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2018 PUBLIC WORKS LOCKERS REMODEL

Contract Documents and Drawings

October 2018



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South Jordan City
2018 PUBLIC WORKS LOCKERS REMODEL

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SOUTH JORDAN CITY
2018 PUBLIC WORKS LOCKERS REMODEL

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EE001	Electrical Demolition Plans
EE101	Electrical Plans

END OF DRAWING LIST

DOCUMENT 00100
INVITATION TO BID

PART 1 GENERAL

1.1 CONSTRUCTION CONTRACT

- A. Bidders are invited to bid on Construction Contract known as **South Jordan City – 2018 PUBLIC WORKS LOCKERS REMODEL**
- B. The location of the work is in south Jordan City at the following site:

Base Bid

Schedule A: The Work to be performed for this schedule is located at 10996 S Redwood Road, and generally includes the remodeling of the Public Works Locker Rooms, but it is not limited to, Demolition of Current Facilities; Clearing and Removal of Debris; Site Preparation; Structural Construction; Furnishing and Installation of Mechanical Equipment; Furnishing and Installation of Plumbing and Plumbing Fixtures; Furnishing and Installation of Electrical Equipment; Furnishing and Installation of Lighting Fixtures; Design, Furnishing, and Installation of Fire Suppression System; Furnishing and Installation of all FF&E Necessary for a Functional Facility, Quality Control; All Labor, Supplies, Tools, Equipment, Parts, Rentals, Fuels, Utilities, Subcontractors, Suppliers, Mobilization and all other Costs including Overhead and Profit.

Prices are all-inclusive for a completed and functional structure per plan.

OR

Schedule B: The Work to be performed for this schedule includes all the work described on Schedule A with the exception of adding a toilet stall in place of a shower stall.

Prices are all-inclusive for a completed and functional structure per plan.

Alternative Schedules:

Schedule C: The Work to be performed for this schedule generally includes the reconstruction of the fleet's mechanical pit including, but not limited to, Demolition of Current Facilities if Needed; Clearing and Removal of Debris; Site Preparation; Structural Construction including Forming and Concrete Work; Protection of Mechanical and Electrical Equipment; Furnishing and Installation of all Necessary

Materials and Equipment for a Functional Facility, Quality Control; All Labor, Supplies, Tools, Equipment, Parts, Rentals, Fuels, Utilities, Subcontractors, Suppliers, Mobilization and all other Costs including Overhead and Profit.

Prices are all-inclusive for a completed and functional structure per plan.

1.2 BID LOCATION AND OPENING

- A. Bids will be received until the closing date and time as listed on SciQuest. All bids shall be submitted online at SciQuest. It is the sole responsibility of the BIDDER to submit the Bid before the scheduled time. Any questions regarding how to use the SciQuest program, including how to submit a bid, download and upload documents, etc. should be directed to sciquestadmin@utah.gov or call the SciQuest supplier support at: 1-800-233-1121. If you choose to call, please inform SciQuest support that you are registering under the State of Utah's Supplier Portal. .
- B. Information regarding SciQuest can also be found at <http://www.sjc.utah.gov/city-purchasing/>
- C. In order to access the State of Utah's procurements online, you must register as a vendor on the SciQuest website, <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah> If you require assistance during the registration process, you may contact sciquestadmin@utah.gov or call the SciQuest supplier support at: 1-800-233-1121. If you choose to call, please inform SciQuest support that you are registering under the State of Utah's Supplier Portal. Registration, email notifications, and electronic responses for all sourcing events (bids, RFPs, etc.) are free under the State of Utah contract with SciQuest. Registration with the Utah Supplier Portal is limited to procurements conducted by the State of Utah and political subdivisions of the State of Utah.

1.3 BID SECURITY

- A. Bid security in the amount of five (5) percent of the Bid must accompany each Bid in accordance with the Instructions to BIDDERS (Document 00200).

1.4 PRE-BID CONFERENCE

- A. *A non-mandatory pre-bid conference will be held on November 8th, 2018 to walk throughout the building.*

1.5 BASIS OF BIDS

- A. Bids shall be on a unit price basis. Segregated Bids will not be accepted.

1.6 CONTRACT TIME

- A. The work shall be substantially completed ***60 days*** from date of notice to proceed. The Contractor shall include a schedule showing the critical path to complete the project.
- B. The OWNER anticipates that a Notice to Proceed will be given on the following date, but reserves the right to change such date:

Anticipated date of Notice to Proceed: December 1, 2017.

1.7 EXAMINATION AND PROCUREMENT OF DOCUMENT

- A. Complete sets of Contract Documents may be examined and obtained online via SciQuest at <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah> or <http://www.sjc.utah.gov/city-purchasing/>.

1.8 RIGHT TO REJECT BIDS

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

1.9 VALIDITY PERIOD FOR BIDS

- A. Bids shall remain valid for (15) days after the day of Bid opening. Bidders, who withdraw their bid after Bid opening, but before expiration of said period, shall forfeit their bid security if Notice of Intent to Award to the successful Bidder is made by OWNER.

1.10 GOVERNING LAWS AND REGULATIONS

- A. This project is not federally funded and does not require the payment of specific wage rates. Payroll submittal will not be required.
- B. Bidders on this Work will be subject to the applicable provisions of all federal rules, laws and regulations or orders.
- C. In compliance with Americans with Disabilities Act, (ADA) the following information is provided: FAX number 801-253-5235. Contact person: [Burt Merrill, Construction Manager](#).

DOCUMENT 00200 INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 DESCRIPTION OF THE WORK

- A. The Work to be performed consists of furnishing and installing the equipment, facilities, services, and appurtenances thereto as included in the Contract Documents. A general description of the Work is set forth in the Invitation to Bid (Document 00100).

1.2 COPIES OF BID DOCUMENTS

- A. Bidders must use complete sets of Bid Documents in preparing Bids. Complete sets of Contract Documents may be examined and obtained at no charge via SciQuest (<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah> or <http://www.sjc.utah.gov/city-purchasing/>).
- B. Bid Documents are made available to bidders only for the purpose of obtaining Bids on the Work. No license or grant for any other use is given.
- C. Bidding Document copyrights shall remain with either the OWNER or ENGINEER.

1.3 PRE-BID CONFERENCE

- A. If a pre-bid conference is held, the time, place and nature of the conference will be stated in the Invitation to Bid. Representatives of OWNER and ENGINEER will be present to discuss the Project. The OWNER shall not be bound by any statements, representations, conclusions, or assumptions made by any party, whether oral or written, except for written statements that are issued in an Addendum by the ENGINEER to all prospective bidders.

1.4 PHYSICAL CONDITIONS

- A. **In General:** Prior to submitting a Bid, each Bidder is responsible to review all available explorations, tests and data concerning surface conditions, subsurface conditions and Underground Facilities at or contiguous to the site, or otherwise, which may affect cost, progress, performance or furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- B. **Surface and Subsurface Conditions:** Provisions concerning surface and subsurface conditions are the responsibility of the Contractor

- C. **Underground Facilities:** Information and data indicated in the Contract Documents regarding Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities. The OWNER does not assume responsibility for the accuracy or completeness thereof other than as provided in paragraph 4.3A.2 of the General Conditions or unless expressly provided in the Modifications to General Conditions (Document 00810).
- D. **Additional Explorations and Tests:** If feasible as determined by OWNER, the OWNER will provide each Bidder access to the site to conduct any explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall obtain permits, fill all holes, clean up and restore the site to its former condition upon completion of such explorations. By requesting such an exploration or test, Bidder agrees to release, indemnify, defend, and save the OWNER harmless from all costs damages and liabilities and any kind whatsoever, including reasonable attorneys' fees, that may arise in connection with or as a result of the performance of such explorations or tests.

1.5 COMPENSATION AND QUANTITIES

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

1.6 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

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

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

C. **Bidder's Obligations:** In addition to Bidder's other responsibilities and obligations in connection with submitting a Bid, it is the responsibility of the Bidder before submitting a Bid, to:

1. Examine the Contract Documents thoroughly;
2. Visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work;
3. Investigate all applicable construction and labor conditions, quantities, and the character of the Work as they affect cost, progress, performance, or furnishing of the Work;
4. Consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
5. Study and carefully correlate Bidder's observations with the Contract Documents;
6. Attend any pre-bid conference, which shall be mandatory if so designated in the Invitation to Bid;
7. Review all available explorations and data concerning surface and subsurface conditions as set forth in Section 1.4 above; and
8. Identify and notify ENGINEER in writing in the manner set forth in article 2.1 below of all specific conflicts, omissions, errors, or discrepancies in the Contract Documents, or if Bidder doubts their meanings.

The failure or omission of any Bidder to take any of the foregoing actions shall not in any way relieve Bidder of its Bid, or its obligation to furnish all material, equipment, labor and services necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in its Bid. Submission of a Bid shall constitute prima facie evidence of compliance with these instructions.

D. **Deviations from the Terms of the Contract Documents:** OWNER will not accept any deviations whatsoever from the printed terms of the Agreement and the Contract Documents, except by Addendum or Change Order.

1.7 **EFFECT OF SUBMITTING A BID.**

A. Bidders are responsible to carefully examine the Contract Documents, visit the site, and fully inform themselves so as to include in the Bid a sum to cover the cost of all items.

Bidder's failure or omission to receive or examine any form, instrument, addendum or other document, visit the site and become acquainted with existing conditions, or attend any pre-Bid Conference, shall in no way relieve Bidder from any obligations with respect to Bidder's Bid or the Construction Contract.

- B. By submitting a Bid, Bidder represents that Bidder has complied with all requirements of the Bid Documents; that the Bid is premised on properly performing and furnishing the Work required by the Contract Documents within the times specified; that the Bidder is informed of the conditions to be encountered and the character, quality and quantities of the Work; and that the Bidder believes the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- C. Submission of a Bid constitutes a promise that the Bidder will enter the Contract Documents in the form presented in the Contract Documents. Bidders should carefully examine all Contract Documents, including the required Bonds and insurance to be provided by the Bidder.
 - 1. The Performance Bond is a guarantee of faithful performance of the requirements of the Contract Documents, including all applicable warranties. The Payment Bond is a guarantee of payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided in the Construction Documents.
 - 2. The sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the Work in the event that Contract Modifications, Change Orders or Addenda increase or decrease the total contract price. The sum of each bond shall be in an amount equal to the completed contract price at the completion of the Work.
 - 3. OWNER does not provide any release of Performance Bonds or Payment Bonds. The bonds are in effect throughout all periods during which a suit may be brought under the provisions of applicable law.
- D. By submitting a Bid, Bidder represents that the matters stated therein are true and correct.

PART 2 BIDDING PROCEDURES

2.1 INTERPRETATIONS AND ADDENDA

- A. All requests for interpretation of the Contract Documents shall be made in writing via SciQuest no later than seven (7) calendar days prior to opening of Bids. OWNER or ENGINEER will post the written interpretation on SciQuest. If the OWNER or

ENGINEER does not respond to a Bidder's request for interpretation the Bidder shall comply with the intent and terms of the Contract Documents.

- B. No oral interpretations shall be made to any Bidder. The OWNER shall not be responsible for or bound by any statements, interpretations, explanations, representations, conclusions or assumptions made by any party, whether oral or written, except for written statements that are issued in an Addendum by the ENGINEER on SciQuest (<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah> or <http://www.sjc.utah.gov/city-purchasing/>).
- C. Each statement made in an Addendum is part of the Contract Documents at the location designated in the Addendum. A statement issued in an Addendum shall have the effect of modifying a portion of the Bid Documents when the statement in the Addendum specifies a particular section, paragraph or text and states that it is to be so modified. Only the specified section, paragraph or text shall be so modified, and all other portions of the Bid Documents shall remain in effect.
- D. Bidders shall sign to acknowledge their receipt of all Addenda issued. Bidders shall also acknowledge receipt of all Addenda in the space provided in the Bid.
- E. Except to postpone the Bid opening, no Addenda shall be issued within 48 hours of the Bid opening.

2.2 EQUIPMENT AND MATERIAL OPTIONS PRIOR TO BID OPENING

- A. If a Bidder or Supplier wishes to supply a product other than that identified in the Contract Documents, said Bidder or Supplier shall submit a written request for approval to the OWNER or ENGINEER at least ten (10) calendar days prior to the date set for opening of bids.
- B. The procedure for submission of any such product option shall be as set forth in Article 6.4 of the General Conditions. It is the sole responsibility of the Bidder or Supplier to submit complete descriptive and technical information so that OWNER or ENGINEER can make a proper appraisal.
- C. OWNER or ENGINEER's failure to act upon such a request within five (5) days after receipt shall be deemed a denial thereof.
- D. Any such approval is at the sole discretion of the OWNER or ENGINEER and will be in the form of an Addendum issued SciQuest (<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah> or <http://www.sjc.utah.gov/city-purchasing/>) indicating that the additional equipment or materials are approved as equal to those specified for the Project.

- E. The Construction Contract, if awarded, will be on the basis of materials and equipment specified in the Drawings and Specifications and any changes permitted in any Addenda.

2.3 BID SECURITY

- A. **Amount of Bid Security:** A Bid Security must accompany each Bid. The total amount of the Bid on which Bid security is to be based shall be the sum of all items of the Bid constituting the maximum amount of the possible award to the Bidder. The Bid Security amount must equal at least five (5) percent of the total amount of the Bid.
- B. **Form of Bid Security:** The Bid Security may be in the form of a certified check, cashier's check, cash, or Bid Bond. No other form of Bid Security will be accepted. A Bid Bond must be issued by a licensed Utah agency on behalf of a surety company licensed to do business in the State of Utah. A cashier's check must be drawn on a bank doing business in the State of Utah and made payable to OWNER. If a cashier's check is used in lieu of a Bid Bond, or if the Bid Bond does not specifically so provide, a certificate from an approved surety company guaranteeing execution of performance and payment bonds in the full amount of the bid must accompany the bid. Bidders should attach a scanned copy of their Bid Bond to their bid package. Bidders who will not be submitting a Bid Bond should contact Engineer via e-mail at apaz@sjc.utah.gov for instructions on submitting the required security. Bidders are responsible for submitting the required Bid Securities prior to the bid opening.
- C. **Purpose of Submission.** By submitting a Bid Bond Bidder assures OWNER it will take all steps necessary to properly execute the Contract Documents.
- D. **Return of Bid Security:** OWNER will return Bid securities to Bidder within 7 days after award of the Construction Contract. Bid Bonds and cashier's checks of all Bidders will be held until the Construction Contract is awarded or all bids have been rejected. The liability of OWNER in regards to the checks shall be limited only to the return of the checks.
- E. **Default:** In the event of failure or refusal of the Bidder to enter into the Construction Contract and the delivery to the OWNER a Performance Bond, Payment Bond and any other Bonds or documents required by the Contract Documents after Notice of Intent to Award by the OWNER, the Bidder forfeits the sum of the Bid Bond or cashier's check as liquidated damages to the OWNER.

2.4 COMPLETING BID DOCUMENTS

- A. The General Conditions identify all forms comprising the Bid Documents. Additional copies may be obtained from the ENGINEER. The Bidder shall make no stipulations or alterations on the Bid forms. The Bidder must use and execute only the Bid form and Bid Schedules bound in the Contract Documents. The complete Contract Documents (excluding the Drawings) should be submitted as the Bidder's Bid, and Bidder shall complete and submit all forms included in the Bid Form, Document No. 00400.

- B. The Bidder must fill in all items in the Bid form in ink or by typewriter. If applicable, furnish both the unit and total costs for each item. The total Bid price is the full price for the performance of all Work under the Contract Documents. Bidder shall initial in ink any corrections, interlineations, alterations, or erasures made by the Bidder on Bidder's entries in the Bid Documents.
- C. Any work or material which is specified in the Contract Documents or which is necessary because of the nature of the Work, but which is not listed separately in the Bid Schedule shall not be measured or paid for separately. The cost of such work or material shall be considered as included in the Contract Price.
- D. Bids by corporations must be executed in the corporate name by a corporate officer authorized to sign, and must be properly attested to as an official act of the corporation. At the OWNER's request, authority to sign shall be submitted.
- E. Bids by partnerships or joint ventures must be executed in the partnership or joint venture name and signed by a partner or joint venture whose title and official address must be shown. If a partnership or joint venture is the low bidder, the partnership or joint venture must also submit evidence to the OWNER of the responsibility of the partnership or joint venture as a bidder in the manner directed by the ENGINEER.
- F. Where the Bidder is wholly owned subsidiary of another company, the Bid must so state, and the owner or parent corporation also must agree to sign and be bound with the Bidder.
- G. All names must be typed or printed under or near the signature. Signatures shall be in longhand.
- H. The Bid shall contain an acknowledgment of receipt of all Addenda. The Addenda numbers must be filled in on the Bid form.
- I. The Bidder's address, telephone number, and facsimile number for communications regarding the Bid must be shown on the first page of the Bid form.
- J. The divisions and sections of the specifications, and the identifications of any Drawings, shall not control Bidder in dividing the Work among subcontractors or suppliers, or delineating the Work to be performed by any specific trade.
- K. The base Bid and alternates shall include all Work required to be performed by the Contract Documents.

2.5 **CONFLICT OF INTEREST, SUBCONTRACTORS**

- A. Conflict of interest pertaining to Subcontractors is described in paragraph 6.5H of the General Conditions.

- B. Bidder shall not subcontract more than 50 percent of the dollar value of the total contemplated Work (exclusive of the supply of materials and equipment to be incorporated in the Work) without OWNER's prior written approval.

2.6 SUBMISSION OF BIDS

- A. Bids shall be submitted on or before the time indicated in the invitation to bid. All responses and necessary documents shall be submitted online via SciQuest. Any questions regarding how to use the SciQuest program, including how to submit a bid, download and upload documents, etc. should be directed to SciQuest Support sciquestadmin@utah.gov or call the SciQuest supplier support at: 1-800-233-1121. If you choose to call, please inform SciQuest support that you are registering under the State of Utah's Supplier Portal.
- B. The complete Contract Documents must be submitted with the Bid. Bidder will make no recapitulations, stipulations, alterations, alternate submissions, or modifications in any manner to any of the Contract Documents.
- C. Bidder must submit a Bid by completing all of the Bid Form documents, which are:
 - 1. Document 00400 Bid
 - 2. Document 00410 Bid Schedule

Above documents must be uploaded to SciQuest (<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah> or <http://www.sjc.utah.gov/city-purchasing/>) as part of the electronic bid.

- D. Alternate bids, other than those called for in the Bid form, will not be considered.
- E. No oral, telegraphic, telephonic, facsimile or modified bids will be considered.

2.7 MODIFICATION AND WITHDRAWAL OF BIDS

- A. At any time prior to the opening of Bids, Bidder may modify or withdraw bid online via SciQuest (<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah> or <http://www.sjc.utah.gov/city-purchasing/>).
- B. Within 24 hours after Bids are opened, any Bidder may file written notice with OWNER that there was a substantial mistake made in the preparation of its Bid. Bidder must thereafter promptly demonstrate Bidder's mistake. The OWNER has sole discretion to determine whether to permit any modification or withdrawal or the return of any Bid Security.
- C. When it appears a mistake has been made, or when the OWNER desires an assurance of any matter, the OWNER may request a Bidder to confirm the Bid in writing.

2.8 BIDS SUBJECT TO ACCEPTANCE FOR 15 DAYS

- A All bids remain subject to acceptance for **15** days after the day of the Bid opening. OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

PART 3 EVALUATION AND AWARD

3.1 SUBMITTALS REQUIRED FOR EVALUATION

- A. After Bid opening, the Bidder, whose Bid is under consideration, must submit the following at the times specified:
1. **Bidder Status Report:** Document 00452. One completed form shall be submitted after Bidder receives Notice of Intent to Award.
 2. **Subcontractor and Supplier Report:** Document 00453. The Bidder shall submit this report form within 24 hours of ENGINEER's request.

3.2 EVALUATION OF BIDDER'S QUALIFICATIONS

- A. Within seven (7) calendar days of OWNER's or ENGINEER's request, a Bidder, whose Bid is under consideration for award shall submit to the OWNER or ENGINEER the following information for the Bidder. OWNER or ENGINEER may request like information on Bidder's Subcontractors, Bidder's Suppliers or any other information the OWNER or ENGINEER may require.
1. A current financial statement for the Work (as provided to bonding company);
 2. A chronological list of "in progress" and "completed" construction work done by Bidder during the last 3 years; including project name, address, owner, contract name, and current telephone number;
 3. Present construction commitments other than items listed in paragraph 2 above;
 4. Proposed organizational structure such as firm ownership, project manager, progress scheduler, and superintendent for the Work of this Project;
 5. Owned and rented equipment which is to be used to do the Work;
 6. Investigations, arbitration, litigation or claims which are pending, threatened, settled or otherwise disposed of within the last three (3) years;

7. Evidence of ability to perform and complete the Work in a manner and within the time limit specified. As a minimum, identify specific experience on projects similar to the Work in physical size, cost, and commercial nature. If the work experiences of the project manager and superintendent designated to construct this project are different than that of the company, provide resumes of their work history. Include their actual project titles and indicate their actual responsibilities on each given project.
 8. All matters consistent with federal, state and local Laws and Regulations; and
 9. Such other data as may be called by the OWNER or ENGINEER.
- B. All bids are subject to the Government Records Access and Management Act (GRAMA) Utah Code Ann., Subsection § 63G-2-101 et seq.
 - C. If Bidder believes any information should be held confidential for business reasons, Bidder must submit a written claim of business confidentiality for that particular information and include a specific statement of the reasons supporting the claim pursuant to Utah Code Ann. § 63G-2-305(2)(c).
 - D. Untimely response or failure to provide the requested information by Bidder will release OWNER of any obligation to further consider the Bidder's Bid.

3.3 EVALUATION OF BIDS

- A. **OWNER reserves the right: to reject any and all Bids or any part thereof; to waive any informalities in the Bid Schedule(s) and elsewhere; to negotiate and agree to contract terms with the successful Bidder; to disregard non-conforming, non-responsive, unbalanced or conditional Bids; and to withhold the award for any reason deemed in the best interests of the OWNER, as solely determined by OWNER.**
- B. **OWNER reserves the right to reject any Bid if OWNER believes that it would not be in the best interest of the Project or the OWNER. Without limitation, such rejection may be because the Bid is not responsive, or the Bidder is unqualified or of doubtful ability or the Bid or Bidder fails to meet any other pertinent standard or criteria established by OWNER, as solely determined by OWNER.**
- C. If the OWNER intends to make an award to a Bidder, a Notice of Intent to Award will be issued.
- D. OWNER may consider all information which OWNER believes is relevant when evaluating a Bid, including, without limitation:

1. The qualifications and experience of the Bidder and of the Subcontractors, Suppliers, and other persons and organizations proposed (whether or not the Bid otherwise complies with the prescribed requirements).
 2. Such alternates, unit prices and other data, as may be requested in the Bid Form, Bid Schedule, or written requests issued prior to OWNER's Notice of Intent to Award the Construction Contract.
 3. Operating costs, maintenance requirements, performance data, and guarantees of ability to provide the required materials and equipment.
 4. Corporate organization and capacity for any party.
 5. Ability to perform and complete the Work in the manner and within the time specified.
 6. Pending litigation.
 7. The amount of the Bid.
 8. Proper licensing to do the Work in compliance with licensing laws of the State of Utah for contractors and subcontractors.
 9. All other relevant matters, consistent with OWNER's procurement code and administrative rules, OWNER's ordinances and program policies.
- E. To establish qualifications of Bidder, OWNER may request such data indicated in the Bid Documents, conduct such investigations as OWNER deems appropriate, and consider any other information (whether obtained from the Bid, the Bidder, or any other source).
- F. If the Construction Contract is to be awarded, it will be awarded to the most responsive, qualified, and responsible Bidder as determined by the OWNER. Alternates may be accepted depending upon availability of OWNER's funds and as determined by the OWNER. Accepted alternates will be considered in determining the most responsive, qualified, and responsible Bidder.
- G. Bid Schedules will be evaluated as follows:
1. Discrepancies in the multiplication of quantities of Work items and unit prices will be resolved in favor of the unit prices. OWNER may correct Bid Schedule calculation errors accordingly.
 2. Prices written out in words shall govern over prices written out in numbers.

3. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
 4. Bids shall not contain any recapitulations of or changes in the work to be done.
- H. The OWNER, in the OWNER's sole discretion, shall make determinations as to disqualification of Bidders or rejection of Bids. Such matters may include, without limitation, submission of more than one Bid by the Bidder (whether under the same or different names); evidence of collusion among Bidders; other commitments of Bidder which, in the OWNER's sole judgment, might hinder the Work; previous defaults, Bid irregularities when not waived in the best interests of the OWNER, delays or poor performance by Bidder on any project; official action against Bidder; and any other cause which, in the OWNER's sole discretion and judgment, is sufficient to justify disqualification of a Bidder or rejection of a Bid.

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

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

3.5 **SUBSTITUTIONS**

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

3.6 **SUBMITTALS REQUIRED FOR AWARD OF CONTRACT**

- A. **Performance and Payment Bonds:** The OWNER's requirements as to performance and payment Bonds are as set forth in the Modifications to General Conditions (Document 00810). Specific requirements are set forth in the Performance Bond (Document 00610) and the Payment Bond (Document 00620).
 1. The form of the Bonds should be carefully examined by the Bidder.
 2. When the successful Bidder delivers the executed Construction Contract to OWNER, it must be accompanied by the required Performance and Payment Bonds.

- B. **Other Information:** When a determination has been made to award the Construction Contract, Bidder is required, prior to the award or after the award, or both, to furnish such other information as the ENGINEER requests.

3.7 SIGNING OF AGREEMENT

- A. Within 10 days after OWNER gives Notice of Intent to Award the Construction Contract to the successful Bidder, the Bidder shall pick up, sign and return to OWNER, the required number of copies of the Construction Contract, bonds and insurance. A minimum of two (2) originals will be signed and returned to the OWNER. One executed original will be returned to the Bidder. Bidder shall comply with all execution requirements.
- B. All of Bidder's executions and submittals must be delivered to the OWNER before OWNER will execute the Construction Contract. The Construction Contract will not be deemed awarded and shall not be binding on the OWNER until it has been approved and executed by the OWNER, and a fully executed copy is formally delivered to the CONTRACTOR. The OWNER reserves the right to rescind its Notice of Intent to Award without liability, except for the return of Bidder's Bid Security, at any time before the Construction Contract has been fully executed by all parties and delivered to the CONTRACTOR.
- C. Transfers, delegations or assignments of interests in the Contract Documents are prohibited, unless prior written authorization is received from the OWNER.
 - A. At the time of Bidding, and the signing of the Agreement, and at all times during the Work, Bidder shall be properly licensed to do the Work and shall be in compliance with the license laws of the State of Utah, **South Jordan City**, and Salt Lake County. The Bidder shall also require all Subcontractors to do the same.
- D. If a Bidder fails to fully and properly execute the Construction Contract and provide all submittals required therewith within ten (10) days after the date of the Notice of Intent to Award, the OWNER may elect to rescind the Notice of Intent to Award, and the OWNER shall be entitled to the full amount of Bidder's Bid Security, not as a penalty, but in liquidation of and compensation for damages sustained. In the OWNER's sole discretion, a Notice of Intent to Award may then be provided to another bidder whose Bid is most advantageous to the OWNER, price and other factors considered.

3.8 CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify", only applies to contracts for the physical performance of services within the state.

A. Status Verification System

- 1. Each offeror and each person signing on behalf of any offeror certifies as to its own

entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.

2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The City will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

B. Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the City and its officers, employees, agents, representatives and anyone that the City may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the City shall only be required to indemnify the City for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the City in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

END OF DOCUMENT

DOCUMENT 00220 MODIFICATIONS TO INSTRUCTIONS TO BIDDERS

This document changes provisions in the Instructions to Bidders (Document 00200). All other provisions of the Instructions to Bidders document remain in full force and effect.

Add the following paragraph to article 1.1

1.1 DESCRIPTION OF THE WORK

- A. General Conditions: as published in Document 00 72 00 in the Manual of Standard Specifications, 2012 Edition by the Utah Chapter of the American Public Works Association.

Add the following paragraph to article 1.2

1.2 COPIES OF BID DOCUMENTS

- A. All provisions of the Manual of Standard Specifications, 2012 Edition published by the Utah Chapter of the American Public Works Association that are applicable to the Work are hereby made a part of the Contract Documents by reference. The publications may be purchased separately from the Utah Technology Transfer Center, Utah State University 8205 Old Main Hill, Logan UT 84322-8205.

Add the following paragraph to article 2.5.

2.5 CONFLICT OF INTEREST, SUBCONTRACTORS

- A The following firms have been under contract to the OWNER in the design phase of the Work. They shall not be used as subcontractors by the CONTRACTOR.

1. Not Applicable

END OF DOCUMENT

DOCUMENT 00400
BID

PART 1 GENERAL

2.0 BID PROPOSAL

- A. After having personally and carefully examined all conditions surrounding the Work and the Contract Documents, the undersigned proposes to furnish all labor, equipment, tools and machinery and to furnish and deliver all materials not specifically mentioned as being furnished by the OWNER, which is required in and about the construction of the Construction Contract known as

South Jordan City
2018 PUBLIC WORKS LOCKERS REMODEL

- B. The undersigned proposes to complete the Work for the price or prices listed in the Bid Schedule (Document 00410) and understands that quantities for Unit Price Work are not guaranteed.
- C. The undersigned proposes to furnish bonds with the Contract, signed by a surety company satisfactory to the OWNER, in an amount equal to the Contract amount conditioned to insure compliance with all requirements of the Contract Documents.
- A. The undersigned encloses a certified check, cashier's check, cash or a Bid Bond for _____ Dollars (\$ _____) which is (five (5) percent of the Bid amount) payable to the OWNER, as a guarantee of good faith, and which it is agreed will be forfeited to the OWNER as liquidated damages in the event of the failure of the undersigned to enter into a contract and furnish satisfactory bonds to the OWNER.
- D. The undersigned proposes to execute the attached contract within ten (10) days after the Notice of Intention to Award, and to begin work within ten (10) days after being notified to do so by the OWNER.
- E. If OWNER finds it necessary to further define the Work, Contract Price, Contract Time, or some other portion of the Construction Contract, after Bid opening, the BIDDER promises to execute an Agreement Supplement prior to or concurrent with the execution of the Agreement, if the Agreement Supplement is acceptable to the BIDDER.
- F. It is understood that the OWNER has the right to reject this proposal or to accept it, or any portion therein, at the prices listed in the Bid Schedule.

PART 2 EXECUTION

2.1 BIDDER

A. The Bidder is as follows

Name: _____

Address: _____

Telephone number: _____

Facsimile number: _____

Tax identification number: _____

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

The undersigned hereby acknowledges receipt of the following Addenda.

(List Addenda numbers here)

2.2 BIDDER'S SUBSCRIPTION

A. Date: _____

B. Bidder's Signature: _____

C. Please print Bidder's name here: _____

A. Title: _____

END OF DOCUMENT

DOCUMENT 00410
BID SCHEDULE

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

- A. Price schedule(s).
- B. Measurement and payment provisions.

1.2 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

South Jordan City
2018 PUBLIC WORKS LOCKERS REMODEL

1.3 REFERENCES

- A. APWA 01 29 00: Payment Procedures.
- B. Document 00500: Agreement.
- C. Section 01 23 00: Product Options and Substitutions.

1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT

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

1.5 MINIMUM QUALIFICATION

- A. In submitting this bid, BIDDER acknowledges that their company must meet the following minimum qualifications.
 - 1. Upon request by ENGINEER, BIDDER must show that the company has been in existence and operating under the same name for (4) Four years.
 - 2. Upon Request by ENGINEER, BIDDER must provide references for a minimum of (3) three projects where BIDDER functioned as general contractor. Projects must be similar in size and complexity to this project.
 - 3. The above qualifications may be scanned and uploaded on SciQuest (<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah> or <http://www.sjc.utah.gov/city-purchasing/>) as part of the electronic bid.

PART 2 PRICE SCHEDULES

2.1 BID

A. Location: The Base Bid and Alternative Bid covers work at the following sites:

Base Bid

Schedule A: The Work to be performed for this schedule is located at 10996 S Redwood Road, and generally includes the remodeling of the Public Works Locker Rooms, but it is not limited to, Demolition of Current Facilities; Clearing and Removal of Debris; Site Preparation; Structural Construction; Furnishing and Installation of Mechanical Equipment; Furnishing and Installation of Plumbing and Plumbing Fixtures; Furnishing and Installation of Electrical Equipment; Furnishing and Installation of Lighting Fixtures; Design, Furnishing, and Installation of Fire Suppression System; Furnishing and Installation of all FF&E Necessary for a Functional Facility, Quality Control; All Labor, Supplies, Tools, Equipment, Parts, Rentals, Fuels, Utilities, Subcontractors, Suppliers, Mobilization and all other Costs including Overhead and Profit.

Prices are all-inclusive for a completed and functional structure per plan.

OR

Schedule B: The Work to be performed for this schedule includes all the work described on Schedule A with the exception of adding a toilet stall in place of a shower stall.

Prices are all-inclusive for a completed and functional structure per plan.

Alternative Schedules:

Schedule C: The Work to be performed for this schedule generally includes the reconstruction of the fleet's mechanical pit including, but not limited to, Demolition of Current Facilities if Needed; Clearing and Removal of Debris; Site Preparation; Structural Construction including Forming and Concrete Work; Protection of Mechanical and Electrical Equipment; Furnishing and Installation of all Necessary Materials and Equipment for a Functional Facility, Quality Control; All Labor, Supplies, Tools, Equipment, Parts, Rentals, Fuels, Utilities, Subcontractors, Suppliers, Mobilization and all other Costs including Overhead and Profit.

Prices are all-inclusive for a completed and functional structure per plan.

B. Base Bid: The following schedules constitute the base bid.

Schedule A: 2018 Public Works Lockers Remodel

Item No.	Item	Unit	Estimated Quantity	Total Estimated Price
A-1	Public Works Lockers Remodeling	LUMP	1	\$

SCHEDULE A TOTAL = \$ _____

OR

Schedule B: 2018 Public Works Lockers Remodel w/Toilet Stall

Item No.	Item	Unit	Estimated Quantity	Total Estimated Price
B-1	Public Works Lockers Remodeling – Modified (w/Toilet Stall instead of Shower Stall)	LUMP	1	\$

SCHEDULE B TOTAL = \$ _____

Bid Alternative 1 – Schedule C: Mechanical Fleet Pit

Item No.	Item	Unit	Estimated Quantity	Total Estimated Price
C-1	Mechanical Fleet Pit	LUMP	1	\$

SCHEDULE C TOTAL = \$ _____

PART 3 MEASUREMENT AND PAYMENT

3.1.0 GENERAL

- A. Units of measurement are listed above in the price schedule(s).
- B. Measurement and payment procedures follow APWA Section 01290.
- C. OWNER or ENGINEER will take all measurements and compute all quantities.
- D. CONTRACTOR shall verify measurement and quantities.
- E. CONTRACTOR shall provide all equipment, workers, and survey crews to assist ENGINEER in making measurements.
- G. All incidental items necessary to perform the work according to the APWA Standard Specifications, Construction Drawings, Standard Details, Project Details, Special Provisions, Project Specific Notes, and General Notes shall be included in the CONTRACTOR'S bid with the closest related item.

3.2.0 SCHEDULE A BID ITEMS –

3.2.1 PUBLIC WORKS LOCKERS REMODELING, Bid Item No. A-1

- A. Measurement shall be Lump Sum.
- B. Payment shall be full compensation to CONTRACTOR for all preparatory operations for the project, including, but not limited to those items necessary for the project site: acquisition and payment of all permits; furnishing construction power; furnishing, erection, and maintenance of construction signs; mobilization and demobilization; furnishing all necessary construction equipment to the construction site; installation of temporary facilities; and for all costs associated with the project.
- C. Payment shall be full compensation to CONTRACTOR for a complete and functional structure per plan including all structural construction; demolition of current facilities and disposal of waste material; furnishing and installation of mechanical equipment; furnishing and installation of plumbing and plumbing fixtures; furnishing and installation of electrical equipment; furnishing and installation of lighting fixtures; furnishing and installation of all FF&E, quality control; all labor, supplies, tools, equipment, parts, rentals, fuels, utilities, subcontractors, suppliers, and all other costs including overhead and profit.
- D. Payment includes the design, furnishing, and installation of the fire suppression system required on the new facility. The CONTRACTOR shall make sure that the design and appurtenances meet code.
- E. Payment includes any services that have been omitted from this specification that are clearly necessary for completing the work shall be considered a requirement although not directly specified or called for in this description; therefore, the prices

shall be all-inclusive for completed and functional areas which shall also comply with all local, city, state, and federal standards, codes and specifications.

3.3.0 SCHEDULE B BID ITEMS –

3.3.1 PUBLIC WORKS LOCKERS REMODELING - MODIFIED, Bid Item No. B-1

- A. Measurement shall be Lump Sum.
- B. Payment shall be full compensation to CONTRACTOR for all preparatory operations for the project, including, but not limited to those items necessary for the project site: acquisition and payment of all permits; furnishing construction power; furnishing, erection, and maintenance of construction signs; mobilization and demobilization; furnishing all necessary construction equipment to the construction site; installation of temporary facilities; and for all costs associated with the project.
- C. Payment includes all the work necessary to include a toilet stall in place of a shower stall as shown on construction plans.
- D. Payment shall be full compensation to CONTRACTOR for a complete and functional structure per plan including all structural construction; demolition of current facilities and disposal of waste material; furnishing and installation of mechanical equipment; furnishing and installation of plumbing and plumbing fixtures; furnishing and installation of electrical equipment; furnishing and installation of lighting fixtures; furnishing and installation of all FF&E, quality control; all labor, supplies, tools, equipment, parts, rentals, fuels, utilities, subcontractors, suppliers, and all other costs including overhead and profit.
- E. Payment includes the design, furnishing, and installation of the fire suppression system required on the new facility. The CONTRACTOR shall make sure that the design and appurtenances meet code.
- F. Payment includes any services that have been omitted from this specification that are clearly necessary for completing the work shall be considered a requirement although not directly specified or called for in this description; therefore, the prices shall be all-inclusive for completed and functional areas which shall also comply with all local, city, state, and federal standards, codes and specifications.

3.4.0 BID ALTERNATIVE 1- BID SCHEDULE C BID ITEMS –

3.4.1 MECHANICAL FLEET PIT, Bid Item No. C-1

- A. Measurement shall be Lump Sum.
- B. Payment shall be full compensation to CONTRACTOR for all preparatory operations for the project, including, but not limited to those items necessary for the project site: acquisition and payment of all permits; furnishing of construction power; furnishing, erection, and maintenance of construction safety signs; furnishing all necessary construction equipment to the construction site; installation

of temporary facilities; mobilization and demobilization; and all costs associated with the project.

- C. Payment shall be full compensation to CONTRACTOR for a complete and functional mechanical pit including, but not limited to, the structural reconstruction of the mechanical pit; demolition of facilities as needed and disposal of waste material; structural construction including forming, concrete work, and rebar; protection of existing mechanical and electrical equipment; furnishing and installation of lighting fixtures as needed; furnishing and installation of all necessary material and equipment for a fully functional and safe structure.
- D. Payment also includes quality control; all labor, supplies, tools, equipment, parts, rentals, fuels, utilities, subcontractors, suppliers, and all other costs including overhead and profit.
- E. Payment includes any services that have been omitted from this specification that are clearly necessary for completing the work shall be considered a requirement although not directly specified or called for in this description; therefore, the prices shall be all-inclusive for completed and functional areas which shall also comply with all local, city, state, and federal standards, codes and specifications.

END OF DOCUMENT

DOCUMENT 00452
BIDDER STATUS REPORT

PART 1 GENERAL

1.1 BIDDER

A. Name: _____

B. Address: _____

C. Telephone number: _____

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as:

South Jordan City
2018 PUBLIC WORKS LOCKERS REMODEL

PART 2 REPORT

2.1 BIDDER STATUS REPORT

A. Bidder affirms the following information is true and correct.

1. Number of employees: _____

2. Bidder's firm is: (check the following as applicable)

Independently owned and operated.

An affiliate of*

A subsidiary of*

A division of*

A business with gross revenue in excess of \$ _____

A business with gross revenue below \$ _____

* PARENT COMPANY:

Name: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

PART 3 EXECUTION

3.1 EFFECTIVE DATE

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

3.2 BIDDER'S SUBSCRIPTION

A. Bidder's Signature: _____

B. Please print Bidder's name here: _____

C. Title: _____

END OF DOCUMENT

DOCUMENT 00453
SUBCONTRACTOR AND SUPPLIER REPORT

PART 1 GENERAL

1.1 BIDDER

A. Name: _____

Address: _____

B. Telephone Number: _____

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as:

South Jordan City
2018 PUBLIC WORKS LOCKERS REMODEL

PART 2 REPORT

2.1 SUBCONTRACTOR AND SUPPLIER REPORT

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

Table 1 - BASE BID

SUBCONTRACTORS		
Name and Address	Nature and Extent of Work to be Sublet	Amount
1.		
2.		
3.		
SUPPLIERS		
Name and Address	Nature and Extent of Work to be Sublet	Amount
1.		
2.		
3.		
4.		

PART 3 EXECUTION

3.1 EFFECTIVE DATE

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

3.2 BIDDER'S SUBSCRIPTION

A. Bidder's signature: _____

B. Please print Bidder's name here: _____

C. Title: _____

END OF DOCUMENT

CONTRACTOR'S PROJECT REFERENCE FORM

Identify representative construction projects similar to that being bid, completed by your organization within the past 5 years.

1. Project Name _____
Client _____
Contact Name _____ Phone _____
Total Contract Construction Costs \$ _____
Total # of Change Orders _____ Amount \$ _____
General Description of Project _____

2. Project Name _____
Client _____
Contact Name _____ Phone _____
Total Contract Construction Costs \$ _____
Total # of Change Orders _____ Amount \$ _____
General Description of Project _____

3. Project Name _____
Client _____
Contact Name _____ Phone _____
Total Contract Construction Costs \$ _____
Total # of Change Orders _____ Amount \$ _____
General Description of Project _____

4. Project Name _____
Client _____
Contact Name _____ Phone _____
Total Contract Construction Costs \$ _____
Total # of Change Orders _____ Amount \$ _____
General Description of Project _____

DOCUMENT 00500 AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: _____
- B. Address: _____
- C. City, State, Zip: _____
- D. Telephone: _____
- E. Facsimile: _____

1.2 OWNER

- A. OWNER: **South Jordan City**, a Utah municipal corporation, located at 1600 West Towne Center Drive, South Jordan City, Utah 84095.

1.3 CONSTRUCTION PROJECT

- A. Project Name: South Jordan City
2018 STAIRS IMPROVEMENTS – ELK RIM ROAD & LENNOX CIRCLE

1.4 PROJECT MANAGER

- A. Ana M. Paz, Associate Engineer, is the OWNER'S representative and agent for this Construction Contract who has the rights, authority and duties assigned to the PROJECT MANAGER in the Contract Documents.

1.5 CONTRACT DOCUMENTS

- A. The Contractor agrees to perform the work pursuant to the contract documents which include; the Bid Documents, Agreement, Agreement Supplement, General Conditions, Supplementary Conditions, Specifications, Standard Specifications, Drawings, Standard Plans together with all Modifications issued pursuant to

Article 3.3 of the General Conditions of the Manual of Standard Specifications, 2012 Edition, published by Utah T2 Center, copyright Utah Chapter APWA.

- B. All provisions of the Manual of Standard Specifications, 2012 Edition and Manual of Standard Plan, 2012 Edition both published by the Utah Chapter of American Public Works Association are hereby made a part of the Contract Documents by reference. The publications may be purchased separately from the Utah Technology Transfer Center, Utah State University 8205 Old Main Hill, Logan UT 84322-8205.
- C. Any conflicts, between the special provisions (technical specifications), drawings and other provisions or documents contained in these Contract Documents versus provisions contained in the Manual of Standard Specifications, 2012 Edition and Manual of Standard Plan, 2012 Edition published by the Utah Chapter of the American Public Works Association, shall be resolved in favor of the special provisions (technical specifications), drawing, and other provisions contained in these Contract Documents.
- D. All references to “General Conditions” or “Standard General Conditions” are to Section 00 72 00 of the Manual of Standard Specifications, 2012 Edition published by the Utah Chapter of the American Public Works Association.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees and all charges, expenses or assessments of whatever kind or character.
- B. The Schedules of Prices awarded from the Bid Schedule are as follows:
 - 1. Base Bid: Schedule A
- C. An Agreement Supplement (Document 00505) *is not* attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price is: _____ dollars and _____ cents.

2.2 CONTRACT TIME

- A. The work shall be substantially completed **60 days** from date of notice to proceed.

- B. The OWNER anticipates that a Notice to Proceed will be given on the following date, but reserves the right to change such date:

Anticipated date of Notice to Proceed: December 1, 2018.

2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within *fifteen (15)* days after the date CONTRACTOR receives PROJECT MANAGER'S Final Inspection Punch List unless exemptions of specific items are granted by PROJECT MANAGER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER'S rights under this Agreement.

2.4 LIQUIDATED DAMAGES

- A. **Late Completion:** Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions (Document 00 72 00). CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific final loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.
1. Late Contract Time Completion: Five Hundred Dollars (\$500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.
 2. Late Punch List Time Completion: 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time.
- B. **Work Sequence Completion:** Time is the essence of sequenced work. If a work sequence is specified, then for each day or part thereof that exceeds the specified time and until PROJECT MANAGER determines such work sequence is Substantially Complete, the CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

- C. **Survey Monuments:** No land survey monument shall be disturbed or removed until PROJECT MANAGER has been properly notified and the PROJECT MANAGER'S surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance, it is difficult to determine the damages from such a disturbance. The parties also agree that CONTRACTOR will pay as liquidated damages the sum of one thousand dollars (\$1,000.00) to cover such damage and expense.
- D. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the PROJECT MANAGER'S prior written approval. OWNER and CONTRACTOR agree that in the event damages stipulated above shall not be deemed to be a limitation upon OWNER'S right to recover the full amount of such damages. Because of the difficulty in determining the OWNER'S damages resulting from an unapproved interruption, the parties agree payment of the following liquidated damages to OWNER on a per day basis does not relieve CONTRACTOR from any liability for such a utility interruption to third parties.

Utility	Maximum Interruption of Service	Liquidated Damages for each Day or Part Thereof.
Water	12 Hours	\$1000 / day
Power	24 Hours	\$1000 / day
Sanitary Sewer	24 Hours	\$1000 / day

In the event that any third party successfully makes a claim against OWNER for such interruption, CONTRACTOR shall be responsible for payment of claims.

- E. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money that may be due or become due the CONTRACTOR. The extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

2.5 RETAINAGE

- A. **Retainage is OWNER'S Option:** OWNER may, in its sole discretion, retain **five percent (5%)** of the value of all Work done and materials or equipment supplied as part security for the fulfillment of the Construction Contract by the CONTRACTOR. If, in PROJECT MANAGER'S opinion, the Work is proceeding in accordance with CONTRACTOR'S approved progress schedule, and all progress schedule submittals are current and up to date, and all required

payrolls, shop drawings, and miscellaneous submittals are current and up to date, the OWNER may choose not to withhold retainage.

1. **Amount to be Retained:** If at any time after 50% of the Work has been completed, and \$50,000 or more has been retained, OWNER may make any of the remaining progress payments in full, if, in the OWNER'S sole discretion, the Work is progressing satisfactorily. OWNER may pay monthly to the CONTRACTOR while carrying on the Work, the balance not retained as aforesaid, after deducting there from all previous payments and all sums to be kept or retained under the provisions of the Construction Contract. No such estimate of payment shall be required to be made when, in judgment of the PROJECT MANAGER, the Work is not proceeding in accordance with the Contract Documents or when in PROJECT MANAGER'S judgment the total value of the Work done since the last estimate amounts to less than three hundred dollars (\$300.00). No such estimate or payment shall be construed to be an acceptance of any defective or improper Work or materials.
 2. **Reducing the Retainage:** As the Work nears completion and solely at the PROJECT MANAGER'S discretion, the OWNER may reduce the retainage to an amount more in line with the Work actually remaining.
 3. **Retainage Held Until Final Payment:** The OWNER reserves the right to retain all amounts previously withheld or due the CONTRACTOR, including liquidated damages, until all Punch List items are complete. However, at PROJECT MANAGER'S sole option, PROJECT MANAGER may authorize the release of up to all retained amounts except any liquidated damages and double PROJECT MANAGER'S best estimate of the CONTRACTOR'S cost to complete all remaining Punch List items.
- B. **Interest:** Except when CONTRACTOR is required to submit a Waiver of Interest Affidavit and except for money retained for items not provided or installed in accordance with the Contract Documents, any money retained by the OWNER will be placed in an interest bearing account accruing at a rate of .5% below the state pool rate held by the OWNER as of the date such money would have otherwise been payable. The interest accrued thereon will be due and payable to the CONTRACTOR within 30 days after the retained monies are paid.

2.6 PAYMENT PROCEDURES

- A. **Progress Payments:** CONTRACTOR shall submit Applications for Payment in accordance with Part 14 of the General Conditions (Document 00 72 00). Payment shall not become due or payable for any contract item not provided or installed by CONTRACTOR.

1. **Withholding Payment**: OWNER reserves the right to withhold payment from CONTRACTOR for non-compliance with any provision of the Contract Documents.
 2. **Price Adjustments**: OWNER will consider making partial payment to the CONTRACTOR for certain non-conforming work in advance of any negotiated settlement reached between the CONTRACTOR and the OWNER, provided the CONTRACTOR requests in writing that this be done. CONTRACTOR agrees that any such payments made by the OWNER are "payments in advance" and that any money that becomes due when the final settlement is negotiated will not constitute payments "withheld" or "retained" under State Law.
- B. **Final Payment**: After completion of all Work and Punch List items, OWNER shall pay the Contract Price due after deducting there from all previous payments, unit price quantity adjustments, penalties, liquidated damages, and other amounts to be retained. All prior progress payments shall be subject to correction in the final payment. The final payment shall not be due and payable until the expiration of 30 days from approval of the request for final payment of CONTRACTOR by the OWNER'S finance department.
1. **Submittal**: Final payment shall not be made until the CONTRACTOR has delivered and PROJECT MANAGER has accepted all submittals specified in Article 14.8 of the General Conditions (Document 00 72 00).
 2. **OWNER Released From Claims**: The payment and acceptance of the final Contract Price due and the adjustment and payment for any Work done in accordance with any alterations of the same, shall release the OWNER from any and all claims of CONTRACTOR on account of Work performed under the Contract Documents or any modification thereof, except for those claims specifically agreed to as reserved and unresolved by the OWNER.

2.7 EXTRA WORK

- A. No money will be paid to the CONTRACTOR for any additions, deletions or revisions in the Work as stipulated in Article 10.1 of the General Conditions (Document 00 72 00), unless a Contract Modification for such has been made in writing and executed by the OWNER and CONTRACTOR.

2.8 WARRANTY AND GUARANTEE

- A. CONTRACTOR hereby warrants that all work installed, and every part thereof shall remain in good condition and free from all defects due to faulty materials or workmanship during the warranty period. CONTRACTOR shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, and equipment during the warranty period, without charge or cost to the

OWNER. OWNER reserves the right to inspect, photograph, or televise the work and notify CONTRACTOR of the conditions of the work. CONTRACTOR shall thereupon immediately make any repairs or corrections required by this section and Article 6.16 of the General Conditions of the Manual of Standard Specifications, 2012 Edition, published by Utah T2 Center, copyright Utah Chapter APWA. "Warranty Period" means a period of one (1) year beginning on the date on which the OWNER certifies the work complete.

PART 3 COVENANTS

3.1 ASSIGNMENT NOT BINDING WITHOUT WRITTEN CONSENT

- A. OWNER and CONTRACTOR agree no assignment of any right or interest in the Contract Documents will be made without the written consent of the OWNER and the CONTRACTOR. No assignment will release or discharge the OWNER or the CONTRACTOR from any duty or responsibility under the Contract Documents unless specifically stated to the contrary in any written consent to an assignment.
- B. CONTRACTOR shall make no assignment of money that is due without the OWNER'S written consent (except to the extent that the effect of this restriction may be limited by Law or Regulation).

3.2 BINDING TERMS

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

3.3 INDEMNIFICATION

- A. Provisions concerning indemnification are set forth in Article 6.17 of the General Conditions (Document 00 72 00).

3.4 DISPUTE RESOLUTION

A. In General:

- 1. Unless a decision shall be held by an appropriate court of law to have been procured by fraud or to be arbitrary and capricious or so grossly erroneous as necessarily to imply bad faith, any factual decision made under this

Article shall be final and binding in any suit or action arising under this Construction Contract, including any actions by CONTRACTOR or others against OWNER or any of OWNER'S agents, consultants, or employees.

2. Compliance with provisions of this Article shall be a condition precedent prior to any legal action by the CONTRACTOR or any of CONTRACTOR'S Subcontractors and Suppliers against OWNER or any of OWNER'S agents, consultants, or employees.
 3. The provisions of this Article shall not preclude or limit judicial review of issues of law.
 4. Ambiguities in or between Contract Documents shall be construed in favor of the OWNER.
- B. Disputes Not Related to the Guarantee of the Work:** Any dispute arising under the Construction Contract concerning a question of fact, not related to the guarantee of the Work (Article 13.1 of the General Conditions (Document 00 72 00)), which is not disposed of by contract modification shall be decided pursuant to the following procedure:
1. Any decision by PROJECT MANAGER interpreting the requirements of the Contract Documents may be appealed in writing to the PROJECT MANAGER. The PROJECT MANAGER'S decision shall be reduced to writing and a copy shall be mailed or otherwise furnished to the CONTRACTOR. The decision of PROJECT MANAGER shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the CONTRACTOR mails or otherwise furnishes to PROJECT MANAGER a written appeal to the City PROJECT MANAGER.
 2. Within 15 days from the receipt of any such appeal, the City PROJECT MANAGER shall issue a decision in writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The decision of the City PROJECT MANAGER shall be final and conclusive unless, within 15 days from the date of receipt of such decision, the CONTRACTOR mails or otherwise furnishes to the City PROJECT MANAGER a written appeal to the Standing Appeals and Dispute Committee.
 3. The Standing Appeals and dispute Committee shall consist of the City Attorney, Public Works Director and City Manager, or their designees.
 4. The City PROJECT MANAGER issuing the decision appealed from shall present the department's case prior to deliberations of the Committee, otherwise the City PROJECT MANAGER shall be disqualified and excluded from the Committee's decision process.

5. The decision of said Committee shall be rendered in writing within 15 days from receipt of the appeal and mailed or otherwise delivered to the CONTRACTOR.
 6. The decision of said Committee shall be the final binding interpretation of the facts that are the subject of the appeal.
- C. **Disputes Related to the Guarantee:** Except as otherwise provided by contract modification, any dispute concerning a question of fact involving or arising out of the guarantee required by the Contract Documents (Article 13.1 of the General Conditions (Document 00 72 00)), which is not disposed of by contract modification shall be decided pursuant to the provisions of Paragraph 3.4B above, except that the initial factual decision shall be issued in writing by the PROJECT MANAGER, together with the City PROJECT MANAGER. Any appeal there from shall be made within 15 days directly to the Standing Appeals and Dispute Committee where such disputes shall be governed by Paragraphs 3.4B.3 to 3.4B.6 above.
- D. **Work During Appeal:** Notwithstanding the pendency of any protest or appeal provided above, CONTRACTOR shall, if so ordered by PROJECT MANAGER, proceed with the Work under the Contract Documents according to PROJECT MANAGER'S direction and according to the decision on any appeal. The existence of a claim or protest shall not excuse CONTRACTOR from the requirements of the Contract Documents, including, but not limited to, the Contract Time.
- E. **Appeals of Termination or Suspension:** Any decision of OWNER to terminate or suspend the Work shall not be subject to the provisions of this Article.

3.5 ATTORNEYS FEES

- A. In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorneys fees incurred by such party, and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

3.6 CHOICE OF LAW

- A. This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by CITY ordinances in effect at the time of the execution of this Agreement. However, the parties expressly acknowledge that any subdivision or other

development regulations enacted after the execution of this Agreement, which are reasonably necessary to protect the health, safety, and welfare of the citizens of CITY, shall also apply to the subdivision or development that is the subject of this Agreement.

3.7 SEVERABILITY

- A. If a court of competent jurisdiction declares any portion of this Agreement invalid, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

3.8 INTEGRATION

- A. This Agreement, including all Contract Documents as defined herein, embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter herein.

PART 4 EXECUTION

4.1 EFFECTIVE DATE

- A. This Agreement is effective on the date that the last party executes this Agreement as indicated by the date stated under that party's signature line.

4.3 OWNER'S SUBSCRIPTION AND ATTESTATION

OWNER'S signature: _____
(Signature of City Manager or designee)

State of _____)

County of _____) ss.

On this ___ day of _____, 20____, personally appeared before me _____ (*name of document signer*), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ (*title of office*) of _____ (*name of corporation*) and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said _____ (*name of document signer*) acknowledged to me that said Corporation executed the same.

Notary Public

END OF DOCUMENT

**DOCUMENT 00610
PERFORMANCE BOND**

PART 1 GENERAL

1.1 BOND

A. Number: _____

B. Amount: _____

_____ dollars (\$ _____).

1.2 SURETY

A. Name: _____

B. Address: _____

C. Telephone number: _____

D. Facsimile number: _____

1.3 CONTRACTOR

A. Name: _____

B. Address: _____

C. Telephone number: _____

D. Facsimile number: _____

1.4 OWNER

A. *South Jordan City Corporation*

1.5 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as *South Jordan City*
2018 PUBLIC WORKS LOCKERS REMODEL

1.6 DEFINED TERMS

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

PART 2 COVENANTS

2.1 SURETY'S AND CONTRACTOR'S RELATIONSHIP

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

2.2 NOTICE

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

2.3 PROCEDURE TO INVOKE SURETY'S OBLIGATION

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

2.4 SURETY'S OPTIONS AT CONTRACTOR TERMINATION

- A. Surety Completes the Work: The Surety may undertake to perform and complete the Work itself, through its agents or through independent contractors.
- B. Surety Obtains Bids or Proposals: The Surety may obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Work.
 - 1. Such bids or proposals shall be prepared by the Surety for execution by the OWNER and the completion contractor selected.
 - 2. Surety shall secure the contract with Performance and Payment Bonds executed by a qualified surety equivalent to this Performance Bond and the payment Bond (Document 00620); and
 - 3. Surety shall pay to the OWNER the amount of damages as described in paragraph 2.6 in excess of the balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR's default.
- C. Surety to Pay OWNER: Surety may determine the amount not to exceed the amount of this bond specified in paragraph 1.1B, for which Surety believes it may be liable to pay,

and tender payment thereof to the OWNER. OWNER has sole discretion to accept payment. If the OWNER refuses the payment tendered, or the Surety has denied liability in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

2.5 PROCEDURE FOR OWNER TO DECLARE SURETY IN DEFAULT

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

2.6 SURETY'S OBLIGATIONS

- A. After the OWNER has terminated the CONTRACTOR's right to complete the Construction Contract, and if the Surety elects to complete the Construction Contract as provided in Article 2.4, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Construction Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Construction Contract.
- B. To the limit of the amount of this Bond, but subject to commitment by the OWNER to pay all valid and proper payments made to or on behalf of the CONTRACTOR under the Construction Contract, the Surety is obligated, without duplication, for:
 - 1. the responsibilities of the CONTRACTOR for correction of Defective Work and completion of the Construction Contract;
 - 2. design professional and delay costs resulting from the CONTRACTOR's default, and resulting from the actions or failure to act of the Surety under article 2.4; and
 - 3. liquidated damages which are or may become due for any reason.

2.7 UNRELATED OBLIGATIONS OF THE CONTRACTOR

- A. The Surety and the OWNER shall not be liable to others for obligations of the CONTRACTOR that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or changed on account of any such unrelated obligations.

- B. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

2.8 SURETY WAIVES NOTICE OF ANY CHANGE

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

2.9 VENUE

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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

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

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Type of organization: _____
(corporation, partnership, individual, etc.)
- B. If CONTRACTOR is a corporation, attach a corporate resolution evidencing CONTRACTOR's authority to sign.
- C. CONTRACTOR's signature: _____
- D. Please print name here: _____
- E. Title: _____

F. Notary Acknowledgement: In the County of _____,
State of _____, on the _____ day of _____, 20____,
the foregoing instrument was acknowledged before me

(Person acknowledging and title or representative capacity, if any).

Notary's signature

Residing at

My commission expires:

Notary's seal

3.3 SURETY'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. Attach evidence of Surety's corporate authority to sign.

B. Surety's signature: _____

C. Please print name here: _____

D. Title: _____

E. **Acknowledgment:** In the County of _____,
State of _____, on the _____ day of _____, _____,
before me, the undersigned notary, personally appeared _____,
who proved to me his/her identity through documentary evidence in the form of a
_____ to be the
person whose name is signed as the authorized Surety and acknowledged to me that this
document was signed voluntarily for its stated purpose.

Notary Public signature

Notary Public seal

END OF DOCUMENT

**DOCUMENT 00620
PAYMENT BOND**

PART 1 GENERAL

1.1 BOND

A. Number: _____

B. Amount: _____
_____ dollars (\$ _____).

1.2 SURETY

A. Name: _____

B. Address: _____

C. Telephone number: _____

D. Facsimile number: _____

1.3 CONTRACTOR

A. Name: _____

B. Address: _____

C. Telephone number: _____

D. Facsimile number: _____

1.4 OWNER

A. *South Jordan City Corporation*

1.5 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as *South Jordan City*
2018 PUBLIC WORKS LOCKERS REMODEL

1.6 DEFINED TERMS

- A. Terms used in this Payment Bond which are defined in article 1.1 of the General Conditions will have the meanings indicated in the General Conditions.

PART 2 COVENANTS

2.1 SURETY'S AND CONTRACTOR'S RELATIONSHIP

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

2.2 NOTICE

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

2.3 CONDITIONS OF SURETY'S LIABILITY

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

2.4 PROCEDURE TO INVOKE SURETY'S OBLIGATION

- A. **Concerning Claimants who have a Direct Contract with the CONTRACTOR:** The Surety shall have no obligation to Claimants under this Bond who are employed by or have a direct contract with the CONTRACTOR until Claimants have given notice to the Surety at the address shown on this Bond agreement and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- B. **Concerning Claimant who does not have a Direct Contract with the CONTRACTOR:** The Surety shall have no obligation to Claimant under this Bond who does not have a direct contract with the CONTRACTOR until Claimant takes the following actions.
1. The Claimant shall furnish written notice to the CONTRACTOR and send a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed.
 2. The Claimant shall have either received a rejection in whole or in part from the CONTRACTOR, or not received within 15 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR has indicated the claim will be paid directly or indirectly.
 3. Not having been paid within the above 15 days, the Claimant shall have sent a written notice to the Surety at the address described on this Bond agreement and sent a copy, or notice thereof, to the OWNER stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

2.5 SURETY'S OPTION TO SETTLE CLAIMS

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

2.6 SURETY'S OBLIGATION

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

2.7 USE OF FUNDS

- A. Amounts owed by OWNER to CONTRACTOR under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, against the Performance Bond (Document 00610). By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Work are dedicated as follows:
 - 1. The OWNER has first priority to use the funds for the completion of the Work.
 - 2. The CONTRACTOR and the Surety have second priority to use the funds to satisfy the obligations of the CONTRACTOR and the Surety under this Bond.

2.8 UNRELATED OBLIGATIONS OF THE CONTRACTOR

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

2.9 SURETY WAIVES NOTICE OF ANY CHANGE

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

2.10 VENUE

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

2.11 COPIES OF THIS BOND

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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

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

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Type of organization: _____
(corporation, partnership, individual, etc.)
- B. If CONTRACTOR is a corporation, attach a corporate resolution evidencing CONTRACTOR's authority to sign.
- C. CONTRACTOR's signature: _____
- D. Please print name here: _____
- E. Title: _____
- F. Notary Acknowledgement: In the County of _____,
State of _____, on the _____ day of _____, 20 ____,
the foregoing instrument was acknowledged before me

(Person acknowledging and title or representative capacity, if any).

Notary's signature

Residing at

My commission expires:

Notary's seal

3.3 SURETY'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Attach evidence of Surety's corporate authority to sign.
- B. Surety's signature: _____
- C. Please print name here: _____
- D. Title: _____
- E. Notary Acknowledgment: In the County of _____,
State of _____, on the _____ day of _____, 20 ____,
before me, the undersigned notary, personally appeared _____,
who proved to me his/her identity through documentary evidence in the form of a
_____ to be the
person whose name is signed as the authorized Surety and acknowledged to me that this
document was signed voluntarily for its stated purpose.

Notary's signature

Residing at

My commission expires:

Notary's seal

END OF DOCUMENT

DOCUMENT 00810
MODIFICATIONS TO GENERAL CONDITIONS
(Supplementary Conditions)

This document changes provisions specified in the General Conditions in the Manual of Standard Specifications, 2012 Edition, as published by the Utah Chapter of the American Public Works Association.

Section 1.01 Add the following paragraphs to article 2.2 (page 20).

2.2 COPIES OF DOCUMENTS

- B. OWNER shall **not** furnish to CONTRACTOR published Contract Documents which include the Manual of Standard Plans and the Manual of Standard Specifications. Such documents shall be purchased separately by the CONTRACTOR.
- C. Copies of all Contract Documents including the Manual of Standard Plans and the Manual of Standard Specifications shall be maintained on site by the CONTRACTOR in addition to any permits required by federal, state, and local governments.

Section 1.02 Modify paragraph 2.5C of the General Conditions (page 21) to read as follows.

2.5 BEFORE STARTING CONSTRUCTION

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

Section 1.03 Modify Article 5.1 (page 28) to read as follows.

5.1 PERFORMANCE, PAYMENT AND OTHER BONDS

- A. Prior to OWNER executing the Agreement, CONTRACTOR shall file with the OWNER a good and sufficient performance Bond and a payment Bond, each in the sum of not less than 100 percent of the Contract Price.
- B. The Bonds shall be executed by the CONTRACTOR and secured by a company duly and regularly authorized to do a general surety business in the State of Utah and either (i) named in the current U.S. Treasury Department's listing of approved sureties (Department Circular 570) (as amended) with an underwriting limitation equal to or greater than the Contract Price which the Bond guarantees, or (ii) with a current "A-" rating or better in A.M. Best Co., Inc's. Best Insurance Reports, Property and Casualty Edition.
- C. The Performance Bond shall guarantee the faithful performance of the Construction Contract by the CONTRACTOR and the payment Bond shall guarantee the payment of labor and materials. The Bonds shall inure by their terms to the benefit of the

OWNER. Neither this nor any other provision requiring a performance Bond shall be construed to create any rights in any third party Claimant as against the OWNER for performance of the Work under the Construction Contract.

- D. If the surety on any Bond furnished by CONTRACTOR is subject to any proceeding under the Bankruptcy Code (Title 11, United States Code) or becomes insolvent or its right to do business is terminated in the State of Utah or it ceases to meet the requirements of this Article, CONTRACTOR shall, within 15 days thereafter, substitute another Bond and surety, both of which must be acceptable to OWNER.

Section 1.04 Modify Article 5.2 (page 28) to read as follows.

5.2 INSURANCE

- A. **CONTRACTOR, Subcontractors & Suppliers:** The requirements under this Article 5.2 shall apply to CONTRACTOR and any subcontractor or supplier providing work or services under the Construction Contract. CONTRACTOR shall require any subcontractor, supplier, or other person providing services or materials under the Construction Contract to obtain prior to, and maintain the same scope, limits, and terms of coverage running in favor of the City, as required of CONTRACTOR. It shall be the responsibility of CONTRACTOR to assure that each subcontractor or supplier complies with the provisions of this Article as to the insurance provided by each subcontractor or supplier. Failure to do so shall constitute a material breach of the Construction Contract by CONTRACTOR. CONTRACTOR shall include all subcontractors and suppliers as additional insureds under its policies.
- B. **Term & Scope of Coverage:** The requirements under this Article 5.2 shall continue in force and effect throughout the life of the Construction Contract and at all times thereafter when CONTRACTOR may be correcting, removing or replacing Defective Work and during any warranty period, contract extension, or other modification that may otherwise extend the term of any provision of the Construction Contract or the obligations of CONTRACTOR, subcontractors or suppliers or other person providing services or materials.
- C. **Required Coverage:**
 - (1) **Workers' Compensation:** In compliance with the workers' compensation laws of the State of Utah, and Employer's Liability limits of One Million Dollars (\$1,000,000) per injury.
 - (2) **Commercial General Liability:** A minimum of Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage, and not less than Four Million Dollars (\$4,000,000) in the aggregate. The general aggregate limit shall apply separately to the specific project, or the general aggregate limit shall be two (2) times the required occurrence limit. The coverage shall be in the nature of Broad Form Commercial General Liability coverage, and shall specifically include, at minimum, the following coverages:

- (a) Premises - Operations;
 - (b) Product - Completed Operations Hazard;
 - (c) Broad Form Contractual Insurance;
 - (d) Independent Contractors;
 - (e) Comprehensive Form;
 - (f) Broad Form Property Damage; and
 - (g) Personal Injury.
- (3) **Automobile Liability:** A minimum limit of liability per occurrence of Two Million Dollars (\$2,000,000) combined single limit for bodily injury, personal injury, and property damage. At minimum, the following coverages shall be included:
- (a) Owned automobiles;
 - (b) Hired automobiles; and
 - (c) Non-owned automobiles.
- D. **Deductible and Self-Insured Retention:** Any deductible or self-insured retention shall be declared to and be subject to prior approval of the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its employees, officers, officials, agents, volunteers, and assigns, or CONTRACTOR shall procure a bond, in a form acceptable to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- E. **Other Insurance Provisions:** The policies shall contain, or shall be endorsed to contain, the following provisions:
- (1) Commercial General Liability and Automobile Liability Coverage:
 - (a) All coverage shall include “the City, its employees, officers, officials, agents, volunteers, and assigns” as additional insureds. Any reference to the City, either in the provisions of this paragraph entitled “Insurance” or in any policies provided, shall include the City, its employees, officers, officials, agents, volunteers, and assigns.
 - (b) The coverage shall be primary insurance as respects the City, its employees, officers, officials, agents, volunteers, and assigns. Any insurance or self-insurance maintained by the City, its employees, officers, officials, agents, volunteers, and assigns shall be in excess of the coverage provided and shall not contribute to or with it.
 - (c) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its employees, officers, officials, agents, volunteers, and assigns.
 - (2) Coverage shall state that it applies separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

- (3) Underwriters shall have no right of recovery or subrogation against the City, it being the intent that the insurance policy shall be primary coverage as respects the City for any and all losses occurring as a result of the event covered by the described insurance.
- (4) The insurance companies issuing the policy or policies shall have no recourse against the City for payment of any premiums due or for any assessments under any form of any policy.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers with an AM Best rating of no less than an A Carrier, with a rating of VII or higher.
- G. **Verification of Coverage:** CONTRACTOR shall furnish the City with certificates of insurance and original endorsements for all required coverages five (5) business days prior to the commencement of any Work under the Construction Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City expressly reserves the right to require complete, certified copies of all required insurance policies at any time.
- H. **Continuity of Coverage:** Each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, sent to:

Attn: *(Insert ENGINEER's Name)*
(Insert Construction Contract Name)
South Jordan City
1600 West Towne Center Drive
South Jordan, UT 84095

If any of the required policies are, or at any time become non-compliant as to form or substance, or if a company issuing any such policy is, or at any time becomes, unacceptable to the City, CONTRACTOR or shall promptly obtain a new policy, submit the same to the City for approval, and thereafter submit verification of coverage as required by the City.

Section 1.05 Modify paragraph 6.2C of the General Conditions (page 30) to read as follows:

6.2 LABOR, MATERIALS AND EQUIPMENT

- C. **Overtime:** If CONTRACTOR permits overtime work or the performance of Work on Saturday, Sunday or any legal holiday CONTRACTOR shall do so at no increase to the Contract Price and shall receive prior written approval from ENGINEER.

END OF DOCUMENT

SUPPLEMENTAL SPECIFICATION

SECTION 01 31 13M COORDINATION

This specification changes a portion of APWA Standard Specification Section 01 31 13. All other provisions of the Section remain in full force and effect.

Add the following paragraph to Article 1.5 (page 100).

1.5 COORDINATION WITH ADJACENT PROPERTY OWNER

- G. Once each week hand deliver a written "**Construction Status Update Notice**" to all residents, businesses, schools and property owners adjacent to and affected by the Work. Notice shall be on CONTRACTOR's company letter head paper and be secured to door knob should occupants not be home. Obtain ENGINEER's review of notice prior to distribution. As a minimum the notice shall contain the following.
1. name and phone number of CONTRACTOR's representative for the project;
 2. work anticipated for the next 7 days including work locations and work by subcontractors and utility companies;
 3. rough estimate of construction schedule through end of project;
 4. anticipated driveway approach closures;
 5. anticipated water, sewer or power outages;
 6. anticipated vehicular traffic impacts, rerouting or lane closures;
 7. anticipated pedestrian impacts and sidewalk closures;
 8. changes to public transportation bus routes; and
 9. any other construction or work items which will impact or restrict the normal use of streets and amenities.

Failure to comply with this contract provision is considered grounds for project suspension per Article 15.1 of the General Conditions (APWA Document 00 72 00).

Add the following Article to Part 1 (page 100).

1.8 PUBLIC AGENCIES PERSONNEL TO CONTACT

- A. Utility Companies: Utility companies generally require a minimum of 48 hour notice if their utility requires location, relocation or protection. Contact the following individuals to coordinate utility impacts on this project.

Utility	Contact	Contact Information	Utility Involvement
<i>Sanitary Sewer</i>	<i>Mike Forester South Valley Sewer District</i>	<i>801-571-1166</i>	<i>Potential Existing Utilities in Area</i>
<i>Water Lines</i>	<i>Cary Necaie South Jordan City Water Superintendent</i>	<i>801-253-3742</i>	<i>Potential Existing Utilities in Area</i>
<i>South Jordan City Storm Drainage</i>	<i>Jerimie Thorne City of South Jordan Storm Drain Manager</i>	<i>801-253-3742</i>	<i>Potential Existing Utilities in Area</i>
<i>South Jordan City Roads and Streets</i>	<i>Joey Collins City of South Jordan Street Superintendent</i>	<i>801-253-3742</i>	<i>Removing and Installing Pavement</i>
<i>South Jordan City Parks</i>	<i>Tyler Crawford City of South Jordan Parks Deputy Director</i>	<i>801-253-3742</i>	<i>Impacts to Park Facilities</i>
<i>Power Utilities</i>	<i>Aubrey Rasmussen Rocky Mountain Power</i>	<i>801-576-6216</i>	<i>Potential Existing Utilities in Area</i>
<i>Telephone Utilities</i>	<i>CenturyLink Cheryl Bolinder</i>	<i>801-974-8152</i>	<i>Potential Existing Utilities in Area</i>
<i>CATV</i>	<i>Comcast Greg Miller</i>	<i>801-401-3017</i>	<i>Potential Existing Utilities in Area</i>
<i>Gas Utilities</i>	<i>Questar Jason McGee</i>	<i>801-324-3640</i>	<i>Potential Existing Utilities in Area</i>
<i>Jordan Valley Water Conservancy District</i>	<i>Shane Swenson</i>	<i>801-565-4300</i>	<i>Potential Existing Utilities in Area</i>

Article II. END OF SECTION

SUPPLEMENTAL SPECIFICATION
SECTION 01 33 00M
SUBMITTAL PROCEDURES

This specification changes a portion of Section 01 33 00 in the Manual of Standard Specifications, 2012 Edition. All other provisions of the Section remain in full force and effect.

Add the following articles to part 1.

1.8 TRANSMITTAL FORM

- A. Use the attached transmittal form (Form 01 33 00-1) when making any submittal to the ENGINEER.
- B. Determine appropriate review due dates for each submittal and link the due date to the Progress Schedule (Section 01 32 16).

1.9 SUBMITTAL REGISTER

- A. The Manual of Standard Specifications, 2012 Edition, and this Project Manual indicate submittals which are required for the Project. Using both of these publications, list the required submittals on the attached submittal register form (Form 01330-2) [*Blank Submittal Register forms will be furnished by ENGINEER on request*].
 - 1. Identify the submittals which are for information only (see article 1.10).
 - 2. Identify the submittals which require the ENGINEER's review or action (see article 1.11)
- B. *Submit the submittal register as the first submittal presented for review.*

1.10 SUBMITTALS FOR INFORMATION ONLY

- A. Submittals identified in the Manual of Standard Specifications, 2012 Edition, or in the Project Manual which are not identified in this section are for information only and do not require review or action by ENGINEER or Resident Project Representative. Such submittals, however, will be monitored and spot checked. When spot checks indicate non-compliance, CONTRACTOR will be notified.

1.11 SUBMITTALS REQUIRING REVIEW OR ACTION

- A. The following table lists submittals which require ENGINEER's review or action. Transmit these submittals to the ENGINEER, or to the Resident Project Representative on site.

Table 1 - SUBMITTALS REQUIRING REVIEW OR ACTION

No.	Submittal	Section Reference	When Due
1	Submittal Register	01330	Pre-construction conference
2	Preliminary Progress Schedule	00700	Pre-construction conference
3	Quality Control Program	00700	Pre-construction conference
4	Testing Agency Name, Address, Telephone No., Manager Name, Licenses and certificates	01450	Pre-construction conference
5	Permits for Work	00700	Prior to Starting Work
6	Construction Land Surveyor Name, Address, Registration No.	01725	72 Hours Prior to Starting Work
7	Progress Schedule	01325	With Each Pay Request
8	Written Permission to use Private Citizen's Property and Water	00810	24 Hours Prior to Use
9	Passing Untreated Base Course Compaction Test Control Reports	02324	Daily as UTBC is placed
10	Depth of Backfill Lift if greater than specified	02320-02322	Prior to Change
11	Field Test Reports	01450	End of Current Day
12	Laboratory Test Reports	01450	Within 48 Hours
13	Asphalt Mix Design	321216	Prior to Use
14	Paint Material	321723	Prior to Use
15	Traffic Control Plan	015526	Prior to Starting Work
16	Portland Cement Concrete Source Data and Supplier's Mix No.	03304	Prior to Use
17	Profilograph Report	321216	Prior to Final Payment
18	Portland Cement Concrete Quality Control Test Reports	03304, 03310	Daily as applicable
19	Portland Cement Concrete Batch Delivery Ticket	03310	Upon Delivery to Site
20	Portland Cement Concrete Curing Compound Source, Type, and Data	03310	72 Hours Prior to 1st Concrete Placement
21	Certification of Compliance and Request for Final Inspection	01770	5 Working Days Prior to Substantial Completion
22	Evidence of Payment to Suppliers and Subcontractors	01770	Prior to Final Payment
23	Redlines of As-built Drawings	01785	Prior to Final Payment
24	Summary Reports	01450	Prior to Final Payment

NOTES:

1. Section references listed in this table but not found in this Project Manual may be found in the APWA Manual of Standard Specifications.

TRANSMITTAL FORM	DATE	<input type="checkbox"/> NEW SUBMITTAL <input type="checkbox"/> RESUBMITTAL
-------------------------	------	--

Section I REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (This section will be initiated by the CONTRACTOR)

TO	FROM	TRANSMITTAL No.
		PREVIOUS TRANSMITTAL No.
SPECIFICATION SECTION NUMBER (See instructions)	CONTRACT TITLE	CONTRACT No.

SUBMITTAL ITEM No.	DESCRIPTION OF ITEM SUBMITTED (Type, size, model number, etc.)	SAMPLE OR CERTIFICATE (See instructions)	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		VARIATION (See instructions)	ENGINEER REVIEW CODE (See instructions)
				SPEC. PA-RA. No.	DRAWING SHEET No.		
a.	b.	c.	d.	e.	f.	g.	h.

REMARKS	I certify that the above submitted items have been reviewed in detail and are correct and conform with the contract Drawings and specifications except as otherwise noted. <hr style="width:80%; margin-left: auto; margin-right: 0;"/> NAME AND SIGNATURE OF CONTRACTOR
----------------	---

Section II ENCLOSURES RETURNED (List by Item No.)	OWNER'S ACTION This section will be completed by the ENGINEER) SIGNATURE OF REVIEWING AGENT	DATE
---	--	------

INSTRUCTIONS

GENERAL

1. Form is self-transmittal. Letter of transmittal is not required.
2. Submittals requiring expeditious handling will be submitted individually on this Form.
3. ENGINEER's review of submittals does not release or relieve CONTRACTOR from complying with all requirements of the Contract Documents.

SECTION I

1. TRANSMITTAL No: Number each transmittal consecutively in the space entitled "Transmittal No.". This number will identify each submittal.
2. PREVIOUS TRANSMITTAL No: Mark the box for resubmittal and insert the transmittal number of last submission as well as the new submittal number in the spaces provided. Each resubmittal will become a new transmittal.
3. SPECIFICATION SECTION No.: Cover only one specification section with each transmittal.
4. Column "a": For each entry on this form, the "SUBMITTAL ITEM No." will be the same as the SUBMITTAL ITEM No. indicated on the Submittal Register (Form 01335-2).
5. Column "c": When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate".
6. Column "g": CONTRACTOR will place a check mark in the "Variation" column when a submittal is not in accordance with the plans and specifications - also, a written statement to that effect shall be included in the space provided for "Remarks" or on a separate page.
7. Column "h": For each item reviewed, ENGINEER shall assign action codes as follows.

- | |
|--|
| <ol style="list-style-type: none">A. No Exceptions Taken.B. Make Corrections Noted. Resubmission not required.C. Submit Specified Item.D. Rejected.E. ResubmitF. Do Not Resubmit. Receipt acknowledged.G. Will be returned by separate correspondence.H. Other (Specify). |
|--|

INSTRUCTIONS

GENERAL

1. **CONTRACTOR to Complete Form:** Review the Contract Documents to insure completeness. Expand general category listings. Show individual entries on this form for each item.
 - a. As an example, a general category would be "Plumbing Fixtures" which the CONTRACTOR is to breakdown into individual entries such as "Toilet P-1, Lavatory P-2, etc." Complete the Submittal Register, attach it to Form 01335-1 and submit it to ENGINEER.
2. **Resubmittals:** If a submittal is returned for correction, provide a new Submittal Identification Number. Identify the number on the submittal register and resubmit the information for review. Do not amend the data already contained on the submittal register.

SUBMITTAL REGISTER

1. **SCHEDULED ACTIVITY:** If an activity on the Progress Schedule is assigned to the submittal, place the schedule activity number in the "SCHEDULED ACTIVITY" column.
2. **SUBMITTAL ITEM No.:** Assign to each entry on the Submittal Register a sequential number in the "SUBMITTAL IDENTIFICATION (ITEM NUMBER)" column.
3. **REVIEW ACTION:** The "REVIEW ACTION" column identifies technical review responsibility of submittal. Review of all products and materials is the CONTRACTOR's responsibility; however, certain specified submittals will also require ENGINEER's review.
 - a. If REVIEW ACTION Column is Blank: Identified submittal shall be approved by the CONTRACTOR and then submitted to the ENGINEER for information.
 - b. If the "ENGINEER" is Identified in the REVIEW ACTION Column: Identified submittals shall be first approved by the CONTRACTOR and then submitted to the ENGINEER for review.
4. **ENGINEER ACTION DATES:** This column is for ENGINEER's use to record date submittal was received and the action code assigned in the submittal review process.

END OF SECTION

SUPPLEMENTAL SPECIFICATION

SECTION 01 34 00 STANDARD FORMS

This specification adds the following forms:

1.0 AP Application for Payment

A. Submit in accordance with Article 14.

1.1 CO Change Order

A. Submit in accordance with Article 11.

1.2 CSC Certificate of Substantial Completion

A. Submit in accordance with Article 14.

1.3 FO Field Order

A. Submit in accordance with Article 11.

1.4 NA Notice of Award

A. Submit in accordance with Article 2.

1.5 NP Notice to Proceed

A. Submit in accordance with Article 2.

1.6 WDC Work Directive Change

A. Submit in accordance with Article 11.

1.7 WOL Waiver of Lien

A. Submit in accordance with Article 14.

PAY REQUEST NO.: _____

TO: _____ South Jordan City Public Services Department _____ (OWNER)

CONTRACT FOR: _____

OWNER'S PROJECT NO.: _____

ENGINEER'S PROJECT NO. _____

For Work accomplished through the date of _____, 20 ____.

WORK COMPLETED

ITEM	DESCRIPTION	QTY	THIS PERIOD	AMOUNT
1.				_____
2.				_____
3.				_____
TOTAL				_____
C.O. No. 1				_____
C.O. No. 2				_____
ACCOMPANYING DOCUMENTATION		Gross Amount Due:		_____
		Less 5% Retainage:		_____
		Amount Due to Date:		_____
		Less Prev. Payment:		_____
AMOUNT DUE:				_____

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the contract referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through ____ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

Dated _____

By: _____

Payment of the above AMOUNT DUE is recommended.

Dated _____

By: _____

CHANGE ORDER NO.: _____

PROJECT:

DATED:

OWNER: *South Jordan City*
1600 West Towne Center Drive
South Jordan City, Utah 84095

CONTRACTOR:

ENGINEER:

You are directed to proceed promptly with the following change(s) in the Contract Documents:

Description:

Purpose of Change Order:

Attachments: (list documents supporting change)

CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$ _____
Previous Change Orders No. _____ to No. _____	\$ _____
Contract Price prior to this Change Order	\$ _____
Net (Increase/Decrease) of this Change Order	\$ _____
Contract Price with all approved Change Orders	\$ _____

CHANGE IN CONTRACT TIME:

Original Contract Time:	_____
Net change from previous Change Orders	_____
Contract Time prior to this Change Order	_____
Net (Increase/Decrease) of this Change Order	_____
Contract Time with all approved Change Orders	_____

Article III. CITY APPROVAL

RECOMMENDED: _____
Project Manager

Department Director

APPROVED: _____
Contractor

**CERTIFICATE OF
SUBSTANTIAL COMPLETION**

PROJECT:

DATED: _____

OWNER: *South Jordan City
1600 West Towne Center Drive
South Jordan City, Utah 84095*

OWNER'S PROJECT NO.: _____

CONTRACTOR: _____

ENGINEER:

ENGINEER'S PROJECT NO.:

The Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

TO: _____ (Owner)

AND TO: _____ (Contractor)

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on _____.

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by Contractor within _____ days of the above date of Substantial Completion.

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents.

Executed by Engineer on _____, 20____.

(Engineer)

By: _____

Contractor accepts this Certificate of Substantial Completion on _____, 20____.

(Contractor)

By: _____

Owner accepts this Certificate of Substantial Completion on _____, 20____.

(Owner)

By: _____

FIELD ORDER NO.: _____

PROJECT:

DATED: _____

OWNER: *South Jordan City – 1600 West Towne Center Drive, South Jordan City, Utah 84095*

CONTRACTOR: _____

CONTRACT FOR: _____

ENGINEER:

ENGINEER PROJECT NO.:

You are directed to proceed promptly with the following change(s):

Attachments: (list documents supporting change)

Contractor is directed to make changes noted in this Field Order. However, if in the opinion of the Contractor, this work constitutes a change in Contract Price or Contract Time, Contractor shall not accept this Field Order, but shall prepare a Change Order based on the work defined here in.

RECOMMENDED BY: _____ (ENGINEER)

If this Field Order is acceptable to Contractor as presented, acknowledge accordingly by signing below:

ACCEPTED BY: _____ (CONTRACTOR)

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

PROJECT:

You are notified that your Bid dated _____, 20_____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the 2018 **PUBLIC WORKS LOCKERS REMODEL**

The Contract Price of your contract is _\$_____.

Contractor shall comply with the following conditions precedent within ten days of the date of this Notice of Award, that is by _____, 20_____:

1. Return and sign Agreement
2. Return completed performance and payment bonds
3. Submit insurance certificate and worker's compensation insurance that meets the requirements of the modifications to general conditions.
4. Submit subcontractor and supplier list for project

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid abandoned, to annul this Notice of Award and to declare your bid Security forfeited.

Owner will assemble Contract Documents and arrange for the signing of the Agreement. One copy of the completed Contract Documents will be assigned to the Contractor.

RECOMMENDED:

(PROJECT MANAGER)

AUTHORIZED:

(OWNER)

(Authorized Signature)

(Title)

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice of Award is hereby acknowledged:

By: _____ this _____ day of _____, 20____.

By: _____

Title: _____

NOTICE TO PROCEED

Dated: J _____

TO: _____
(CONTRACTOR)

ADDRESS: _____

PROJECT:
2018 PUBLIC WORKS LOCKERS REMODEL

You are notified that the Contract Time under the above contract will commence to run on _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. The dates of Substantial Completion and Final Completion are _____, 20__ and _____, 20____, respectively.

Contractor may begin work on the project, however, within the next five days Contractor shall submit the following information:

1. NA

South Jordan City
(OWNER)

(Authorized Signature)

(Title)

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged:

By: _____ this _____ day of _____, 20____.

By: _____

Title: _____

Copy to Engineer (Use Certified Mail, Return Receipt Requested)

NO.: _____

PROJECT: DATE OF ISSUANCE: _____

OWNER:

OWNER'S PROJECT NO.:

CONTRACTOR: _____

CONTRACT FOR: _____

ENGINEER: _____

ENGINEER'S PROJECT NO.:

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Change Order:

Attachments: (list documents supporting change)

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:

- Time and materials
- Unit prices
- Cost plus fixed fee
- Other _____

Method of determining change in Contract Time:

- Contractor's records
- Engineer's records
- Other _____

Estimated increase(decrease) in Contract Price:

\$ _____

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase(decrease) in Contract Time:

_____ days. If the change involves an increase, the estimated time is not to be exceeded without further authorization.

RECOMMENDED:

by _____

Engineer

AUTHORIZED:

by _____

Owner

SUPPLEMENTAL SPECIFICATION
SECTION 01 45 00M
QUALITY CONTROL

This specification changes a portion of Section 01 45 00 of the Manual of Standard Specifications, 2012 Edition. All other provisions of the Section remain in full force and effect.

Add the following Articles to Part 1 (page 107):

1.6 QUALITY CONTROL PROGRAM

- A. Quality Control Program:** Provide a quality control program which includes procedures and organization so equipment, workmanship, fabrication, construction, operations, and inspections comply with the Contract Documents.
- B. Quality Control Program Manager Qualifications:**
1. Not CONTRACTOR's work or site superintendent.
 2. Quality control experience with projects of similar type and magnitude.
 3. Authorized as CONTRACTOR's representative for all quality control and quality assurance matters.
- C. Quality Control Program Manager Responsibilities:**
1. Manage and supervise contractor quality control plan and quality control surveillance personnel.
 2. Verify that all testing procedures comply with contract requirements.
 3. Verify that facilities and testing equipment are available and comply with testing standards.
 4. Check test instrument calibration data against certified standards.
 5. Verify that recording forms, including all the documentation requirements, have been prepared.
 6. Prepare copies of each contractor conducted test result with all necessary data recorded and with documentation and computations compiled.
 7. Provide more testing, if, in ENGINEER's opinion, work is not being adequately controlled by contractor.
 8. Immediately report any non-compliance of materials and mixes to ENGINEER and CONTRACTOR.
 9. When an out-of-tolerance condition exists, perform additional contractor control testing until tolerance is attained.
 10. Correlate CONTRACTOR's quality control testing program with ENGINEER's acceptance testing program (APWA Section 01460).

1.7 INSPECTION AND TESTING LABORATORY SERVICES

- A. The CONTRACTOR will employ and pay for the services of a qualified independent testing consultant, approved by the Owner, to perform specified services for the testing of:
- | | |
|--------------------------|--------------------------------------|
| Soils Compaction Control | Material Aggregate Control |
| Concrete Control | Paving and Asphalt Surfacing Control |
- B. Inspections, tests, and other services specified in individual specification Sections will be accomplished under the direction of the OWNER or ENGINEER.
- C. Reports will be submitted through the Engineer in accordance with Section 01450, in duplicate except as noted otherwise in Section 1330, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
1. CONTRACTOR shall notify Engineer 48 hours prior expected time for testing operation to coordinate and make arrangements with independent firm to perform such quality control services.
- E. Retesting required because of non-conformance to specified requirements shall be performed under the direction of the Engineer. Payment for retesting will be borne by the Contractor.

1.8 QUALITY ASSURANCE: MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

END OF SECTION

SPECIAL PROVISIONS

SECTION 01 60 00S PROTECTION AND RESTORATION OF EXISTING FACILITIES

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. This section is intended to include requirements associated with protection and restoration of existing facilities such as underground facilities, surface improvements, and survey markers.

1.2 RELATED SECTIONS

- A. Section 01 57 00 - Temporary Controls
- B. Section 31 23 16 - Excavation
- C. Section 01 71 13 – Mobilization and Demobilization

1.3 NOTIFICATION OF UTILITIES

- A. Utilities are to be contacted by Contractor prior to any excavation activities requesting locations on underground utilities.

1.4 INTERRUPTION TO UTILITIES

- A. Any underground facilities located by utilities or indicated in Contract Documents shall be treated according to paragraph 4.3.A of General Conditions.
- B. Any underground facilities not located by utilities and not indicated in Contract Documents shall be treated according to paragraph 4.3.B of General Conditions.
- C. Exact locations and depths of all underground utilities shall be verified, by uncovering, prior to commencing any Work activities. When such exploratory excavations show the underground utility locations as indicated in Contract Documents to be in error, the Contractor shall so notify the Engineer in writing.
- D. Where utilities are to be relocated, Contractor shall make proper application and notify Engineer of specified time and conditions of necessitated Work.
- E. All restorations made to utilities shall be inspected and approved by an authorized representative of the utility before being concealed by backfill or other Work.

1.5 RESTORATION OF PAVEMENT

- A. Paved areas removed as part of Work or otherwise damaged by Contractor shall be replaced with similar materials matching thickness of adjacent pavement, except where specifically directed otherwise by entity issuing permit or as noted in Contract Documents.

- B. Wherever required by the public authorities having jurisdiction, place temporary surfacing promptly after backfilling and maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements. Temporary resurfacing shall be constructed in accordance with the following requirements:
 1. Prior to placing the temporary resurfacing, the foundation material underlying the areas to receive surfacing shall be densified to the degree specified in the Specification sections.
 2. The subgrade shall be uniformly watered sufficiently to eliminate all dust, but not to such extent as to form mud or pools of water. The street and surrounding area shall be cleared of rubbish and debris. The street shall be swept and the surrounding area shall be cleaned thoroughly.
 3. Temporary resurfacing shall then be spread over the prepared foundation material and rolled with an 8-ton tandem roller in such a manner, that after following the temporary resurfacing, shall present a smooth surface for traffic, shall not be less than one inch in compacted thickness and shall be maintained free from bumps and depressions until permanent resurfacing is placed. The finished surface of said temporary resurfacing shall be flush with the adjoining pavement grade.
 4. Sufficient temporary resurfacing material shall be stockpiled on the job to insure a ready supply at all times for necessary repairs to any temporary resurfacing.
 5. Temporary resurfacing shall be left in place until permanent resurfacing is constructed.
 6. No separate payment will be allowed for temporary resurfacing and all costs.
- C. Prior to constructing permanent surfacing materials, the trench edge shall be trimmed back by saw cut method, providing a neat, sound, vertical joint.
- D. All pavement restoration shall be constructed to finish grades compatible with equity undisturbed pavement, free of surface depressions.

1.6 PROTECTION OF STREET MARKERS

- A. Survey markers or other existing street markers shall not be destroyed, removed, or otherwise disturbed without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced for easy and accurate restoration.
- B. All survey markers or points disturbed without proper notification and/or authorization by the Engineer, will be accurately restored by the Owner at the Contractor's expense after all Work is complete.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF SECTION

SPECIAL PROVISION

SECTION 01 11 00 SUMMARY OF WORK

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

A. Work of this Construction Contract:

Base Bid

Schedule A: The Work to be performed for this schedule is located at 10996 S Redwood Road, and generally includes the remodeling of the Public Works Locker Rooms, but it is not limited to, Demolition of Current Facilities; Clearing and Removal of Debris; Site Preparation; Structural Construction; Furnishing and Installation of Mechanical Equipment; Furnishing and Installation of Plumbing and Plumbing Fixtures; Furnishing and Installation of Electrical Equipment; Furnishing and Installation of Lighting Fixtures; Design, Furnishing, and Installation of Fire Suppression System; Furnishing and Installation of all FF&E Necessary for a Functional Facility, Quality Control; All Labor, Supplies, Tools, Equipment, Parts, Rentals, Fuels, Utilities, Subcontractors, Suppliers, Mobilization and all other Costs including Overhead and Profit.

Prices are all-inclusive for a completed and functional structure per plan.

OR

Schedule B: The Work to be performed for this schedule includes all the work described on Schedule A with the exception of adding a toilet stall in place of a shower stall.

Prices are all-inclusive for a completed and functional structure per plan.

Alternative Schedules:

Schedule C: The Work to be performed for this schedule generally includes the reconstruction of the fleet's mechanical pit including, but not limited to, Demolition of Current Facilities if Needed; Clearing and Removal of Debris; Site Preparation; Structural Construction including Forming and Concrete Work; Protection of Mechanical and Electrical Equipment; Furnishing and Installation of all Necessary Materials and Equipment for a Functional Facility, Quality Control; All Labor, Supplies, Tools, Equipment, Parts, Rentals, Fuels, Utilities, Subcontractors, Suppliers, Mobilization and all other Costs including Overhead and Profit.

Prices are all-inclusive for a completed and functional structure per plan.

1.2 CONTRACT METHOD

- A. Construct the Work under a single unit price contract.
- B. Employ subcontractor[s] assigned by OWNER for:

Not Applicable

- C. Relations and responsibilities between CONTRACTOR and any Subcontractors assigned by OWNER shall be as defined in the Conditions of the Contract. Assigned Subcontractors shall, in addition:
 - 1. Furnish to CONTRACTOR bonds covering faithful performance of subcontracted work and payment of all obligations there under [when CONTRACTOR is required to furnish such bonds to owner.]
 - 2. Purchase and maintain liability insurance to protect CONTRACTOR from claims for not less than the limits of liability which CONTRACTOR is required to provide to OWNER.

1.3 WORK BY OTHERS

- A. Work of the Project [which will be] executed prior to start of Work of this Construction Contract, and which is specifically excluded from this Contract:

1. *Not Applicable*

- B. Work of the Project which will be executed after completion of Work of this Construction Contract, and which is specifically excluded from this Contract:

1. *Not Applicable*

1.4 FUTURE WORK

- A. *Not Applicable*

1.5 WORK SEQUENCE

- A. *Liquidated Damages: Article 2.4 of the Agreement (Document 00500)*

1.6 CONTRACTOR USE OF PREMISES

- A. CONTRACTOR shall limit use of premises [for Work, storage, and access,] to allow:
 - 1. Residential Access
- B. Coordinate use of premises under direction of OWNER.
- C. Assume full responsibility for protection and safekeeping of products under this Construction Contract.

D. Obtain and pay for use of additional storage or work areas needed for operations under this Construction Contract.

1.7 OWNER OCCUPANCY

A. *Not Applicable*

1.8 PARTIAL OWNER UTILIZATION

A. *Not Applicable*

1.9 PRE-ORDERED PRODUCTS

A. *Not Applicable*

1.10 OWNER-FURNISHED PRODUCTS

A. OWNER Responsibilities:

1. *Not Applicable*

B. CONTRACTOR Responsibilities:

1. *Not Applicable*

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF DOCUMENT