

Weber County, Utah

PROJECT MANUAL

FOR

EWP Warren Canal Project 2011

**JOB NO.
2011-10**

PREPARED BY

Weber County Engineering Division

July 2011

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NOTE:

Please refer to the **APWA 2007 Manual of Standard Specifications** and the **2007 Manual of Standard Plans** for all specifications not listed in this contract. The Weber County Engineering office has PDF copies of the documents. Please bring a flash drive and we'll give you a copy.

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EWP Warren Canal Project 2011

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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. OWNER maintains a complete set on file at the address set forth in the Notice to Bidders, and bidders may review the file copy upon request during regular business hours. Bidders are solely responsible to verify whether their sets of Bid Documents are complete.
- B. Bid Documents are made available to bidders only for the purpose of obtaining Bids on the Work. No license or grant for any other use is given.
- C. Bidding Document copyrights shall remain with the OWNER.

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 Notice to Bidders. 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. The bidder shall also visit the site prior to bidding.
- B. **Surface and Subsurface Conditions:** Provisions concerning surface and subsurface conditions, if any, are set forth in a document titled Geotechnical Data (Document 00320).

The document provides the identification of:

1. those reports of explorations and tests of subsurface conditions at the site which have been utilized in preparing the Contract Documents; and
 2. those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site which have been utilized in preparing the Contract Documents.
- 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 an 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.

1.4 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 the 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.

1.4 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 Notice to Bidders;
 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.

1.5 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 and delivered to the ENGINEER no later than seven (7) calendar days prior to opening of Bids. In the ENGINEER's discretion, ENGINEER will send the written interpretation to all persons receiving a set of Bid Documents in the form of an Addendum. If the 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 to all prospective bidders.
- C. Each statement made in an Addendum is part of the Contract Documents at the location designated in the Addendum. A statement issued in an Addendum shall have the effect of modifying a portion of the Bid Documents when the statement in the Addendum specifies a 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 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 ENGINEER can make a proper appraisal.
- C. 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 ENGINEER and will be in the form of an Addendum issued to all Bidder's holding Bid Documents indicating that the additional

equipment or materials are approved as equal to those specified for the Project.

- E. The Construction Contract, if awarded, will be 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. Not Required

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. 00300.
- 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 75 percent of the dollar value of the total contemplated Work (exclusive of the supply of materials and equipment to be incorporated in the Work) without OWNER's prior written approval.

2.6 SUBMISSION OF BIDS

- A. Bids shall be submitted at the time and place indicated in the Invitation to Bid and should be enclosed in an opaque sealed envelope, marked with the Construction Contract name and number, the name and address of the Bidder, and the date and the opening time for Bids. If the Bid is sent through the mail or other delivery system the sealed envelope should be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. It is the sole responsibility of the Bidder to deliver the Bid before the scheduled time.
- B. 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. The Bid portion of the Bid Form which is included in these Contract Documents, which shall be in the form of a lump sum, or in the form of unit pricing pursuant to the Bid Schedule, as called for in the Bid Form.
 - 2. The Bid Security.
- 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, Bids may be modified or withdrawn if a written notice of modification or withdrawal is signed by Bidder and delivered to the place where Bids are to be submitted. Bid Security will be returned upon proper withdrawal of a Bid prior to the time for Bid opening.
- B. Within 24 hours after Bids are opened, any Bidder may file written notice with OWNER that there was a substantial mistake made in the preparation of its Bid. Bidder must thereafter promptly demonstrate Bidder's mistake. The OWNER has sole discretion to determine whether to permit any modification or withdrawal or the return of any Bid Security.
- C. When it appears a mistake has been made, or when the OWNER desires an assurance of any matter, the OWNER may request a Bidder to confirm the Bid in writing.

2.8 OPENING OF BIDS

- A. Bids will be opened and read aloud publicly unless obviously non-responsive. An abstract of the amounts of the base schedule of prices and any alternate schedules will be made available for review after the opening of Bids.
- B. Any Bids received after the time specified in the Invitation to Bid will be returned unopened.

2.9 BIDS SUBJECT TO ACCEPTANCE FOR 7 DAYS

- A. All bids remain subject to acceptance for 7 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 00425. One completed form shall be submitted after Bidder receives Notice of Intent to Award.
 - 2. **Subcontractor and Supplier Report:** Document 00430. 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 ENGINEER's request, a Bidder, whose Bid is under consideration for award shall submit to the ENGINEER the following information for the Bidder. ENGINEER may request like information on Bidder's Subcontractors, Bidder's Suppliers or any other information the 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 ENGINEER.
- B. If Bidder believes any information should be held confidential for business reasons, Bidder must submit a written claim of business confidentiality for that particular information and include a specific statement of the reasons supporting the claim pursuant to Utah Code Ann. ↓ 63-2-308.
- C. Untimely response or failure to provide the requested information by Bidder will release OWNER of any obligation to further consider the Bidder's Bid.

3.3 EVALUATION OF BIDS

- A. OWNER reserves the right: to reject any and all Bids or any part thereof; to waive any

informalities in the Bid Schedule and elsewhere; to negotiate and agree to contract terms with the successful Bidder; to disregard non-conforming, non-responsive, unbalanced or conditional Bids; and to withhold the award for any reason deemed in the best interests of the OWNER.

- 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.
- 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.
- F. To establish qualifications of Bidder, OWNER may request such data indicated in the Bid Documents, conduct such investigations as OWNER deems appropriate, and consider any other information (whether obtained from the Bid, the Bidder, or any other source).
- G. If the Construction Contract is to be awarded, it will be awarded to the most responsive

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

H. Bid Schedules will be evaluated as follows:

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

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

- A. The Contract Price identified in the Agreement represents the cost of the work which is to be paid by the OWNER to the CONTRACTOR.
- B. Adjustments to the Contract Price which are agreed to between the OWNER and the successful Bidder shall be 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 six (6) originals will be signed and returned to the OWNER. One executed original will be returned to the Bidder. Bidder shall comply with all execution requirements.
- B. All of Bidder's executions and submittals must be delivered to the OWNER before OWNER will execute the Construction Contract. The Construction Contract will not be deemed awarded and shall not be binding on the OWNER until it has been approved and executed by the OWNER, and a fully executed copy is formally delivered to the CONTRACTOR. The OWNER reserves the right to rescind its Notice of Intent to Award without liability, except for the return of Bidder's Bid Security, at any time before the Construction Contract has been fully executed by all parties and delivered to the CONTRACTOR.
- C. Transfers, delegations or assignments of interests in the Contract Documents are prohibited, unless prior written authorization is received from the OWNER.
- D. At the time of Bidding, and the signing of the Agreement, and at all times during the Work, Bidder shall be properly licensed to do the Work and shall be in compliance with the license laws of the State of Utah, Salt Lake City and Salt Lake County. The Bidder shall also require all Subcontractors to do the same.
- E. If a Bidder fails to fully and properly execute the Construction Contract and provide all submittals required therewith within 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.

END OF DOCUMENT

DOCUMENT 00400

BID

PART 1 GENERAL

1.1 BID PROPOSAL

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

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- 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.
- D. Bid Bond - Not Applicable
- E. The undersigned proposes to execute the attached contract within five (5) days after the Notice of Intention to Award, and to begin work within five (5) days after being notified to do so by the OWNER.
- F. If OWNER finds it necessary to further define the Work, Contract Price, Contract Time or some other portion of the Purchase Order, after Bid opening, the Bidder promises to commence construction prior to or concurrent with the execution of the Purchase Order, if the Agreement Supplement is acceptable to the Bidder.
- G. It is understood that the OWNER has the right to reject this proposal or to accept it at the prices listed in the Bid Schedule.

PART 2 EXECUTION

2.1 BIDDER

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 _____, _____.

C. 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: _____

D. Title: _____

END OF DOCUMENT

DOCUMENT 00410
BID SCHEDULE

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

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

1.2 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as **EWP Warren Canal Project 2011**

1.3 REFERENCES

- A. APWA 01290: Payment Procedures.
- B. Document 00500: Agreement.

1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT

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

PART 2 PRICE SCHEDULES

2.1 BASE BID

- A. Location: The Base Bid covers work on the following location.
 - 1. The crossing of the Little Weber River under the Warren Canal.
- B. The following schedule constitutes the base bid

Schedule 1: Culvert Installation

Item No.	Specification Reference Number Classification of Unit Price Work	Quantity Unit	Unit Price	Amount
1	Install 8' diameter pipes, with bedding material	1 Lump sum	\$	\$
2	Backfill and compaction above pipe zone	1 Lump sum	\$	\$
3	Install concrete canal lining with welded wire reinforcing	1 Lump sum	\$	\$
4	Removal and disposal of existing concrete lined canal	1 Lump sum	\$	\$

Item No.	Specification Reference Number Classification of Unit Price Work	Quantity Unit	Unit Price	Amount
5	Install 6" Loose-Placed Rip-Rap at ends of pipes	1 Lump sum	\$	\$
6	Compaction testing	hours	\$	\$
7	Foundation stabilization	500 Ton	\$	\$
8	Construction access	3300 Ton	\$	\$
9	Coffer dam	1 Lump sum	\$	\$
10	Intlet and Outlet channel excavation	1 Lump sum	\$	\$
11	Fabric for access road	1880 Linear feet	\$	\$
12	Canal Closure	days	n/a	

Total = \$ _____

2.2 GRAND TOTAL

A. The following summaries the totals of the above schedules.

1. Base Bid (Scheduled 1)	\$	~~~~~
TOTAL =	\$	~~~~~

PART 3 MEASUREMENT AND PAYMENT

3.1 GENERAL

- A. Units of measurement are listed above in the price schedule(s).
- B. Measurement and payment procedures follow APWA Section 01290. *Any measurement and payment procedures included in this document are for the CONTRACTORS convenience are derived from Section 01290 and do not include all specifications from that section which may apply.*
- C. ENGINEER will take all measurements and compute all quantities.
- E. CONTRACTOR will verify measurement and quantities.

D. CONTRACTOR will provide all equipment, workers, and survey crews.

3.2 Measurement

A. General:

1. Measurement methods specified in the individual Sections of these specifications are intended to compliment the criteria of this Section.
2. Furnish labor to assist ENGINEER in obtaining and handling test samples at site or sources.

B. **Unit of Measurement:** Refer to the Bid Form that identifies the unit of measurement to be used for unit price items.

C. **Weight Basis:** Measured by scale or by handbook weights for the type and quantity of material actually furnished and used.

1. For material to be measured and paid for by weight, furnish accurate scales. Use platform scales of sufficient size and capacity to permit the entire vehicle or entire combination of vehicles to rest on the scale platform while being weighed. Combination vehicles may be weighed as separate units provided they are disconnected while being individually weighed. Pay for all costs incurred as a result of regulating, adjusting, testing, inspecting, and certifying scales.
2. ENGINEER may be present to witness weighing and to check and compile daily records of such scale weights; however, in any case, furnish weigh slips and daily summary weigh sheets. Furnish duplicate weigh slip or a load slip to each vehicle weighed and deliver the slip to ENGINEER at the point of delivery of the material.

3. If the material is shipped by rail, certified car weights will be accepted. Only actual weight of material will be paid for and not minimum car used for assessing freight tariff. Car weights will not be used for material to be passed through mixing plants.
 4. Trucks used to haul material shall be weighed empty daily and at such additional times as directed. Each truck shall bear a plainly legible identification mark. ENGINEER may require the weight of the material verified by weighing empty and loaded trucks on other scales.
- D. **Area Basis:** Measured by square dimension using mean length and width or radius.
- E. **Linear Basis:** Measured by linear dimension at the item centerline or mean chord.
- F. **Volume Basis:** Measured by cubic dimension using mean length, width and height or thickness.
1. Volumes will be determined and based upon material compacted in-place (not loose measure as per delivery ticket).
 2. When it is impractical to determine the volume by rectilinear measurements in place or by the specified method of measurement, or when requested by the CONTRACTOR in writing and accepted in writing, the material will be weighed in accordance with the requirements specified for weight measurement. Such weights will be converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined and shall be agreed to by CONTRACTOR before such method of measurement of pay quantities will be accepted.
- G. **Each Basis:** Measured by the unit.
- H. **Lump Sum Basis:** Measured on a percent complete basis.

3.3 **Install 8' diameter pipes, with bedding material, Bid Item No. 1**

- A. Measured as lump sum.
- B. Payment covers the cost of the excavation of existing soil, installation of county provided 8' diameter pipes, supply and installation of required bedding materials, compaction, and mobilization.
- C. Payment covers the cost of incidental work such as fittings, site clearing, removal of interfering structures and obstructions, control of ground and surface water, trench subgrade stabilization, and repair of damaged coatings as applicable.
- D. **The Warren canal shall not be closed before August 20th, and it may only be closed for 7 full days.** This date may be moved back in order minimize impact to agricultural uses, if allowed by the funding agency. Weber County will notify the successful bidder if the date is moved back. Moving this date back would most likely allow the completion date of the entire project to be moved back. No additional costs will be accepted for changing the date of canal closure.

3.4 Backfill and compaction above pipe zone, Bid Item No. 2

- A. Measured as lump sum.
- B. Payment covers the cost of supply and installation of the material back to the original road surface elevation across the entire width of the cut, compaction of the soil.
- C. Payment covers the cost of incidental work such as separating out the organics and mobilization.

3.5 Install concrete canal lining with welded wire reinforcing, Bid Item No. 3

- A. Measured as lump sum.
- B. Payment covers the cost of excavating out compacted material, welded wire reinforcement, supply and installation of concrete, and any other necessary channel preparation.
- C. Payment covers the cost of incidental work such as form work and mobilization.
- D. Concrete shall conform to ASTM C150. Compressive strengths for the concrete shall be 4,000 psi. The concrete needs to be set for 24 hours before the water is allowed on the concrete. This time needs to be accounted for in the construction allowed closure time.

3.6 Removal and disposal of existing concrete lined canal, Bid Item No. 4

- A. Measured as lump sum.
- B. Payment covers the cost of demolition of concrete, loading, hauling, and disposal of the existing concrete lined canal.
- C. Payment covers the cost of incidental work such as disposal fees, transportation costs.

3.7 Install 6" Loose-Placed Rip-Rap at ends of pipes, Bid Item No. 5

- A. Measured as lump sum.
- B. Payment covers the cost of supply and installation of 6" rip-rap, to be placed from the toe of the slope to 3' above the top of the pipes. The rip-rap shall cover all disturbed materials.
- C. Payment covers the cost of incidental work required to place the rip-rap.

3.8 Compaction testing, Bid Item No. 6

- A. Measured as an hourly rate.
- B. Payment covers the cost of supply and installation certified inspection service to make compaction test per APWA specifications, and provide compaction reports to the county.
- C. Payment covers the cost of incidental work.

3.9 Foundation stabilization, Bid Item No. 7

- A. Measured as per ton.
- B. Payment covers the cost of supply and installation of 6” minus sub-grade with woven structural fabric to be placed under the pipe zone as needed. Supplier sheets shall be provided to verify amount of material used. Includes
- C. Payment covers the cost of incidental work required to place the foundation stabilization.

3.10 Construction access, Bid Item No. 8

- A. Measured as per ton.
- B. Payment covers the cost of supply and installation of 6” minus sub-grade to be placed on woven geo-fabric. Supplier sheets shall be provided to verify amount of material used. Includes all necessary compaction, and supply, installation and removal of pipes for temporary access.
- C. Payment covers the cost of incidental work required to place and compact the construction access.
- D. Note that the access road to be used will be determined by the cultural resource findings, and only one of the access roads will be constructed. The county is securing the access easement.

3.11 Cofferd dam, Bid Item No. 9

- A. Measured as lump sum.
- B. Payment covers the cost of installation and removal of temporary construction coffer dam, and dewatering of construction site. On site soil materials may be used to construct the coffer dams. The removed materials shall be smoothed out and disposed of on site.
- C. Payment covers the cost of incidental work for coffer dams.

3.12 Inlet and Outlet channel excavation, Bid Item No. 10

- A. Measured as lump sum.
- B. Payment covers the cost of excavation and disposal of material in order to open and grade the drainage channels for adequate flow.
- C. Payment covers the cost of incidental items required for the inlet and outlet excavation.

3.13 Fabric for access road, Bid Item No. 11

- A. Measured as per linear feet.
- B. Payment covers the cost supply and installation of the geo-fabric to be placed under the access road. The fabric shall be a heavy woven fabric.
- C. Payment covers the cost of incidental items for installation of the fabric.

3.14 Canal Closure, Bid Item No. 12

- A. Measured per day.
- B. Liquidated Damages will be charged for time over the days bid, see Document 00500.

END OF DOCUMENT

DOCUMENT 00500

PURCHASE ORDER AGREEMENT

(Project will be awarded by Purchase Order with the following conditions. The term agreement below refers to the purchase order)

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: _____
- B. Address: _____

- C. Telephone number: _____
- D. Facsimile number: _____

1.2 OWNER

- A. The name of the OWNER is Weber County.

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as EWP Warren Canal Project 2011.

1.4 ENGINEER

- A. Weber County Engineer is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

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.
- C. An Agreement Supplement [____] is, [X] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is:
_____ dollars
and _____ cents. (\$_____).

2.2 CONTRACT TIME

- A. Substantial Completion of the Work shall occur:
 1. By August 29st, 2011.
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time.
- C. 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: August 9, 2011

2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 1 day(s) after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER 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. 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. 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 financial 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:**
Ten Thousand dollars and Zero cents (\$ 10,000) 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. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.
 3. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.
Ten Thousand dollars and Zero cents (\$ 10,000) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.
 4. **Canal Closure Time:**
Fifteen Thousand dollars and Zero cents (\$ 15,000) for each day or part thereof that expires the canal remains closed beyond the days bid and Fifty Thousand dollars and Zero cents (\$50,000) for each day the canal remains closed for more than the allowed time (See Bid Schedule).
- C. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER'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, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of [_____] to cover such damage and expense.
- D. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To 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.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

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

___ day of _____, _____.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT

A. CONTRACTOR's signature: _____

B. Please print name here: _____

C. Title: _____

D. CONTRACTOR's Utah license number: _____

Acknowledgement

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____, _____
by _____

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

Notary's signature

Residing at

My commission expires:

Notary's seal

E. **Corporate Authority:** At the request of the OWNER, evidence satisfactory to the OWNER shall be submitted which shows the person executing this Agreement has the required authority to execute this Agreement.

3.3 OWNER'S SUBSCRIPTION AND ATTESTATION

- A. Approval as to form: _____
(Owner's attorney)
- B. Approval as to budget: _____
(Owner's financial officer)
- C. Owner's signature: _____
(Chairperson, Weber County Commission)

Acknowledgement

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ , _____
by _____

(person acknowledging, title and representative capacity, if any).

Notary's signature

Residing at

My commission expires:

Notary's seal

END OF DOCUMENT

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:

EWP Warren Canal Project 2011

The OWNER has considered the BID submitted by you for the above described WORK in response to its Notice Inviting Bids _____, 2011.
You are hereby notified that your BID has been accepted as follows:

TOTAL: \$ _____.

You are required to furnish the required CONTRACTOR'S Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you failed to furnish said Certificates within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

DATED this _____ day of _____, 2011.

OWNER : WEBER COUNTY

BY: _____

TITLE Commission Chair

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

this the _____ day of _____, 2011

BY: _____

TITLE: _____

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: EWP Warren Canal Project 2011

You are hereby notified to commence WORK in accordance with the Contracts dated _____, on or before _____ and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK therefore is _____

WEBER COUNTY

owner

BY: _____

ITS: Commission Chair _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

This, the _____ day of _____ 2011.

BY: _____

ITS: _____

CHANGE ORDER

Order No. _____

Date _____

Agreement Date _____

NAME OF PROJECT _____

OWNER Weber County

CONTRACTOR _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

JUSTIFICATION:

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER

\$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be increased by:

\$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be:

\$ _____

CHANGE TO CONTRACT TIME:

The CONTRACTING TIME will be increased by _____ calendar days.

The date for completion will be _____

Owner: _____

Architect/Engineer: _____

Contractor: _____

**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. Weber County.

1.5 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as EWP Warren Canal Project 2011.

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 therefor 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. **Corporate Acknowledgement:** In the County of _____, State of _____, on the _____ day of _____, _____, personally appeared before me _____ and _____, who, being by me duly sworn did say that they are the _____, and _____, of _____, a _____ corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors; and said persons acknowledged to me that said corporation executed the same.

Notary Public signature

Notary Public seal

F. **Partnership Acknowledgement:** In the County of _____, State of _____, on the _____ day of _____, _____, personally appeared before me _____ who, being by me duly sworn on oath did say that _____ is a partner in _____ partnership and that the foregoing instrument was signed pursuant to authorization of the partnership.

Notary Public signature

Notary Public seal

F. **Assumed Name Acknowledgement:** In the County of _____, State of _____, on the _____ day of _____, _____, personally appeared before me _____ who, being by me duly sworn did say that the foregoing instrument was signed with proper authority on behalf of _____ dba _____.

Notary Public signature

Notary Public seal

F. **Individual Acknowledgement:** In the County of _____, State of _____, on the _____ day of _____, _____, personally appeared before me _____ - _____, the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

Notary Public signature

Notary Public 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. Weber County Corporation.

1.5 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as EWP Warren Canal Project 2011

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. **Corporate Acknowledgement:** In the County of _____, State of _____, on the _____

_____ day of _____, _____, personally appeared before me _____ and _____, who, being by me duly sworn did say that they are the _____, and _____, of _____, a _____ corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors; and said persons acknowledged to me that said corporation executed the same.

Notary Public signature

Notary Public seal

F. **Partnership Acknowledgement:** In the County of _____, State of _____, on the _____ day of _____, _____, personally appeared before me _____ who, being by me duly sworn on oath did say that _____ is a partner in _____ partnership and that the foregoing instrument was signed pursuant to authorization of the partnership.

Notary Public signature

Notary Public seal

F. **Assumed Name Acknowledgement:** In the County of _____, State of _____, on the _____ day of _____, _____, personally appeared before me _____ who, being by me duly sworn did say that the foregoing instrument was signed with proper authority on behalf of _____ dba _____.

Notary Public signature

Notary Public seal

F. **Individual Acknowledgement:** In the County of _____, State of _____, on the _____ day of _____, _____, personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

Notary Public signature

Notary Public 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 00650
CERTIFICATE OF INSURANCE**

**PART 1
GENERAL**

1.1 PROCEDURE

- A. For filing purposes, add Certificates of Insurance to the Contract Documents following this page.

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 published by the Utah Chapter of the American Public Works Association.

Add the following paragraphs to article 2.2 (page 18).

2.2 COPIES OF DOCUMENTS

- C. Copies of all Contract Documents including the Manual of Standard Plans and the Manual of Standard Specifications shall be provided on site by the CONTRACTOR.

Modify paragraph 2.5C of the General Conditions (page 18) 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.

Modify Article 5.1 (page 26) 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.

Modify Article 5.2 (page 26) to read as follows.

5.2 **INSURANCE**

- A. In General: All policies of insurance provided shall be issued by insurance companies qualified to do business in the State of Utah and listed on the U.S. Treasury Department's current listing of approved sureties (Department of Circular 570) (as amended), or having a general policy holder's rating of not less than "A-" in the most current available A.M. Best Co, Inc.'s, Best Insurance Report. Except in the case of worker's compensation insurance, the City shall be included as an additional named insured in all insurance policies. CONTRACTOR shall furnish copies of certificates of insurance concurrent with or prior to the signing of the Agreement. The certificates shall name the OWNER as the certificate holder and as an additional insured (except in the case of workers compensation insurance). If requested, CONTRACTOR shall also furnish copies of the insurance policies secured for the Work.
- B. Worker's Compensation Insurance: In addition to other required insurance, the CONTRACTOR shall obtain and maintain during the life of the Construction Contract worker's compensation insurance as required by Laws and Regulations for all of CONTRACTOR's employees employed at the site of the Work, and in case any Work is subcontracted, the CONTRACTOR shall require the Subcontractor similarly to provide worker's compensation insurance for all of the latter's employees, unless such employees are covered by protection as required by Laws and Regulations.
- C. Public Liability and Property Damage Insurance: CONTRACTOR shall secure and maintain during the life of the Construction Contract and at all times thereafter when CONTRACTOR may be correcting, removing or replacing Defective Work, a comprehensive general public liability and property damage insurance policy. The policy shall protect the CONTRACTOR, the OWNER, the ENGINEER, and any Subcontractor performing work covered by the Construction Contract from claims for damages for personal injury, including accidental death, and from claims for property damage which may arise from CONTRACTOR's operations under this Construction Contract, whether such operations be by the CONTRACTOR itself or by any

Subcontractor or by anyone directly or indirectly employed by either of them. Unless specified otherwise in the Supplementary Conditions, the minimum amounts of such insurance shall be \$1,000,000 for each occurrence, and \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. The insurance for this Project is not required to include specific insurance for environmental liabilities.

- D. Automotive Public Liability Insurance: Whenever CONTRACTOR or any Subcontractor shall use and operate owned, hired, or non-owned automobiles, trucks or other vehicles on public streets and highways in complying with the terms and conditions of the Construction Contract, CONTRACTOR or each Subcontractor shall carry automobile public liability insurance with limits not less than \$1,000,000.00 per occurrence.
- E. Insurance Non-cancelable for 30 Days: Each policy of insurance provided pursuant to the Contract Documents shall be absolutely non-cancelable for a period of not less than 30 days after notice of cancellation and shall contain the following provision or one substantially the same as the following:
- "This policy shall not be subject to cancellation, change, or reduction of coverage by the other party or parties hereto, unless notice, as defined herein, is sent to the OWNER, with a copy to the ENGINEER and the OWNER's attorney."
- F. Builder's Risk: CONTRACTOR agrees to and assumes the risk of loss for any damage or loss to the Work and Project by any means or occurrence until Substantial Completion. CONTRACTOR further agrees to obtain builder's risk or course of construction insurance in the total amount of the Contract Price.
- F. Builder's Risk: The Project involves construction which does not require the CONTRACTOR to provide builder's risk insurance.

END OF DOCUMENT

DOCUMENT 00900
ADDENDA AND MODIFICATIONS

PART 1
GENERAL

1.1 PROCEDURE

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

END OF DOCUMENT

DuroMaxx™ Specification Sheet

Scope

This specification describes DuroMaxx™ pipe for use such as storm sewers, sanitary sewers, industrial waste applications, drainage pipes, underground detention, infiltration, cistern or rainwater harvesting systems in 24" (600 mm) through 96" (2400 mm) nominal diameters.

Description

DuroMaxx™ is a reinforced polyethylene pipe with a smooth waterway wall and exterior profile that is reinforced with high strength galvanized steel ribs. The continuous reinforcing ribs are completely encased within the polyethylene profile. DuroMaxx™ is manufactured using a helical winding process that results in a continuously fusion welded lap seam. The pipe profile is manufactured using a high quality stress-rated thermoplastic meeting the requirements of ASTM F2562 "Standard Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage" or AASHTO Designation MP-20. For the purpose of hydraulic design, the recommended Manning's "n" value shall be 0.012 for pipe diameters included within this specification.

Material Properties

Virgin high density polyethylene stress-rated resins are used to manufacture DuroMaxx™ pipe and complimentary fabricated fittings. Resins shall conform to the minimum requirements of cell classification 345464C as defined and described in the latest version of ASTM D3350 "Standard Specification for Polyethylene Plastics Pipe and Fittings Materials".

Joint Performance

Pipe lengths shall be joined on site using coupling bands, bell & spigots or Electro Fusion couplers especially designed for DuroMaxx™ pipe. Joints shall meet one of the performance levels as required and specified:

- **Soil Tight Joints (24" – 96")** shall be plain ended DuroMaxx™ pipe with Aluminized Type 2 (or optional Polymeric coated) CMP coupling bands and elastomeric gaskets (see Standard Drawings 1012802).
- **Low Head (LH) Joints (24" – 72")** shall be gasketed, stress-rated high density polyethylene bell and spigot joints (meeting the requirements set forth in the above Material Properties paragraph) that have been laboratory tested to 3 psi when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" (see Standard Drawing 1012803).
- **High Performance (HP) Joints (24" – 72")** shall be gasketed, bell and spigot joints where both the bell and spigot are reinforced with steel that is fully encased in stress-rated high density polyethylene (meeting the requirements set forth in the above Material Properties paragraph) and that have been laboratory tested to 15 psi when tested in accordance with ASTM D3212 "Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals" (see Standard Drawing 1012804).
- **Electro Fusion (EF) Joints (36" – 96")** shall utilize plain ended DuroMaxx™ pipe welded together utilizing exclusive pressure testable Electro Fusion couplers. The welded connections provide a true in-field watertight system assured by the pressure testable welded sleeves at each welded connection. The field installed Electro Fusion joints shall remain watertight with a "zero" leakage rate up to a test pressure of 30 psi (see Standard Drawing 1012805).

Fittings

All fabricated fittings and couplings supplied by the manufacturer shall be constructed to ensure no loss of structural integrity or joint tightness at welded seams and joints. Only those fittings supplied by or recommended by the manufacturer shall be used.

Installation

Installation shall be in accordance with ASTM D2321 "Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications" along with product-specific recommendations contained in Contech Installation Guidelines for DuroMaxx™ pipe, available from local Contech representatives or from www.contech-cpi.com.

Pipe Dimensions and Cover Limits

Nominal Pipe Size	Minimum Pipe Stiffness (Class 1)	Outside Diameter	Unit Weight**	Minimum Waterway Wall Thickness (t ₁)		Minimum Cover		Maximum Cover	
				in.	[mm]	ft.	[m]	ft.	[m]
24	34	24.9 [632]	11.3	.068	[1.70]	1	[.305]	50	[15.2]
30	28	30.9 [785]	15.5	.082	[2.08]	1	[.305]	50	[15.2]
36	22	37.1 [942]	20.8	.082	[2.08]	1	[.305]	50	[15.2]
42	20	43.2 [1097]	26.5	.082	[2.08]	1	[.305]	50	[15.2]
48	18	49.5 [1257]	29.1	.105	[2.70]	1	[.305]	30	[15.2]
54	16	55.5 [1410]	34.7	.105	[2.70]	1	[.305]	30	[15.2]
60	14	61.4 [1560]	41.6	.105	[2.70]	1	[.305]	30	[15.2]
72	14	74.1[1882]	65.6	.170	[4.30]	1.5	[.457]	30	[9.1]
84	8.5*	85.9 [2182]	76.3	.170	[4.30]	2	[.610]	25	[7.6]
96	5.5*	98.3 [2497]	87.0	.170	[4.30]	2.5	[.762]	20	[6.1]

4" and 96" min. pipe stiffness is not currently defined in ASTM Specification F2562 for Class 1 pipe. Contech has developed the required minimum pipe stiffness for these pipe diameters.

Approximate weights. Actual weight will vary with length and joint type.

The CONTECH Environmental Commitment

CONTECH is an environmentally conscious company committed to shaping the future of green building and design. DuroMaxx™ is CONTECH's newest contribution to our ecofriendly portfolio of civil engineering solutions. Starting with the manufacturing process, DuroMaxx™ consumes less than 35% of natural resources to produce AASHTO M294 HDPE pipe. The green design continues with DuroMaxx's steel reinforced ribs which are made of recycled steel in content levels ranging from 55-80%. Plus, when utilized appropriately, it can contribute to a variety of the U.S. Green Building Council's LEED credits in the categories for sustainable sites, water efficiency and landscaping, and materials and resources.



Quality Assurance Plan

The people allowed to make decisions in the field are listed below in order, highest ranked on top.

1. Curtis Christensen – County Engineer
2. Michael Tuttle – Assistant County Engineer
3. Chad Meyerhoffer and Rochelle Pfeaster – Engineering Project Managers