ASPHALT (BID ITEM 1).** Measurement and payment for this item shall be on a per square yard basis as measured in the field during construction to saw cut and remove the existing pavement to the limits indicated on the drawings. Payment shall be at the unit price bid amount and shall be full compensation for completing the work including all labor, materials, tools, equipment, excavation of existing pavement and concrete collars if present, haul and disposal of asphalt and excess materials, grading, dust control, and cleanup following construction. As an option the contractor may pulverize the asphalt. All costs to do so would be paid under this item by the square yard.

**SOFT SPOT REPAIR (BID ITEM 2).** Measurement and payment for this item shall be on a square foot basis as measured in the field following construction. Payment shall be full compensation to complete the work associated with excavating unsuitable subgrade material and installing new imported granular fill. The work includes but is not limited to the following: excavation of unsuitable subgrade material, hauling and disposal of unsuitable material, furnishing and installing granular fill, grading to subgrade elevation, compaction, labor, equipment, traffic control, and cleanup following construction.

**PRE-LOWER EXISTING MANHOLES (BID ITEM 3).** Measurement and payment for these items shall be on a per each basis. Payment for this item shall include all labor, materials, equipment, excavation, removal and proper disposal of existing concrete or asphalt pavement around the item, lowering the existing item to allow for asphalt pulverization to the depths shown in the Bid Schedule, covering of item so as to keep material out of the manhole or valve boxes during construction, placement of material over the item once it is lowered, marking of item, locating of pre-lowered item following construction, and cleanup following construction.

**FURNISH AND INSTALL UTBC (BID ITEM 4).** Measurement and payment for this item shall be on a per ton basis as measured in the field following construction. Verification of tonnage shall be documented by delivery tickets supplied by the Contractor to the City inspection representative. All tickets shall indicate the Owner's name, date, type material, truck number, project location, project number, gross weight and net weight of each material. Delivery tickets are to be turned in daily to the inspection representative or the Owner's office. Payment shall be full compensation to complete the bid item including all labor, materials, equipment, excavation, mobilization, haul, furnishing and installing the type material, compaction, grading, removal and disposal of the unsuitable materials, and cleanup following construction.

**FURNISH AND INSTALL HMA (5" THICK OR MATCH EXIST) (BID ITEM 5).** Measurement and payment for this item shall be on a per ton basis to furnish and install asphalt pavement to the thicknesses specified in the Bid Schedule and shown in the Drawings. Verification of the tonnage shall be documented by delivery tickets supplied by the Contractor to the City inspection representative. All tickets shall indicate the Owner's name, date, type of material, truck number, project location, project number, gross weight and net weight of each material. Delivery tickets shall be turned in daily to the City inspection representative or the City office. Payment shall be at the unit price bid amount and shall be full compensation for completing the work including mobilization, labor, equipment, materials, complete and total cleaning of all adjacent streets prior to placement of the materials, required tack along the edge of the existing asphalt being matched to (edge to be a clean, straight saw cut line – paid for under the saw cutting item), preparation of base material prior to placement of pavement, fine grading, grade control, forming crowns, providing a smooth transition through intersections, furnishing and installing the required thickness of bituminous pavement, rolling and compacting the pavement materials and all other items necessary to furnishing and installing the asphalt pavement complete.

**RAISE MANHOLE LID OR VALVE BOX TO GRADE & CONSTRUCT CONCRETE COLLAR (BID ITEMS 6 AND 7).** Measurement and payment for this item shall be on a per each basis as counted in the field following construction. Payment shall be full compensation to complete the work associated with raising manhole lids and valve boxes to grade

following the asphalt paving. The work includes but is not limited to the following: excavation, raising valve boxes to grade or restoring and raising manhole rings and covers to grade, grade rings where necessary, cleaning out any excess material falling into manhole or valve boxes, backfill, compaction, saw-cutting edge of asphalt for concrete collar, concrete, constructing concrete collar, traffic control until concrete has had suitable time to cure, and cleanup following construction.

**FURNISH AND APPLY PERMANENT TRAFFIC STRIPING (BID ITEM 8).** Measurement and payment for these items shall be on a per lump sum basis as measured in the field following construction. Payment shall be full compensation to complete the work associated with applying permanent traffic striping. The work includes but is not limited to the following: furnishing and applying paint, installing control points for markings to locate them at the locations specified in the Drawings, and any other labor, materials, and equipment necessary to complete the item. All work shall conform to current MUTCD Standards and Specifications.

END OF SECTION



City of Washington Terrace  
Redevelopment Agency Meeting  
Tuesday, October 4, 2022  
following the Regular City Council Meeting  
City Hall Council Chambers  
5249 South 400 East, Washington Terrace City

1. **ROLL CALL**

2. **INTRODUCTION OF GUESTS**

3. **CONSENT ITEMS**

*Any point of order or issue regarding items on the Agenda or the order of the agenda need to be addressed here prior to the approval of the agenda.*

3.1 **APPROVAL OF AGENDA**

3.2 **APPROVAL OF MEETING MINUTES FROM SEPTEMBER 20, 2022**

4. **NEW BUSINESS**

4.1 **PRESENTATION: OVERVIEW OF THE REDEVELOPMENT AGENCY AND  
COMMUNITY REINVESTMENT PROJECT AREA**

4.2 **PRESENTATION: UPDATE ON THE GOLDENWEST CREDIT UNION CRDA  
PROJECT**

5. **COMMENTS CONSIDERED**

6. **ADJOURNMENT OF MEETING: CHAIR ALLEN**

CERTIFICATE OF POSTING

I, Amy Rodriguez, The undersigned duly appointed City Recorder of the City of Washington Terrace do hereby certify that the above agenda was posted in three public places within the City limits and sent to the *Standard Examiner* at least 24 hours prior to the meeting.

For Packet Information, please visit our website at [www.washingtonterracecity.org](http://www.washingtonterracecity.org)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

# City of Washington Terrace

---

## Minutes of a Redevelopment Meeting

Held on September 20, 2022

Following the Regular City Council Meeting

City Hall, 5249 South 400 East, Washington Terrace City,  
Weber County, Utah

### **BOARD MEMBERS AND STAFF MEMBERS PRESENT**

Chair Mark C. Allen

Vice Chair Jeff West

Board Member F. Carey Seal

Board Member Jill Christiansen

Board Member Scott Barker

Board Member Randy Ferlin

City Finance Director Shari' Garrett

City Recorder Amy Rodriguez

### **Others Present**

Mike Lawrence, Charles and Reba Allen, Steve Nielson, Sharae Nielson

### **1. ROLL CALL**

### **2. INTRODUCTION OF GUESTS**

### **3. CONSENT ITEMS**

#### **3.1 APPROVAL OF AGENDA**

#### **3.2 APPROVAL OF MEETING MINUTES FROM JULY 19, 2022**

Items 3.1 and 3.2 were approved by general consent.

### **4. SPECIAL ORDER**

#### **4.1 PUBLIC HEARING: TO HEAR COMMENT IN FAVOR AND OPPOSITION TO AMENDING THE FISCAL YEAR 2022-2023 BUDGET**

Garrett stated that the adjustment is pulling the commitment forward for the Golden West Credit Union development agreement for 1.2 million for our obligation to the project.

She stated that terms of the agreement have not been fulfilled and we have not paid out on the agreement. The agreement will not be paid until the completion of the building.

#### **Chair Allen opened the public hearing at 7:09 p.m.**

Steve Neilson asked about the 1.2 million dollar funding and asked on the return on the investment.

Mike Lawrence asked if the money is in an interest bearing fund so that we can use the interest for other purposes.

**Chair Allen closed the public hearing at 7:12 p.m.**

Mayor Allen stated that the 1.2 million is essentially a loan to jump start the project and move the road. The money is from the Redevelopment Agency, not the general fund. They are separate entities within the City.

Garrett agreed that the money is like a loan to be paid back over time through tax increments. She stated that Zions Bank did a feasibility study as to how it will be repaid and suggested that anyone interested should contact Tom Hanson to review the information.

Garrett stated that all funds in the City are in interest bearing accounts. She stated that the investment earnings from the RDA account stays within the RDA to support RDA activities. Garrett explained that the money from RDA is part of property tax. She stated that there are project areas within the city. There are entities that tax that property, such as Weber County School District. She stated that different taxing entities are investors in the project areas. She stated that the investors will forgive half of the the property taxes that they normally would collect and they will give the RDA the other half to use as an investment to raise the value in the area in the long term the taxing entities will be able to collect more taxes on the property because of the increasing value of the property.

Council Member Barker explained that the city will get the money back plus the increased value, noting that the RDA is to help improve areas and bring business in.

## **5. NEW BUSINESS**

### **5.1 MOTION/RESOLUTION 22-18: A RESOLUTION AMENDING THE 2022-2023 FISCAL YEAR BUDGET**

Council Member Ferlin stated that he is an employee of Golden West Credit Union, but is not part of the negotiations and does not benefit from the building of the buildings. He stated that he is comfortable voting, but will recuse himself if Council would like him to do so. Council did not have an issue with him voting.

**Motion by Board Member Christiansen  
Seconded by Board Member Barker  
To approve Resolution 22-18  
To amend the 2022-2023 Fiscal Year Budget  
Approved unanimously (5-0)  
Roll Call Vote**

## **6. ADJOURNMENT OF MEETING: CHAIR ALLEN**

**Motion by Board Member West  
Seconded by Board Member Seal  
To adjourn the meeting  
Approved unanimously (5-0)  
Time: 7:22 p.m.**

---

**Date Approved**

---

**City Recorder**