

CONTRACT DOCUMENTS

5050 South Overlay Project from Golden Spike Park to 1150 West Street

Riverdale City, Utah

April 2024



5141 South 1500 West
Riverdale City, Utah 84405
801-866-0550

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from Golden Spike Park to 1150 West Street**

Riverdale City, Utah

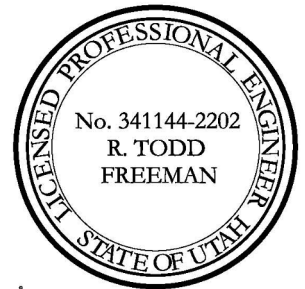
April 2024

Prepared By

CEC, Civil Engineering Consultants, PLLC



CIVIL ENGINEERING CONSULTANTS, PLLC.



5141 South 1500 West
Riverdale City, Utah 84405
801-866-0550

DOCUMENT 00003

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DOCUMENT 00100

ADVERTISEMENT FOR BIDS

PROJECT NAME: 5050 South Overlay Project from Golden Spike Park to 1150 West Street.

PROJECT LOCATION: 5050 South Street from Golden Spike Park to 1150 West in Riverdale City.

OWNER: Riverdale City
4600 South Weber River Drive
Riverdale City, Utah 84405-3764

OWNERS CONTACT: Shawn Douglas Public Works Director, 801-394-5541.

ENGINEER: CEC, Civil Engineering Consultants, PLLC., 5141 South 1500 West, Riverdale City, Utah 84405, Telephone Number: 801-866-0550, Fax Number: 801-866-0551.

BID SUBMITTAL: Sealed bids will be received at the office of the City Recorder, of Riverdale City, until 2:00 PM., on May 14th, 2024; and then at said office publicly opened and read aloud.

DESCRIPTION OF BID WORK: The work includes furnishing all labor, tools, materials, equipment, transportation, and services required for construction of the above projects; consisting of the following items of work: mobilization; removal of curb & gutter; removal of concrete sidewalk, flat work and driveway approaches removal of asphalt and roadbase; installation of concrete curb and gutter; sidewalk and driveway approaches and handicap ramps; roadway surface milling; installation of asphalt overlay surfacing complete with fabric; and miscellaneous landscaping; and all appurtenant work in accordance with the Drawings and Specifications prepared by the Engineer, CEC, Civil Engineering Consultants, PLLC.

ESTIMATE: The Engineer's Estimate of Cost for the total project is \$202,500.

CONTRACT DOCUMENTS: Contract documents may be examined at the office of the Engineer at 5141 South 1500 West, Riverdale, Utah, 84405.

COPIES OF THE CONTRACT DOCUMENTS: Copies of Contract Documents may be obtained from the offices of the Engineer for a non-refundable payment of \$45.00 each. Electronic copies of the Contract Documents may also be obtained from the office of the Engineer.

PROJECT ADMINISTRATION: Questions in regards to the proposed project shall be directed to the Engineer, noted above. No drawing, specifications, product substitution and/or interpretations will be made unless noted with "Addendum".

PRE-BID MEETING: A pre-bid meeting for this project will **NOT BE HELD**. The contractor is encouraged to visit the site.

BID SECURITY: All bids must be accompanied by a Bid Bond, Certified Check or Cashier's Check in the amount of 5% of the maximum bid price, drawn payable to the order of Owner noted herein.

BID GUARANTEE: All Bids submitted shall be in conformance with the Instructions to Bidders and shall be guaranteed by the Bidder for a period of sixty (60) days from the date of Bid Opening.

OWNER'S RIGHTS RESERVED: The Owner hereby reserves the right to reject any or all bids presented, to waive any informality in a bid, and to make award or refuse in the interest of the Owner.

PROJECT CONTRACT TIME: All proposed work contained in the contract documents shall be completed by 15th October 2024.

LIQUIDATED DAMAGES: Liquidated damages or project delay charges will be issued for work not completed on time per the contract documents.

ADVERTISEMENT PUBLISHED DATE(S):

Posted: Starting the Thursday, April 25, 2024, with the advertisement posted notices running continuously until the bid opening.

Notice Locations: Riverdale City Web Site
Riverdale City Recreation Center
Riverdale City Senior Citizens Center
Riverdale City Civic Center

Electronic Advertisement - bids.SciQuest.com
Purchasing.utah.gov

By: Michelle Marigoni
City Recorder

END OF DOCUMENT

DOCUMENT 00110

GENERAL REQUIREMENTS - SUMMARY

DOCUMENT INCLUDES

- A. Contract Description.
- B. Special Considerations.
- C. Contractor's Use of The Premises.
- D. Reference Standards.
- E. Product Standardization and Installation.
- F. Cleaning During Construction.

A. CONTRACT DESCRIPTION

1. Work of the Project consists of the following as shown on the drawings and contained in the specifications.
 - a. The work includes furnishing all labor, tools, materials, equipment, transportation, and services required for construction of the above projects; consisting of the following items of work: mobilization; removal of curb & gutter; removal of concrete sidewalk, flat work and driveway approaches, removal of asphalt and roadbase; installation of concrete curb and gutter; sidewalk and driveway approaches and handicap ramps; roadway surface milling; installation of asphalt overlay surfacing complete with fabric; and miscellaneous landscaping; and all appurtenant work in accordance with the Drawings and Specifications prepared by the Engineer, CEC, Civil Engineering Consultants, PLLC.
 - b. Provide and maintain erosion control BMP's including final stabilization.
2. Perform work of the contract per the "General Conditions" and "Supplementary Conditions".

B. SPECIAL CONSIDERATIONS

1. Staging: Limited space is available at the project site for construction staging. If additional staging area is required, space is available at the City Public Works Facility located at 4600 South Weber River Drive in Riverdale City.
2. Water is available from the City at no cost to the Contractor from nearby fire hydrants. The Contractor shall provide an approved backflow prevention device and gate valve for the fire hydrant connection.

3. Prior to beginning construction activities and prior to the issuance of the “Notice to Proceed”, the Contractor must furnish a full-coverage video or photographic documentation of the entire project site. The video or photos must include coverage of all areas of the site and adjacent neighboring features that may potentially be impacted by the impending construction work. The video must be in an approved video format for the Engineer and the City to view i.e. (.mp4, .mov, wmv – windows media video) or other as approved.
4. The Contractor shall not close any roadways or create any roadway detour without the permission of Riverdale City Public Works Department.
5. The Contractor shall provide to Riverdale City:
 - a. Field supervision, inspection, and reporting practices for all work.
 - b. Quality control inspection over subcontractors, suppliers and other services engaged in the project.
 - c. Shop drawings, coordination and checking procedures, including submittals from product manufacturers and subcontractors for approval.
 - d. Methods for protecting finished work prior to the Contract completion.
 - e. Monitoring and documentation of cold weather temperature; freezing temperatures – affecting concrete placement and other work items during the course of the project.
 - f. Monitoring and documenting of the Storm Water Pollution and Prevention Plans (SWPPP), for the site and surrounding properties per the requirements of the State of Utah.

C. CONTRACTOR’S USE OF THE PREMISES

1. The Contractor will be required to work on the site during regular working hours, which are defined as 7:00 AM. to 7:00 PM., local time, except Saturdays, Sundays, and legal holidays. No work shall be done before 7:00 AM. or after 7:00 PM. except as necessary for the proper care and protection of work already performed, or during emergencies. Exceptions will be considered by the Engineer and City Public Works Department and may be granted under certain conditions and project site locations.
2. The Contractor shall make every effort to minimize noise caused by operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise.

3. The Contractor shall restrict operations as nearly as possible to the immediate site, property under the ownership of Riverdale City. Unnecessary removal of concrete improvements, asphalt surfacing, cutting of vegetation or removal of property adjacent to the site, which is not under the ownership of Riverdale City, is prohibited. Every effort shall be made to minimize erosion during and after construction and the site shall be returned to its original condition, except where improvements are indicated or required.
4. The Contractor shall conform to all requirements of the Occupational Safety and Health Administration Regulations for trenching, shoring and excavation, confined spaces, and all other activities where such regulations apply. The Contractor and all subcontractors shall conduct all activities in conformance with federal and state laws and regulations relating to occupational health and safety. Authorized inspectors from Occupational Health and Safety Administration or the State of Utah agencies shall have unobstructed access to the project site and shall not be impeded in any way from performance of their duties.

D. REFERENCE STANDARDS

1. As noted in Document 00700 – General Conditions, the Contractor shall conform to all requirements set forth in the latest edition of the Riverdale City Public Works Development Standards, Technical Specification, and Drawings, the Manual of Standard Specification – APWA, the Manual of Standard Plans – APWA.
2. Where reference is to an industry standard, all labor, products and / or equipment must conform to the current standards.

E. PRODUCT STANDARDIZATION AND INSTALLATION

1. Like items of products furnished and installed throughout the project shall be end products of one manufacturer to achieve standardization for appearance, operation and maintenance, spare parts and replacement, and manufactures service's.
2. Installation of materials and equipment: shall be in conformance with the manufacture's written instruction.

F. CLEANING DURING CONSTRUCTION

1. During execution of work, the Contractor shall maintain a clean site and properly dispose of waste materials, debris, and rubbish to assure that buildings, grounds, roads, and public properties are maintained free from accumulations of waste materials - daily.

2. The Contractor shall provide appropriate containment of dust, debris, storm water run-off and painting over spray.
3. The Contractor shall provide approved containers for collection and disposal of waste materials, debris and rubbish. At least at weekly intervals, dispose of such waste materials, debris, and rubbish offsite.
4. The Contractor shall remove grease, dust, stains, labels, fingerprints, and other foreign materials from the exposed and partially exposed surfaces and equipment.
5. The Contractor shall handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
6. The Contractor shall schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
7. The Contractor shall use only cleaning materials recommended by manufacturer of surfaces to be cleaned. Use cleaning material only on surfaces recommended by cleaning.
8. Wet down exterior surfaces prior to sweeping to prevent blowing of dust and debris. Daily, brush sweep the entry drive and roadways, and all other streets and walkways affected by Work and where adjacent to Work.
9. Remove snow and ice from access roads and construction areas as necessary to maintain access by City and Engineer and to maintain progress of work.

END OF DOCUMENT

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

DOCUMENT INCLUDES

- A. Bid Documents
- B. Project Familiarity.
- C. Project Studies, Test Hole Results and Reports.
- D. Bidder Responsibility.
- E. Bid Security – Bid Bond.
- F. Form of the Bid Proposal.
- G. Delivery of the Bid Proposal.
- H. Withdrawal of the Bid Proposal.
- I. Bid Opening.
- J. Bid Proposal Evaluation.
- K. Award of the Project Contract.
- L. Contractual Agreement.
- M. Contract Security.
- N. Certification of Insurance.
- O. Execution of the Contract by the Owner.
- P. Pre-Construction Conference.
- Q. Notice to Proceed.

A. BID DOCUMENTS: A complete set of official bid documents may be obtained as noted in the Advertisement for Bid. The original bid documents are required to be used in preparing a bid; the project owner and the engineer will not assume any responsibility for errors or misinterpretations resulting from the use of unofficial and/or incomplete bid documents.

B. PROJECT FAMILIARITY: Prior to submitting a project bid, each bidder should make a complete examination of contract documents and complete a site visit. Items of additional concern may include but are not limited to:

1. Examination of the specifications, drawings, and other contract documents,
2. Site visit to become familiar with proposed project conditions that may affect costs, progress, performance, or furnishing of the proposed work,
3. Give written notice to the engineer of all conflicts, errors, or discrepancies in the contract documents,
4. Give consideration to federal, state and local laws, rules and regulations that may

affect the costs, progress time table, performance, or completion of the work,

Should the bidder fail to do any of the suggested foregoing standard research procedures; that omission shall not relieve the bidder from any bid requirements in respect to his submitted bid.

The bidder, if in doubt as to the meaning of any part of the contract documents, or should they find any discrepancies therein, must submit to the engineer a written request for interpretation. The submittal for clarification must be submitted no later than six (6) days prior to the bid date or the date scheduled for opening of the bids.

Interpretation and/or correction of the proposed contract documents shall be made only by official project addendum. Project addendums shall be made available for all prospective bidders and must be acknowledged with bid submittal.

The engineer and owner will not be responsible for any other explanations or interpretations of the proposed contract documents.

C. PROJECT STUDIES, TEST HOLE RESULTS AND REPORTS: All studies, test hole results and reports that may be available or provided to the bidder, by the owner or the engineer shall not be considered a part of the contract documents.

1. The prospective bidder shall develop his own estimates, interpretation, inspections, and/or opinions concerning information contained in any related documents.
2. All additional site examinations, investigations, field explorations and tests shall be performed at the bidder's full responsibility and expense. All testing holes, debris and required clean-up, with full site restoration to its prior conditions, shall be the full responsibility of the bidder.

D. BIDDER RESPONSIBILITY: The bidder is fully responsible to examine and understand all conditions of the contract documents and elements associated with performing the work and the condition at the site.

1. The bidder shall review the accuracy of the estimated quantities shown in the bid schedule.
2. The bidder shall review the accuracy of the site information.
3. A bid submittal will constitute an express representation by the bidder that the bidder understands the proposed work requirements and has complied with every requirement of the contract documents.
4. Upon submittal of the bid, the bidder shall not claim that there was a misunderstanding concerning the scope of work or the quantities of work items.

5. The bid is submitted upon the premise of performing and furnishing all the work required by the contract document.
6. Bidders must hold an appropriate, valid Contractor's License and be properly qualified to do business in the State of Utah.

E. BID SECURITY – BID BOND: All proposed bids must be accompanied by a bid security – bid bond, which must be made payable to the project owner.

1. The bid security – bid bond must be in an amount of five (5) percent of the bidder's maximum bid price.
2. A surety company acceptable to the owner and/or engineer must issue the submitted bid bond.
3. The bid security may be a certified check or a cashier's check made payable to the project owner.
4. The project owner shall retain the bid security – bid bonds of all bidders that submit bids, until a successful bidder has been selected and has executed a contractual agreement with the project owner. Following an executed contractual agreement with the successful bidder all retained bid security documents – bid bonds, shall be returned to all bidders' who submitted bids.
5. If the selected successful bidder fails to execute the contractual agreement, performance bonds, material and payment bonds and produce evidence of insurance within ten (10) days after notice of award, the owner may annul the notice of award and the bid security of the selected bidder will be forfeited.
6. The owner may retain the bid security – bid bonds of all bidders an additional three (3) days after the contractual date of the executed agreement.
7. Bid security – bid bonds submitted by bidders which the owner or engineer determine are not competitive may be returned within ten (10) days after the date of the bid opening.

F. FORM OF THE BID PROPOSAL: All bids shall be made on the original bidding forms and or schedules bound herein.

1. The bid proposal must be prepared and submitted in *ink or typewritten*.
2. The bid proposal must contain:
 - a. No additions, deletions, or alterations to the bid form or bid document.

- b. No unauthorized conditions, limitations, qualifications or provisions may be included or attached to the bid schedule.
 - c. No telegraphic bid proposals or telegraphic modifications of a bid proposal will be considered.
 - d. Violation of the above conditions may render the bid proposal unresponsive and may cause its rejection.
3. All bid proposals submitted by corporations must be executed in the corporate name of the company by the president or vice-president or other authorized corporate officer.
 - a. Bid proposals must include evidence of authority to sign, and the corporate seal affixed thereto.
4. All bid proposals submitted by partnerships shall be executed in the partnership's name and signed by a partner having authority on behalf of the partnership.
5. All bid proposals submitted must be signed by the bidder or the bidder's authorized representative.
6. All bid proposals submitted must have all names typed or printed below the signature and must be completed in ink.
7. All bid proposals submitted must contain an acknowledgment of receipt of all addenda (the number of addenda must be noted on the bidding documents).
8. All bid proposals submitted must include the address, email address, office telephone number and cellular telephone numbers of the bidder. This information must be shown for communications regarding the bid proposal.

G. DELIVERY OF THE BID PROPOSAL: Bid proposals shall be submitted at the time and place indicated in the Advertisement for Bids contained in the contract documents.

1. The bid proposal documents shall be enclosed in a sealed envelope addressed to project owner.
2. The bid proposal envelope shall be marked on the outside with the project name and the project identification number along with the name, address, and license number of the bidder.
3. The bid security – bid bond and other required documents shall be enclosed in the sealed bid proposal envelope.
4. If the bid proposal is forwarded to the owner by mail, the sealed envelope containing

the bid documents must be enclosed in a separate envelope addressed to the project owner.

5. Any bid proposal received after the scheduled closing date and time will not be accepted or considered and will be returned to the bidder unopened.

H. WITHDRAWAL OF BID PROPOSAL: Any bid proposal may be modified or withdrawn by the bidder with a formal written request. The withdrawal or modification request must be signed by the bidder or his duly authorized representative. Such written requests must be delivered to the owners' location stipulated in the advertisement for bids, prior to the bid opening.

1. Should a prospective bidder wish to withdrawal his bid after the appointed bid opening the following conditions must be demonstrated.
 - a. Withdrawal of a bid must be within 24 hours of the bid opening.
 - b. The withdrawal of a bid must be properly signed and a written statement as to the reasons for the bid withdrawal.
 - c. Reasons for bid withdrawal may be as follows:
 - (1) Material mistake with bid schedule items,
 - (2) Legal conditions,
 - (3) Bonding conditions,
 - (4) Other.
2. Withdrawal of a bid within 24 hours will also require that the bid security – bid bond be returned to the bidder. Thereafter, that bidder will be disqualified from further bidding on the proposed project work.
3. Only as provided above, the bidder may withdraw a bid proposal. No bid proposals may be withdrawn after the 24 hour withdrawal period which is immediately after the date and time of the bid opening. Should there be reasons why the project cannot be awarded within the specified period; the time may be extended by mutual agreement between the owner, the engineer, and the bidder.

I. BID OPENING: All bid proposals will be opened at the appointed date and time as indicated in the Advertisement for bids, unless obviously non-responsive. All bid proposals will be opened and read aloud publicly. All bid proposals shall be subject to acceptance by the owner for a period of sixty (60) days after the day and time specified for the opening of bid proposal.

J. BID PROPOSAL EVALUATION: An individual review of each bid proposal will be

completed immediately following the bid opening. The total amount of each bid proposal shall be based on the correct extension and addition of bid schedule items. Discrepancies with the multiplication of quantities of work and their respective unit price will be resolved in favor of the unit prices quoted.

K. AWARD OF THE PROJECT CONTRACT: The project owner reserves the right to reject any and all bids, to waive any and all informalities not involving bid price, time, or changes in the required work, and to negotiate contract terms with the successful bidder.

1. The project owner further reserves the right to disregard any and all nonconforming, non-responsive, unbalanced, or conditional bid proposals.
2. The owner further reserves the right to reject the bid of any bidder, should the owner believe it would not be in the best interest of the owner to make an award to the proposed bidder, whether because that bid is non-responsive, or the bidder is unqualified or of doubtful financial ability, or fails to meet any other pertinent standards or criteria established by the project owner.
3. The project owner may consider the qualifications and experience and qualifications of the bidder, the sub-contractors, suppliers and other organizations or persons proposed for portions of the required work.
 - a. The apparent low bidder, if required, shall supply the names and addresses of suppliers, subcontractors and other persons performing portions of the required work.
 - b. The project owner may also consider the potential project costs, the bidders projected operating costs, project maintenance requirements, and guarantees of major items of the materials and equipment proposed for incorporation into the project.
 - c. The project owner shall have the right to require the bidder prepare and submit within 10 days additional evidence, such as financial statements, previous work experience, present work load commitments, and other similar information.
4. The project owner may investigate the abilities and standings of the bidder as deemed necessary in the evaluation of any proposed bid.
5. The proposed project, if awarded, may be awarded to the most responsible bidder. The submitted bid may or may not be awarded to the financially lowest price bidder. The project award will be considered, granted or rejected in the best interest of the project owner.
6. If the proposed project is to be awarded, the project owner will give the successful bidder a "Notice of Award" within 14 days from the date of the bid opening, unless a longer waiting period before project award is expressly provided in the Advertisement for Bids or with written addendum.

L. CONTRACTUAL AGREEMENT: A contractual agreement between the project owner and the successful bidder will be required.

1. The successful bidder shall, within 10 calendar days from issuance of the Notice of Award from the owner, sign and execute the contractual agreement, and
2. The successful bidder shall secure and furnish to the project owner all Certificates of Insurance and all bonds, as required by the Contract Documents. All bonds and Certificates of Insurance shall be submitted to the engineer and approved by the owner prior to entering into the contractual agreement, and
3. Failure or refusal of the bidder to enter into and deliver the contractual agreement as required in the contract documents or to comply with any of the requirements connected thereto shall be just cause for annulment of the award and the forfeiture of the bid security. If the bidder fails or refuses to execute the contractual agreement, the project owner may award the project to the next lowest and/or responsible bidder.

M. CONTRACT SECURITY: A performance bond and a labor and materials payment bond shall be required of the successful bidder and must be delivered to the engineer and approved by the project owner. The performance bond and the labor and materials payment bond shall be a minimum of a 100 percent of the proposed "Bid Proposal" amount.

1. All Attorneys-in-fact who sign bid bonds, labor and material payment bonds or performance bonds must submit with each bond, a certified and effective dated copy of their Power-of-Attorney.

N. CERTIFICATION OF INSURANCE: Certification of insurance as required in the contract documents must be submitted by the successful bidder, to the engineer and approved by the project owner.

O. EXECUTION OF THE CONTRACT BY THE OWNER: Upon completion and acceptance by the project owner of all required contract documents, i.e., contract requirements, bonds, notices and certificates of insurance, the owner shall authorize the designated representative to execute the contractual agreement documents with the successful bidder.

1. All contractual documentation required in the contract documents will be prepared in triplicate. Distribution of the three original document copies shall be as follows:
 - a. The project owner
 - b. The successful bidder
 - c. The project engineer

P. PRE-CONSTRUCTION CONFERENCE: A Pre-Construction Conference will be required and held prior to the issuance of the Notice to Proceed. Those required to attend the Pre-Construction Conference are:

1. The successful bidder, his representatives, sub-contractors, material suppliers and others as deemed necessary.
2. The engineer, his representatives, surveyors, soil testing inspectors and others as deemed necessary.
3. The owner, his representatives and others as deemed necessary.

The pre-construction conference agenda will be prepared by the engineer and the conference conducted by the engineer, unless otherwise directed by the project owner.

Q. NOTICE TO PROCEED: A Notice to Proceed shall be issued upon the execution of the contractual agreement by the project owner and following the pre-construction conference meeting.

END OF DOCUMENT

DOCUMENT 00220

MODIFICATIONS TO INSTRUCTIONS TO BIDDERS

DOCUMENT INCLUDES

- A. Scope of the Project.
- B. Project Timetable.
- C. Storm Water Pollution Prevention Plan (SWPPP).
- D. Contract Time, Liquidated Damages.
- E. Contract Price Adjustment.
- F. Alternate Bid Items.
- G. Additional Requirements of the Owner.
- H. Bidder Experience Certification - Affidavit.
- I. Bidder Questions Regarding Drawings, Specifications and Other Contract Documents.
- J. Addenda.
- K. Equal Opportunity Employer.

- A. SCOPE OF THE PROJECT:** The scope of the project has been defined in general terms and conditions in the Advertisement for Bids. A short synopsis of the proposed work, labor required, and materials proposed has been briefly indicated in the Advertisement for Bids and contained in document 00110 “General Requirements – Summary”.

The proposed bidder must fully investigate the contract documents, drawings and make investigation at the site in order to fully understand the proposed project.

- B. PROJECT TIMETABLE:** All proposed construction work, asphalt patching and clean-up shall be completed by the 15th of October 2024.

- C. STORM WATER POLLUTION PLAN (SWPPP):** The contractor or his designated representative shall prepare the SWPPP (plan) for the site. The SWPPP (plan) shall comply with the clean storm water discharge standards as mandated by the “Utah Pollutant Discharge Elimination System” (UPDES).

The SWPPP (plan) drawings and the maintenance keeping documents (record) must be submitted and approved by Riverdale City Public Works Department prior to any work taking place on-site.

The Contractor shall also file a “Notice of Intent” (NOI) with the “State of Utah” on any construction site greater than one-acre prior to any work taking place on-site. On project sites greater than one-acre all other State of Utah requirements must be complied with.

The SWPPP (plan) shall cover all the methods proposed to manage “Erosion, Sediment Control Waste and Other” on the site.

1. Erosion, Sediment, Waste and Other Control Items, may include the following:
 - a. Storm water flowing onto and through the project site
 - b. Stabilize soils
 - c. Protect slopes
 - d. Perimeter control and sediment barriers
 - e. Construction entrance/exit
 - f. Off-site control & clean-up of tracking
 - g. Material handling and waste management
 - h. Material storage in staging areas
 - i. Equipment fueling and spill prevention
 - j. Dust control
2. Maintenance records shall be kept on the site and kept current by the Contractor. The records shall be available for inspection by the City SWPPP Manager 24-hours a day.
3. Inspection, Maintenance and Correction plans.
4. Final Stabilization and Project Close-out.

D. CONTRACT TIME, LIQUIDATED DAMAGES: The bidder is herewith instructed that the Owner considers that time is of the essence for the completion of the proposed project.

The bidder is further instructed that the Owner will suffer a financial loss if the proposed work is not completed within the time stated in the contract documents and as noticed in the Advertisement for Bids.

The following requirements and contractual conditions will apply to the proposed project:

1. Work delays and expenses acquired by the Owner due to work delays are difficult and time consuming to document. It is a very involved process in proving, in a legal setting or in an arbitration proceeding, those many delay costs and the actual loss suffered by the Owner, when the work is not completed on time.

Instead of performing such a tedious documentation process to prove the actual loss the Owner has sustained, the Owner will require the successful bidder to pay liquidated damages for work delays. The liquidated damages are not assessed as a penalty but as a work delay charge.
2. Thus, should the contractual bidder fail to complete the required work prior to the time of completion, the Owner will have the right to assess and withhold a work delay charge for each day that expires after the time of completion, as noted in the contract documents.

Upon substantial completion of the project work, the Owner may withdraw the delay charges if the contractual bidder expedites the remaining required work. Should the required work be neglected, refused, or fail to be completed the Owner will have the right to again assess and withhold a work delay charge for each day that expires after the time of completion.

3. The proposed work shall be considered complete as stated in the contract documents.
4. The **liquidated damages (delay charges) shall be assessed at \$650.00 per day** for each day that expires after the contractual time of completion, as noted in the contract documents.

E. CONTRACT PRICE ADJUSTMENTS: The project has been bid based upon the availability of the Owners funds. The scope of the project may be increased or decreased at the discretion of the Owner after the project is awarded. During the progress of the work, the scope of the project may be further adjusted at the option of the Owner. The contractual bidder shall be allowed no additional claims other than those stated in the contract documents.

F ALTERNATE BID ITEMS: Alternate bid items may be listed in the bid schedule documents. Where alternates are listed in the bid schedule documents, alternate bid items are required. The Bidder is requested to bid each alternate item listed.

1. The review and selection of the alternates will be made in the best interest to the Owner. In evaluation of alternates, the total cost (consideration may be given to bid price), related construction costs, useful life, maintenance costs, availability of service, operation costs, other short term and long term conditions and costs as may be considered by the Owner.

G. ADDITIONAL REQUIREMENTS OF THE OWNER: The Contractor will be required to conform to all requirements of the Owner of the proposed work; including but not limited to: daily sweeping and debris clean-up, traffic control, flagging, caution barricades, and all appurtenant items of the proposed work.

H. BIDDER EXPERIENCE CERTIFICATION - AFFIDAVIT: The bidder shall complete the experience certification - affidavit in full and shall include the required experience documentation forms with the bid.

1. The bidder will need to show all experience and qualifications to be considered to perform the proposed work.
2. The Owner reserves the right to reject the bid of any bidder who cannot show the required experience to perform the work or who does not include the experience certification - affidavit with the bid.

- I. BIDDER QUESTIONS REGARDING DRAWINGS, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS:** Contractors having questions regarding this project shall contact the Project Engineer. Questions as to the meaning of any part of the drawings, specifications, or other contract documents shall be submitted to the Engineer in writing at the address shown in the “Advertisement for Bids”. The Contractor submitting the question(s) will be responsible for their prompt delivery to the Engineer. Neither the Owner nor the Engineer will be responsible for any other explanations or interpretations of the proposed documents.
- J. ADDENDA:** Any addendum issued during the time of bidding shall become part of the Contract Documents and made available to all bidders for the preparation of their bids; all addenda shall be covered in the bid; and, all addenda shall be made a part of the Contract.
- K. EQUAL OPPORTUNITY EMPLOYER:** The Bidder agrees to abide by provisions of Title VI of the Civil Rights Act of 1964 (42 USC 2000e), as amended from time to time, which prohibits discriminations against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45CFR90, as amended, which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap.

END OF DOCUMENT

DOCUMENT 00230

**BIDDER'S EXPERIENCE CERTIFICATION
(Mandatory Document)**

The award of the proposed project, if awarded, will not be based upon the submitted proposed bid price alone. The award will also be based upon the experience and the ability of the bidder to begin, construct and complete the proposed work.

The project bidder must complete this mandatory "Bidder's Experience Certification" and must attach and enclose the certification within the sealed bid proposal. Should the bidder fail to complete in full and submit the "Bidder's Experience Certification" with the tendered bid documents, the bid may be rejected, returned to the bidder and considered a non-responsive bid.

Please answer all questions as briefly as possible:

A. Bidder's Company Name: _____

B. Bidder's Company Address: _____

C. Bidder's Contact Representative: _____

D. Bidder's Telephone Number: _____

E. Bidder's License Classification: _____

License Number(s) / State of License Issuance: _____

Other License Classifications: _____

Qualifying Years of Experience: _____

F. Bidder's Company Officers:

Name (printed)

Title

Name (printed)

Title

Name (printed)

Title

Name (printed)

Title

G. Bidder's Representative Who Evaluated the Proposed Work Site: _____

H. Bidder's Current Work Load and Required Completion Date:

Project Name	Project Completion Date (required date)	Is The Project On Schedule ? (yes or no)
--------------	--	--

I. List four projects of similar size; successfully completed:

Construction Cost
(completed cost)

1. _____ \$ _____

Owner, contact person and telephone number

2. _____ \$ _____

Owner, contact person and telephone number

3. _____ \$ _____

Owner, contact person and telephone number

4. _____ \$ _____

Owner, contact person and telephone number

J. List any projects that you have failed to complete:

Project Name:

Reason: (Why was the project not completed ?)

1.	_____	_____

2.	_____	_____

3.	_____	_____

K. Can you complete the proposed project on time as required in the Contract Documents?

L. Bidder's Surety Company(s) and Agent: _____

SUBCONTRACTORS

M. LIST OF SUBCONTRACTORS:

What Percentage of the Proposed Project will the Sub-Contractor Complete?

Company Name

Percentage

LIST OF SUBCONTRACTORS (continued):

Company Name

Percentage

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Respectively Submitted:

(Signature)

(Print name / title)

END OF DOCUMENT

DOCUMENT 00400

BID PROPOSAL

- A. PROJECT NAME:** 5050 South Overlay Project from Golden Spike Park to 1150 West Street.
- B. PROPOSAL CONDITIONS:** In compliance with the Advertisement for Bids, the undersigned bidder proposes to perform all Work in accordance with the Contract Documents.
- C. PROJECT COMPLETION TIME:** The undersigned bidder agrees and acknowledges that in his opinion all proposed Work can and will be completed within the time stated for project completion, as contained in the Contract Documents. The bidder further acknowledges that he understands all conditions relative to liquidated damages and delay charges.
- D. INDEPENDENT BIDDING:** The undersigned Bidder certifies that his bid has been generated solely and independently, without consultation with other Bidders relating to the proposed Work.
- E. ADDENDUM:** The undersigned Bidder herewith acknowledges the following Addendum:
_____ (Acknowledge all addendums here)
- F. BID SCHEDULE:**

No.	Item	Quantity	Unit	Unit Price	Total Amount
1.	Mobilization.	1	ls.	_____	_____
2.	Traffic Control.	1	ls.	_____	_____
3.	Storm Water Pollution Prevention Plan (SWPPP).	1	ls.	_____	_____
4.	Remove and dispose existing concrete sidewalk.	160	lf.	_____	_____
5.	Remove and dispose existing concrete flatwork.	988	sf.	_____	_____
6.	Remove and dispose existing curb and gutter.	870	lf.	_____	_____
7.	Remove and dispose concrete waterway (approximately 255 sf.).	1	ls.	_____	_____
8.	Furnish and install 4-foot wide, 4-inch thick concrete sidewalk.	110	lf.	_____	_____

9. Furnish and install 4-foot wide, 6-inch thick concrete sidewalk.	50 lf.	_____	_____
10. Furnish and install handicap ramp (yellow in color).	2 ea.	_____	_____
11. Furnish and install 6-inch thick concrete flatwork.	950 sf.	_____	_____
12. Furnish and install concrete curb and gutter.	885 lf.	_____	_____
13. Furnish and install concrete waterway. (approximately 255 sf.).	1 ls.	_____	_____
14. Sub-grade excavation, disposal and replacement with crushed pit run materials.	100 ton	_____	_____
15. Asphalt and roadbase patching.	450 sy.	_____	_____
16. Roadway edge mill grinding.	1,390 sy.	_____	_____
17. Asphalt leveling course.	100 ton	_____	_____
18. Asphalt fabric.			
a). Mirafi MPV-600.	2,950 sy.	_____	_____
b). Huesker G30 paving mat.	2,950 sy.	_____	_____
19. 2-1/4 inch asphalt overlay.	475 ton	_____	_____
20. Lower and raise manhole frame and cover to finish grade.	5 ea.	_____	_____
21. Lower and raise valve box ring and cover to finish grade.	6 ea.	_____	_____
22. Remove and replace all landscaping improvements, public/private damaged during construction.	2,500 sf.	_____	_____

TOTAL BID PROPOSAL AMOUNT WITH 18 a): _____

TOTAL BID PROPOSAL AMOUNT WITH 18 b): _____

G. BID PROPOSAL SIGNATURES:

We the undersigned Bidder herewith submit this bid for consideration. We certify we are in full understanding of the Contract Documents and have complied with the conditions stated in the Contract Documents, to submit this Bid.

Bidder's Signature: _____

Bidder's Name: _____
(Print Name)

Bidder's Company Name: _____

Bidder's Address: _____

Bidder's Email Address: _____

Bidder's Telephone Number: _____

Bidder's License:
Classification: _____

License Number: _____

Submittal Date: _____

END OF DOCUMENT

DOCUMENT 00405

MEASUREMENT AND PAYMENT

A. MEASUREMENT AND PAYMENT:

1. Measurement of completed Work Items shall be made in individual unit price or as a lump sum item.
2. Payment for completed Work items shall be made at the unit price or lump sum bid price as contained in the "Bid Proposal", for the item. Payment will include all costs associated in furnishing labor, tools, equipment, materials, testing, etc.

Payment shall be for completed Work, as specified, and as indicated in the Contract Documents or on the Drawings.

B. BID ITEM – DESCRIPTION OF WORK AND PAYMENT:

Bid Item 1. Mobilization.

Mobilization shall include the costs for all preparatory work and operations, such as movement of personnel, supplies and incidental items to the project site; all costs associated with securing all bonds and insurance, establishment of all facilities necessary for work on the project, furnishing, erecting and maintaining construction signs and barricades, preparing employee notification boards; daily sweeping/cleaning roadways and/or project site; and all other work and operations which must be performed, or costs incurred prior to beginning work on the project or during work on the project.

The contractor shall assume the sole and complete responsibility for the job site conditions during the course of construction of the project, including the safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours.

The contractor shall ensure that all trees and vegetation within the project area are protected from any damage. Trees and shrubs shall be pruned by a licensed tree specialist as required.

Payment includes all costs associated for the Contractor to locate all underground utilities, contacting Blue Stakes, and coordinating with all utilities prior to laying pipe within 200 feet of said utilities which may be exposed, damaged, or crossed as shown on the drawings or as identified by Blue Stakes marking. Payment includes all cost associated for the Contractor to coordinate with the utility company to move or support the utility as necessary.

Utilities to be located will include, but not limited to, utilities in the Golden Spike Park and street ROW in the project limits to project extents. Existing storm drain systems, existing irrigation systems, existing natural gas main lines and service lines, existing telephone cables, existing power lines, existing fiber optic lines, and existing water lines.

No additional payment shall be made for “down time” associated with delays required to coordinate and resolve utility conflicts, utility relocation, and project design modifications as required.

The contractor shall obtain all right-of-access permission to enter upon private property to perform the necessary work and shall restore all private property to pre-construction conditions or better.

This requirement shall apply continuously and not be limited to normal working hours. This requirement includes maintaining reasonable daily access for the pedestrian trail and all roadway’s associated with the project noted above, during the daily construction period and unrestricted access during non-work times, including evenings, weekends, and holidays.

Shall include all work required to maintain environmental control (24-hours) as required. Shall include all work required to maintain dust control (24-hours) as required.

Payment shall be at a lump sum bid price and shall be paid as follows: Payment of 75% with the 1st payment request and the remaining 25% with the final payment request.

Bid Item 2. Traffic Control.

Traffic control & flagging shall include all costs associated with the improvement project. The contractor shall provide qualified personnel & equipment to perform all required traffic control around the site as per UDOT standards and the Manual on Uniform Traffic Control Devices for Streets & Highways (MUTCD) specifications. The walking trail and roadway are to remain open to traffic, both pedestrian and vehicle, at all times, any proposed lane closures must be submitted and approved prior to starting work.

Payment shall be at a lump sum bid price and shall be paid as follows: Payment of 75% with the 1st payment request and the remaining 25% with the final payment request.

Bid Item 3. Storm Water Pollution Prevention Plan (SWPPP).

The contractor shall include all costs associated with storm water pollution prevention plans (SWPPP), installation of best management practices (BMP’s)

required by the SWPPP, maintaining the SWPPP and all other items associated with the SWPPP throughout the duration of the project. The contractor is responsible for developing and maintaining his own (SWPPP) plan. The Contractor shall assume all responsibility and liability associated with his SWPPP, complete.

Payment shall be at a lump sum bid price and shall be paid as follows: Payment of 75% with the 1st payment request and the remaining 25% with the final payment request.

Bid Item 4. Remove and dispose existing concrete sidewalk.

Includes all related earthwork; saw-cutting concrete, as required; removing and disposing of concrete sidewalk (thicknesses may vary); removing and disposing of excess and unsuitable material to provide proper connections to the new work; and all other appurtenant work, complete.

- a. Saw cutting as required to remove the concrete sidewalk, while protecting abutting improvements, is included in this pay item.
- b. The City and/or Engineer will mark all concrete sidewalk to be removed.
- c. Contractor and Engineer shall field measure all concrete sidewalk to be removed prior to removal.

Payment shall be at the unit bid price for each linear foot of concrete sidewalk removed and disposed, complete.

Bid Item 5. Remove and dispose existing concrete flatwork.

Includes all related earthwork; saw-cutting concrete, as required; removing and disposing of concrete flatwork (included but not limited to concrete driveway sections, driveway approaches, concrete in park strips, thicknesses may vary); removing and disposing of excess and unsuitable material to provide proper connections to the new work; and all other appurtenant work, complete.

- a. Saw cutting as required to remove the concrete flatwork, while protecting abutting improvements, is included in this pay item.
- b. The City and/or Engineer will mark all concrete flatwork to be removed.
- c. Contractor and Engineer shall field measure all concrete flatwork to be removed prior to removal.

Payment shall be at the unit bid price for each square foot of concrete flatwork removed and disposed, complete

Bid Item 6. Remove and dispose existing curb and gutter.

Includes all related earthwork; saw-cutting existing curb and gutter, as required and as directed by the Engineer; breaking up and removing of existing concrete curb and gutter to the limits indicated; removing and disposing of curb and gutter pieces and sections; complete removing and disposing of excess and unsuitable materials to provide proper connections to new work; payment of all disposal fees; and all other appurtenant work, complete.

The City and/or Engineer will mark the existing curb and gutter sections to be removed.

Payment shall be at a unit bid price for each linear foot of curb and gutter removed and disposed, complete.

**Bid Item 7. Removal and disposal of concrete waterway.
(approximately 255 sf.).**

Includes all related earthwork; saw-cutting concrete; removing and disposing of concrete waterway; removing and disposing of roadbase and debris, excess and unsuitable material to provide proper connections to the new work; and all other appurtenant work, complete.

Payment shall be at a lump sum bid price for removal and disposal of the concrete waterway, complete.

Bid Item 8. Furnish and install 4-foot wide, 4-inch thick concrete sidewalk.

Includes all related earthwork; furnishing and installing roadbase under the new sidewalk, compaction of roadbase and fine grading; furnishing and installing 4" thick concrete sidewalk; including expansion/contraction joints, barricades to protect new construction; and all other appurtenant work, complete.

- a. Expansion joints shall be placed at all abutments to existing sidewalk, at sidewalk joints preceding and following driveways, every forty linear feet of sidewalk constructed, or as directed by the Engineer.
- b. Any new concrete vandalized, damaged, marked with graffiti or pitted by rain before it has sufficiently hardened shall be replaced at the Engineer's discretion with no additional cost to the Owner.

Payment shall be by the unit bid price for each linear foot of 4-foot wide, 4-inch thick concrete sidewalk, furnished and installed, complete.

Bid Item 9. Furnish and install 4-foot wide, 6-inch thick concrete sidewalk.

Includes all related earthwork; furnishing and installing roadbase under the new sidewalk, compaction of roadbase and fine grading; furnishing and installing 4" thick concrete sidewalk; including expansion/contraction joints, barricades to protect new construction; and all other appurtenant work, complete.

- a. Expansion joints shall be placed at all abutments to existing sidewalk, at sidewalk joints preceding and following driveways, every forty linear feet of sidewalk constructed, or as directed by the Engineer.
- b. Any new concrete vandalized, damaged, marked with graffiti or pitted by rain before it has sufficiently hardened shall be replaced at the Engineer's discretion with no additional cost to the Owner.

Payment shall be by the unit bid price for each linear foot of 4-foot wide, 6-inch thick concrete sidewalk, furnished and installed, complete.

Bid Item 10. Furnish and install handicap ramp (yellow in color).

Includes all required earthwork, excavating and saw cutting, compaction and grading for handicap ramps, furnishing, installation and compaction of 6-inch thickness of roadbase materials and 6-inch thickness of concrete, expansion joints, backfilling around any adjoining structures, furnishing and installing the 2-foot x 4-foot detectable warning service device panel with the appropriate color; and all other appurtenant work, complete.

- a. Handicap ramps must comply with current ADA specifications.
- b. Includes concrete flatwork required in front of panel, on each side of the panel up to two (2) feet on each side and behind the panel up to five (5) feet behind the panel.
- c. Handicap ramps shall be installed on all corners of the streets being improved as shown on the contract drawings.
- d. The contractor is strongly encouraged to visit the site and determine the extent of the required improvements.
- d. **Each handicap ramp is different.**
- e. **Any new concrete vandalized, damaged, marked with graffiti or pitted by rain before it has sufficiently hardened, shall be replaced at the Engineer's discretion with no additional cost to the Owner.**
- f. Placement of the additional curb & gutter and sidewalk improvements required for the handicap ramp shall be paid under the appropriate bid item, and not to be paid as part of this item.

Payment shall be by the lump sum bid price for each handicap ramp furnish and installed with detectable warning service device placed as noted above, complete.

Bid Item 11. Furnish and install 6-inch thick concrete flatwork.

Includes all related earthwork; furnishing and installing 4" thick roadbase under the flatwork, compaction of roadbase and fine grading; furnishing and installing 6" thick concrete or flatwork; including expansion/contraction joints, barricades to protect new construction; and all other appurtenant work, complete.

- a. Expansion joints shall be placed at all abutments to existing sidewalk/flatwork, at sidewalk joints preceding and following driveways, every forty linear feet of sidewalk constructed, or as directed by the Engineer.
- b. Any new concrete vandalized, damaged, marked with graffiti or pitted by rain before it has sufficiently hardened shall be replaced at the Engineer's discretion with no additional cost to the Owner.

Payment shall be by the unit bid price for each square foot of 6-inch thick concrete flatwork, furnished and installed, complete.

Bid Item 12. Furnish and install concrete curb and gutter.

Includes all related earthwork, furnishing and installing 6" thick roadbase under the new curb and gutter, compaction of roadbase and fine grading; furnishing and installing concrete curb and gutter; including expansion/contraction joints and radius sections, includes any special troweling for driveways and handicap ramps; barricades to protect new construction; and all other appurtenant work, complete.

- a. Expansion joints shall be placed at all abutments to existing curb and gutter/flatwork, at curb and gutter joints preceding and following driveways, every forty linear feet of curb and gutter constructed, or as directed by the Engineer.
- b. Any new concrete vandalized, damaged, marked with graffiti or pitted by rain before it has sufficiently hardened shall be replaced at the Engineer's discretion with no additional cost to the Owner.

Payment shall be by the unit bid price for each linear foot of concrete curb and gutter, furnished and installed, complete.

**Bid Item 13. Furnish and install concrete waterway.
(approximately 255 sf.).**

Includes all related earthwork including excavation, backfilling, compacting, and grading; furnishing and installing 6" minimum thickness of roadbase course under concrete waterway; furnishing and installing rebar and concrete waterway; and all appurtenant work, complete.

- a. Concrete must be protected from being driven on for a minimum of 7 days.
- b. Any new concrete vandalized, damaged, marked with graffiti or pitted by rain before it has sufficiently hardened shall be replaced at the Engineer's discretion with no additional cost to the Owner.

Payment shall be at a lump sum bid price for the concrete waterway, furnished and installed, complete.

Bid Item 14. Sub-grade excavation, disposal and replacement with crushed pit run materials.

Includes over excavating and grading sub-grade material to required elevations for the roadway; loading and placing materials in a stockpile if it is to be reused; includes all related earthwork including excavating, backfilling and compacting as required and as directed by the Engineer; includes removing excess and unsuitable materials from the site and disposing of materials in an acceptable manner including the sub-grade materials and/or trench materials within the project limits.

Includes scarifying the sub-grade, furnishing and placing 3" minus, uniformly graded crushed rock and compacting the fill material, as required; rough and final grading of the sub-grade crushed rock materials to the required lines and elevations to provide proper connection with existing improvements.

The excavated roadway shall be proof-rolled prior to placement of the base materials. The Engineer must be present during the proof-rolling. Any soft spots in the sub-base material will be repaired and replaced as directed by the Engineer, complete.

Payment shall be by the unit bid price for sub-grade excavation and each ton crushed pit run materials actually furnished, placed and compacted. Weight ticket must be submitted to the Engineer in order to document the tonnage of the crushed rock sub-grade materials for payment, complete.

Bid Item 15. Asphalt and roadbase patching.

Includes all related asphalt, roadbase and subbase excavation; saw-cutting asphalt (asphalt and base depths may vary); removing and disposing of asphalt and roadbase and unsuitable materials, payment of all disposal fees; and all other appurtenant work, complete

Asphalt mix design shall be APWA 15% max RAP.

Includes all cost associated with testing asphalt per the asphalt mix design specifications.

Includes supplying aggregate roadbase material; fine grading and compacting substrate surface; placing and compacting road base material to the thickness indicated (8" thick) and as directed; and all appurtenant work, complete.

Includes preparing and compacting the base, to include fine grading; tack coating existing surfaces as required; supplying bituminous surface course material to the site; placing, compacting and rolling the asphalt materials to the thickness indicated (3" thick); and compaction testing.

Payment shall be by the unit bid price for each square yard of asphalt and roadbase materials actually furnished, placed, and compacted, complete.

Bid Item 16. Roadway edge mill grinding.

Includes grinding the roadway surfaces smooth and completely; protecting all concrete curb and gutters from edge grinding damage; removal and disposal of all excessive milled materials, providing proper traffic control; sweeping and cleaning of the roadway surface and surrounding facilities of milling waste and dust, complete.

Milling shall be 2" thick at lip of curb & gutter to 0" at 7' away from curb & gutter.

Payment shall be at a unit bid price for each square yard of roadway edge mill grinding, complete.

Bid Item 17. Asphalt leveling course.

Includes sweeping, preparing and cleaning the existing asphalt surface, installation of tack coating materials (SS1H) to the existing roadway surfaces, as required; supplying bituminous surface course materials to the site; placing, compacting and rolling the asphalt materials to the thickness required, complete.

Payment shall be by the unit bid price for each ton of bituminous asphalt materials actually placed and compacted. Weight ticket must be submitted to the Engineer in order to document the tonnage.

Bid Item 18. Asphalt fabric.
a). Mirafi MPV-600.
b). Huesker G30 paving mat.

Includes sweeping, preparing and cleaning the existing asphalt surface, installation of the tack coating materials to the existing roadway surface; furnishing and installing the bitumen fabric/paving mat material according to manufacturer's specifications and requirements; contractor to coordinate with Engineer and manufacturer's representative.

Manufactures representatives: **Tony Kent: Cell: 385-502-1184.**

Contractor shall install appropriate quantity and type of tack oil prior to placement of asphalt fabric/paving mat.

Contractor shall account for all overlaps required in the fabric/paving mat no additional will be paid for overlaps.

Payment shall be by the unit bid price for each square yard of asphalt fabric furnished and installed, complete.

Bid Item 19. 2¼ inch asphalt overlay.

Includes sweeping, preparing and cleaning the existing asphalt surface, supplying bituminous surface course materials to the site; placing, compacting and rolling the asphalt materials to the thickness required, complete.

Asphalt mix design shall meet all requirements in accordance with the asphalt mix design in Riverdale City standards (see asphalt specification).

Includes all cost associated with testing asphalt per the asphalt mix design specifications.

Payment shall be by the unit bid price for each ton of bituminous asphalt materials actually placed and compacted. Weight ticket must be submitted to the Engineer in order to document the tonnage.

Bid Item 20. Lower and raise manhole frame and cover to finish grade.

Includes all related earthwork including excavation, backfilling, compacting, and grading; all tools, labor and materials required to pre-lower the manhole and then to adjust the manhole frame and cover to finish grade; furnishing and installing roadbase course under concrete collar; furnishing and installing concrete collar (12-inch thick minimum or match existing) around the adjusted manhole; and all appurtenant work, complete.

This item is for lowering manholes prior to milling and then raising after the asphalt overlay.

Concrete collar shall be kept ¼” below the finish asphalt pavement and shall not exceed ½” below the finish asphalt pavement.

Payment shall be by the unit bid price for each manhole frame and cover adjusted to finish grade, complete.

Bid Item 21. Lower and raise valve box ring and cover to finish grade.

Includes all related earthwork including excavation, backfilling, compacting, and grading; all tools, labor and materials required to pre-lower the valve box and then to adjust the valve box ring and cover to finish grade; furnishing and installing roadbase course under concrete collar; furnishing and installing concrete collar (8-inch thick minimum) around the adjusted valve box ring and cover; and all appurtenant work, complete.

This item is for lowering valve box prior to milling and then raising after the asphalt overlay.

Concrete collar shall be kept ¼” below the finish asphalt pavement and shall not exceed ½” below the finish asphalt pavement.

Payment shall be by the unit bid price for each valve box ring and cover adjusted to finish grade, complete.

Bid Item 22. Remove and replace all landscaping improvements, public/private damaged during construction.

Includes all related earthwork; removing and disposing of unsuitable materials as required; furnishing, installing and grading the existing ground surface and/or all imported topsoil; furnishing and placing lawn sod in the park strip and/or on private property; matching sod joints and elevations; initial watering of newly placed sod (watering required for 2-weeks or from when restoration of the irrigation system is complete); restoring all lawn sod adjacent to curb and gutters, sidewalks, driveways, etc.; protecting and/or replacing existing appurtenances

such as sprinklers, rocks, lawn decorations, fences, walls, lawn sod, trees, brick pavers, stamped concrete, shrubbery, concrete curbing, sprinkler system equipment, fences, gates, signs and all landscaping items, replacing all damaged items; protecting, moving or relocation all mailboxes as required; and all other appurtenant work, complete.

- a. All lawn sod shall be placed with 5-inches of topsoil as bedding material.
- b. The minimum width of sod patch shall be 12-inches.
- c. The Contractor is responsible for all landscape replacement and coordination with the affected property owner, complete.
- d. Include installing pip-up land drain near Station 0+82 RT 19'.

Payment shall be at a unit bid price for each square foot of removal and replacement of the landscaping improvements, complete.

END OF DOCUMENT

DOCUMENT 00410

NOTICE OF AWARD

A. CONTRACTOR: _____

B. PROJECT DESCRIPTION: 5050 South Overlay Project from Golden Spike Park to 1150 West Street.

C. BID CONSIDERED AND ACCEPTED: The Owner has considered the bids submitted for the above described Work in response to the Advertisement for Bids dated:

1. _____ 2. _____

You are herewith notified that your Bid has been reviewed and accepted by the Owner. The Owner has approved and will award the bid to you in the amount of: \$ _____

D. BONDS, INSURANCE AND AGREEMENT: With the award of the project you must now furnish the required bonds, certificate of insurance and Agreement to the Owner within 10 calendar days of this Award notice.

- 1. Performance Bond: 100% of the maximum bid price.
- 2. Payment Bond: 100% of the maximum bid price.
- 3. Certificate of Insurance: Amounts as stated in the Contract Documents.
- 4. Worker's Compensation: Amounts as stated in the Contract Documents.
- 5. Contract Agreement: Signed in Triplicate

If you fail to furnish said Bonds, Insurance Certifications and Contract Agreement, the Owner shall be entitled to consider all your rights abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such rights as may be granted by law.

E. ACKNOWLEDGED RECEIPT: The Contractor is required to return an acknowledged copy of the Notice of Award to the Engineer and the Owner.

Dated this ____ day of _____, 2024.

BY: _____

TITLE: City Engineer

F. ACCEPTANCE OF NOTICE: The receipt of the Notice of Award is hereby acknowledged this _____ day of _____, 2024.

BY: _____

TITLE: _____

DOCUMENT 00420

NOTICE TO PROCEED

- A. **CONTRACTOR:** _____
- B. **PROJECT DESCRIPTION:** 5050 South Overlay Project from Golden Spike Park to 1150 West Street.
- C. **NOTIFICATION TO PROCEED:** The Contractor is hereby notified to commence Work in accordance with the Agreement dated _____, 2024.
- D. **WORK COMPLETION DATE:** The Contractor is to complete the Work required in the Contract Documents by _____, 2024.
- E. **ACKNOWLEDGED RECEIPT:** The Contractor is required to return an acknowledged copy of the Notice to Proceed to the Engineer and the Owner.

BY: _____

TITLE: City Engineer

- F. **ACCEPTANCE OF NOTICE TO PROCEED:** Receipt of the Notice to Proceed is hereby acknowledged this _____ day of _____, 2024.

BY: _____

TITLE: _____

DOCUMENT 00500

AGREEMENT

THIS AGREEMENT is herewith dated this _____ day of _____ 2024,
by and between **Riverdale City** , hereinafter called "**OWNER**" and _____
_____ address at, _____
_____ hereinafter called the "**CONTRACTOR**".

WITNESSETH: The OWNER and the CONTRACTOR hereinafter mutually covenant, pledge and bind each other by written agreement, to the conditions and requirements of the Contract Documents, referred to as:

5050 South Overlay Project from Golden Spike Park to 1150 West Street.

IN CONSIDERATION, for payment; the CONTRACTOR shall furnish all materials, labor, supplies, tools, equipment and construction services, to complete the Work as required in said Contract Documents.

IN CONSIDERATION for work performed; the OWNER shall make the required payment(s) upon inspection, approval, completion and compliance of work, as required in said Contract Documents.

NOTEWORTHY CONDITIONS:

- A. Time is of the Essence for completion of said project work.
- B. The CONTRACTOR will commence the construction work immediately as required in the Contract Documents.
- C. The Work will be substantially complete by: _____.
- D. Progress payments to the CONTRACTOR will be processed in the manner as provided in the Contract Documents, by the OWNER.
- E. Upon final completion and acceptance of the Work the security retainage, will be released to the CONTRACTOR.
- F. THIS AGREEMENT, is executed with three (3) copies, each copy shall be deemed an original on the date first above written.

THIS AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the OWNER and the CONTRACTOR have signed or caused to be executed by their duly authorized officials this Agreement, in triplicate.

OWNER: _____ Riverdale City _____

BY: _____
(signature)

NAME: _____
(please print)

TITLE: _____

(SEAL)

ATTEST: _____
(signature)

NAME: _____
(please print)

TITLE: _____

CONTRACTOR:

BY: _____
(signature)

NAME: _____
(please print)

ADDRESS: _____

(CONTRACTORS SEAL)

ATTEST: _____
(signature)

NAME: _____
(please print)

TITLE: _____

DOCUMENT 00600

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Principal, and _____, as Surety, are held and firmly bound unto _____, hereinafter called "Owner", in the sum of _____, (5% of the total Bid amount) for the payment of which sum, to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns jointly and severally by these presents.

WHEREAS, said Principal has submitted a bid to said Owner to perform all work required under the bidding proposal and schedule(s) _____, of the Owner's Contract Documents entitled:

5050 South Overlay Project from Golden Spike Park to 1150 West Street

NOW THEREFORE, if said Principal is awarded a contract by said Owner and, within the time and in the manner required under the heading "Advertisement for Bids" enters into a written contract with the Owner per the said Contract Documents, furnishes the required certificates of insurance, furnishes the required Performance Bond and Payment Bond within (10) calendar days after receipt of contract from said Owner, then this financial bond obligation shall be null and void; otherwise, it shall remain in full force and effect. In the event suit is brought upon this bid bond by said Owner and judgment is recovered, then said Surety shall pay all costs incurred by said Owner in such suit, including reasonable attorney's fee to be fixed by the Court.

SIGNED AND SEALED, this _____ day of _____, 20_____.

Principal (Seal)

Surety (Seal)

By: _____

By: _____

(SEAL AND THE NOTARIAL ACKNOWLEDGEMENT OF THE SURETY)

DOCUMENT 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Principal, and _____, as Surety,

are held and firmly bound unto _____, hereinafter called the

“Owner”, in the sum of _____, (not less than 100% of the total Contract Amount)

for the payment of which sum, to be made; we bind ourselves, our heirs, executors, successors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, said Principal has been awarded and is about to enter into a Contract with said Owner to perform all work required under the bidding proposal and schedule(s) of the Owner’s Contract Documents entitled:

5050 South Overlay Project from Golden Spike Park to 1150 West Street

NOW THEREFORE, if said Principal (Contractor) shall perform all the requirements of the Contract Documents, required to perform, at the times and in the manner specified, then the obligation shall be null and void; Otherwise it shall remain in full force and in full effect.

PROVIDED, that all work to be done or the materials furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not release said Principal or said Surety, nor shall any extensions of time granted under the provisions of said Contract Documents release either said Principal or said Surety, and notice of such work or extensions of the Contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____ 20_____.

Principal (Seal)

Surety (Seal)

By: _____

By: _____

(SEAL AND THE NOTARIAL ACKNOWLEDGMENT OF THE SURETY)

DOCUMENT 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Principal, and _____, as Surety,

are held and firmly bound unto _____, hereinafter called

“Owner”, in the sum of _____, (not less than 100% of the total amount)

for the payment of which sum, to be made; we bind ourselves, our heirs, executors, successors, administrators, and assigns, jointly and severally by these presents.

WHEREAS, said Principal has been awarded and is about to enter into a Contract with said Owner to perform all work required under the bidding proposal and schedule(s) of the Owner’s Contract Documents entitled:

5050 South Overlay Project from Golden Spike Park to 1150 West Street.

NOW THEREFORE, if said Principal (Contractor), or subcontractor, fails to pay for all materials, equipment, or other items supplied, or for rental equipment, used on connection with the performance of work contracted, or for amounts due under applicable Utah State law for any work or labor required, then said surety will pay for the same in an amount not exceeding the sum herein specified. In the event suit is brought upon this Payment Bond, a reasonable attorney’s fee may be fixed by the courts. This Payment Bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable Utah State law.

PROVIDED, that all work to be done or the materials furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not release said Principal or said Surety, nor shall any extensions of time granted under the provisions of said Contract Documents release either said Principal or said Surety, and notice of such work or extensions of the Contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____ 20_____.

Principal (Seal)

Surety (Seal)

By: _____

By: _____

(SEAL AND THE NOTARIAL ACKNOWLEDGMENT OF THE SURETY)

DOCUMENT 00630

NOTICE OF SUBSTANTIAL COMPLETION

- A. **CONTRACTOR:** _____
- B. **PROJECT DESCRIPTION:** 5050 South Overlay Project from Golden Spike Park to 1150 West Street.
- C. **NOTIFICATION OF SUBSTANTIAL COMPLETION:** The Work has been reviewed by the Engineer and has been recommended to the Owner as “Substantial Complete”, in accordance with the Contract Documents.
- D. **CONSTRUCTION PUNCH LIST:** A “Construction Punch List” of outstanding construction items, the list may not be all-inclusive, shall be generated by the Engineer and forwarded to the Contractor for immediate action and Work completion. The construction punch list must be completed within ten (10) days from the date of receipt from the Engineer.
- E. **ACKNOWLEDGED RECEIPT:** The Contractor is required to sign and return an acknowledged copy of the Notice of Substantial Completion to the Engineer and Owner.

Dated this ____ day of _____, 2024.

BY: _____

TITLE: City Engineer

-
- F. **ACCEPTANCE OF NOTICE:** The receipt of the Notice of Substantial Completion is hereby acknowledged this ____ day of _____, 2024.

BY: _____

TITLE: _____

DOCUMENT 00640

NOTICE OF COMPLETION

- A. **CONTRACTOR:** _____
- B. **PROJECT DESCRIPTION:** 5050 South Overlay Project from Golden Spike Park to 1150 West Street.
- C. **NOTIFICATION OF COMPLETION:** The Work has been reviewed by the Engineer and has been recommended to the Owner as “Complete”, in accordance with the Contract Documents.
- D. **ACKNOWLEDGED RECEIPT:** The Contractor is required to sign and return an acknowledged copy of the Notice of Completion to the Engineer and Owner.

Dated this ____ day of _____, 2024.

BY: _____

TITLE: City Engineer

-
- E. **ACCEPTANCE OF NOTICE:** The receipt of the Notice of Completion is hereby acknowledged this ____ day of _____, 2024.

BY: _____

TITLE: _____

DOCUMENT 00660

CONTRACTOR AND SURETY CERTIFICATION

A. CONTRACTOR: _____

B. PROJECT DESCRIPTION: 5050 South Overlay Project from Golden Spike Park to 1150 West Street.

C. CERTIFICATION: We certify that all required construction Work items and their respective quantities, as contained on the final payment request are correct and, when paid, will constitute payment in full for all work performed under the Agreement.

- 1. We hereby waive the right to make any additional claims against the owner, engineer and their agents and certify that all work has been performed and material supplied in full accordance with the requirements of the Contract Documents, and duly authorized change orders.
- 2. We certify that the foregoing is a true and correct statement of the final contract account; that no part of the amount due for final payment has been received.
- 3. We certify that the undersigned and his subcontractors have complied with all labor provisions of the Agreement and that there are no outstanding claims for labor, materials, or equipment used on or incorporated in the construction of the project.
- 4. We further certify that the Performance Bond will remain in effect for one (1) year for all utility and street improvement work from the date of signing of this Certification.

We also acknowledge that the acceptance of the Final Payment shall operate as a full and complete release of the Owner and Engineer as set forth in the contract Agreement with the Owner.

D. CERTIFYING SIGNATURES: In witness whereof, the Contractor and his Surety have certified by signature below that all conditions and statements containing herewith are true.

CONTRACTOR: _____

BY: _____
(Signature)

(seal)

NAME: _____
(Please print)

DATE: _____

SURETY: _____

BY: _____
(Signature)

(seal)

NAME: _____
(Please print)

DATE: _____

E. ACCEPTANCE SIGNATURE: In witness whereof, the Owner has accepted this Contractor and Surety Certification.

OWNER: _____

BY: _____
(Signature)

(seal)

NAME: _____
(Please print)

DATE: _____

DOCUMENT 00700

GENERAL CONDITIONS

- A. GENERAL CONDITIONS:** The applicable “General Conditions” of the Contract Documents are adopted in full and contained under separate cover.
- B. MANUAL OF STANDARD SPECIFICATIONS:** The applicable General Conditions are adopted in full and contained in the “Manual of Standard Specifications” – Current Addition (2017 edition or newer) – also known as “A Manual for General Contractors and the Construction Industry”.
- C. OBTAINING DOCUMENTS:** A copy of the applicable “General Conditions” of the Contract Documents may be obtained from:

Civil Engineering Consultants, PLLC
5141 South 1500 West
Riverdale, Utah 84405

801-866-0550

Utah T2 Center
Utah State University
8205 Old Main Hill
Logan, Utah 84322-8205

800-822-8878 or 435-797-2931

END OF DOCUMENT

DOCUMENT 00810

MODIFICATION TO THE GENERAL CONDITIONS

DOCUMENT INCLUDES

- A. Construction Surveying.
- B. Partial Payment Retainage.
- C. Escrow Accounts.
- D. Insurance.
- E. Project Closeout.
- F. Guarantee.
- G. Project Photographs and Video Tapes.
- H. Contractor / Subcontracting.
- I. Testing.

A. CONSTRUCTION SURVEYING: The Engineer will at the Owner's expense establish all survey lines and grades required for proper execution of the Work.

1. The Contractor shall notify the Engineer at least 48 hours in advance of the time surveys will be required. The Contractor shall keep the Engineer advised on a current basis of construction survey requirements, in order that the survey work may be coordinated with the Contractor's sequence of operations.
2. The Contractor will be required to give assistance and provide equipment such as ladders, lights or other equipment as may be deemed necessary in establishing and checking lines and grades. The surveying assistance provided by the Contractor will be given at no cost to the Engineer.
3. The Engineer shall furnish the alignment and grade data in the form of offset stakes or markers, at a convenient distance from the centerline of the Work as follows:
 - a. Sanitary sewer and storm drainage facilities - staking shall include, manholes, clean outs and boxes, pipelines.
 - b. Culinary and secondary water facilities - staking shall include vaults, valves, fittings, meters, hydrants, special facilities, and straight runs of pipe. Grade marks for waterlines shall be established where the Engineer considers grade to be critical.
 - c. Structures - the line and grade stakes shall be provided for each rectangular or square structure and shall be established where the Engineer considers location to be critical.
 - d. Slope staking - slope stakes will be provided at 50-foot intervals and at all changes in vertical and horizontal alignment.

- e. Curb and gutter staking will be provided with an acceptable offset, 50 foot intervals on straight alignments and shall be established where the Engineer considers location to be critical along curves.
4. The Contractor shall protect all staking from damage or disruption until utilized for the Work. All costs for additional staking due to carelessness by the Contractor or sub-contractors shall be reimbursed by the Contractor to the Owner.

Any transfer of line or grade from the stakes or marks to the work shall be the responsible of the Contractor.

B. PARTIAL PAYMENT RETAINAGE: The Owner shall retain five (5) percent of the amount of each partial payment until final completion and acceptance of all Work covered by the contract documents.

1. At any time after fifty (50) percent of the Work has been successfully completed, the Owner may reduce the retainage to two and one-half (2 ½ %) percent on the current and remaining payment requests.
2. When the work has been ruled substantially complete the retained amount may be further reduced below two and one half (2 ½ %) percent to only that amount necessary to assure completion.

C. ESCROW ACCOUNTS: Retainage on partial payments shall comply with the Utah State law enacted in 1983 requiring escrow accounts to be established for placement of withheld retainage.

The Contractor must establish an escrow account in a manner acceptable to the Owner for the purpose of holding the Contractor's payment retainage. The Owner will issue two checks for partial payment requests – one for retainage to the Escrow Account and the other for payment to the Contractor.

1. The Owner and the Contractor will decide prior to the issuance of the "Notice to Proceed" with respect to either the establishment of the escrow account or waiver of the escrow account requirement.
2. The Owner reserves the right to alter this procedure in any manner in accordance with the Utah State legislation governing escrow accounts.

D. INSURANCE: The Contractor shall acquire and maintain insurance that will provide protection from claims which may arise out of or result from the Contractor's execution of the required Work. The insurance shall cover all the Work performed by the Contractor or by any Sub-contractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable:

1. Claims under workmen's compensation disability benefit or other similar employee benefit acts;

2. Claims for damages due to bodily injury, occupational sickness, disease, or death of an employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage which were sustained: (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (b) by any other person and;
5. Claims for damages because of injury to or destruction of tangible property, including loss of use.

A copy of the acceptable Certificates of Insurance shall be delivered to the Engineer for review before any Work is started. All Certificates of Insurance shall contain a provision that insurance coverage afforded under any policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the Owner. **All liability insurance policies for the project Work shall include an endorsement naming the Engineer, the Owner, and others as required, as additional insured.**

Additionally the Owner and its elected and appointed officials, employees and volunteers and their agents shall be protected from all claims, demands, judgment's, expenses, and all other damages of every kind and nature, made, rendered, or incurred by or in behalf of any person of persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to this Work under this contract, by the Contractor the Contractor's agents, employees, Sub-contractors, or suppliers in the performance and execution of this contract.

The Contractor shall procure and maintain, at his own expense, during the execution of the Work required, liability insurance as hereinafter specified:

The Contractor's General Liability Insurance shall be a comprehensive form and shall include the following coverage's:

- a. Premises/operations, collapse hazard, underground hazard, products/completed operations hazard, contractual insurance applicable to Contractor's obligations under. Indemnification broad form property damage, independent Contractors, and personal injury.
- b. Auto Liability Insurance shall be comprehensive form and shall cover owned, hired and non-owned vehicles.
- c. The limits of liability required for the respective coverage's shall be not less than the following amounts or less where required by law:

Comprehensive General Liability:

(1) Bodily Injury:

\$1,000,000	Each Occurrence
\$2,000,000	Annual Aggregate, Products and Completed Operations

(2) Property Damage:
\$ 500,000 Each Occurrence
\$1,000,000 Annual Aggregate

(3) Personal Injury, with employment exclusion deleted:
\$1,000,000 Annual Aggregate

d. Comprehensive Automotive Liability:

(1) Bodily Injury:
\$ 500,000 Each Person
\$1,000,000 Each Accident

(2) Property Damage:
\$ 500,000 Each Occurrence

Worker's Compensation:

(1) State: Statutory
(2) Employer's Liability \$500,000

e. Neither Fire and Extended Coverage nor Builder's Risk insurance are required for this project unless other wise noted.

All insurance provided shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing or replacing defective work.

The Contractor shall procure and maintain, at his own expense, during the required Work, in accordance with the provisions of the laws of the state; Workmen's Compensation Insurance.

E. PROJECT CLOSEOUT: Prior to the project closeout, the Contractor, Engineer and a City Representative will conduct a formal walk-through of the project site to identify any outstanding items that do not meet the requirements of Document 00405 of the Contract Documents. Any non-compliance or missing items found will be recorded and placed on a "Construction Punch List". While addressing the "Construction Punch List" items, the Contractor may request follow up walk-throughs until the work is complete. At which point, the project may be declared complete and Document 00640 from the Contract Documents will be issued by the Engineer. Upon completion of the "Construction Punch List" and Document 00640, the Contractor may submit a request for final payment.

1. The "Construction Punch List" shall not be considered all-inclusive or complete after the initial walk-through. If at any time during a follow up walk-through, additional items are identified that were not included on the initial "Construction Punch List", those items may be added by the Engineer to the "Construction Punch List".

2. The Engineer shall record all outstanding construction items identified during the walk-through, after which the Engineer will prepare and forward the punch list to the Contractor for immediate action and Work completion.
3. The “Construction Punch List” must be completed within ten (10) days from the date of receipt from the Engineer. If the “Construction Punch List” is not completed with ten (10) days and no progress has been made, the Owner may elect to use the retained funds to secure a third-party contractor to complete the remaining punch list items.

F. GUARANTEE: The Contractor shall warrant and guarantee that the improvements constructed and provided along with every part hereof will remain in good condition for a period of one (1) year after the date of completion and acceptance of the Owner.

The warranty and guarantee period for roadway surfaces and street improvements such as curb and gutter, asphalt and sidewalk shall be warranted for one (1) year.

1. The date of acceptance shall be the date of approval and final payment by the Owner.
2. The Contractor agrees to make all repairs and/or replacements, for all defects in workmanship, materials and equipment during the guarantee period.
3. The Contractor shall maintain all equipment until the date of acceptance, at which time the Owner will assume normal maintenance.
4. The Contractor also agrees that the performance and payment bond hereto attached shall remain in force until the conditions of this guarantee are fulfilled.
5. The determination of the necessity for repairs rests with the Owner, whose decision shall be final and obligatory upon the Contractor. It is hereby expressly understood and agreed that the Owner shall not finally accept the Work before the date specified above, and then only in the case that all necessary repairs have been made according to standard methods approved by the Engineer.

G. PROJECT PHOTOGRAPHS AND VIDEO TAPES: The Contractor shall provide the Engineer with an approved set of individual photographs and a video tape of the project site. The videotape shall include the entire project area, showing the existing job sites conditions prior to start of construction.

The photographs and video taping shall:

1. All photographs and video tapes shall be submitted prior to the issuance of the “Notice to Proceed” document.
2. All photographs and video tapes shall portray unusual conditions. The video tapes shall include a narration to identify dates, locations, and indicating any special items of interest and all unusual conditions.

3. The Engineer will review the video tape of the project site, prior to construction Work taking place, to determine if the original site conditions are adequately shown by the video tape.

H. CONTRACTOR / SUBCONTRACTING: The Contractor shall be allowed with this Contract to Subcontract a minor portion of the required Work, to specialty Subcontractors if so desired.

1. The Contractor MUST perform a minimum of 51% of the required Work. The subcontracting value of the Work, will be determined from the bidding documents submitted to the Owner. The subcontracting maximum award amount, with this Contract, may be 49% in parts or in whole, to a specialty Subcontractor(s).
2. The Work performed by the Contractor must be completed with men and equipment directly employed by his company.
3. The Contractor shall be fully responsible for the quality of the work performed by his subcontractor(s) on-site. The Contractor shall fully supervise and inspect all work performed by said subcontractor(s) to insure all of the Owner's standards and specifications are met. The Contractor shall be fully responsible for the acts and omissions of all his Subcontractor(s) performing work on the project site.
4. The Contractor shall have appropriate sub-contracts with all Subcontractor(s) employed to do Work on this project. The contracting terms between the Contractor and the Subcontractor(s), insofar as applicable, shall be similar to the contract between the Contractor and the Owner and shall give the Contractor controlling authority to terminate any subcontract, should the Owner require termination of the Contract in parts or in full.
5. There shall be nothing stated or implied in this Contract that infers a contractual relationship between the Owner and any Subcontractor. All payments for Work shall be forwarded to the Contractor per the conditions stated herein.

I. TESTING: The Contractor shall perform all waterline pipe testing, sanitary sewer pipeline testing and storm water pipeline testing in the presence of the Engineer and/or the City Representative. The Contractor shall perform all pipeline testing as required in the Contract Specifications.

1. The Contractor must schedule the pipeline testing with the Engineer a minimum of 2-days prior to the required date of testing.
2. The Contractor will be required to furnish at his expense all equipment, supplies, materials and labor to perform all required testing.
3. The Contractor will be required to successfully perform all testing and perform any additional testing until the pipeline has passed the basic testing requirements of the Contract Documents.

4. The Engineer may schedule additional testing as deemed necessary.
5. The cost of the first waterline bacteriological test will be paid by the City and all failure tests to be paid by the Contractor until the waterline bacteriological test passes.

Bedding, Trench, Roadbase and Asphalt Compaction Testing:

1. The Contractor must schedule the trench and/or roadway surface testing with the Engineer a minimum of 2-days prior to the required date of testing.
2. The Engineer may schedule additional testing as deemed necessary.
3. The cost of the first compaction test will be paid by the City and all failure tests to be paid by the Contractor until the compaction test passes.
4. Contractor shall provide a valid proctor for any import soil material to be used on site. Contractor shall submit the proctor and the date the proctor was obtained to the Engineer. If the proctor was not taken within the last 30 days, the Engineer may require the Contractor to obtain a new proctor. In addition, if at any point during the soil compaction testing it is apparent that material has changed and the proctor is no longer valid, the Engineer may require the Contractor to obtain new proctor.

END OF DOCUMENT

DOCUMENT 00900

CONTRACT ADDENDUM

A. CONTRACT DOCUMENTS: The following Addendum(s) shall be included and made part of the Contract Documents.

Addendum Number – 1	Addendum date _____
Addendum Number – 2	Addendum date _____
Addendum Number – 3	Addendum date _____

B. ACKNOWLEDGEMENT: The Bidder must acknowledge all addendum (s) with his submitted sealed Bid.

END OF DOCUMENT

CHANGE ORDER NO. _____

PROJECT:

5050 South Overlay Project from Golden Spike Park to 1150 West Street.
Riverdale City

DATE:

23 April 2024

CONTRACTOR:

xxx
xxx
xxx

CONTRACT MODIFICATIONS:

The Owner has considered the project along with proposed changes that are now required for a successful completion of the project. The Owner hereby requires the Contractor to adhere with the following Contract changes:

CONTRACT WORK CHANGES:

Description of Work Changes						
No.	Item	Quantity	Unit	Unit Price	Price Decrease	Price Increase
A.	description				\$0.00	\$0.00
B.	description				\$0.00	\$0.00
C.	description				\$0.00	\$0.00
Subtotal					\$0.00	\$0.00
TOTAL CHANGE ORDER AMOUNT						\$0.00

The amount of \$ _____ is hereby added to/deducted from the total contract price.
The new contract amount will be \$ _____.

1. Time is of the essence for completion of the required work. In consideration for the changes in the proposed work the time allowed for the project completion shall be extended by _____ Calendar Days.

The project completion date is now changed to the _____.

2. This document shall become an amendment to the contract and all the provisions of the Contract Documents, Drawings and Specifications will remain unchanged.

CEC, CIVIL ENGINEERING CONSULTANTS, PLLC.

Requested By:

Contractor _____

Date: _____

Approved by:

City Engineer _____

Date: _____

Approved by:

Riverdale City _____

Date: _____

Attested by:

Riverdale City _____

Date: _____

Drawings