

Weber County, Utah

**PROJECT MANUAL**

FOR

**EWP 5900 West Box Culverts**

**JOB NO.  
2011-10**

*PREPARED BY*

Weber County Engineering Division

August 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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## INSTRUCTIONS TO BIDDERS

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### PART 1 GENERAL

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#### 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.
- B. **Surface and Subsurface Conditions:** Provisions concerning surface and subsurface conditions, if any, are set forth in a document titled Geotechnical Data (Document 00320).

- 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.

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## **PART 2 BIDDING PROCEDURES**

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### **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 45 DAYS

- A. All bids remain subject to acceptance for 45 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.

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## PART 3 EVALUATION AND AWARD

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### 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. Not applicable

### 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

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### PART 1 GENERAL

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#### 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

**EWP 5900 West Box Culverts**

- 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 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.
- F. 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.
- 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.

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### PART 2 EXECUTION

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#### 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**

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**PART 1 GENERAL**

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**1.1 DOCUMENT INCLUDES**

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

**1.2 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as EWP 5900 West Box Culverts.

**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.

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**PART 2 PRICE SCHEDULES**

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**2.1 BASE BID**

- A. Location: The Base Bid covers work an the following location.
  - 1. Culvert crossing at 5900 West and approximately 450 North.
- B. The following schedule constitutes the base bid

**Schedule 1: Roadway Construction**

<b>Item No.</b>	<b>Specification Reference Number Classification of Unit Price Work</b>	<b>Quantity Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1	Box Culverts 33 05 02	1 Lump Sum	\$	\$

Item No.	Specification Reference Number Classification of Unit Price Work	Quantity Unit	Unit Price	Amount
2	Foundation Stabilization Material	XXX Cubic Yards	\$	\$
3	PVC Pipe 33 05 07	80 lineal feet	\$	\$
4	Water Main Loop	1 Lump Sum	\$	\$
5	Rip Rap 31 37 00	1 Lump Sum	\$	\$
6	Road Base 32 11 23	1 Lump Sum	\$	\$
7	Foundation Stabilization Fabric 31 05 19	1 Lump Sum	\$	\$

Total = \$ \_\_\_\_\_

## 2.2 GRAND TOTAL

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

1. Base Bid \$ \_\_\_\_\_

TOTAL = \$ \_\_\_\_\_

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## PART 3 MEASUREMENT AND PAYMENT

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### 3.1 GENERAL

- A. Units of measurement are listed above in the price schedule(s).
- B. Measurement and payment procedures follow APWA Section 01290.
- 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 to assist

ENGINEER in making measurements.

### **3.2 Box Culverts, Bid Item No. 1**

- A. Measured as a Lump Sum.
- B. Payment covers all mobilization, all necessary excavation for culverts, disposal of excavated material including asphalt, placing of box culverts per manufacturer's specifications, backfill material, and compaction tests.
- C. Payment covers the cost of incidental work such as potholing, removal of interfering structures, subgrade stabilization, shoring and bracing, and any temporary roadway surfacing materials.
- D. Please note that the first of the Box Culverts will not be available from Old Castle Precast until about August 24<sup>th</sup>. They should all be available by the 29<sup>th</sup>. Please contact Steve Ulm with Old Castle Precast 801.624.7002 to verify if the boxes will be finished before the 29<sup>th</sup>. They should know the first part of the week of the 15<sup>th</sup> of August.

### **3.3 Foundation Stabilization Material, Bid Item No. 2**

- A. Measured per cubic yard.
- B. Payment covers all mobilization, all necessary excavation, disposal of excavated material, supply and installation of material, and compaction tests.
- C. Payment covers the cost of incidental work such as potholing, removal of interfering structures, subgrade stabilization, shoring and bracing, etc.

### **3.4 PVC Pipe, Bid Item No. 3**

- A. Measured along the pipe from center to center of manholes, catch basins, or other structures, or to the end of pipe where no structure exists, with no deduction for fittings.
- B. Payment covers the cost of the sizes and types of pipe indicated, with installation per APWA Plan No. 381, and surface restoration not identified as separate pay items in the price schedule.
- C. Payment covers the cost of incidental work such as potholing, couplings, gaskets, adapters, plugs; water service loops; temporary capping of pipes; cleaning new pipe prior to acceptance by OWNER, commissioning pipelines; temporary sewer connections; reconnection of the existing sanitary sewer into the new sanitary sewer; connecting new sanitary sewer to existing structures.
- D. There will be no payment for over excavation unless approved in writing by the ENGINEER prior to the excavation.

### **3.5 Water Main Loop, Bid Item No. 4**

- A. Measured by actual field count.
- B. Payment covers the cost of the 10" C900 pipe, with installation per Drawings and APWA Plan No. 381 and surface restoration not identified as separate pay items in the price schedule.
- C. Payment covers the cost of incidental work such as potholing, gaskets, bolts and nuts, bends, sleeves, transition couplings; joint retaining devices; miscellaneous fittings;

greasing and wrapping all exposed fittings, bolts and nuts; additional saw cut and removal of trench pavement, excavation, pipe dewatering, and roadbase outside the typical trench section due to the additional excavation required for the installation of the loop; concrete thrust restraints; disinfection and commissioning pipeline.

- D. There will be no payment for over excavation unless approved in writing by the ENGINEER prior to the excavation.

**3.6 Rip-Rap, Bid Item No. 5**

- A. Measured as lump sum.
- B. Payment covers the cost of supply and installation of 6" rip-rap.
- C. Payment covers the cost of incidental work required to place the rip-rap.

**3.7 Road Base, Bid Item No. 6**

- A. Measured as lump sum.
- B. Payment covers the cost of supply and installation of 3/4" crushed aggregate road base material, and all required compaction tests.
- C. Payment covers the cost of incidental work required to place the road base, including but not limited to survey, grading, etc.

**3.8 Foundation Stabilization Fabric, Bid Item No. 7**

- A. Measured as lump sum.
- B. Payment covers the cost supply and installation of the geo-fabric to be placed under the culverts. The fabric shall be a heavy woven fabric.
- C. Payment covers the cost of incidental items for installation of the fabric.

END OF DOCUMENT

# DOCUMENT 00500

## 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 5900 West Box Culverts.

#### 1.4 ENGINEER

- A. Weber County Engineering 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

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#### 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.
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

- C. An Agreement Supplement [\_\_\_\_\_] is, [] 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. on August 30, 2011 at midnight
- 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 17<sup>th</sup>, 2011

## 2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 1 days 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. Five thousand dollars and Zero cents (\$ 5,000 ) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

B. **Work Sequence Completion:** N/A

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 \$5,000 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

**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: \_\_\_\_\_  
(Signature of City Engineer or City Engineer designee)

**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 5900 West Box Culverts

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 5900 West Box Culverts

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: \_\_\_\_\_

**CERTIFICATE OF COMPLETION**

---

CONTRACTOR: \_\_\_\_\_

PROJECT: EWP 5900 West Box Culverts

PROJECT NO.: 2011-10

The work performed under the subject Contract has been reviewed on this date and found to be completed.

DEFINITION OF COMPLETION

The date of completion of a project or specified area of a project is the date when the construction is complete in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the Owner can occupy the project or specified area of the project for the use of which it was intended.

---

COUNTY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

WEBER COUNTY ENGINEERING

The Contractor accepts as full restitution for work performed on the above stated projects the final payment in the amount of:

\$ \_\_\_\_\_.

---

CONTRACTOR \_\_\_\_\_ DATE \_\_\_\_\_

AUTHORIZED REPRESENTATIVE

The Owner accepts the project or specified area of the project as substantially complete and will assume full possession of the project or specified area of the project at \_\_\_\_\_ (time) on \_\_\_\_\_ (date). The responsibility for heat, utilities and insurance under the Contract documents shall be as set forth below:

---

WEBER COUNTY COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_

COMMISSION CHAIR

**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. [ \_\_\_\_\_ Name of Agency contracting the Work \_\_\_\_\_ ].

**1.5 CONSTRUCTION CONTRACT**

A. The Construction Contract is known as [ \_\_\_\_\_ ].

## 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: \_\_\_\_\_

\*\*\*\*\*

**Instructions:** Select the appropriate affidavit from the following samples. Modify as necessary.

**When editing this document be sure to delete these "Instructions ".**

\*\*\*\*\*

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 Uintah Elementary School Detention Basin.

## 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.

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**PART 3  
EXECUTION**

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**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**

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**PART 1  
GENERAL**

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**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**

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**PART 1**  
**GENERAL**

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**1.1 PROCEDURE**

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

END OF DOCUMENT