



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

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## ADDENDUM #2

WEBER COUNTY CORPORATION  
SOUTH FORK OGDEN RIVER GABION REPLACEMENT  
ADDENDUM DATE: December 24, 2013  
J-U-B PROJECT NO. 55-12-050 (Bidsync#:2013-351-2)

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The following is a list of changes, modifications or clarifications to the Bid documents.

1. Clarification: Question #1 on overall bid on Bid Sync Number 2013-351-2: Would you please clarify that native material can be used for the backfill behind the gabion wall.

Answer: Addendum 1 gave the following information "*Backfill behind the gabion wall is to be compacted to 95%. If native material can meet the requirements for the backfill, it can be used, otherwise import will be required. This item will be further addressed in a future addendum*" The backfill behind the gabion walls is to be a granular borrow material in accordance with Classification A-1-a, A-1-b, A-2-4, or A3, ASTM D-3282 with a 2" maximum particle size.

2. Clarification: Question #2 on overall bid on Bid Sync Number 2013-351-2: MS-211 Bedding indicates a bedding material to be used however on the plans C-301 and C-302 there is no section for bedding. Please clarify if a bedding material is required?

Answer: Bedding material will be required underneath the gabion baskets when a proper foundation cannot be obtained. Upon direction of the engineer in the field a course gravel material will be used for bedding per MS-211. See item #4 below.

3. Modification: Sheet C-201 has been modified to indicate the rock wall repair and Sheet C-202 has been modified to extend the south side gabion wall. See attached sheets C-201 and C-202
4. Modification: The Bid Form has been modified to include Bid Item #7 Rock Wall Repair, Bid Item #8 Granular Bedding Material, and has also increased the cubic yard amount for construct new gabion wall to include the additional length added on sheet C-202. See attached bid form, please use with bid submittal.
5. Modification: The measurement and payment has been modified to include payment on Bid Item #7: Rock Wall Restoration and Bid Item #8 Granular Bedding Material.

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6. Change: Add the following paragraph to Section 00 21 13 - Instructions to Bidders:

- 15.04 The bid package shall be submitted as follows:  
Enclosed in the main envelope, as described in Paragraph 15.02, shall be two (2) sub-envelopes, which shall be labeled and contain:  
Sub-Envelope 1: Bid Form and Bid Bond  
Sub-Envelope 2: One (1) hardcopy of all other required documentation as well as a CD or flash drive containing this information

This Addendum shall become a part of the contract and all Provisions of the Contract shall apply thereto.

The Bid Opening Date, Time and location remain as advertised.

BIDDERS will acknowledge receipt of this ADDENDUM in the space provided in the BID FORM AND BIDDER'S PROPOSAL.

  
\_\_\_\_\_  
Gregory L. Seegmiller, P.E.  
JUB Engineers

12/24/13  
Date



**BID FORM  
SECTION 00 41 00**

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**Weber County, 2380 Washington Blvd., Suite 320, Ogden, Utah, 84401**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

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

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

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

**Base Bid**

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
1	Mobilization and Demobilization	LS	1		
2	Temporary Controls	LS	1		
3	Clearing and Grubbing	LS	1		
4	Remove Existing Gabion Wall	LF	520		
5	Construct New Gabion Wall	CY	<b>485</b>		
6	Site Restoration	LS	1		
<b>7</b>	<b>Rock Wall Restoration</b>	<b>CY</b>	<b>3</b>		
<b>8</b>	<b>Granular Bedding Material</b>	<b>CY</b>	<b>50</b>		
<b>Total of All Unit Price Bid Items</b>					\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;

- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: \_\_\_\_\_
- G. Required Bidder Qualification Statement with supporting data; and
- H. Conflict of Interest Form

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

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

\_\_\_\_\_

By: \_\_\_\_\_  
*[Signature]*

\_\_\_\_\_

*[Printed name]*

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

Attest: \_\_\_\_\_  
*[Signature]*

\_\_\_\_\_

*[Printed name]*

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

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

Bidder's License No.:

\_\_\_\_\_ *(where applicable)*



## MEASUREMENT AND PAYMENT

### 1. MOBILIZATION AND DEMOBILIZATION

- A. Specification Reference: n/a
- B. Measurement shall be Lump Sum.
- C. Payment shall be full compensation for all preparatory operations for the project, including but not limited to those items necessary for the project site: acquisition and payment of all permits; videotaping; furnishing construction power and other utilities; furnishing, erecting, and maintaining of construction and project signs; mobilization, demobilization, installation of temporary facilities including access roadways; and for all costs associated with the project that are not included in other bid items.
- D. The lump sum cost of Mobilization shall not exceed 10% of the total bid schedule. Any bid proposal for mobilization that is greater than 10% of the total bid will be adjusted to the maximum amount of 10% of the total bid. The bid item so adjusted will be the CONTRACTOR'S bid for that item, and the CONTRACTOR'S bid for the project will be recalculated and the revised total used to compare with other bidders to determine the low bid. The OWNER will pay the adjusted lump sum price for "Mobilization and Demobilization".
- E. Payments will be made in accordance with the following table:

Partial Payment	Amount	When Paid
1st	25 percent of mobilization or 2.5 percent of original contract amount, whichever is less.	With first estimate
2nd	25 percent of mobilization or 2.5 percent of original contract amount, whichever is less.	With first estimate following completion of 5 percent of contract.
3rd	25 percent of mobilization or 2.5 percent of original contract amount, whichever is less.	With first estimate following completion of 10 percent of contract.
4th	25 percent of mobilization or 2.5 percent of original contract amount, whichever is less.	With first estimate following completion of 20 percent of contract.

### 2. TEMPORARY CONTROLS

- A. Specification Reference: n/a
- B. Measurement shall be Lump Sum.
- C. Payment includes the cost of noise control, dust and mud control, surface water control, ground water control, pollution control, dewatering plan and dewatering measures, and all erosion control required for the project. This item also includes all tasks necessary to obtain coverage under Utah's General Permit for Construction Activities, including, but not limited to, preparation, implementation, and maintenance of a Storm Water Pollution Prevention Plan.

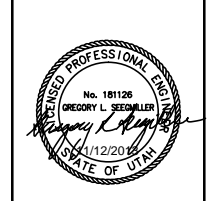
### 3. CLEARING AND GRUBBING

- A. Specification Reference: CS-UT-02
- B. Measurement shall be Lump Sum.

- C. Payment covers all costs of labor, materials, equipment, and appurtenances required to prepare surface; haul, place, and final grade fill for berms to the grades shown on the project plans; and sod finished surface; complete and in place.
4. **REMOVE GABION WALL**
- A. Specification Reference: CS-UT-03
  - B. Measurement shall be per Linear Foot as shown on the project plans.
  - C. Payment covers all costs of labor, materials, equipment, and appurtenances required to remove and dispose of existing gabion wall.
  - D. See also Bid Item 5.
5. **CONSTRUCT GABION WALL**
- A. Specification Reference: CS-UT-64
  - B. Measurement shall be per Cubic Yard, based upon total volume computed from the lines and grades shown on the drawings.
  - C. Payment includes all costs for labor, materials, equipment, and appurtenances required to excavate to required grades; furnish, install, and compact foundation material; furnish, construct, and install gabion baskets and appurtenances; install MARV Class A non-woven drainage geotextile; store, stockpile, and place gabion rock; provide, store, stockpile, and place backfill and topsoil; and all other items necessary for the installation of the gabion wall, complete and in place.
  - D. Contractor may choose to screen and re-use rock from removed gabions.
6. **SITE RESTORATION**
- A. Specification Reference: n/a
  - B. Measurement shall be Lump Sum.
  - C. Payment covers cost of all labor, materials, equipment, coordination and appurtenances to restore all disturbed areas to a condition equal to or better than pre-construction condition, including sodding, as called for on the plans.
  - D. Payment also includes the cost of all items necessary to complete construction and restore the construction site to acceptable conditions. This includes, but is not limited to removal of temporary construction structures, cleanup of all remaining materials on the construction site, and all other necessary clean-up measures to be taken as directed by the specifications and approved by the Engineer.
7. **REPAIR ROCK WALL**
- E. **Specification Reference: n/a**
  - F. **Measurement shall be per Cubic Yard of concrete grouted.**
  - G. **Payment includes all costs for labor, materials, equipment, and appurtenances required to repair washouts on the existing rock wall on Raymond Jones property with new concrete and all other items necessary.**
8. **Granular Bedding Material**
- H. **Specification Reference: n/a**
  - I. **Measurement shall be per Cubic Yard of bedding material placed. Material is to be course gravel per MS-211**

- J. **Payment includes all costs for labor, materials, equipment, and appurtenances required to place bedding material in areas in which a proper foundation cannot be obtained or that fill is required for line and grade. Bedding material is to be placed upon the direction of the inspector or engineer.**

END OF DOCUMENT

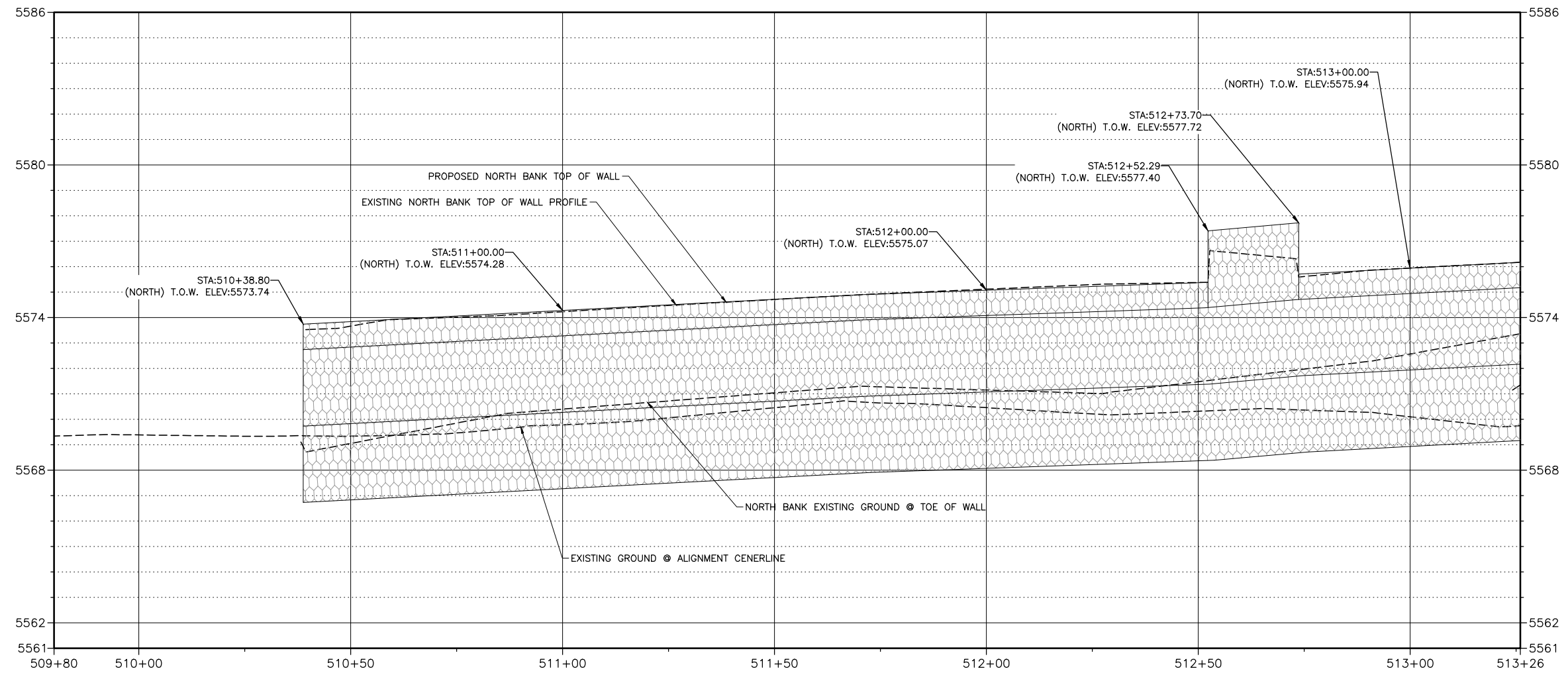
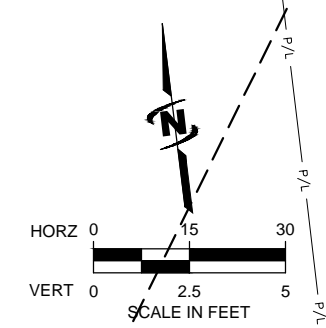
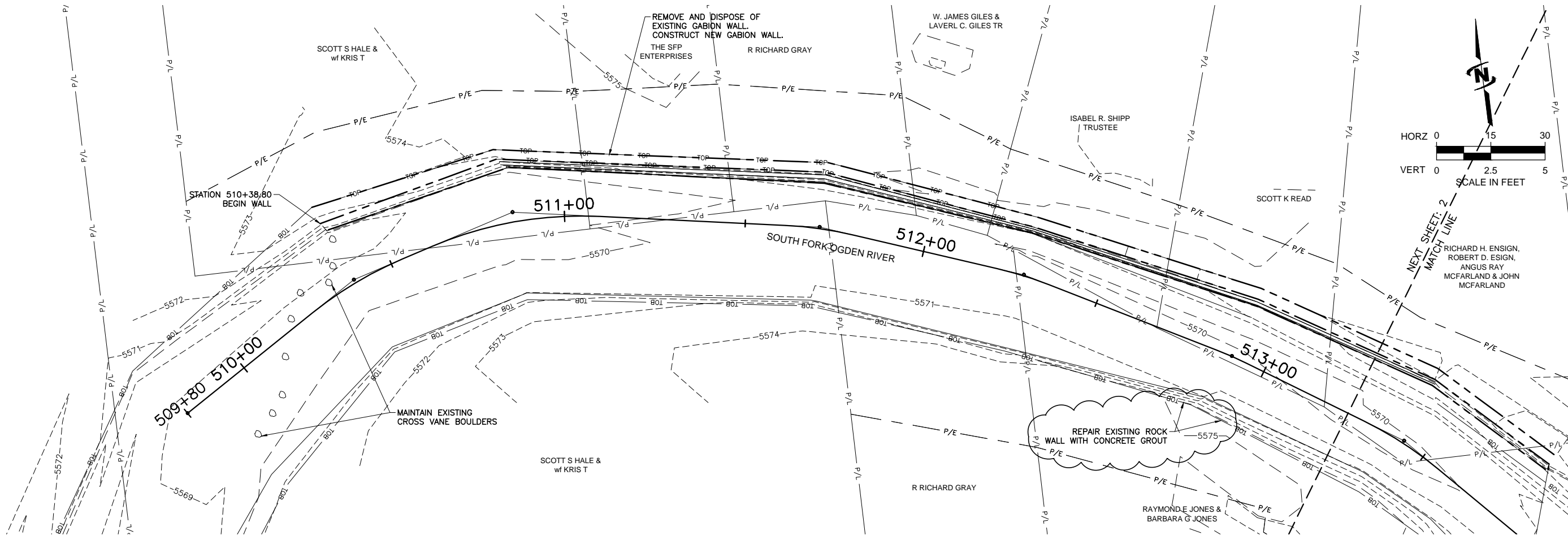


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NO.	REVISION	DATE
1	SOUTH FORK OGDEN RIVER GABION WALL	12/23/13

**SOUTH FORK OGDEN RIVER GABION REPLACEMENT**  
**WEBER COUNTY**  
**PLAN & PROFILE**

FILE: 55-12-050 C-20X SANS BERM 12-23-2013  
 JUB PROJ #: 55-12-050  
 DRAWN BY: BJM  
 DESIGN BY: BJM  
 CHECKED BY: DQS  
 AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
 LAST UPDATED: 12/23/2013  
 SHEET NUMBER:  
**C-201**



Plot Date: 12/23/2013 2:48 PM Plotted By: Riley Olsen  
 Date Created: 12/23/2013 1:45:51 PM Project: S:\SUB\WEBER COUNTY\55-12-050\WEBER CO. UPPER VALLEY EWP PROJECT\CAD\SHEET\55-12-050 C-20X SANS BERM 12-23-2013.DWG



REUSE OF DRAWINGS  
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NO.	REVISION	DATE
1	SOUTH BANK GABION WALL	12/23/13

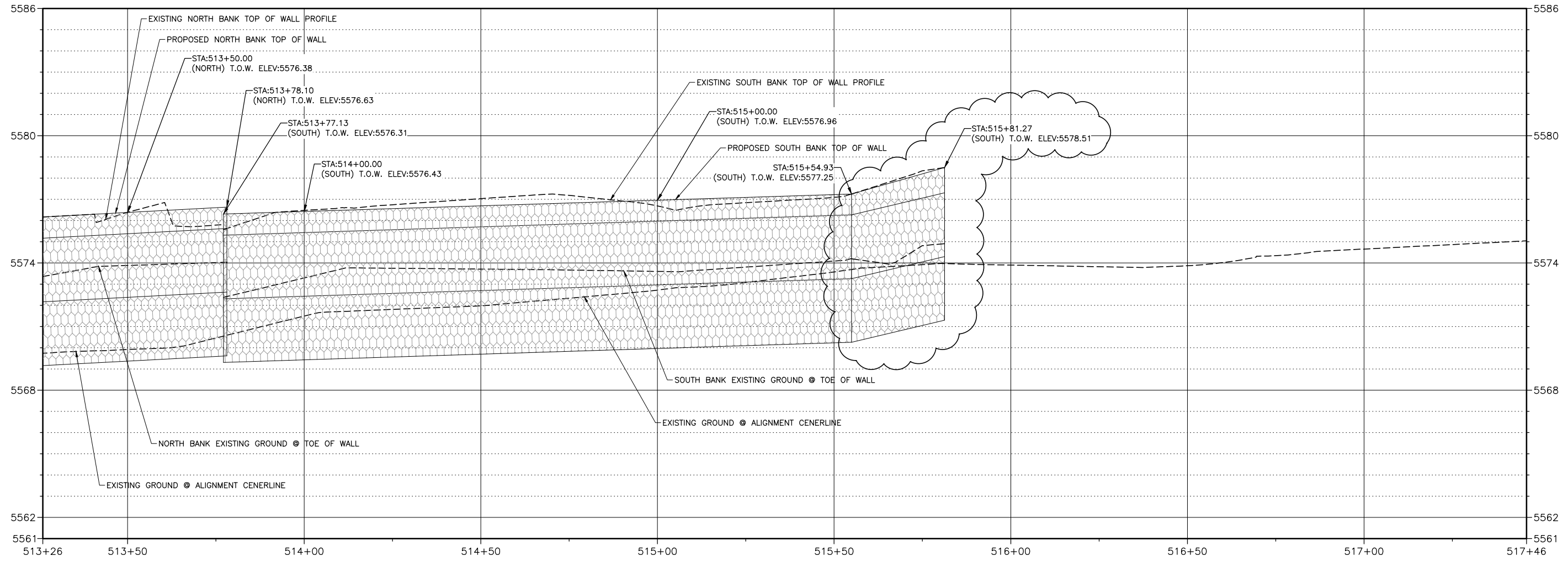
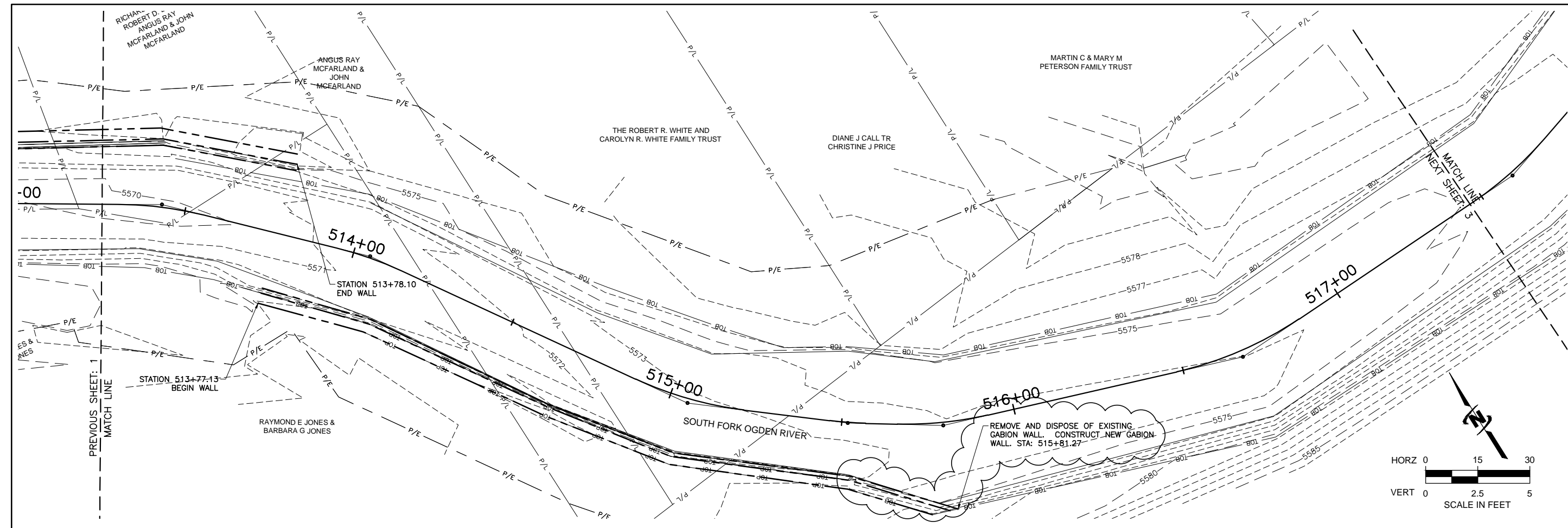
**SOUTH FORK OGDEN RIVER GABION REPLACEMENT  
WEBER COUNTY**

PLAN & PROFILE

FILE: 55-12-050 C-20X SANS BERM 12-23-2013  
JUB PROJ #: 55-12-050  
DRAWN BY: BJM  
DESIGN BY: BJM  
CHECKED BY: DGS

ONE INCH  
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY  
LAST UPDATED: 12/23/2013

SHEET NUMBER:  
**C-202**



Plot Date: 12/23/2013 2:52 PM  
 Plotted By: Riley Olsen  
 Date Created: 12/23/2013 1:45:51 PM  
 Project: S:\JUB\PROJECTS\WEBER COUNTY\55-12-050 WEBER CO. UPPER VALLEY EWP PROJECT\GABION WALL\55-12-050 C-20X SANS BERM 12-23-2013.DWG