

**Juab County
Mona, Utah**

PROJECT MANUAL

FOR

**Mona City
200 North and 300 North (Cow Lane)
Pavement Preservations
Mona, Utah**

PREPARED BY

RB&G Engineering, Inc.
1435 West 820 North
Provo, Utah 84601

May 10, 2017

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ADVERTISEMENT FOR BIDS

Juab County
160 North Main Street
Nephi, Utah 84648

Separate sealed BIDS for the construction of Mona City 200 North and 300 North (Cow Lane) Pavement Preservations will be received by the Juab County Clerk at the Juab County Clerk/Auditor's Office, 160 North Main Street, Nephi, Utah 84648 until 6:00 p.m. (Mountain Daylight Savings Time), Thursday, June 1, 2017, and then publicly opened on June 5, 2017 in the Juab County Commission meeting and read aloud.

Major items of work include construction of the following: 1,300 feet long by 44 feet wide of a two inch overlay (approximately 706 tons of asphalt), 1,000 feet long by 30 feet wide of a two inch overlay (approximately 370 tons of asphalt), 4,900 feet long by 28 feet wide of a four inch overlay (approximately 3,672 tons of asphalt), and 1,900 feet long by 28 feet wide of a four inch overlay (approximately 1,314 tons of asphalt).

The CONTRACT DOCUMENTS may be examined at the following locations:

Juab County Clerk/Auditor's Office, Nephi, Utah

Copies of the CONTRACT DOCUMENTS will be available Wednesday, May 17, 2017 and may be obtained at the Juab County Clerk/Auditor's Office, 160 North Main Street, Nephi, Utah upon payment of \$50.00 for each set (non-refundable). Copies of the documents will be mailed for an additional charge of \$10.00. An electronic copy may also be obtained by contacting Lynn Ingram, 435-623-1593, lynni@juabcounty.com.

Juab County reserves the right to reject any or all BIDS, or to waive any informality or technicality, or to accept BID deemed in the best interest of Juab County.

DOCUMENT 00 11 16
INVITATION TO BID

PART 1 GENERAL

1.1 CONSTRUCTION CONTRACT

- A. Bidders are invited to bid on the Construction Contract titled:
Mona City 200 North and 300 North (Cow Lane) Pavement Preservations, Mona, Utah
- B. For information about the award of this Construction Contract, contact Lynn Ingram at 435-623-1593.

1.2 DESCRIPTION OF WORK

- A. The location of the work is 200 North and 300 North (Cow Lane) in Mona City.
- B. The work to be performed consists of furnishing and installing the equipment, facilities, services and appurtenances thereto as included in the Contract Documents. Items of work are as follows:
 - 1. Mill and overlay work along Mona City 200 North and 300 North (Cow Lane) Pavement Preservations.

1.3 BIDDERS' PRE-QUALIFICATION

- A. Bidders are not required to be pre-qualified for this Project. However, qualification information is required to be submitted as requested in accordance with Section 2.7 of the Instructions to Bidders (Document 00 21 13).

1.4 BASIS OF BIDS

- A. Bids shall be on a unit price basis. Unsealed or segregated Bids will not be accepted.

1.5 CONTRACT TIME

- A. Contract will be Commenced no sooner than July 31, 2017 and Substantially Completed by September 30, 2017. Once a section of roadway has been milled the contractor has 5 working days to pave the roadway segment.

1.6 EXAMINATION AND PROCUREMENT OF DOCUMENTS

- A. Drawings, specifications, and other contract documents may be examined and obtained from the Juab County Clerk/Auditor's Office, 160 North Main Street, Nephi, Utah after

10:00 a.m., the 17th day of May, 2017. An electronic copy may also be obtained by contacting Lynn Ingram, 435-623-1593, lynni@juabcounty.com.

THE FOLLOWING DEPOSIT IS REQUIRED:

[X] \$ 50.00 Deposit - Non Refundable

1.7 PRE-BID CONFERENCE

- A. A pre-bid conference will not be held for this project.

1.8 BID SECURITY

- A. Bid Security in the amount of at least 5 percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders. Bid Security will be returned to each unsuccessful Bidder after tabulation and award of the Construction Contract.

1.9 BID OPENING AND LOCATION

- A. Sealed bids will be received at the Juab County Clerk/Auditor's Office, 160 North Main Street, Nephi Utah, 84648, until 6:00 p.m. (Mountain Daylight Savings Time), as conclusively established by the clock at the Bid opening location, on Thursday, the 1st day of June, 2017. These bids will be opened and publically read aloud on Monday, the 5th day of June, 2017 in the Juab County Commission meeting. Bids received after that time will not be accepted, opened, or read.
- B. On the outside of the envelope containing its Bid, the bidder **shall** indicate the Project title and include the bidder's return mailing address.

1.10 RIGHT TO REJECT BIDS

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

1.11 VALIDITY PERIOD FOR BIDS

- A. In consideration for the opportunity to submit a bid for the project described herein, bidder agrees to hold its bid open and firm for 30 days after the day of Bid opening, whether or not bidder is identified as the apparent low bidder at said opening. Bidders who withdraw their bid after Bid opening, but before expiration of the period specified above, shall forfeit their bid security if award of a contract, based upon the bid, is subsequently made to them.

1.12 GOVERNING LAWS AND REGULATIONS

- A. This project does not require the payment of specific wage rates. Payroll submittal will not be required.

- B. Bidders on this Work will be subject to the applicable provisions of all federal rules, laws and regulations or orders.
- C. Pursuant to Utah Code Ann. § 63G-11-103, the Contractor must certify that it is registered with and participates in a Status Verification System (such as E-Verify), as defined in the Utah Code, to verify the work eligibility status of its new employees that are employed in the State of Utah. The Contractor further must agree that it will require any subcontractor performing work on this project to similarly certify that it is registered with, and participates in, a state-approved Status Verification System to verify the work eligibility status of its new employees that are employed in the State of Utah. The Contractor will provide proof of enrollment and participation in a Status Verification System to the Owner with the signed Agreement.

END OF DOCUMENT

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 DEFINED TERMS

- A. Terms used in the Bid Documents which are defined in Article 1.1 of the General Conditions (Document 00 72 00) will have the meanings indicated in the General Conditions.

1.2 COPIES OF BID DOCUMENTS

- A. Complete sets of Bid Documents must be used in preparing Bids. OWNER and PROJECT MANAGER assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- B. Bid Documents are made available to Bidder only for the purpose of preparing Bids on the Work. A license or grant for any other use is not given.
- C. Bidding Document copyrights shall remain with the OWNER.
- D. All provisions of the current edition of the Manual of Standard Specifications, and Manual of Standard Plans with Supplements and Addenda, if any, published by the Utah Chapter of the American Public Works Association which are applicable to the Work are made a part of the Contract Documents by reference. The publications are available on the web at <http://utah.apwa.net>.

1.3 PRE-BID CONFERENCE

- A. A pre-bid conference will NOT be held for this project.

1.4 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. In General: Bidders are permitted to converse with PROJECT MANAGER or PROJECT MANAGER's personnel having knowledge of the Project, Plans, Specifications, Material sites, or conditions generally prevailing in the area of the Project to aid in pre-bid investigations. The OWNER is not bound by any statements or representations made by PROJECT MANAGER or PROJECT MANAGER's personnel before the bid opening or award of the Construction Contract, nor for any assumptions or conclusions reached by a prospective Bidder as a result of such communication unless the PROJECT MANAGER issues an Addendum to all prospective Bidders.
- B. Site, Access To: The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Bidder in performing the Work are identified in the Contract Documents. 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. Contract Documents: The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 1.4; that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents; and, that 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.

- D. Bidder's Obligations: The submission of a bid constitutes acknowledgement that Bidder has complied with all bidding instructions. It is the responsibility of each 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. Consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
 4. Study and carefully correlate Bidder's observations with the Contract Documents;
 5. Identify and notify PROJECT MANAGER in writing of all specific conflicts, errors or discrepancies in the Contract Documents, or if Bidder doubts their meanings; and
 6. Identify and notify PROJECT MANAGER in writing of all errors or omissions in estimates or statements of quantities or units specified in the plans, specifications or drawings, which are, or should be, reasonably apparent to a contractor qualified to perform the Work of the Project.
- The failure or omission of any Bidder to receive or examine any form, instrument, Addendum or other document, or visit the site and become acquainted with conditions there existing shall in no way relieve any Bidder from obligations with respect to Bidder's bid or to the Construction Contract.
- E. Deviations from the Terms of the Contract Documents: OWNER will not accept any deviations whatsoever from the printed terms of the Agreement (Document 00 52 00) and the Contract Documents, except by Addendum or Change Order.

1.5 PHYSICAL CONDITIONS

- A. In General: Before submitting a Bid, each Bidder will be responsible for review of OWNER's explorations, tests and data, if any, 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 the Geotechnical Data (Document 00 31 32). The document provides the identification of:
1. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by PROJECT MANAGER in preparing the Contract Documents; and
 2. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site which have been utilized by PROJECT MANAGER in preparing the Contract Documents.

- C. **Underground Facilities:** Information and data indicated in the Contract Documents regarding Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and PROJECT MANAGER by owners of such Underground Facilities. The OWNER does not assume responsibility for the accuracy or completeness thereof other than as provided in Article 4.3A.2 of the General Conditions (APWA Document 00 72 00) or unless expressly provided in the Supplementary Conditions to the General Conditions (Document 00 73 10).
- D. **Additional Explorations:** On request, 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. Bidder agrees to indemnify and save the OWNER harmless against and from all claims arising out of Bidder's activities during and after the performance of additional explorations.
- E. **Modifications to the Contract Documents:** Provisions concerning the adequacy of the data furnished for subsurface structures and underground facilities, and the possibility of changes in the documents due to differing conditions appear in Articles 4.2 and 4.3 of the General Conditions (APWA Document 00 72 00).

PART 2 BIDDING PROCEDURES

2.1 INTERPRETATIONS AND ADDENDA

- A. All requests for interpretation of the Contract Documents shall be made in writing and delivered to the PROJECT MANAGER no later than 7 calendar days prior to opening of Bids. If required, PROJECT MANAGER will send written interpretation to all persons receiving a set of Bid Documents in the form of a written Addendum. If a Bidder's request for interpretation is not responded to by PROJECT MANAGER, Bidder shall not rely on Bidder's interpretation in the request contrary to the intent and terms of the Contract Documents.
- B. OWNER will not be responsible for any explanations or interpretations, except those duly issued in the form of written Addenda.
- C. Addenda may also be issued to modify the Bidding Documents as deemed advisable by PROJECT MANAGER.
- D. Addenda issued during the time of bidding shall be deemed to be included in the Bid. Bidder must acknowledge receipt of each Addenda on the Bid form. Failure to acknowledge receipt will cause Bid to be non-responsive. All Addenda shall become a part of the Contract Documents.
- 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 use items of equipment and materials other than those identified in the Contract Documents, said Bidder or Supplier shall deliver a

written request for approval to the PROJECT MANAGER at least 7 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 (Document 00 72 00). It is the sole responsibility of the Bidder or Supplier to submit complete descriptive and technical information so that PROJECT MANAGER can make a proper appraisal.
- C. PROJECT MANAGER's failure to act upon such a request within three days after delivery shall be deemed a denial thereof.
- D. Any such approval is at the sole discretion of the PROJECT MANAGER and will be in the form of an Addendum issued to all Bidder's holding Bid Documents indicating that the additional equipment and materials are approved as equal to those specified for the Project.

2.3 BID SECURITY

- A. Bid security must be either in the form of a Bid Bond or cashier's check, as discussed below. No other form will be accepted.
- B. Amount of Bid security: The total amount of the Bid on which Bid security is to be based shall be the sum of all items of the Bid constituting the maximum amount of the possible award to the Bidder. The Bond amount must equal at least 5 percent of the total amount of the Bid.
- C. Bid Bond: The Bond shall accompany the Bid and shall be issued by a corporate surety company authorized to do business in the State of Utah. The Bond shall guarantee that the Bidder, if awarded the Work, will promptly enter into the Construction Contract to perform the Work in the manner required by the Contract Documents.
- D. Bond Form: The Bid Bond must be submitted using the Bid Bond Form (Document 00 43 30).
- E. Cashier's Check: If a cashier's check is used in lieu of a Bid Bond, the cashier's check must be drawn on a bank doing business in the State of Utah and made payable to Juab County.
- F. The cashier's check or Bid Bond of a Bidder to whom contract has been awarded will be returned to Bidder within three days after all the acts, for the performance of which said Bid Bond or Check is required, have been fully performed. The Bid Bonds and checks of all bidders will be held until the OWNER has awarded the contract or rejected all bids. The liability of the OWNER in connection with said checks shall be limited to the return of the checks as herein provided.
- G. Default: In the event of failure or refusal of the Bidder to enter into the Construction Contract and deliver to the OWNER a Performance Bond, Payment Bond and any other Bonds or documents required by the Contract Documents within ten days after award of the Work by the OWNER, the Bidder shall forfeit the sum of the Bid Bond or cashier's check to the OWNER as liquidated damages.

2.4 CONTRACT TIME AND PUNCH LIST TIME

- A. Provisions concerning Contract Time and Punch List Time are set forth in the Agreement (Document 00 52 00).

2.5 LIQUIDATED DAMAGES

- A. Provisions concerning liquidated damages are set forth in the Agreement (Document 00 52 00).

2.6 RETAINAGE

- A. Provisions concerning OWNER retaining money are set forth in the Agreement (Document 00 52 00).

2.7 QUALIFICATIONS OF BIDDERS

- A. Within seven (7) calendar days following a request by the OWNER, a Bidder whose bid is under consideration for award shall submit promptly to the OWNER any of the following information requested for the Bidder, or Bidder's Subcontractors, or Bidder's Suppliers:
 1. Evidence showing financial condition;
 2. Experience in performing work on projects of a similar type. Provide project information with references that can be contacted;
 3. Present construction commitments;
 4. Organizational structure for the project. Specifically provide the name of the project manager and on-site superintendents for the work and the experience of each;
 5. Equipment which is to be used to do the Work;
 6. Litigation or claims which are pending, threatened, settled or otherwise disposed of within the last 3 years;
 7. Evidence of ability to perform and complete the Work in a manner and within the time limit specified;
 8. All matters consistent with federal, state and local Laws and Regulations; and
 9. Such other data as may be called for in the Supplementary Instructions to Bidders (Document 00 22 13).

2.8 BID FORM

- A. The Bid form (Document 00 41 00) identifies all forms comprising the Bid Documents. Additional copies may be obtained from PROJECT MANAGER.
- B. Bids by corporations must be executed in the corporate name by the president, vice-president or other 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.
- C. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title and official partnership address must be shown.
- D. Where joint ventures are proposed by contractors, all parties concerned shall be pre-qualified. A letter asking permission to participate in a joint venture must be submitted by the contractors to the OWNER and permission granted before bid opening.
- E. All names must be typed or printed under or near the signature.

- F. The Bid shall contain an acknowledgment of receipt of all Addenda. The Addenda numbers must be filled in on the Bid form. Failure to include Addenda numbers on the acknowledgement will cause the Bid to be considered non-responsive.
- G. The Bidder's address and telephone number for communications regarding the Bid must be shown on the first page of the Bid form.
- H. The Bidder shall make no stipulations or alterations on the Bid forms. The Bidder must use only the Bid form and Bid Schedules bound in the Contract Documents. The complete Contract Documents should be submitted as the Bidder's Bid.
- I. Anyone signing any of the Contract Documents as the agent of another, or others, must file with it legal evidence of his/her authority to do so. Such evidence must be either a notarized power of attorney or a certified court order.

2.9 BID SCHEDULE

- A. 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 (Document 00 43 00) shall not be measured or paid for separately. The cost of such work or material shall be considered as included in the Contract Price.
- B. All blanks on the Bid Schedule (Document 00 43 00) must be completed in ink or by typewriter. If applicable, furnish both the unit and the total costs for each item. Numbers shall be stated in figures, and the signature of all persons signing shall be in longhand. The Bid Schedule must not contain any erasures, interlineation or other corrections unless each such correction is suitably authenticated, by affixing in the margin immediately opposite the correction, the surname or initials of the person or persons signing the bid. Any corrections, alterations or erasures made by the Bidder on the Bid Schedule shall be initialed in ink by the Bidder. All corrections, interlineations, etc. not made in ink or typewritten and authenticated as required herein shall be ignored, and shall not be deemed to modify figures and/or signatures or initials made in ink or typewritten.

2.10 SUBMISSION OF BIDS

- A. Bids shall be submitted at the time and place indicated in the Invitation to Bid (Document 00 11 16) and must be enclosed in an opaque, sealed envelope, marked with the Project title, the name and address of the Bidder, and the date and time of bid opening. 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. Delivery of the Bid before the scheduled time bid opening is the sole responsibility of the Bidder.
- B. Alternate bids, other than those called for in the Bid form, will not be considered.
- C. No oral, telegraphic, telephonic, facsimile or modified bids will be considered.

2.11 MODIFICATION AND WITHDRAWAL OF BIDS

- A. At any time prior to the opening of Bids, Bids may be modified or withdrawn if a written withdrawal is signed by Bidder and delivered to the place where Bids are to be submitted.
- 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 to the reasonable satisfaction of the OWNER. If OWNER agrees, Bidder may withdraw its Bid and the Bid security will be returned to the Bidder.
- C. AT OWNER's option, Bidder may resubmit a bid withdrawn for mistake as permitted herein and the bid will be considered for award of the Work to the Bidder on the following conditions: (1) There is clear and convincing evidence of the mistake, and (2) there is clear and convincing evidence of the intended bid. However, if the resubmitted bid, after correction, would displace an apparent low bidder, the evidence of mistake and the intended bid must appear substantially from the face of the original bid itself. OWNER's determinations in these circumstances shall be final.

2.12 OPENING OF BIDS

- A. Bids will be opened and read aloud publicly. 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. Bidders are invited to attend the bid opening.
- C. Award of the Work shall not be made at the bid opening. The only identification to be made at bid opening will be the "apparent low bidder".
- D. Any Bids presented or received after the time specified in the Invitation to Bid (Document 00 11 16) will not be accepted or opened. They will be either refused, or retained in the Office of the PROJECT MANAGER until such time as they can be returned. The time indicated by the "date and time received" stamp of the bid depository location shall be deemed conclusive.

2.13 BIDS TO REMAIN FIRM FOR SPECIFIED TIME

- A. All bids remain firm and subject to acceptance for 30 days after the day of the Bid opening. OWNER may, in its sole discretion, release any Bid and return the Bid security prior to expiration of that time period.

2.14 COMPLIANCE WITH EMPLOYMENT LAWS AND REGULATIONS

- A. Bidders are advised that the Construction Contract and its performance are subject to the applicable provisions of all Laws and Regulations. Bidder will be obligated upon written request, to give all applicable assurances of compliance in connection therewith.
- B. If federal nondiscrimination requirements are required, the Bidder shall be fully knowledgeable of, and comply with, such requirements.

PART 3 AWARD OF CONTRACT

3.1 EVALUATION OF BIDS

- A. OWNER reserves the right to reject any and all Bids; to waive minor informalities in the Bid Schedule and elsewhere so long as the informalities do not affect the Contract Documents or render the bid non-compliant with Laws and Regulation pertaining to bidding requirements; to negotiate and agree to contract terms with the successful Bidder; and to disregard non-conforming, non-responsive, unbalanced or conditional Bids.
- 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 to make an award to that Bidder. Such rejection may be because the Bid is not responsive; or the Bidder is unable, unqualified, or of doubtful ability; or the Bid or Bidder fails to meet any other pertinent standard or criteria established by OWNER in the Supplementary Instructions to Bidders (Document 00 22 13).
- C. In determining Bidders' ability to fulfill the contract, if awarded, OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as provided in the Subcontractors and Supplier Report (Document 00 43 36).
- D. OWNER may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Intent to Award the Construction Contract.
- E. To establish qualifications of Bidder, OWNER may request such data indicated in Article 3.1 hereinabove and conduct such investigations as OWNER deems appropriate.
- F. If the Construction Contract is to be awarded, it will be awarded to the lowest, qualified, responsible and responsive Bidder as determined by the OWNER. Alternates may be accepted depending upon availability of OWNER funds. Bid alternates will be considered in determining the lowest, qualified, responsible, and responsive Bidder.
- G. Bid Schedules will be evaluated as follows:
 - 1. Discrepancies in the multiplication of quantities of Work items and unit prices will be resolved in favor of the unit prices.
 - 2. Prices written out in form shall govern over prices 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.

3.2 SUBCONTRACTORS, SUPPLIERS AND OTHERS

- A. Bidder shall not subcontract more than 75 percent of the dollar value of the total contemplated Work (except for the supply of materials and equipment) without OWNER's prior written approval.

- B. Conflict of interest pertaining to Subcontractors is described in Paragraph 6.5H of the General Conditions (Document 00 72 00).

3.3 CONTRACT SECURITY AND OTHER SUBMITTALS

- A. Performance Bond (Document 00 61 13) and Payment Bond (Document 00 61 14): The OWNER's requirements as to Performance and Payment Bonds are as set forth in part 5 of the General Conditions (Document 00 72 00). Specific requirements are set forth in the Performance Bond (Document 00 61 13) and the Payment Bond (Document 00 61 14).
 - 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. Subcontractor and Supplier Report (Document 00 43 36): One form is required for each schedule specified in the Bid Schedule (Document 00 43 00) within 24 hours of OWNER's request. The Subcontractor and Supplier Report (Document 00 43 36) shall list the name and address, of each Subcontractor who will perform work or labor or render service to the Bidder at the site of the Work, or a Subcontractor who, off the job site, will specially fabricate a portion of the Work or improvement according to detail Drawings. In each instance, the nature and extent of the Work to be sublet in an amount in excess of 2 percent of the Bid sum shall be described.
- C. Bidder Status Report (Document 00 43 38): One completed form shall be submitted.
- D. Certificate of Insurance (Document 00 62 16): The OWNER's requirements as to insurance are as set forth in part 5 of the General Conditions (Document 00 72 00). Certificate(s) of required insurance are to be submitted as attachments to Document 00 62 16.
- E. 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 PROJECT MANAGER requests.

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

- A. The Contract Price identified in the Agreement (Document 00 52 00) represents the Cost of the Work which is to be paid by the OWNER to the CONTRACTOR. Adjustments to the Contract Price which are agreed to between the OWNER and the successful Bidder shall be effected by signing a Change Order concurrent with signing the Agreement.

3.5 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 deliver the required number of copies of the Agreement (Document 00 52 00) and attached documents to OWNER with the required Bonds. A minimum of 3 originals will be signed. One executed original will be returned to the Bidder.
- B. Transfers, delegations or assignments of interests in the Contract Documents are prohibited, unless prior written authorization is received from the OWNER.
- C. At the time of Bidding, Bid Opening, and the signing of the Agreement (Document 00 52 00), and at all times during the Work, Bidder shall be properly licensed to do the Work and shall be in compliance with the contractor licensing laws of the State of Utah.

PART 4 MISCELLANEOUS

4.1 SUBSTITUTE OR "OR-EQUAL" ITEMS

- A. The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings, Specifications and any Addenda.
- B. No application for substitutions or "or equal" items will be considered after bid opening until after CONTRACTOR signs the Agreement. If Bidder wishes to furnish or install a substitute or an "or-equal" item of material or equipment 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 (Document 00 72 00) and Section 01 25 00 of the APWA Standard Specifications.

END OF DOCUMENT

DOCUMENT 00 22 13
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Article 3.3 of the Instructions to Bidders (Document 00 21 13) is hereby amended. The following paragraph C is added.

3.3 SUBCONTRACTOR, SUPPLIERS AND OTHERS

C. The following firms have been under contract to the OWNER in the design phase of the Work and therefore shall not be used as Subcontractors.

1. Design Consultant: RB&G Engineering, Inc.

2. Other: _____

3. Other: _____

END OF DOCUMENT

**DOCUMENT 00 31 32
GEOTECHNICAL DATA**

PART 1 GENERAL

1.1 REPORTS OF EXPLORATIONS AND TESTS

- A. No site specific geotechnical data was used in the preparation of plans and specifications for this project.

END OF DOCUMENT

DOCUMENT 00 41 00
BID FORM

PART 1 GENERAL

1.1 BIDDER

- A. Name and address: _____

- B. Telephone number: _____
- C. Facsimile number: _____
- D. Contact Email Address: _____
- E. Tax identification number: _____
- F. Bidder holds license number _____, issued by the Utah State Department of Commerce, Occupational and Professional Licensing Division, on the day of _____, 20___. Bidder is licensed to practice as a _____ Contractor. License renewal date is the __ day of _____, 20__.

1.2 NOTICE

- A. Pursuant to Section 58-55-6(2)(g), Utah Code Annotated (UCA), it is unlawful to submit a bid for any work for which a license is required under Chapter 55 of Title 58, UCA, by a person or other business entity not licensed or excepted from licensure as a contractor under Chapter 55 of Title 58, UCA. Pursuant to Section 58-55-6(3), UCA, contracts for the work may not be awarded to any person or other business entity which violates Section 58-55-6(2)(g), UCA, in submitting its bid.

1.3 CONSTRUCTION CONTRACT

- A. Name of Project:
Mona City 200 North and 300 North (Cow Lane) Pavement Preservations, Mona, Utah

1.4 ADDENDA

- A. Bidder hereby acknowledges receipt of the following Addenda.

(list Addenda numbers here)

1.5 SUBMITTALS

- A. To bid for the Work, Bidder is required to submit:
1. This document (Document 00 41 00)
 2. Bid Schedule (Document 00 43 00)
 3. Bid Bond (Document 00 43 30)
 4. Bidder Status Report (Document 00 43 38)
- to the Bid location indicated in the Invitation to Bid (Document 00 11 16).
- B. Upon receipt of request from the PROJECT MANAGER, Bidder is required to submit:
1. Bidder Qualifications (Refer to Document 00 21 13, Part 2.7)
 2. Subcontractor and Supplier Status Report (Document 00 43 36)
- C. After receiving Notice of Award from PROJECT MANAGER that Bidder's Bid has been accepted, the following documents are to be submitted subsequent to the Notice of Intent to Award.
1. Document 00-52-00: Agreement, Executed by the Contractor.
 2. Document 00 61 13: Performance Bond.
 3. Document 00 61 14: Payment Bond.
 4. Document 00 62 16: Certificate(s) of Insurance required by Contract Documents.
 5. Certification of registration and participation in Status Verification System.

1.6 DEFINITIONS

- A. **Bid Documents:** The Bid Documents consist of the Invitation to Bid, the Instructions to Bidders, any Supplementary Instructions to Bidders, this Bid form, any supplements (or post-bid supplements) attached to this Bid form, the Bid Schedule, any data listed by and limited to the provisions in the Geotechnical Data Document (if any), and the Bid Bond.
- B. **Bid Bond:** Document 00 43 30.

PART 2 COVENANTS

2.1 BIDDER TO ENTER INTO AN AGREEMENT

- A. **In General:** Bidder agrees, if this Bid is accepted, to enter into a Construction Contract with the OWNER to perform and furnish all work specified or indicated in the Contract Documents and at the Contract Time and the Contract Price identified in the Agreement (Document 00 52 00).
- B. **Change Order:** If it becomes necessary to further define the Work, Contract Price, Contract Time or some other portion of the Construction Contract prior to signing the Agreement (Document 00 52 00), PROJECT MANAGER shall prepare a Change Order describing such change. The necessity for preparing such a Change Order is the OWNER's sole option. If the Change Order is acceptable to the Bidder, the Bidder agrees to execute the Change Order concurrent with the execution of the Agreement.

2.2 BIDDER ACCEPTS TERMS AND CONDITIONS

- A. Bidder accepts all of the terms and conditions of the Bid Documents, including without limitation those dealing with the disposition of Bid security.
- B. Bidder will pick up, sign and submit the Agreement (Document 00 52 00) with the Bonds and other documents required by the Agreement within 10 days after the date of OWNER's Notice of Intent to Award the Construction Contract.

2.3 REPRESENTATION OF BIDDER

- A. In submitting this Bid, Bidder represents, as more fully set forth in the Instructions To Bidders (Document 00 21 13), that:
 - 1. **Nature of the Work:** Bidder has become familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - 2. **Surface and Subsurface Conditions:** Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Geotechnical Data (if any).
 - 3. **Underground Utilities:** Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site.
 - 4. **Bidder Investigation:** Bidder has correlated the results of all observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - 5. **Discrepancy Resolutions:** Bidder has given PROJECT MANAGER written notice of all conflicts, errors or discrepancies that Bidder has discovered in the Contract Documents and acknowledges that all written resolutions thereof, issued by PROJECT MANAGER prior to Bid opening, are acceptable to Bidder.

2.4 OWNER'S RIGHTS AT BID AWARD

- A. Bidder agrees OWNER has the right to reject this Bid, or to award the Work or any part thereof to the undersigned at the prices stipulated. Bidder agrees to make no claim for damages for such rejection or award.
- B. If the Bid is rejected, then the Bid security shall be returned to the Bidder.
- C. If the Bid is accepted, the OWNER will notify Bidder of OWNER's intent to award the Construction Contract to the Bidder. The Bidder shall have 10 days to sign the Agreement (Document 00 52 00) and any negotiated Change Order issued pursuant to Article 10.1 of the General Conditions (Document 00 72 00), and to deliver the same, together with the required Performance Bond and Payment Bond, to the OWNER. If Bidder fails to sign and deliver the Agreement or negotiated Change Order and the required Bonds, as specified, the Bid security, at OWNER's option, shall be claimed and cashed and the amount thereof paid to OWNER as liquidated damages for the failure of the Bidder to comply with the terms of the Bid.
- D. Bidder agrees the Bid may be rejected if the submittals required by this Document or the Notice of Intent to Award are not submitted within the time listed in the Notice of Intent to Award.

2.5 NON-COLLUSION

- A. Bidder agrees the Bid is genuine. The Bid is not made in the interest of or on behalf of any undisclosed person, firm 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 person, firm or corporation to refrain from bidding.
- D. Bidder has not sought by collusion to obtain for itself any other advantage over any separate Bidder or over OWNER.

2.6 BID PRICING

- A. Bidder will complete the Work for the prices listed in the Bid Schedule (Document 00 43 00). Bidder agrees that quantities for Unit Price Work are not guaranteed. (Refer to Article 11.7 of the General Conditions (Document 00 72 00)).

2.7 SUBSTANTIAL COMPLETION, PROJECT COMPLETION AND LIQUIDATED DAMAGES

- A. Bidder agrees that the Work will be Substantially Complete and ready for Final Inspection on or before the expiration of the Contract Time indicated in the Agreement (Document 00 52 00).
- B. Bidder agrees the Work will be complete and ready for final payment in accordance with Article 14.9 of the General Conditions (Document 00 72 00) on or before the expiration of the Punch List Time indicated in the Agreement.
- C. Bidder accepts the provisions of the Agreement (Document 00 52 00) as to liquidated damages in the event of failure to complete the Work on time and in accordance with the Contract Documents.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Bidder executes this Bid and declares it to be in effect as of the __ day of _____, 20__.

3.02 BIDDER'S SUBSCRIPTION

- A. Bidder's Signature: _____
- B. Print Bidder's name here: _____
- C. Title of person signing: _____

END OF DOCUMENT

DOCUMENT 00 43 00
BID SCHEDULE

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

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

1.2 CONSTRUCTION CONTRACT

- A. Mona City 200 North and 300 North (Cow Lane) Pavement Preservations, Mona, Utah

1.3 RELATED REQUIREMENTS

- A. APWA 01 29 00: Payment Procedures.
- B. Document 00 52 00: Agreement

1.4 SCHEDULES TO BE ADDED TO THE AGREEMENT

- A. This Bid Schedule contains the schedules of prices which will be incorporated into the Agreement (Document 00 52 00) by reference.

PART 2 PRICE SCHEDULES

2.1 GENERAL

- A. **CAUTION: Bidder shall complete all blanks in the price schedules.**
- B. Number of Schedules in Base Bid: THREE
Bid Schedule No. 1 – 200 North from Main Street to Union Pacific Railroad
Bid Schedule No. 2 – 300 North (Cow Lane) from Goshen Road 4,900 ft. westward
Bid Schedule No. 3 – 300 North (Cow Lane) from 4,900 ft. west of Goshen Road to 6,800 ft. west of Goshen Road.
- C. Number of Alternate Schedules: NONE
- D. For progress payment procedures, see APWA Section 01 29 00.

2.2 CONTRACTOR'S INFORMATION

Name: _____

Address: _____

Phone: _____

The remainder of this page left blank intentionally.

2.3 BASE BID

- A. **CAUTION: Bidder shall complete all blanks in the following price schedules. Failure to do so may cause the bid to be declared non-responsive by the PROJECT MANAGER.**
- B. **The OWNER reserves the right award any combination of bid schedules, and/or to increase or decrease bid quantities by lengthening or shortening the project in order to meet budget constraints.**

BID SCHEDULE A – 200 NORTH FROM MAIN STREET TO UNION PACIFIC RAILROAD

| Item No. | APWA Specification Reference Number and Classification of Work | Approx. Quantity | Item Unit | Unit Bid Price | | Amount | |
|----------|--|------------------|----------------|----------------|-------|---------|-------|
| | | | | Dollars | Cents | Dollars | Cents |
| 1-1 | 01 31 13 COORDINATION | 1 | LUMP SUM | | | | |
| 1-2 | 01 55 26 TRAFFIC CONTROL | 1 | LUMP SUM | | | | |
| 1-3 | 01 57 00 TEMPORARY CONTROLS | 1 | LUMP SUM | | | | |
| 1-4 | 01 71 13 MOBILIZATION AND DEMOBILIZATION - 10% MAX. | 1 | LUMP SUM | | | | |
| 1-5 | 32 12 06 FURNISH AND DELIVER HMA - ½ INCH PG 64 -34 | 1,152 | TON | | | | |
| 1-6 | 32 12 16.13 PLACE HMA - ½ INCH PG 64 -34 | 1,152 | TON | | | | |
| 1-7 | 32 01 16.71 EDGE MILL | 50 | SQUARE YARD | | | | |

SUBTOTAL BID SCHEDULE NO. 1 – 200 NORTH FROM MAIN STREET TO UNION PACIFIC RAILROAD;

= \$ _____

BID SCHEDULE NO. 2 – 300 NORTH (COW LANE) FROM GOSHEN ROAD 4,900 FT. WESTWARD

| Item No. | APWA Specification Reference Number and Classification of Work | Approx. Quantity | Item Unit | Unit Bid Price | | Amount | |
|----------|--|------------------|-------------|----------------|-------|---------|-------|
| | | | | Dollars | Cents | Dollars | Cents |
| 2-1 | 01 31 13 COORDINATION | 1 | LUMP SUM | | | | |
| 2-2 | 01 55 26 TRAFFIC CONTROL | 1 | LUMP SUM | | | | |
| 2-3 | 01 57 00 TEMPORARY CONTROLS | 1 | LUMP SUM | | | | |
| 2-4 | 01 71 13 MOBILIZATION AND DEMOBILIZATION - 10% MAX. | 1 | LUMP SUM | | | | |
| 2-5 | 32 12 06 FURNISH AND DELIVER HMA - ½ INCH PG 64 -34 | 3,797 | TON | | | | |
| 2-6 | 32 12 16.13 PLACE HMA - ½ INCH PG 64 -34 | 3,797 | TON | | | | |
| 2-7 | 32 01 16.71 EDGE MILL | 85 | SQUARE YARD | | | | |

SUBTOTAL –BID SCHEDULE NO. 2 – 300 NORTH (COW LANE) FROM GOSHEN ROAD 4,900 FT. WESTWARD;

= \$ _____

BID SCHEDULE NO. 3 – 300 NORTH (COW LANE) FROM 4,900 FT. WEST OF GOSHEN ROAD TO 6,800 FT. WEST OF GOSHEN ROAD

| Item No. | APWA Specification Reference Number and Classification of Work | Approx. Quantity | Item Unit | Unit Bid Price | | Amount | |
|----------|--|------------------|-----------|----------------|-------|---------|-------|
| | | | | Dollars | Cents | Dollars | Cents |
| 3-1 | 01 31 13 COORDINATION | 1 | LUMP SUM | | | | |
| 3-2 | 01 55 26 TRAFFIC CONTROL | 1 | LUMP SUM | | | | |
| 3-3 | 01 57 00 TEMPORARY CONTROLS | 1 | LUMP SUM | | | | |
| 3-4 | 01 71 13 MOBILIZATION AND DEMOBILIZATION - 10% MAX. | 1 | LUMP SUM | | | | |

| Item No. | APWA Specification Reference Number and Classification of Work | Approx. Quantity | Item Unit | Unit Bid Price | | Amount | |
|----------|--|------------------|-----------|----------------|-------|---------|-------|
| | | | | Dollars | Cents | Dollars | Cents |
| 3-5 | 32 12 06 FURNISH AND DELIVER HMA - ½ INCH PG 64 -34 | 1,472 | TON | | | | |
| 3-6 | 32 12 16.13 PLACE HMA - ½ INCH PG 64 -34 | 1,472 | TON | | | | |

SUBTOTAL –BID SCHEDULE NO. 3 – 300 NORTH (COW LANE) FROM 4,900 FT. WEST OF GOSHEN ROAD TO 6,800 FT. WEST OF GOSHEN ROAD;

= \$ _____

2.4 BID SUMMARY

- A. Schedule 1 (Base Bid)\$ _____
- B. Schedule 2 (Base Bid)\$ _____
- C. Schedule 3 (Base Bid)\$ _____

BASE BID TOTAL..... \$ _____

PART 3 MEASUREMENT AND PAYMENT

3.1 IN GENERAL

- A. See APWA Section 01 29 00 for general measurement and payment provisions.
- B. Classification of Work:
 - 1. In the price schedule, specification reference numbers are provided. The referenced specification describes work applicable to the classification of work indicated.
 - 2. Payment for that classification of work covers cost of work in the referenced specification and any incidental work and material necessary to complete the referenced work.
- C. Lump sum measurement will be on a percent complete basis.
- D. Incidental work or material will not be measured, counted or paid for separately.

3.2 BASE BID

1. Coordination

- a. APWA Standard Specification Reference: APWA 01 31 13.

- b. Measurement: Lump Sum
- c. Payment Covers: All necessary coordination with the Owner, Project Manager, Utilities, Private Property Owners, Business Owners etc.

2. Traffic Control

- a. APWA Standard Specification Reference: APWA 01 55 26
- b. Measurement: Lump Sum
- c. Includes all plans, signs, flaggers and incidentals to provide vehicular and pedestrian protection from work zone activities in accordance with the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD) and acceptable to the Juab County Streets Department.
- d. No closure of streets will be permitted without written permission from the project manager.
- e. Includes coordination with property owners for temporary closures of driveways.
- f. Where applicable, price includes coordination with Union Pacific, and compliance with their standard practices governing maintenance work for At Grade Crossings.

3. Temporary Controls

- a. APWA Standard Specification Reference: APWA 01 57 00.
- b. Measurement: Lump Sum.
- c. Payment Covers: All surface and subsurface temporary controls and removal thereof upon completion of the project. Includes implementation of applicable BMPs, inlet protections, watering and dust control, control of groundwater and storm water, control and cleanup of off site tracking of dirt, tack oil, and other construction debris.

4. Mobilization and Demobilization - 10% Max

- a. APWA Standard Specification Reference: APWA 01 71 13.
- b. Measurement: Lump Sum.
- c. Payment Covers: Cost of mobilization, demobilization, installation of temporary facilities, site pre-construction video tape, and all necessary permits from Mona City and other applicable entities, and bringing all necessary construction equipment to the site, etc. and all other incidentals necessary to perform the work.
- d. Price includes all required insurance, bonds, and fees required by the contract.
- e. Payment will be made on a percentage basis as follows:

| | |
|---|--|
| Percent of Original Contract Amount Earned | Percent of Amount Bid for Mobilization to be Paid |
|---|--|

| | |
|---|----|
| 5 | 40 |
| 15 | 20 |
| 40 | 20 |
| 30 | 10 |
| Final 10 percent held until completion of punch list items, and final site clean-up has been performed. | 10 |

5. Furnish And Deliver HMA 1/2 Inch PG 64 -34

- a. APWA Standard Specification Reference: APWA 32 12 06
- b. Measurement: Ton.
- c. Payment Covers: All costs for labor, materials, equipment, and appurtenances required to furnish and deliver the specified asphalt material meeting project specifications to the various project locations for placement. Price includes contractor furnished materials testing and quality control to demonstrate furnished material meets contract requirements.

6. Place HMA 1/2 Inch PG 64 -34

- a. APWA Standard Specification Reference: APWA 32 12 16.13
- b. Measurement: Ton.
- c. Payment Covers: All costs for labor, materials, equipment, and appurtenances required to place the asphalt concrete at the required thicknesses in areas as shown on the plans, including but not limited to hot mix asphalt (aggregate, hydrated lime, binder, additives), tack oil, compaction, finishing, etc.
- d. Where the outside pavement edge is not confined by curb and gutter, price includes a safety edge (6:1 max. slope) placed using a shoe form on the edge of the screed.
- d. Price includes compaction and density testing in accordance with Section 32 12 16.13 1.7.E

7. Edge Mill

- a. APWA Standard Specification Reference: APWA 32 01 16
- b. Measurement: Square Yard.
- c. Payment Covers: All costs for labor, materials, equipment, and appurtenances required to mill asphalt to the required depth and plane along the edge of existing curb and gutter, at the intersections of cross streets, and at railroad grade crossings.

END OF DOCUMENT

DOCUMENT 00 43 30
BID BOND

PART 1 GENERAL

1.01 PROCEDURE

- A. The Bid Bond should be submitted on AIA Document A310, as published by the American Institute of Architects, 1736 N.Y. Ave. N.W., Washington, D.C. 20006. If said form is not reasonably available, bid security may be submitted on another form, provided the same is acceptable to the OWNER and approval of said form is obtained by Bidder prior to submitting Bid.

END OF DOCUMENT

Bid Bond

00 43 30 - 1

DOCUMENT 00 43 36
SUBCONTRACTOR AND SUPPLIER REPORT

PART 1 GENERAL

1.1 BIDDER

- A. Name and address: _____

- B. Telephone Number: _____.

1.2 CONSTRUCTION CONTRACT

- A. Name of Project:
Mona City 200 North and 300 North (Cow Lane) Pavement Preservations, Mona, Utah

PART 2 REPORT

2.1 SUBCONTRACTORS AND SUPPLIERS

- A. Failure of the Bidder to specify a Subcontractor for any portion of the Work constitutes an agreement by the Bidder that the Bidder is fully qualified to perform that portion, and that Bidder shall perform that portion. Bidder must have the written consent of OWNER to substitute for any of the Subcontractors or Suppliers designated below or to employ any Subcontractor or Supplier which is not listed below.
- B. Bidder will be fully responsible to OWNER for the acts and omissions of Subcontractors and Suppliers and of persons either directly or indirectly employed by them, as Bidder is for the acts and omissions of persons employed by Bidder directly.
- C. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor or Supplier and the OWNER. Bidder agrees each subcontract with Bidder's Subcontractor will disclaim any third party or direct relationship between OWNER and any Subcontractor or Supplier.
- D. The names and addresses of the Subcontractors who will work under the terms of the Contract Documents and the estimated dollar amount of each subcontract (in excess of 2 percent of the Bid sum) are as follows:
- E. **Suppliers:** The names and addresses of the Suppliers who will work under the terms of the Contract Documents and the estimated dollar amount of each subcontract (in excess of 2 percent of the Bid sum) are as follows:

ALL BID SCHEDULES

| | Name of Subcontractor | Nature and Extent of Work to be Sublet | Amount |
|----|-----------------------|--|--------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |

TOTAL \$ _____

A supplemental sheet is attached? Yes [] No. []

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Bidder executes this Subcontractor and Supplier report and declares it to be a supplement to the Bid (Document 00 41 00) and in effect as of _____, 20____ .

3.2 BIDDER'S SUBSCRIPTION

- A. Bidder's signature: _____
- B. Please print Bidder's name here: _____
- C. Title of person signing: _____

END OF DOCUMENT

DOCUMENT 00 43 38
BIDDER STATUS REPORT

PART 1 GENERAL

1. 1 BIDDER

A. Name and address: _____

B. Telephone number: _____.

1.2 CONSTRUCTION CONTRACT

A. Name of Project:
Mona City 200 North and 300 North (Cow Lane) Pavement Preservations, Mona, Utah

PART 2 REPORT

2.1 BIDDER STATUS REPORT

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

1. Number of employees:

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

Independently owned and operated.

An affiliate of*

A subsidiary of*

A division of*

A business with gross revenue in excess of \$ _____

A business with gross revenue below \$ _____

* PARENT COMPANY:

Name: _____

Address: _____

Telephone Number: _____.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Bidder executes this status report and declares it to be a supplement to the Bid (Document 00 41 00) and in effect as of _____, 20__.

3.2 BIDDER'S SUBSCRIPTION

- A. Bidder's Signature: _____
- B. Please print Bidder's name here: _____
- C. Title of person signing: _____

END OF DOCUMENT

**DOCUMENT 00 52 00
AGREEMENT**

PART I GENERAL

1.01 CONSTRUCTION CONTRACT

- A. Name of Project:
Mona City 200 North and 300 North (Cow Lane) Pavement Preservations,
Mona, Utah

1.02 CONTRACTOR

- A. Name and address: _____

- B. Telephone number: _____
- C. Telephone facsimile number: _____

1.03 OWNER

- A. Juab County (referred to hereafter as "OWNER.")
160 North Main Street
Nephi, Utah 84648

1.04 OWNER'S REPRESENTATIVE/AGENT

- A. The OWNER's representative and agent on this Project is Lynn Ingram,
County Superintendent, who will act as PROJECT MANAGER or his
designee and who has the rights, authority and duties assigned to the
OWNER's Representative in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.01 CONTRACT PRICE

- A. The contract price includes the cost for the Work specified in the Request
for Bids, Drawings, Plans, Specifications, General Conditions, Special
Conditions (if any), Supplemental Conditions (if any), Bid, Contract
Award, and this Agreement, collectively referred to hereafter as Contract
Documents; plus the cost of all bonds, insurance, permits and fees
required, and all charges, expenses or assessments of whatever kind or
character.
- B. The schedule of Prices awarded from the Bid Form submitted by
Contractor are as follows:
1. Base Bid.
 2. _____

C. Based upon the above-awarded schedules, the Contract Price awarded is _____ dollars (\$ _____).

2.02 CONTRACT TIME

A. Contract will be Commenced no sooner than July 31, 2017 and Substantially Completed by September 30, 2017. Once a section of roadway has been milled the contractor has 5 working days to pave the roadway segment.

2.03 PUNCH LIST TIME

A. The Work will be complete and ready for final payment within 30 days after the date Contractor receives the Final Inspection Punch List from the PROJECT MANAGER unless the OWNER grants exemptions of specific items in writing or an exception has been specified in the Contract Documents.

2.04 EFFECT OF TIME EXTENSION

A. 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 from time to time extended, whether or not a new completion date is established, shall not operate as a waiver by OWNER of any of OWNER's rights under this Agreement.

2.05 LIQUIDATED DAMAGES

A. **Late Completion.** Time is the essence of the Contract Documents. Contractor agrees that OWNER will suffer financial loss/damages if the Work is not completed within the Contract Time or within any time extensions allowed in accordance with the General Conditions. Contractor and OWNER agree that said financial loss/damages will occur from additional administrative costs to OWNER and for disruption and delay in the OWNER's provision of services, and further agree that the amount of said financial loss/damages is difficult to determine with certainty. Accordingly, instead of requiring proof of specific financial loss or damages for late completion of the Work, Contractor agrees to pay the OWNER the sum of ONE THOUSAND DOLLARS (\$1,000.00) as liquidated damages and not as a penalty 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.

B. **Deduct Damages from Money 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 under this Agreement. 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 promptly pay said amounts to the OWNER.

2.06 PAYMENT PROCEDURES

- A. Progress Payments:** Contractor shall submit applications for payment in accordance with the General Conditions of the Contract Documents. Applications for payments will be processed by the OWNER as provided in the General Conditions. Payment shall not become due or payable for any contract item not provided or installed by the Contractor exactly as indicated in the Contract Documents.
1. **Withholding Payment:** The OWNER reserves the right to withhold payment from Contractor for non-compliance with any provision of the Contract Documents.
 2. **Price Adjustments:** OWNER will consider making partial payment to the Contractor for certain out-of-tolerance items in advance of any negotiated settlement reached between the Contractor and the OWNER, provided the Contractor requests in writing that this be done. Contractor agrees that any such payments made by the OWNER are “payments in advance” and that any money, which becomes due when the final settlement is negotiated will not constitute payments “withheld” or “retained” under State law.
 3. **Retainage:** In making any progress payments, the OWNER may retain five percent (5%) of the payment amount until the final completion and acceptance of all the work covered by the Contract Documents; provided, however, that the OWNER, at any time after fifty percent (50%) of the work has been completed, if it finds, in its sole discretion, that satisfactory progress is being made on the project, may make any of the remaining progress payments in full. All funds retained by the OWNER under this provision shall be placed in an interest-bearing account, as required by Utah law, and the interest on the account shall accrue to the benefit of the Contractor and its subcontractors, to be paid after the project is satisfactorily completed and accepted by the OWNER. As provided by Utah law, it shall be the responsibility of the Contractor to distribute and pay to any and all of its subcontractors any portion of the interest received by the Contractor on the retainage amount to which the subcontractor may be entitled pursuant to its subcontract with the Contractor. It is expressly agreed by the Contractor that all funds withheld or retained from payment by the OWNER because of faulty work, materials, or equipment or for contract items not called for in the Contract

Documents or not installed by Contractor in accordance with the plans, specifications, drawings, and other contract documents, or any amount in dispute between OWNER and Contractor, shall not be considered as retained amounts and shall not be subject to the provisions of this paragraph. This paragraph shall not be construed so as to prevent the Contractor from waiving the requirement that any retained amounts be placed in an interest-bearing account. Any waiver by the Contractor, however, must be in writing and furnished to the OWNER prior to being given the notice to proceed under the Contract Documents.

- B. Final Payment:** After completion of all Work and Punch List items, and acceptance thereof by the OWNER, OWNER shall pay the Contract Price due, after deducting therefrom all previous payments, liquidated damages, and other amounts to be withheld by OWNER. All prior progress payments shall be subject to correction in the final payment. Contractor must make a written request for the final payment and it shall not be due and payable until the expiration of thirty (30) days from receipt by the OWNER of the request for final payment.
- 1. Submittal:** Final payment shall not be made until the Contractor has delivered and the OWNER has accepted all submittals required by the Contract Documents.
 - 2. OWNER Released from Claims:** The payment and acceptance of the final Contract Price due and the adjustments and payments for any Work done in accordance with any alterations of the same, shall release the OWNER from any and all claims of Contractor on account of work performed under the Contract Documents or any modification thereof, except for those claims specifically agreed to as reserved and unresolved by the OWNER.

2.07 EXTRA WORK

- A.** No money will be paid to the Contractor for any additions, deletions or revision in the Work required by the Contract Documents unless a contract Change Order for such has been made in writing and executed by the OWNER and the Contractor.

PART 3 COVENANTS

3.01 ASSIGNMENT NOT BINDING WITHOUT WRITTEN CONSENT

- A.** OWNER and Contractor agree no assignment of any right or interest in the Contract Documents will be made without the written consent of the OWNER and the Contractor. No assignment will release or discharge the

OWNER or the Contractor from any duty or responsibility under the Contract Documents unless specifically stated to the contrary in any written consent to an assignment.

- B. Contractor shall make no assignment of money that is due without the OWNER's written consent (except to the extent that the effect of this restriction may be limited by law or regulation).

3.02 BINDING TERMS

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

3.03 INDEMNIFICATION

- A. Provisions concerning indemnification are set forth in Article 6.17 of the General Conditions.

3.04 DISPUTE RESOLUTION

- A. **In General:**

1. Unless a decision shall be held by an appropriate court of law to have been procured by fraud or to be arbitrary and capricious or so grossly erroneous as necessarily to imply bad faith, any factual decision made under this section shall be final and binding in any suit or action arising under this Agreement or other Contract Documents, including any actions by Contractor or others against Owner or any of Owner's agents, consultants, or employees.
2. Compliance with provisions of this section shall be a condition precedent prior to any legal action by the Contractor or any of Contractor's subcontractors and suppliers against Owner or any of Owner's agents, consultants, or employees.
3. The provisions of this section shall not preclude or limit judicial review of issues of law.
4. Ambiguities in or between Contract Documents shall be construed in favor of the Owner.

- B. **Procedure:** Any dispute arising under or relating to the Contract Documents which is not disposed of by contract modification shall be decided pursuant to the following procedure.

1. An initial decision shall be made by the Owner in interpreting the requirements of the Contract Documents. Said decision shall be made after submission to Owner in writing by Contractor of Contractor's claim. Said claim shall be submitted to the Owner's Representative. Owner shall notify Contractor of its decision upon said claim within seven (7) calendar days after it is received by the Owner's Representative. Contractor may appeal the Owner's decision to the head of the Owner agency responsible for the project. The appeal shall be made by Contractor submitting said appeal to the head of the appropriate Owner agency within seven (7) calendar days of its receipt of the Owner's initial decision concerning Contractor's claim. The appeal must be in writing and contain sufficient detail to adequately notify the head of the Owner agency responsible for the project of the basic factual allegations upon which it is premised and the grounds upon which Contractor believes it is entitled to relief. If the amount of the appeal exceeds five thousand dollars (\$5000), Contractor shall include a sworn statement, made upon penalty of falsification in official matters, that the claim, both as to the amount thereof and the supporting data, are accurate and complete to the best of the Contractor's knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Owner is liable. If it is ultimately determined that Contractor is unable to support its claim for reasons attributable to Contractor's misrepresentation of fact or fraud, Contractor shall be liable to Owner for an amount equal to the amount of said claim which is insupportable by reason of misrepresentation or fraud.
2. The decision of the head of the Owner agency responsible for the project on Contractor's written appeal shall be issued within thirty (30) calendar days of receipt by said official of Contractor's appeal. Said decision shall be reduced to writing and a copy shall be mailed or otherwise furnished to the Contractor. The decision of the agency head shall be final and conclusive for the purposes of Contractor's completion of the project. Contractor may protest the decision by making a protest, in writing, and submitting the same to the Owner's Representative. Any protest Contractor may wish to make in these circumstances must be submitted to Owner's Representative within fifteen (15) calendar days of receipt of the decision on appeal.
3. All notices sent by mail shall be conclusively presumed to have been delivered three calendar days after posting.

C. **Work During Claim, Appeal or Protest Procedures:** Notwithstanding the pendency of any claim, appeal or protest thereof as provided above,

Contractor shall, if so directed by Owner, proceed with the work under the Contract Documents according to Owner's direction and according to the decision on any claim or appeal. If Contractor protests the decision of its appeal to the head of the Owner's agency responsible for the project within the time limit set forth above, the issues of said claim may be preserved. The existence of a claim, appeal or protest shall not excuse Contractor from the requirements of the Contract Documents, including, but not limited to, the Contract Time.

- D. Appeals of Termination or Suspension of Work:** Any decision by Owner to terminate or suspend the work of the project shall not be subject to the provisions of this section 3.04.

3.05 CONTRACTOR'S REPRESENTATIONS.

The Contractor represents and warrants the following to the OWNER (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the OWNER to execute this Agreement, which representations and warranties shall survive the execution and delivery of the Agreement, any termination of this Agreement, and the final completion of the Work:

- A. that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- B. that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- C. that it is authorized to do business in the State of Utah and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
- D. that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and
- E. that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill and diligence of such a contract.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the OWNER is relying upon the Contractor's skill and experience in connection with the work called for hereunder.

PART 4 EXECUTION

4.01 EFFECTIVE DATE

A. The OWNER and Contractor execute this Agreement and declare it in effect as of the _____ day of _____, 20__.

4.02 CONTRACTOR’S SUBSCRIPTION AND ACKNOWLEDGEMENT

A. Type of organization:

(corporation, partnership, sole proprietorship, joint venture, etc.)

B. If Contractor is a corporation, attach a corporate resolution evidencing Contractor’s authority to sign.

C. Contractor’s Utah license number: _____

D. Contractor’s Utah license designation: _____

E. Contractor’s signature: _____

F. Signer’s printed name: _____

G. Title of person signing: _____

H. Required Acknowledgement:

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ (person acknowledging, title or representative capacity, if any).

NOTARY PUBLIC

My commission expires:

Residing at: _____

4.03 OWNER'S SUBSCRIPTION

A. OWNER's signature: _____ Date: _____
Chairman of Juab County Board of Commissioners or designee

B. OWNER's Acknowledgement:

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this _____ day of _____, 20__ personally appeared
before me _____, who being duly sworn,
did say that s/he is the _____ of Juab County and
that the foregoing instrument was signed on behalf of the Juab County.

NOTARY PUBLIC

(notarial seal)

END OF DOCUMENT

DOCUMENT 00 61 13
PERFORMANCE BOND

PART 1 GENERAL

1.1 BOND

- A. Number: _____.
- B. Amount: _____ dollars (\$ _____).

1.2 SURETY

- A. Name and address: _____

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

1.3 CONTRACTOR

- A. Name and address: : _____

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

1.4 OWNER

- A. Juab County, a political subdivision of the State of Utah, c/o Lynn Ingram, Juab County Roads Superintendent, 160 North Main Street, Nephi, Utah 84648.

1.5 CONSTRUCTION CONTRACT

- A. Name of Project:
Mona City 200 North and 300 North (Cow Lane) Pavement Preservations, Mona, Utah.

1.6 DEFINED TERMS

- A. Terms used in this performance Bond which are defined in Article 1.1 of the General Conditions (Document 00 72 00) will have the meanings indicated in the General Conditions.

PART 2 COVENANTS

2.1 SURETY'S AND CONTRACTOR'S RELATIONSHIP

- A. Surety and CONTRACTOR, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER 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; otherwise, this Bond shall remain in full force and effect.

2.2 NOTICE

- A. Notice to the surety, the OWNER or the CONTRACTOR shall be sent by certified mail, return receipt requested, or hand delivered to the address shown on this Bond agreement. The date received at the address shown on this agreement shall be the date of actual notice to the surety, the OWNER, or the CONTRACTOR, however accomplished.

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 must 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 and/or provide adequate assurance of intent and ability to perform the Work as required by the Construction Contract, 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 actual notice as provided in Paragraph 2.2A.
- 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 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 00 61 14); 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 for which surety believes it may be liable to pay, and tender payment therefore to the OWNER. OWNER has sole discretion to accept payment. If the OWNER refuses the tendered payment, or the surety has denied liability in whole or in part, the OWNER shall be entitled without further notice to surety to enforce any remedy available to the OWNER.

2.5 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 indicated 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 surety's obligations under 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 may become due for any reason.

2.6 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 recovery on this Bond shall accrue to any person or entity other than the OWNER or its administrators, or successors.

2.7 WAIVER OF NOTICE BY SURETY OF CHANGES

- A. Surety agrees that no modifications, omissions, or additions in or to the terms of the Construction Contract, including, but not limited to, Contract Price, Contract Time, scope of the Work, the plans or specifications, or to related subcontracts, purchase orders, and other obligations, shall affect the obligations of surety under this Bond. Surety hereby waives notice of any such change or changes.

2.8 VENUE

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

2.9 TIME LIMIT FOR SUITS ON BOND

- A. No suit or action by OWNER to recover on this Bond may be sustained unless it shall be commenced within 2 years of the date of Substantial Completion.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Surety and CONTRACTOR executes this Bond agreement and declared it to be in effect as of the ___ day of _____, 2017.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Type of organization: (corporation, partnership, individual, etc.)
- B. CONTRACTOR's signature:
- C. Please print name here:
- D. Title of person signing:
- E. **Corporate Acknowledgement:** In the County of _____, State of _____, on the day of _____, 20____, 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.

Commission Expires:

NOTARY PUBLIC, residing in

- G. **Partnership Acknowledgement:** In the County of _____, State of _____, on the day of _____, 20____, 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.

Commission Expires:

NOTARY PUBLIC, residing in

H. **Business Name Acknowledgement:** In the County of _____, State of ____, on the ____ day of _____, 20____, 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, residing in

Commission Expires:

I. **Individual Acknowledgement:** In the County of _____, State of _____, on the ____ day of _____, 20____, personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

Commission Expires:

NOTARY PUBLIC, residing in

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 of person signing:

E. **Acknowledgment:** In the County of _____, State of Utah, on this ____ day of _____, 20____, before me, the undersigned notary, personally appeared _____, who proved to me his/her identity through documentary evidence in the form of a _____ to be the person whose name is signed as the authorized surety and acknowledged to me that this document was signed voluntarily for its stated purpose.

NOTARY PUBLIC, residing in

My Commission Expires:

END OF DOCUMENT

DOCUMENT 00 61 14
PAYMENT BOND

PART 1 GENERAL

1.1 BOND

- A. Number: _____
- B. Amount: _____
_____ dollars (\$ _____)

1.2 SURETY

- A. Name and address: _____

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

1.3 CONTRACTOR

- A. Name and address: _____

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

1.4 OWNER

- A. Juab County, a political subdivision of the State of Utah, c/o Lynn Ingram, Juab County Roads Superintendent, 160 North Main Street, Nephi, Utah 84648.

1.5 CONSTRUCTION CONTRACT

- A. Name of Project:
Mona City 200 and 300 North Pavement Preservations, Mona, Utah

1.6 DEFINED TERMS

- A. Terms used in this payment Bond which are defined in Article 1.1 of the General Conditions (Document 00 72 00) will have the meanings indicated in the General Conditions.

PART 2 COVENANTS

2.1 SURETY AND CONTRACTOR RELATIONSHIP

- A. Surety and CONTRACTOR, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER 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.
- C. The premium charged CONTRACTOR by surety for this Bond is \$_____ for its term.

2.2 NOTICE

- A. Notice to the surety, the OWNER or the CONTRACTOR shall be sent by certified mail, return receipt requested, or hand delivered to the address shown on this Bond agreement. The date received at the address shown on the agreement shall be the date of actual notice to the surety, the OWNER or the CONTRACTOR, however accomplished.

2.3 CONDITIONS OF SURETY'S LIABILITY

- A. This Bond is executed in accordance with and for the purpose of complying with the laws of the State of Utah, and shall inure to the benefit of any and all persons who perform labor or furnish materials to be used in or for the Work described in the Construction Contract, so as to give such persons a right of action to recover on this Bond under the provisions of Title 14, Chapter 1, UCA; and Sections 63-56-38, 38.1, and 39, UCA.
- B. 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 SURETY'S OPTION TO SETTLE CLAIMS

- A. When a Claimant has submitted a claim against OWNER or surety under this Bond, 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.

2.5 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 00 61 13). 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.

2.6 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.

2.7 WAIVER OF NOTICE BY SURETY OF CHANGES

- A. Surety agrees that no modifications, omissions, or additions in or to the terms of the Construction Contract, including, but not limited to, Contract Price, Contract Time, scope of the Work, the plans of specifications, or to related subcontracts, purchase orders, and other obligations, shall affect the obligations of surety under this Bond. Surety hereby waives notice of any such change or changes.

2.8 VENUE AND CHOICE OF LAW

- A. Any suit or action commenced by a Claimant under this Bond shall be for action in a court of competent jurisdiction in the County of Juab, State of Utah.
- B. The terms and conditions of this Bond shall be construed under, and enforced according to the laws of the State of Utah.

2.9 TIME LIMIT FOR SUITS ON BOND

- A. No suit or action by OWNER to recover on this Bond may be sustained unless it shall be commenced within 2 years of the date of Substantial Completion.

2.10 COPIES OF THIS BOND

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

PART 3 EXECUTION

3.01 EFFECTIVE DATE

- A. Surety and CONTRACTOR executed this Bond agreement and declared it to be in effect as of the ____ day of _____, 20__.

3.02 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Type of organization: _____
(corporation, partnership, individual, etc.)
- B. CONTRACTOR's signature: _____
- C. Please print name here: _____
- D. Title: _____

E. **Corporate Acknowledgement:** In the County of _____, State of _____, on the day of _____, 20__, 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, residing in

My Commission Expires:

G. **Partnership Acknowledgement:** In the County of _____, State of _____, on the day of _____, 20____, 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, residing in

My Commission Expires:

H. **Business Name Acknowledgement:** In the County of _____, State of _____, on the day of _____, 20____, 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, residing in

My Commission Expires:

I. **Individual Acknowledgement:** In the County of _____, State of _____, on the _____ day of _____, 20____, personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

My Commission Expires: _____
NOTARY PUBLIC, residing in

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 of Person Signing: _____
- E. **Acknowledgment:** In the County of _____, State of Utah, on this ____ day of _____, 20____, before me, the undersigned notary, personally appeared _____, who proved to me his/her identity through documentary evidence in the form of a _____ to be the person whose name is signed as the authorized surety and acknowledged to me that this document was signed voluntarily for its stated purpose.

Notary Public

Residing in: _____

My Commission Expires:

END OF DOCUMENT

DOCUMENT 00 62 16
CERTIFICATE OF INSURANCE

PART 1 GENERAL

1.01 PROCEDURE

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

END OF DOCUMENT

Certificate of Insurance

DOCUMENT 00 73 10

SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS

Article 2.4 of the General Conditions (Document 00 72 00) is hereby repealed and the following is substituted therefore.

2.4 STARTING THE WORK

- A. **In General:** CONTRACTOR shall start to perform the Work on the date when the time for the contract commences to run. Except as indicated in Paragraph 2.4B, no work shall be done at the site prior to the date on which the time commences to run or before delivery to PROJECT MANAGER of such submittal as required in Paragraph 2.5B.
- B. **Starting work prior to Execution of Construction Contract or Prior to Notice to Proceed:**
 - 1. OWNER shall not be liable to the CONTRACTOR for any compensation or time extensions, for any delays, hindrances, or interferences which may result from CONTRACTOR's early start without permission, and such early start work shall be considered done at CONTRACTOR's expense and risk as a volunteer, unless said early start work is inspected and approved in writing by the PROJECT MANAGER.
 - 2. Should CONTRACTOR desire to proceed with materials purchasing, or any other work item prior to receiving notice that the Construction Contract has been executed, it shall be done at the CONTRACTOR's own risk.
 - 3. CONTRACTOR shall take all precautions required to comply with applicable Laws and Regulations and observe all provisions in the Contract Documents.
 - 4. In the event of disapproval of the Construction Contract, the CONTRACTOR shall do such work as is necessary to leave the premises in a clean and level condition. If any existing roadway or other public or private property was affected, CONTRACTOR shall restore it to its former condition or the equivalent thereof. All such work shall be done to the satisfaction of the PROJECT MANAGER at the full expense of the CONTRACTOR.

PART 5, BONDS AND INSURANCE, of the General Conditions (Document 00 72 00) is hereby repealed and the following substituted therefore.

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% 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 named in the current list of Companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in current Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department, with

an underwriting limitation equal to or greater than the Contract Price which the Bond guarantees or with a current "A" rating or better in A.M. Best Co., Inc.'s, Best Insurance Reports, Property and Casualty Edition.

- C. Said Bonds shall guarantee the faithful performance of the Work and payment of labor and materials by the CONTRACTOR. They shall inure by their terms to the benefit of the OWNER. Neither this nor any other provision requiring a performance or payment Bond shall be construed to create any rights in any third party Claimant as against the OWNER for performance of the Work or payment of labor and materials.
- 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.

5.2 INSURANCE

- A. CONTRACTOR shall obtain insurance complying with the conditions below.
- B. Commercial general liability insurance protecting the CONTRACTOR against any and all public liability claims that may arise from the course of performing this agreement. Limits of the general liability policy shall not be less than \$2,000,000 combined single limit per occurrence, personal injury and property damage. A \$3,000,000 Commercial General Liability policy shall be required (ISO 1993 or better). "Limits to apply to this project individually."
- C. Workmen's compensation insurance at the statutory limits as required by the Workmen's Compensation Act of the State of Utah and employer's liability limits at a minimum of \$100,000.00 per occurrence.
- D. Automobile liability insurance of \$1,000,000.00 per occurrence "any auto" coverage is required.
- E. All insurance shall be issued by a surety licensed to do business in the State of Utah and have a Best rating of at least A-. A certificate of insurance shall be provided upon execution of the CONTRACTOR's contract and thereafter at the request of the Owner reflecting the nature and level of coverage and reflecting that the Owner is additional insured. All additional insureds shall be insured to the policy limits.
- F. Any deductible or self insured retention exceeding five percent of the policy must be declared and approved by the Owner. At the option of the Owner, either insurer may be required to reduce or eliminate such deductibles or insured retention as respect to the Owner, its officers, officials and employees or the CONTRACTOR may be required to procure a bond guaranteeing payment of losses and related investigations, claims, distribution and defense expenses.
- G. Each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided or canceled by any party, reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the Owner.

- H. The insurance shall include all subcontractors as an insured under the policies and shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the requirements stated herein.
- I. CONTRACTOR agrees to purchase Builders's Risk insurance to cover damage or loss to the work project by any means until substantial completion.

Article 6.16 of the General Conditions (Document 00 72 00) is hereby amended to include the following:

6.16 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

- E. The Contractor's GENERAL WARRANTY AND GUARANTEE for this project is agreed to be ONE (1) YEAR from the date of final acceptance of the project, unless otherwise specified and mutually agreed upon elsewhere in this contract.

END OF DOCUMENT

DOCUMENT 00 91 13
ADDENDA AND MODIFICATIONS

PART 1 GENERAL

1.01 PROCEDURE

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

END OF DOCUMENT

SECTION 01 33 00 SUBMITTAL PROCEDURE

This specification changes a portion of APWA Standard Specification Section 01 33 00. All other provisions of the Section remain in full force and effect.

Add the following to Part 1:

1.8 SUBMITTAL REGISTER

- A. **Submittal Register:** Submit the submittal register. Use the attached form.
1. Show submittals requiring review or action. Identify their review due dates.
 2. Show submittals required for information only. Use the APWA Standard Specifications and the specifications contained in this Project Manual to identify those submittals.
- B. **Transmittal Form:** Use the attached transmittal form when submitting submittals.

1.9 SUBMITTALS REQUIRING REVIEW OR ACTION

- A. The following table lists submittals which require PROJECT MANAGER's review or action. Select those items that are applicable to this project. Transmit these submittals to the PROJECT MANAGER, at Juab County, 160 North Main Street, Nephi, Utah 84648 and copy RB&G Engineering, 1435 West 820 North, Provo, Utah 84606.

Table 1 - SUBMITTALS REQUIRING REVIEW OR ACTION

| No. | Submittal | Section Reference | When Due |
|-----|--|-------------------|-----------------------------|
| 1 | Submittal Register | 01 33 00 | Pre-construction conference |
| 2 | Preliminary Progress Schedule | 00 72 00 | Pre-construction conference |
| 3 | Mobilization Plan, Safety Plan | 00 72 00 | Pre-construction conference |
| 4 | Quality Control Program | 00 72 00 | Pre-construction conference |
| 5 | Storm Water Pollution Prevention Plan | 01 57 00 | Pre-construction conference |
| 6 | Permits for Work | 00 73 10 | Prior to Starting Work |
| 7 | Traffic Control Plan | 01 55 26 | Pre-construction conference |
| 8 | Progress Schedule | 01 32 16 | With Each Pay Request |
| 9 | Written Permission to use Private Citizen's Property and Water | | 24 Hours Prior to Use |
| 10 | Common Fill | 31 05 13 | Prior to Placement |
| 11 | Crushed Aggregate Base | 32 11 23 | 10 days Prior to Placement |
| 12 | Cement Treated Fill | 31 05 15 | Prior to Placement |
| 13 | Passing Untreated Base Course Compaction Test Control Reports | 31 23 26 | Daily as UTBC is placed |
| 14 | Geotextile | 31 05 19 | Prior to Placement |

| No. | Submittal | Section Reference | When Due |
|------------|---|----------------------------------|--|
| 15 | Equipment List | 02 41 15 | 10 days Before Pulverizing Begins |
| 16 | Depth of Backfill Lift if greater than specified | 32 05 10 31 23 23 33 05 20 | Prior to Change |
| 17 | Field Test Reports | 01 45 00 | End of Current Day |
| 18 | Laboratory Test Reports | 01 45 00 | Within 48 Hours |
| 19 | Asphalt Concrete Source Data and Supplier's Mix No. | 32 12 05 | Prior to Use |
| 20 | Asphalt Concrete Batch Delivery Ticket | 32 12 16 | Upon Delivery to Site |
| 21 | Slurry Seal Source Data and Supplier's Mix No. | 32 01 13 | 10 days Prior to Use |
| 22 | Portland Cement Concrete Source Data and Supplier's Mix No. | 03 30 04 | Prior to Use |
| 23 | Water System Product Data | 33 11 00 | Prior to Installation |
| 24 | Water System Disinfection Report | 33 13 00 | Prior to Water Line Use |
| 25 | Sewer, Storm Drain System Commissioning | 33 31 00 33 41 00 | Prior to System Use |
| 26 | Name, Certification Number and renewal date for all ACI Certified Finishers | 03 35 00 | 72 Hours Prior to 1st Concrete Placement |
| 27 | Portland Cement Concrete Quality Control Test Reports | 03 30 04 03 30 10 | Daily as applicable |
| 28 | Portland Cement Concrete Batch Delivery Ticket | 03 30 10 | Upon Delivery to Site |
| 29 | Portland Cement Concrete Curing Compound Source, Type, and Data | 03 39 00 | 72 Hours Prior to 1st Concrete Placement |
| 30 | Irrigation Layout Drawings | 32 84 23 | Prior to Installation |
| 31 | Ground Cover Plants | 32 93 13 | Prior to Installation |
| 32 | Top Soil Supplier and Source Data | 31 05 13 | 74 Hours Prior to Placement |
| 33 | Certification of Compliance and Request for Final Inspection | 01 78 50 | 5 Working Days Prior to Substantial Completion |
| 34 | Irrigation O&M Documentation | 34 84 23 | Prior to Final Payment |
| 35 | Evidence of Payment to Suppliers and Subcontractors | 01 78 50 | Prior to Final Payment |
| 36 | Redlines | 01 78 39 | Prior to Final Payment |
| 37 | Water Line Commissioning Test Reports | 01 78 39 | Prior to Final Payment |
| 38 | O&M Manuals | 01 78 23 | Prior to Final Payment |
| 39 | Summary Reports | 01 45 00 | Prior to Final Payment |

NOTES:

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

1.10 SUBMITTALS FOR INFORMATION ONLY

- A. Submittals which do not require review or action by PROJECT MANAGER or Resident Project Representative will be monitored and spot checked. When spot checks indicate non-compliance, CONTRACTOR will be notified by the PROJECT MANAGER.

1.11 TESTING FREQUENCY

- A. Acceptance testing for gradation shall be in accordance with APWA 32 12 06 section 1.6.
- B. Acceptance testing for density and thickness shall be in accordance with APWA 32 12 16.13 section 1.7.

END OF SECTION

INSTRUCTIONS
FORM 01330-2 SUBMITTAL REGISTER

GENERAL

1. **CONTRACTOR to Complete Form:** Review the Contract Documents to insure completeness. Expand general category listings. Show individual entries on this form for each item.
 - a. As an example, a general category would be "Plumbing Fixtures" which the CONTRACTOR is to breakdown into individual entries such as "Toilet P-1, Lavatory P-2, etc.". Complete the Submittal Register, attach it to Form 01330-1 and submit it to PROJECT MANAGER.
2. **Resubmittals:** If a submittal is returned for correction, provide a new Submittal Identification Number. Identify the number on the submittal register and resubmit the information for review. Do not amend the data already contained on the submittal register.

SUBMITTAL REGISTER

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

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

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

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

| SUBMITTAL ITEM No. | DESCRIPTION OF ITEM SUBMITTED (Type, size, model number, etc.) | SAMPLE OR CERTIFICATE (See instructions) | NO. OF COPIES | CONTRACT REFERENCE DOCUMENT | | VARIATION (See instructions) | PROJECT MANAGER |
|-----------------------|---|--|------------------|--------------------------------|----------------------|------------------------------------|-----------------------------------|
| | | | | SPEC. PARA. No. | DRAWING SHEET No. | | REVIEW CODE (See instructions) |
| a. | b. | c. | d. | e. | f. | g. | h. |
| | | | | | | | |
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|----------------|---|
| REMARKS | I certify that the above submitted items have been reviewed in detail and are correct and conform with the contract Drawings and specifications except as otherwise noted. _____ NAME AND SIGNATURE OF CONTRACTOR |
|----------------|---|

| | |
|-------------------|---|
| Section II | OWNER'S ACTION This section will be completed by the PROJECT MANAGER) |
|-------------------|---|

| | | |
|--|------------------------------|------|
| ENCLOSURES RETURNED (List by Item No.) | SIGNATURE OF REVIEWING AGENT | DATE |
|--|------------------------------|------|

INSTRUCTIONS

FORM 01330-1 TRANSMITTAL FORM

GENERAL

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

SECTION I

1. TRANSMITTAL No: Number each transmittal consecutively in the space entitled "Transmittal No.". This number will identify each submittal.
2. PREVIOUS TRANSMITTAL No: Mark the box for resubmittal and insert the transmittal number of last submission as well as the new submittal number in the spaces provided. Each resubmittal will become a new transmittal.
3. SPECIFICATION SECTION No.: Cover only one specification section with each transmittal.
4. Column "a": For each entry on this form, the "SUBMITTAL ITEM No." will be the same as the SUBMITTAL ITEM No. indicated on the Submittal Register (Form 01330-2).
5. Column "c": When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate".
6. Column "g": CONTRACTOR will place a check mark in the "Variation" column when a submittal is not in accordance with the plans and specifications - also, a written statement to that effect shall be included in the space provided for "Remarks" or on a separate page.
7. Column "h": For each item reviewed, PROJECT MANAGER shall assign action codes as follows.

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

SECTION 01 55 26 TRAFFIC CONTROL

This modification changes a portion of APWA Standard Specification Section 01 55 26. All other provisions of the Section remain in full force and effect.

Add the following:

3.3 MINIMUM TRAFFIC CONTROL REQUIREMENTS

- A. Maintain access along 200 North and Mona Main Street (Old Highway 91) through the construction zone at all times.
- B. Provide a minimum 24 hours advance notice to property owners before performing work that requires temporary driveway closures. Coordinate to provide alternate parking / access during temporary driveway closures.
- C. Coordinate with Lynn Ingram, Juab County Streets Superintendent (435-623-1593) and Michael Johnson, Union Pacific Track Manager (402-233-1189) for work within 25 feet of the Union Pacific Railroad Tracks. Comply with Union Pacific standard practices governing maintenance work for At Grade Crossings.

END OF SECTION

BY _____

Title Chairman of Juab County

Board of Commissioners

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____ this the _____ day of _____, 2017.

By _____

Title _____

NOTICE TO PROCEED

To: _____

Date: _____

Project: 200 North and 300 North

(Cow Lane) Pavement Preservations

You are hereby notified to commence WORK in accordance with the Agreement for subject project dated _____. The date of completion of all WORK is _____.

_____ Juab County

Owner

By _____

Title Chairman of Juab County

Board of Commissioners

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

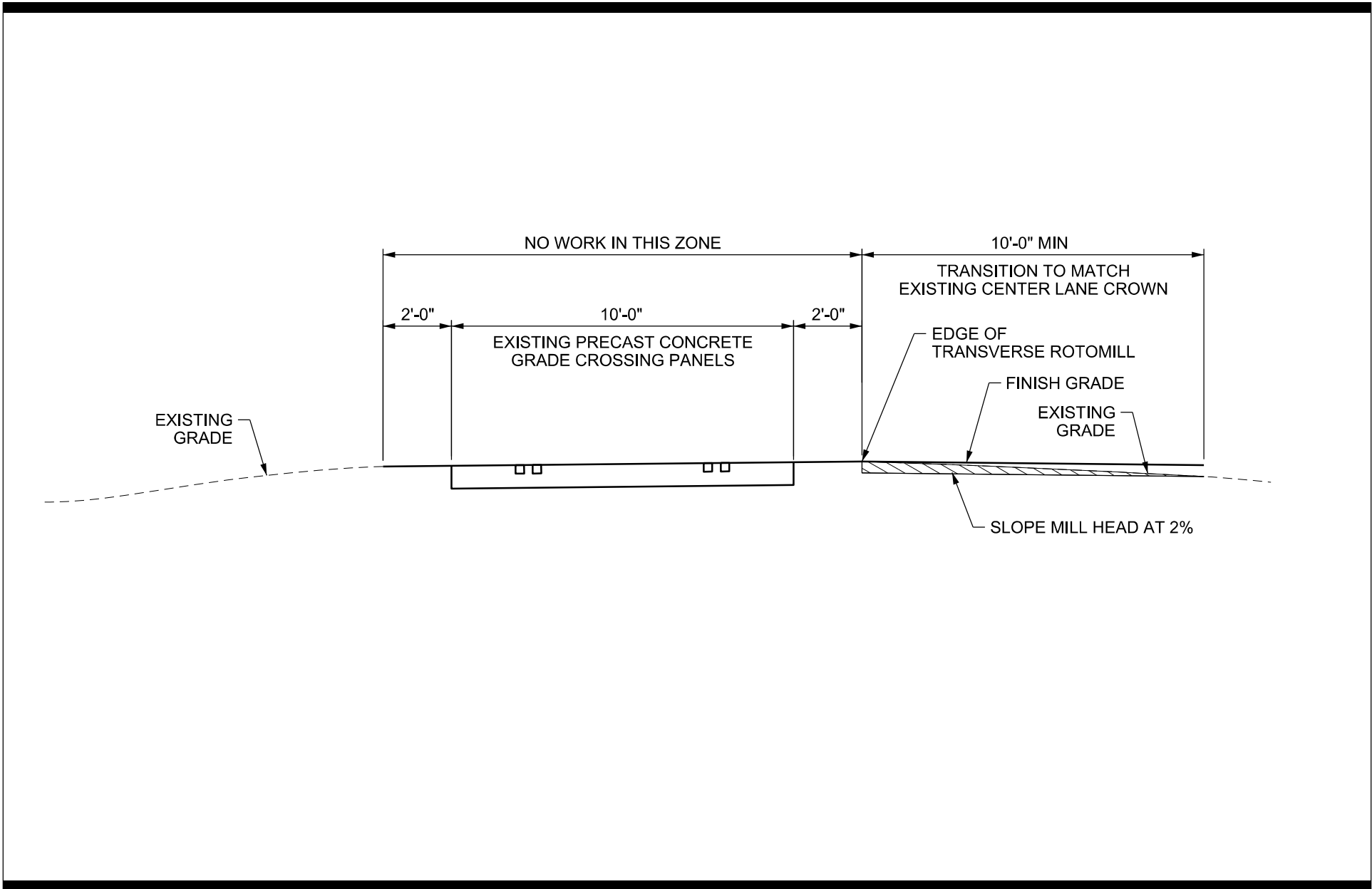
is hereby acknowledged by _____

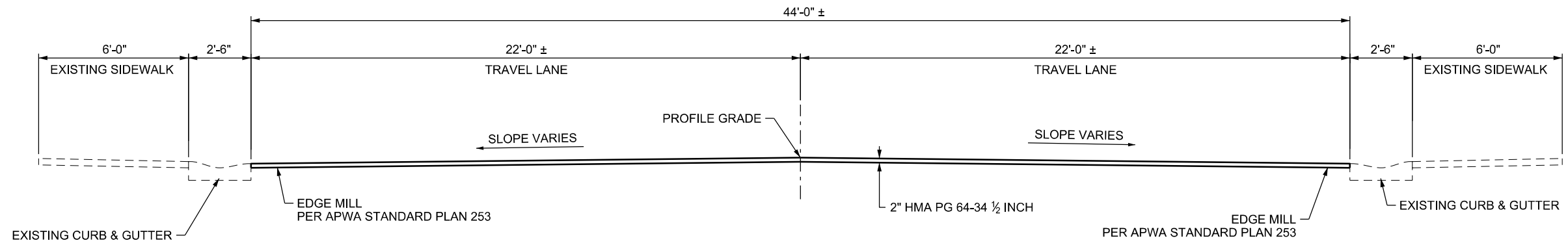
this the _____ day of _____.

By _____

Title _____

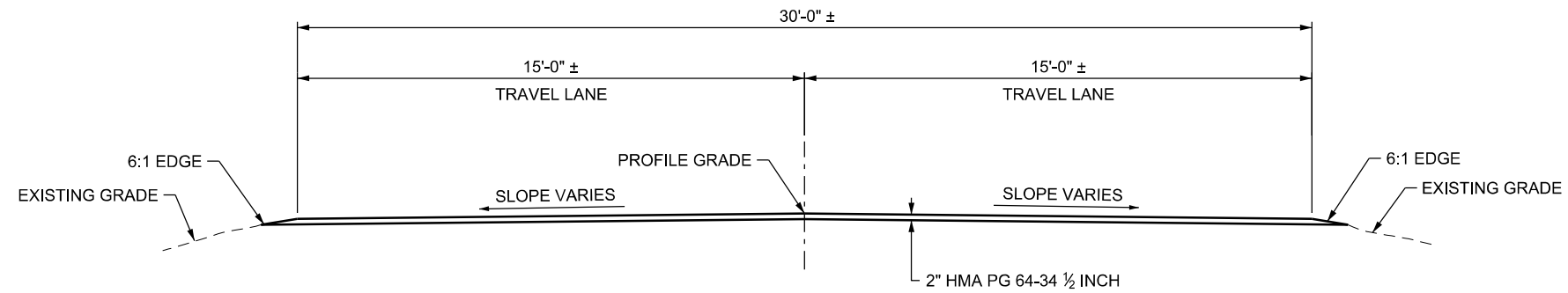






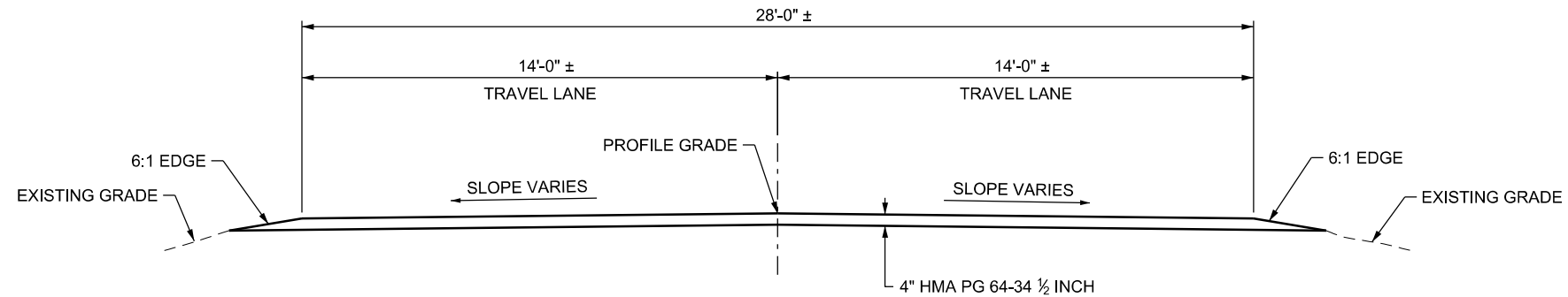
TYPICAL SECTION 1

200 NORTH
 MAIN STREET TO 200 WEST
 DESIGN SPEED 25 MPH



TYPICAL SECTION 2

200 NORTH
 200 WEST TO RAILROAD TRACKS
 DESIGN SPEED 25 MPH



TYPICAL SECTION 3

300 NORTH (COW LANE)
 GOSHEN ROAD WESTWARD 6,800 FEET
 DESIGN SPEED 25 MPH

NOTE:
 1. EDGE MILL AT CROSS STREETS PER APWA STANDARD PLAN 253.

05-MAY-2017
 DGN File: L:\2017\002_Juab County Mona 200 North-300 North Overlay\CadSheet_Files\TS01.dgn

RB&G
 ENGINEERING, INC.

1435 WEST 820 NORTH
 PROVO, UTAH 84601-1343
 801 374-5771
 801 521-5771

| NO. | AUTHORIZED BY | REVISION | MADE BY | DATE |
|-----|---------------|----------|---------|------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

DESIGNED BY: MATT K. SMITH
 DRAWN BY: BRANDI GOLDING
 CHECKED BY: SCOTT A. HENDRICKS
 SCALE: HORIZ. _____
 VERT. _____
 DATE: 05-MAY-2017

JUAB COUNTY
 160 NORTH MAIN STREET
 NEPHI, UTAH 84648

MONA CITY
 200 NORTH AND 300 NORTH (COW LANE)
 PAVEMENT PRESERVATIONS

TYPICAL SECTIONS

201705-002
 PROJECT NO.
 SEE PROJECT FILE
 FILE DRAWER NO.
 SHEET **TS-01**
 OF X SHEETS