

CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS  
FOR  
*Serge Simmons River Restoration Project*  
IN  
OGDEN, UTAH

*PREPARED BY*  
*Ogden City Engineering Division*

November 6, 2024



<u>Reference Number</u>	<u>Title</u>	<u>No. of Pages</u>
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### Serge Simmons River Restoration Project

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# DOCUMENT 00 00 40

## LIST OF DRAWINGS

### Serge Simmons River Restoration Project

#### DRAWINGS

<u>Sheet No.</u>	<u>Title</u>	<u>Approval Date</u>
1. G01	Cover Sheet	September 11, 2024
2. G02	Base Map	September 11, 2024
3. G03	Site Plan & Horizontal Control Plan	September 11, 2024
4. CW00	Care of Water Overview and Notes	September 11, 2024
5. CW01	Care of Water Phase 1	September 11, 2024
6. CW02	Care of Water Phase 2	September 11, 2024
7. CW03	Care of Water Details	September 11, 2024
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9. CW05	Care of Water Details	September 11, 2024
10. R00	Overall Plan View	September 11, 2024
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12. R02	South Serge Profile and Sections	September 11, 2024
13. R03	Upper Channel Plan and Profile View	September 11, 2024
14. R04	High Flow Channel Plan and Profile View	September 11, 2024
15. R05	River Access Plan View	September 11, 2024
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17. R07	River Access Sections	September 11, 2024
18. L01	South Serge Planting Plan	September 11, 2024
19. L02	River Access Planting Plan	September 11, 2024
20. D01	Boulder Vane Details	September 11, 2024
21. D02	Erosion Control Blanket Details	September 11, 2024
22. D03	Habitat/Eddy Boulder Details	September 11, 2024
23. D04	South Serge Bank Details	September 11, 2024
24. D05	Planting Details	September 11, 2024
25. D06	Path and Steps Details	September 11, 2024
26. D07	Boulder Terraces Details	September 11, 2024
27. D08	Split Rail Fence Details	September 11, 2024

## REFERENCE DRAWINGS

1. 2017 Manual of Standard Plans by the Utah Chapter of the American Public Works Association.
2. Ogden City's 2020 Edition of the Engineering Standards and Amendments for Public Works Projects.
3. Etc.

END OF DRAWING LIST

# **DOCUMENT 00 10 00**

## **INVITATION TO BID**

### **PART 1 GENERAL**

#### **1.1 CONSTRUCTION CONTRACT**

A. Bidders are invited to bid on Construction Contract named as:

#### **Serge Simmons River Restoration Project**

B. For information about the award of this Construction Contract, contact:  
Phil Suiter at (801) 629-8971.

#### **1.2 DESCRIPTION OF WORK**

A. The location of the work is: Weber River at Fort Buenaventura Park.

B. The estimated cost of the work is \$ 900000.

C. The project shall be governed by these contract documents, special conditions, specifics related to the work, and all provisions of the Manual of Standard Specifications and Manual of Standard Plans 2017 Edition published by the Utah Chapter of the American Public Works Association (APWA) and Ogden City's Engineering Standards for Public Improvements 2020 Edition which are applicable to the work are made a part of the Contract Documents by reference.

D. The work to be performed consists of furnishing and installing the equipment, facilities, services and appurtenances thereto as included in the Contract Documents. The Work generally includes, but is not limited to, the following:

Weber River Restoration improvements both in-channel and on banks including excavation and haul off/reinstallation of alluvium, installation of boulders, boulder vanes, riprap, slabstone steps, alluvium cobble, erosion control blanket, topsoil, riparian planting, seed, hydromulch, and wood slat fence.

#### **1.3 BIDDERS' PRE-QUALIFICATION STATEMENT OF QUALIFICATIONS (SOQ)**

A. Bidders shall submit a Statement of Qualifications (SOQ) that describes at least 3 relevant projects of similar scope and experience in river-related work within the last 7 years. Up-to-date project owner references with contact information shall be included. The relevant projects shall demonstrate extensive experience in the installation of in-channel boulder structures, plus the care of natural river flows and Best Management Practices that significantly reduce environmental impacts associated with construction. The SOQ shall identify the key personnel and all subcontractors that will perform work.

#### **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. The Work will be Substantially Completed 60 calendar days after the date of the Notice to Proceed.

## **1.6 EXAMINATION AND PROCUREMENT OF DOCUMENTS**

- A. Complete sets of Bid Documents will be available by downloading from the Ogden City website at “**no cost**”. A complete set of Bid Documents must be used in preparing Bids. Bidders are responsible for securing any and all addenda issued. Owner and Engineer assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

## **1.7 PRE-BID CONFERENCE**

- A. **A MANDATORY PRE-BID CONFERENCE** will be held at 9:00 a.m. on 11/20/2024, at Ogden, Utah in the conference room of the City Engineer. All contractors intending to submit a bid are required to send an employee to attend the Mandatory Pre-bid conference to obtain relevant information concerning the project. Contractors may not delegate attendance to an agent representing any other contractor. Bidders are advised that information affecting drawings, specifications, conditions, scope of the Work, etc. may be discussed. Any questions concerning the specification for said project will be discussed at this time, and Bidders will be made aware of special conditions involved in the construction of this project.

## **1.8 BID SECURITY**

- A. Bid security in the amount of five (5) percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders. Bid Security will be returned to each unsuccessful Bidder after tabulation and in accordance with Document 00 20 00, Section 2.3.D.

## **1.9 BID LOCATION AND OPENING**

- A. Sealed bids for furnishing all materials, labor, tools and equipment necessary to complete said work must be submitted on forms prepared by the City Engineer and are to be submitted to the office of the City Purchasing Agent, 2549 Washington Boulevard, 2<sup>nd</sup> floor information desk, Ogden, Utah, until 3:00 p.m., 12/4/2024, at which time they will be opened and read aloud. **LATE BIDS WILL NOT BE ACCEPTED.**
- B. On the outside of the envelope, the bidder shall indicate the Construction Contract title, the name and address of the Bidder, and the date and time of Bid opening and the Bidder's return mailing address.

## **1.10 RIGHT TO REJECT BIDS**

- A. The OWNER reserves the right to accept or reject any or all bids or to waive any informality or technicality in any bid that best serves its convenience and/or is found to be

in the best interest of the City.

## **1.11 VALIDITY PERIOD FOR BIDS**

- A. Bids shall remain valid for 45 days after the day of Bid opening. The three lowest bidders, per Document 00 20 00, Section 2.3 D, who withdraw their bid after Bid opening, but before expiration of said period, shall forfeit their bid security if Notice of Intent to Award to Bidder is made by OWNER.

## **1.12 GOVERNING LAWS AND REGULATIONS**

- A. This project is not federally funded and does not require the payment of specific wage rates. Payroll submittal will not be required.
- B. As a condition of the contract, contractors are to register and participate in the status verification system, as defined in section 63-99a-103(1)(c) of the Utah Code or its successor provision, to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah.
- C. Contractor is responsible for verifying the employment status of new employees who work under the contractor's supervision or direction. In addition, contractor must maintain and have available for review upon demand by city an affidavit from each contractor or subcontractor who works under or for the contractor certifying that such contractor or subcontractor has verified through the status verification system, as defined in section 63-99a-103(1)(c) of the Utah Code or its successor provision, the employment status of each new employee of the respective contractor or subcontractor that is employed in the State of Utah.
- D. By entering into this contract, contractor verifies that 1) it has registered in the status verification system or that it will register in the status verification system within thirty (30) days of being notified that it has been awarded the contract, and 2) that it participates in the status verification system to verify the work eligibility status of new employees as required by law. If at any time during the period of this contract, contractor fails to remain registered in or to participate in the status verification system or to maintain on file any required affidavit, city may terminate the contract for cause or, in the alternative, city may suspend work under the contract until contractor shows compliance with the requirements of this section. City shall not be responsible for any costs, damages, expenses, losses or other claims resulting from contract termination or contract suspension resulting from contractor's failure to comply with the status verification system requirements or to have on file any required affidavit, nor shall contract time be extended by virtue of such failure to comply with the requirements of this section.
- E. Bidders on this Work will be subject to the applicable provisions of all federal rules, laws and regulations or orders.
- F. Furnishing of W-9. Payment under this Agreement is contingent upon Contractor furnishing City with a signed and completed W-9 IRS tax form. Such form shall be attached hereto and incorporated herein. Contractor shall cooperate with City in furnishing any additional information City may need to comply with rules and regulations of the Internal Revenue Service.
- G. Pursuant to the requirements of Section 3 of the Housing and Urban Development Act of

1968, the City has developed minority and women owned business affirmative action plans. The award of the Construction Contract shall be governed by these plans. A summary of the plans is included in the Contract Documents. Bidders should contact the federal contracts compliance clerk, telephone: 801-629-8000 regarding any questions concerning minority or women owned business.

- H. In compliance with Americans with Disabilities Act, (ADA) the following information is provided: FAX Number (801) 629-8735, TDD Number (801) 629-8701, Contact person: Lisa Stout Management Services Director, Ogden City.
- I. Ogden City encourages and welcomes bids from minority and women-owned businesses.

Ogden City Purchasing Agent

Published: November 7, 2024

END OF DOCUMENT

# DOCUMENT 00 20 00

## 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 will have the meanings indicated in the General Conditions.
- B. General Conditions: as published in Document 00 72 00 in the 2017 Manual of Standard Specifications by the Utah Chapter of the American Public Works Association and as published in Ogden City's 2020 Edition of the Engineering Standards and Amendments for Public Works Projects.

#### 1.2 COPIES OF BID DOCUMENTS

- A. Complete sets of Bid Documents will be available by down loading from the Ogden City website at “**no cost**”. A complete set of Bid Documents must be used in preparing Bids. Bidders are responsible for securing any and all addenda issued. Owner and Engineer assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.  
<https://ogdencity.com/264/Purchasing>
- B. Bid Documents are made available to Bidder only for the purpose of obtaining Bids on the work. No license or grant for any other use is given.
- C. Bidding Document copyrights shall remain with the Owner.
- D. All provisions of the Manual of Standard Specifications and Manual of Standard Plans 2017 Edition published by the Utah Chapter of the American Public Works Association (APWA) and Ogden City's Engineering Standards for Public Improvements 2020 Edition which are applicable to the work are made a part of the Contract Documents by reference.

The **Ogden City Engineering Standards and Amendments for Public Works Projects** are also available (Free Download) online at:

<https://ogdencity.com/DocumentCenter/View/13520/2020-Engineering-Standards-for-Public-Improvements?bidId=>

#### 1.3 PRE-BID CONFERENCE

- A. A **MANDATORY pre-bid conference** will be held at 9:00 a.m. on 11/20/2024, at 2549 Washington Boulevard, Ogden, Utah in the 7<sup>th</sup> floor conference room of the City Engineer. All contractors intending to submit a bid are required to send an employee to attend the pre-bid conference to obtain relevant information concerning the project. Contractors may not delegate attendance to an agent representing any other contractor. Representatives of Owner and Engineer will be present to discuss the Project.

## 1.4 COMPENSATION AND QUANTITIES

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

## 1.5 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. In General: Bidders are permitted to converse with Engineer or Engineer'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 Engineer or Engineer'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 Engineer 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 Union Pacific Railroad, 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; and
5. Identify and notify Engineer in writing in the manner set forth in article 2.1 below of all specific conflicts, omissions, errors or discrepancies in the Contract Documents, or if Bidder doubts their meanings.
6. Investigate all applicable construction and labor conditions, quantities, and the character of the work as they affect cost, progress, performance, or furnishing of the work;
7. Attend any pre-bid conference, which shall be mandatory if so designated in the Notice to Bidders;
8. Review all available explorations and data concerning surface and subsurface conditions.

The failure or omission of any Bidder to receive or examine any form, instrument, Addendum or other document, visit the site and become acquainted with conditions there existing, or attend the pre-bid conference, shall in no way relieve any Bidder from obligations with respect to Bidder's bid or its obligation to furnish all material, equipment, labor and services necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in its Bid. Submission of a Bid shall constitute *prima facie* evidence of compliance with these instructions.

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 50 00**) and the Contract Documents, except by Addendum or Change Order.

## 1.6 PHYSICAL CONDITIONS

- A. In General: Before submitting a Bid, each Bidder will be responsible for review of Owner's explorations, tests and data concerning surface conditions, subsurface conditions and underground facilities at or contiguous to the site, or otherwise, which may affect cost, progress, performance or furnishing 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 32 00**). The document provides the identification of:
  1. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer 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 Engineer in preparing the Contract Documents.
- C. Underground Facilities: Information and data indicated in the Contract Documents regarding underground facilities at or contiguous to the site is based upon

information and data furnished to Owner and Engineer by owners of such underground facilities. The Owner does not assume responsibility for the accuracy or completeness thereof other than as provided in paragraph 4.3A.2 of the General Conditions or unless expressly provided in the Modifications to General Conditions (Document 00 81 00).

- D. Additional Explorations: On request in advance, and if possible, 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 release, indemnify, defend and save the Owner harmless from all costs, damages and liabilities of any kind whatsoever, including reasonable attorneys' fees, that may arise 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.

## 1.7 EFFECT OF SUBMITTING A BID

- A. Bidders are responsible to carefully examine the Contract Documents, visit the site, and fully inform themselves so as to include in the Bid a sum to cover the cost of all items. Bidder's failure or omission to receive or examine any form, instrument, addendum or other document, visit the site and become acquainted with existing conditions, or attend any pre-bid conference, shall in no way relieve Bidder from any obligations with respect to Bidder's Bid or the Construction Contract.
- B. By submitting a Bid, Bidder represents that Bidder has complied with all requirements of the Bid Documents; that the Bid is premised on properly performing and furnishing the work required by the Contract Documents within the times specified; that the Bidder is informed of the conditions to be encountered and the character, quality and quantities of the work; and that the Bidder believes the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all term and conditions for performance and furnishing of the work.
- C. Submission of a Bid constitutes a promise that the Bidder will enter the Contract Documents in the form presented in the Contract Documents. Bidders should carefully examine all Contract Documents, including the required Bonds and insurance to be provided by the Bidder.
  - 1. The Performance Bond is a guarantee of faithful performance of the requirements of the Contract Documents, including all applicable warranties. The Payment Bond is a guarantee of payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the work provided in the Construction Documents.
  - 2. The sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the work in the event that Contract Modifications, Change Orders or Addenda increase or decrease the total contract price. The sum

of each bond shall be in an amount equal to the completed contract price at the completion of the work.

3. Owner does not provide any release of Performance Bonds or Payment Bonds. The bonds are in effect throughout all periods during which a suit may be brought under the provisions of applicable law.
- D. By submitting a Bid, Bidder represents that the matters stated therein are true and correct.

## PART 2 BIDDING PROCEDURES

### 2.1 INTERPRETATIONS AND ADDENDA

- A. All requests for interpretation of the Contract Documents shall be made in writing and delivered to the Engineer no later than 72 hours prior to opening of Bids. Engineer will publish interpretations on the City Website in the form of a Written Addendum. If a Bidder's request for interpretation is not responded to by Engineer, Bidder shall not rely on any interpretation in the request which is contrary to the intent and terms of the Contract Documents.
- B. No oral interpretations shall be made to any Bidder. Owner will not be responsible for or bound by any statements, explanations, representations, conclusions, assumptions or interpretations made by any party, whether oral or written, 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 Engineer. Each statement made in an Addendum is part of the Contract Documents at the location designated in the Addendum. A statement issued in an Addendum shall have the effect of modifying a portion of the Bid Documents when the statement in the Addendum specifies a particular section, paragraph or text and states that it is to be so modified. Only the specified section, paragraph or text shall be so modified, and all other portions of the Bid Documents shall remain in effect.
- D. Except to postpone the Bid opening, no Addenda shall be issued within 48 hours of the Bid opening.
- E. Any Addenda so issued during the time of bidding shall be deemed to be included in the Bid. All Addenda shall become a part of the Contract Documents.
- F. Bidders shall sign to acknowledge their receipt of all Addenda issued. Bidders shall also acknowledge receipt of all Addenda in the space provided in the Bid.

### 2.2 EQUIPMENT AND MATERIAL OPTIONS PRIOR TO BID OPENING

- A. If a Bidder or Supplier wishes to use items of equipment or materials other than those identified in the Contract Documents, said Bidder or Supplier shall submit a written request for approval to the Engineer at least 10 calendar days prior to the date set for opening of bids.
- B. The procedure for submission of any such product option shall be as set forth in **Article 6.4 of the General Conditions**. It is the sole responsibility of the Bidder or Supplier to submit complete descriptive and technical information so that Engineer can make a proper appraisal.

- C. Engineer's failure to act upon such a request within three (3) days after receipt shall be deemed a denial thereof.
- D. Any such approval is at the sole discretion of the Engineer and will be in the form of an Addendum and posted on the website for all Bidder's Bid Documents indicating that the additional equipment or materials are approved as equal to those specified for the Project.

## 2.3 BID SECURITY

- A. Amount of Bid Security: A Bid Security must accompany each Bid. The total amount of the Bid on which Bid security is to be based shall be the sum of all items of the Bid constituting the maximum amount of the possible award to the Bidder. The Bond amount must equal at least five (5) percent of the total amount of the Bid.
- B. Bid Bond: The Bond shall accompany and be attached to the Bid and shall be issued by a 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.
- C. Cashier's Check: The Bid Security may be in the form of a certified check, cashier's check, or Bid Bond. No other form of Bid Security will be accepted. 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 Ogden City Corporation. Note that personal or company checks are not acceptable as bid security. If a cashier's check is used in lieu of a Bid Bond or if the Bid Bond does not specifically so provide, a certificate from an approved surety company guaranteeing execution of performance and payment bonds in the full amount of the bid must accompany the bid.
- D. Return of Bid Security: Owner will return Bid security to Contractor within seven (7) days after receipt of the Construction Contract by Ogden City Purchasing Division. Bid Bonds and cashier's checks of the lowest three Bidders will be held until the Construction Contract is awarded and a signed copy received by Ogden City Purchasing Division or all bids have been rejected. All other bid securities shall be returned following the bid opening. The liability of Owner in regards to the checks shall be limited only to the return of the checks.
- E. Default: In the event of failure or refusal of the Bidder to enter into the Construction Contract and the delivery to the Owner a Performance Bond, Payment Bond and any other Bonds or documents required by the Contract Documents after Notice of Intent to Award by the Owner, the Bidder forfeits the sum of the Bid Bond or cashier's check as liquidated damages to the Owner.

## 2.4 CONTRACT TIME AND PUNCH LIST TIME

- A. Provisions concerning Contract Time and Punch List Time are set forth in the Agreement ([Document 00 50 00](#)).

## 2.5 LIQUIDATED DAMAGES

Serge Simmons River Restoration Project

A. Provisions concerning liquidated damages are set forth in the Agreement (Document 00 50 00).

## 2.6 BID FORM

- A. The Bid form (Document 00 40 00) identifies all forms comprising the Bid Documents. Additional copies may be obtained from Engineer.
- B. Bids by corporations must be executed in the corporate name by the president, vice-president or other corporate officer authorized to sign and 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 or joint ventures must be executed in the partnership or joint venture name and signed by a partner or joint venture, whose title and official partnership address must be shown. If a partnership or joint venture is the low bidder, the partnership or joint venture must also submit evidence to the Owner of the responsibility of the partnership or joint venture as a bidder in the manner directed by the Engineer.
- D. All names must be typed or printed under or near the signature. Signatures shall be in longhand.
- E. The Bid shall contain an acknowledgment of receipt of all Addenda. The Addenda numbers and date issued must be filled in on the Bid form.
- F. The Bidder's address, telephone number and facsimile number for communications regarding the Bid must be shown on the first page of the Bid form.
- G. The Bidder shall make no stipulations or alterations on the Bid forms. The Bidder must use only the Bid form and Bid Schedules as bound in the Contract Documents or as may be modified by Addendum. To bid for the work, Bidder is required to submit the Bid (Document 00 40 00), the Bid Schedule (Document 00 41 10), Contract Time (Document 00 41 50), Bid security to the Bid location indicated in the Invitation to Bid (Document 00 10 00) and Statement of Qualifications (SOQ).
- H. The Bidder must possess at the time of Bid Submittal all appropriate and required licenses and indicate such on the Bid form.
- I. Where the Bidder is wholly owned subsidiary of another company, the Bid must so state, and the owner or parent corporation also must agree to sign and be bound with the Bidder.
- J. The divisions and sections of the specifications, and the identifications of any Drawings, shall not control Bidder in dividing the work among subcontractors or suppliers, or delineating the work to be performed by any specific trade.
- K. The base Bid and alternates shall include all work required to be performed by the Contract Documents.

## 2.7 BID SCHEUDLE

- 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 41 10**) 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 41 10**) must be completed in ink or by typewriter. If applicable, furnish both the unit and the total costs for each item. Total Bid numbers shall be stated in both figures and written form, and the signature of all persons signing shall be in longhand. Any corrections, alterations or erasures made by the Bidder on the Bid Schedule shall be initialed in ink by the Bidder.

## **2.8 BIDDERS' PRE-QUALIFICATION STATEMENT OF QUALIFICATIONS (SOQ)**

A. Bidders shall submit a Statement of Qualifications (SOQ) that describes at least 3 relevant projects of similar scope and experience in river-related work within the last 7 years. Up-to-date project owner references with contact information shall be included. The relevant projects shall demonstrate extensive experience in the installation of in-channel boulder structures, plus the care of natural river flows and Best Management Practices that significantly reduce environmental impacts associated with construction. The SOQ shall identify the key personnel and all subcontractors that will perform work.

## **2.9 SUBMISSION OF BIDS**

A. Bids shall be submitted at the time and place indicated in the Invitation to Bid (**Document 00 10 00**) and should be enclosed in a sealed envelope, marked with the project title, the name and address of the Bidder, and the date and the opening time for bids. If the Bid is sent through the mail or other delivery system the sealed envelope should be enclosed in a separate envelope with the notation "**BID ENCLOSED**" on the face of it. It is the sole responsibility of the Bidder to deliver the Bid before the scheduled time.

B. 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.

D. Joint bids must be clearly indicated on the completed proposal forms. Failure to do so may be cause for rejection of the bid.

E. **Only the following documents need to be submitted with the bid: 00 40 00 (Bid), 00 41 10 (Bid Schedule), 00 41 50 (Contract Time), The Bid Security, and Statement of Qualifications (SOQ).** Bidder will make no recapitulations, stipulations, alterations, alternate submissions, or modifications in any manner to any of the Contract Documents.

F. Bidder shall submit an acceptable Bid which requires the full completion and submission of all five (5) Documents listed in Section E above.

## **2.10 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. When it appears a mistake has been made, or when the Owner desires an assurance of any matter, the Owner may request a Bidder to confirm the Bid in writing.

## **2.11 OPENING OF BIDS**

- A. Bids will be opened and read aloud publicly unless obviously non-responsive. An abstract of the amounts of the base schedule of prices and any alternate schedules will be made available for review after the opening of Bids.
- B. Any Bids received after the date and time specified in the Invitation to Bid (Document 00 10 00) will be returned unopened.

## **2.12 BIDS SUBJECT TO ACCEPTANCE FOR 45 DAYS**

- A. All bids remain subject to acceptance for 45 days after the day of the Bid opening. Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

## **2.13 NONDISCRIMINATION IN EMPLOYMENT**

- A. Work under this Bid will obligate the Bidder and Subcontractors not to discriminate in employment practices.
- B. Bidders must, if requested, submit a compliance report concerning employment practices and policies in order to maintain their eligibility to receive the award of the Construction Contract.
- C. Equal opportunity employment shall be reflected in the racial and sexual composition of the Bidder's work force and the Owner urges an affirmative action program to overcome underutilization.
- D. 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.
- E. If federal nondiscrimination requirements are required, the Bidder shall be fully knowledgeable and comply with such requirements.

# **PART 3 AWARD OF CONSTRUCTION CONTRACT**

## **3.1 QUALIFICATIONS OF BIDDERS**

- A. Within seven (7) calendar days of Engineer's request, a Bidder, whose Bid is under consideration for award shall submit to the Engineer the following information for the Bidder. Engineer may request like information on Bidder's Subcontractors, or Bidder's Suppliers or any other information the Engineer may require.

1. A current financial statement for the work (as provided to bonding company);
2. A chronological list of "in progress" and "completed" construction work done by Bidder during the last three (3) years; including project name, address, owner, contact name, and current telephone number;
3. Present construction commitments other than items listed in paragraph two (2) above;
4. Proposed organizational structure such as firm ownership, project manager, progress scheduler, and superintendent for the work of this project;
5. Owned and rented equipment which is to be used to do the work;
6. Investigations, arbitration, litigation or claims which are pending, threatened, settled or otherwise disposed of within the last three (3) years;
7. Evidence of ability to perform and complete the work in a manner and within the time limit specified. As a minimum, identify specific projects similar to the work in physical size, cost, and commercial nature. If the work experiences of the project manager and superintendent designated to construct this project are different than that of the company, provide resumes of their work history. Include their actual project titles and indicate their actual responsibilities on each given project;
8. All matters consistent with federal, state and local laws and regulations; and
9. Such other data as may be called for in the Modifications to Instructions to Bidders ([Document 00 22 00](#)) (if any).

B. If Bidder believes any information should be held confidential for business reasons, Bidder must submit a written claim of business confidentiality for that particular information and include a specific statement of the reasons supporting the claim pursuant to Utah Code Ann. 63-2-308. Owner will hold all requested information confidential and upon request, will return such information to Bidder after acceptance or rejection of Bid.

C. Untimely response or failure to provide the requested information by Bidder will release Owner of any obligation to further negotiate or consider the Bidder's Bid.

### **3.2 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; and to withhold the award for any reason deemed in the best interests of the Owner.
- B. Owner reserves the right to reject any Bid if Owner believes that it would not be in the best interest of the Project or the Owner to make an award to that Bidder. Without limitation such rejection may be because the Bid is not responsive, or the Bidder is unqualified or of doubtful ability or the Bid or Bidder fails to meet any

other pertinent standard or criteria established by Owner in the Supplementary Instructions to Bidders (Document 00 22 00).

- C. Owner will consider the qualifications of the Bidder (whether or not the Bid complies with the prescribed requirements) and such alternates, unit prices and other data, as may be requested in the Bid form (Document 00 40 00), Bid Schedule (Document 00 41 10), or written requests issued prior to Owner's Notice of Intent to Award the Construction Contract. If the Owner intends to make an award to a Bidder, a Notice of Intent to award will be issued.
- D. Owner may consider the qualifications and experience of Bidder, Subcontractors, Suppliers, and other persons and organizations proposed (whether or not the Bid otherwise complies with the prescribed requirements) for those portions of the work as provided in the Subcontractors and Supplier Report (Document 00 45 30).
- E. Owner may consider the operating costs, maintenance requirements, performance data and guarantees of ability to provide the required materials and equipment. (When such data is required to be submitted prior to the Notice of Intent to Award the Construction Contract.)
- F. Owner may consider:
  - 1. Such alternates, unit prices and other data, as may be requested in the Bid Form, Bid Schedule, or written requests issued prior to Owner's Notice of Intent to Award the Construction Contract.
  - 2. Corporate organization and capacity for any party.
  - 3. Ability to perform and complete the work in the manner and within the time specified.
  - 4. Pending litigation.
  - 5. The amount of the Bid.
  - 6. Proper licensing to do the work in compliance with licensing laws of the State of Utah for contractors and subcontractors.
  - 7. All other relevant matters, consistent with the Owner's procurement code and administrative rules, Owner's ordinances and program policies.
  - 8. To establish qualifications of Bidder, Owner may request such data indicated in Article 3.1 herein above and conduct such investigations as Owner deems appropriate, and consider any other information (whether obtained from the Bid, the Bidder, or any other source.)
- G. If the Construction Contract is to be awarded, it will be awarded to the most responsive and lowest, qualified, responsible Bidder as determined by the Owner. Alternates may be accepted depending upon availability of Owner funds. Bid alternates may be considered at Owner's option in determining the most responsive, lowest, qualified, and responsible Bidder.
- H. Bid Schedules will be evaluated as follows:
  - 1. Discrepancies in the multiplication of quantities of work items and unit prices will be resolved in favor of the unit prices. Owner may correct Bid Schedule calculation errors accordingly.
  - 2. Prices written out in words shall govern over prices written out in numbers.

3. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
4. Bids shall not contain any recapitulations of or changes in the work to be done.

I. The Owner, in the Owner's sole discretion, shall make determinations as to disqualification of Bidders or rejection of Bids. Such matters may include, without limitation, submission of more than one Bid by the Bidder (whether under the same or different names); evidence of collusion among Bidders; other commitments of Bidder which, in the Owner's sole judgment, might hinder the work; previous defaults, Bid irregularities when not waived in the best interests of the Owner, delays or poor performance by Bidder on any project; official action against Bidder; and any other cause which, in the Owner's sole discretion and judgment, is sufficient to justify disqualification of a Bidder or rejection of a Bid.

### **3.3 SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- A. Bidder shall not subcontract more than 49 percent of the dollar value of the total contemplated work (exclusive of the supply of materials and equipment to be incorporated in the work) without Owner's prior written approval.
- B. Conflict of interest pertaining to Subcontractors is described in paragraph 6.5H of the General Conditions.
- C. The following firms, which have been under contract to the Owner in the design phase of the work, shall not be used as subcontractors by the Contractor.
  1. Design Consultant: \_\_\_\_\_
  2. Geotechnical Consultant: \_\_\_\_\_
  3. Surveying Consultant: \_\_\_\_\_
  4. Other: \_\_\_\_\_
  5. Other: \_\_\_\_\_

### **3.4 CONTRACT SECURITY AND OTHER SUBMITTALS**

- A. Performance Bond (Document 00 61 00) and Payment Bond (Document 00 62 00): The Owner's requirements as to Performance and Payment Bonds are as set forth in the 00 72 00 General Conditions - PART 5 - BONDS AND INSURANCE, Section 5.1 (as amended by Ogden City). Specific requirements are set forth in the Performance Bond (Document 00 61 00) and the Payment Bond (Document 00 62 00).
  - 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. Do not complete the Performance Bond, Payment Bond or Agreement at the time of Bid submittal.
- B. Subcontractor and Supplier Report (Document 00 45 30): This report form is required within 24 hours of Engineer's request. The form 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 two (2) percent of the Bid sum shall be described. Bidder must have the written consent of Owner to substitute for any of the Subcontractors or Suppliers designated or to employ any Subcontractor or Supplier which is not listed.
- C. Bidder Status Report (Document 00 45 20): One completed form shall be submitted upon Engineer's request or after Bidder receives Notice of Intent to Award.
- D. Other Information: When a determination has been made to award the Construction Contract, Bidder is required, prior to the award or after the award, or both, to furnish such other information as the Engineer requests.

### **3.5 ADJUSTMENTS TO THE COST OF THE WORK AFTER OPENING OF BIDS**

- A. The contract price identified in the Agreement (Document 00 50 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 an Agreement Supplement (Document 00 50 50).

### **3.6 SUBSTITUTIONS**

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

### **3.7 SIGNING OF AGREEMENT**

- A. Within ten (10) working days after Owner gives Notice of Intent to Award the Construction Contract to the successful Bidder, the Bidder shall pick up, sign and return the required number of copies of the Agreement (Document 00 50 00) and

attached documents to Owner with the required Bonds. A minimum of three (3) originals will be signed. One executed original will be returned to the Bidder. Bidder shall comply with all execution requirements.

- 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, and the signing of the Agreement (**Document 00 50 00**), and at all times during the work, Bidder shall be properly licensed to do the work and shall be in compliance with the license laws of the State of Utah, Ogden City and Weber County. The Bidder shall also require all Subcontractors to do the same.
- D. All of Bidder's executions and submittals must be delivered to the Owner before Owner will execute the Construction Contract. The Construction Contract will not be deemed awarded and shall not be binding on the Owner until it has been approved and executed by the Owner, and a fully executed copy is formally delivered to the Contractor. The Owner reserves the right to rescind its Notice of Intent to Award without liability, except for the return of Bidder's Bid Security, at any time before the Construction Contract has been fully executed by all parties and delivered to the Contractor.
- E. If a Bidder fails to fully and properly execute the Construction Contract and provide all submittals required therewith within ten (10) days after the date of the Notice of Intent to Award, the Owner may elect to rescind the Notice of Intent to Award, and the Owner shall be entitled to the full amount of Bidder's Bid Security, not as a penalty, but in liquidation of and compensation for damages sustained. In the Owner's sole discretion, a Notice of Intent to Award may then be provided to another Bidder whose Bid is most advantageous to the Owner, price and other factors considered.

## **PART 4 MISCELLANEOUS**

### **4.1 EQUIPMENT AND MATERIAL OPTIONS AFTER BID OPENING**

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

### **4.2 PARTNERING**

- A. Refer to **Document 01 11 50** for description of partnering requirements.
- B. Owner's consultants listed in these contract documents and specifications will be partners to the project.

END OF DOCUMENT

# **DOCUMENT 00 40 00**

## **BID**

### **PART 1 GENERAL**

#### **1.1 BIDDER**

A. Name: \_\_\_\_\_

B. Address: \_\_\_\_\_

C. Telephone number: \_\_\_\_\_

D. Facsimile number: \_\_\_\_\_

E. Tax identification number: \_\_\_\_\_

F. E-mail address : \_\_\_\_\_

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

H. Primary License Classification Number: \_\_\_\_\_

I. License Classification Title: \_\_\_\_\_

#### **1.2 NOTICE**

A. Pursuant to Section 58-55-501(8), 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 58-55-503(1), UCA, contracts for the work may not be awarded to any person or other business entity which violates Sections 58-55-501(8) or (13), UCA, in submitting its bid.

#### **1.3 CONSTRUCTION CONTRACT**

Serge Simmons River Restoration Project

#### **1.4 ADDENDA**

A. Bidder hereby acknowledges receipt of the following Addenda.

1. (Date) \_\_\_\_\_
2. (Date) \_\_\_\_\_
3. (Date) \_\_\_\_\_

## 1.5 SUBMITTALS

- A. Bidder shall submit an acceptable Bid which requires the full completion and submission of all four (4) Documents listed in Document 00 20 00, Part 2, 2.8 Submission of Bids, paragraph E.
- B. If Bidder receives a notice of intent to award the Contract from the OWNER after bid opening, the Bidder is to submit the following documents.
  1. Document 00 45 20: Bidder Status Report.
  2. Document 00 45 30: Subcontractor and Supplier Report.
  3. Document 00 61 00: Performance Bond.
  4. Document 00 62 00: Payment Bond.
  5. Insurance Documents as required in the Ogden City's 2020 Edition of the Engineering Standards and Amendments for Public Works Projects
  6. Document 00 50 00: Agreement.

## 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), the Bid Schedule, any data listed by and limited to the provisions in the Geotechnical Data Document, and the Bid Bond.

## 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 at the Contract Time and Contract Price identified in the Agreement (Document 00 50 00).
- B. Agreement Supplement: 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 50 00), ENGINEER shall prepare an Agreement Supplement (Document 00 50 50) describing such change. The necessity for preparing such a contract modification is the OWNER's sole option. If the Agreement Supplement is acceptable to the Bidder, the Bidder agrees to execute Agreement Supplement prior to or concurrent with the execution of the Agreement (Document 00 50 00).

### 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 50 00) with the Bonds and other documents required by the Agreement within 10 working days after the date of OWNER's Notice of Intent to Award the Construction Contract.

## REPRESENTATION OF BIDDER

A. In submitting this Bid, Bidder represents, as more fully set forth in the Instructions To Bidders (Document 00 20 00), 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 (Document 00 32 00), (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 ENGINEER 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 ENGINEER prior to Bid opening are acceptable to Bidder.

## 2.3 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 working days to sign and return the Agreement (Document 00 50 00) to the ENGINEER. If Bidder fails to sign the Agreement, 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 listed in this Document or the "Notice of Intent to Award" are not submitted within the time listed in the Notice of Intent to Award.

## 2.4 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.

## **2.5 BID PRICING**

A. Bidder will complete the Work for the prices listed in the Bid Schedule (Document 00 41 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)).

## **2.6 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 50 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 50 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\_\_\_\_.

### 3.2 BIDDER'S SUBSCRIPTION

- A. In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids, or to waive any irregularities or informalities in any bid or bids.
- B. It is agreed that the bid may not be withdrawn by the Bidder for a period of forty-five (45) calendar days after the opening thereof.
- C. The undersigned has not added any qualifying statements to the bid, nor has he(she) altered the proposal in any way.
- D. A joint bid by more than one is clearly indicated below.

Respectfully submitted,

FIRM NAME: \_\_\_\_\_

Seal \_\_\_\_\_  
(If corporation) \_\_\_\_\_  
Bidder's Signature: \_\_\_\_\_  
Please print Bidder's name here: \_\_\_\_\_

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

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

END OF DOCUMENT

# **DOCUMENT 00 41 10**

## **BID SCHEDULE**

### **PART 1 GENERAL**

#### **1.1 DOCUMENT INCLUDES**

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

#### **1.2 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as:  
**Serge Simmons River Restoration Project**

#### **1.3 REFERENCES**

- A. APWA 01 29 00: Payment Procedures.
- B. Document 00 50 00: Agreement.

#### **1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT**

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

### **PART 2 BID SCHEDULES**

#### **2.1 BASE BID**

- A. Bid Schedule No. 1 below describes work basic to the Contract.

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**BID SCHEDULE No. 1**  
**Weber River at Fort Buenaventura Park, Serge Simmons River**  
**Restoration Project**

<b><u>Item #</u></b>	<b><u>Description</u></b>	<b><u>QTY</u></b>	<b><u>Unit</u></b>	<b><u>Unit Cost</u></b>	<b><u>Total Cost</u></b>
	<b>Site Preparation</b>				
1	Mobilization, Demobilization	1	LS		
2	Traffic Control	1	LS		
3	Construction Survey	1	LS		
4	Protect In Place (PIP)	1	LS		
5	Construction Access and Repair	1	LS		
6	Erosion Control and General BMPs - Furnish, Install, and Manage	1	LS		
7	Care of Water - Furnish, Install, and Manage	1	LS		
8	Demo and reroute drain pipe	1	LS		
	<b>South Serge Channel and Bank Improvements</b>				
9	Remove Large Woody Debris, Haul off and Disposal	1	LS		
10	Remove Tree, Haul Off and Disposal	3	EA		
11	General Excavation and Stockpiling	2,285	CY		
12	Backfill of Alluvium	1,424	CY		
13	Haul Off and Disposal of Alluvial Material	1,043	CY		
14	Furnish and Install Riprap	48	CY		
15	Furnish Boulder	603	TON		
16	Harvest Existing Onsite Boulder	448	TON		
17	Install Boulder	929	TON		
18	Erosion Control Blanket	754	SY		
19	Non-Woven Filter Fabric	79	SY		
20	Furnish and Install Top Soil	126	CY		
21	Planting Zone A Seed Mix	0.12	ACRE		
22	Planting Zone B Seed Mix	0.05	ACRE		
23	Hydromulch	0.17	ACRE		
24	Containerized 3-Gallon Willow	13	EA		

25	Containerized 3-Gallon Dogwood	14	EA		
26	Live Willow Fascine	173	LF		
27	Live Dormant Willow Staking	6,698	EA		
28	Live Dormant Dogwood Staking	2,871	EA		
	<b>Bank Access Stabilization, Boulder Walls, Slabstone Steps</b>				
29	General Excavation and Stockpiling	1,264	CY		
30	Haul Off and Disposal of Alluvial Material	804	CY		
31	Furnish Boulder	837	TON		
32	Install Boulder	837	TON		
33	Furnish and Install Slabstone Steps	132	TON		
34	Furnish and Install Flagstone Path	28	TON		
35	Compacted Structural Backfill	150	CY		
36	Furnish and Install Alluvium/Cobble D50 = 2.5"	104	CY		
37	Furnish and Install Alluvium/Cobble D50 = 6"	221	CY		
38	Furnish and Install Alluvium/Cobble D50 = 18"	171	CY		
39	Non-Woven Filter Fabric	873	SY		
40	Furnish and Install Topsoil	60	CY		
41	Drainage Mat	202	SY		
42	Planting Zone A Seed Mix	0.07	ACRE		
43	Hydromulch	0.07	ACRE		
44	Live Dormant Willow Staking	100	EA		
45	Containerized 3-Gallon Willow	90	EA		
46	Erosion Control Blanket	195	SY		
47	Wood Slat Fence	180	LF		
48	High Flow Channel: Excavation, Haul Off and Disposal of Alluvial Material	222	CY		
49	Furnish and Install Coarse Alluvium	81	CY		
50	Union Pacific Permit	1	LS	ALLOWANCE	\$1,000. <sup>00</sup>

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

Schedule Total in Words \_\_\_\_\_

Signature \_\_\_\_\_

## **PART 3 MEASUREMENTS AND PAYMENT**

### **3.1 GENERAL**

- A. See measurement and payment procedures in APWA Section 01 29 00.
- B. ENGINEER will take all measurements and compute all quantities.
- C. CONTRACTOR will verify measurement and quantities.
- D. CONTRACTOR will provide all equipment, workers, and survey crews to assist ENGINEER in making measurements.
- E. Units of measurement are listed above in the bid schedule(s).

### **3.2 MOBILIZATION/ DEMOBILIZATION, Bid Item No. 1**

- A. Measurement is per Lump Sum (LS).
- B. Work includes but is not limited to: mobilization; demobilization; installation of temporary work area facilities, bringing in and removing all necessary construction equipment to and from the site; obtaining Ogden City construction permits; obtaining access permission from Ogden City and/or private property owners, preparing all required submittals; contracting, scheduling, delays and any and all incidentals.
- C. Payment also includes submitting the Union Pacific agreement and following all their requirements (does not include union pacific permit fee which is a separate allowance under bid item 50), coordination with Union Pacific on project timeline, and additional insurance policy that includes railroad liability coverage on the contractors insurance policy as stated in Exhibit C in Section 01 31 14 RAILROAD COORDINATION.
- D. 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	30
50	10

### **3.3 TRAFFIC CONTROL, Bid Item No. 2**

- A. Measurement is per Lump Sum (LS).
- B. Work includes but is not limited to: development, implementation, maintenance and restoration of a traffic control plan for construction that addresses vehicle, bicyclist, pedestrian and river traffic on the surrounding roads, pedestrian path, and Weber River. Work includes all materials, signage, labor, equipment, and any and all incidentals. Traffic control shall meet all requirements of Ogden City.

### **3.4 CONSTRUCTION SURVEY, Bid Item No. 3**

- A. Measurement is per Lump Sum (LS).

B. Work associated with this bid item includes furnishing all material, equipment, labor, and incidentals necessary to complete the work as specified. No separate or additional payment will be made for any temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work. Includes Protect-in-Place survey control and relocating control monuments within the limits of excavation. No separate or additional payment will be made for preparing surveying documents including but not limited to office time, preparing and checking survey notes, and all other related preparation work. The CONTRACTOR is required to accomplish all site grading through the use of GPS control. Costs incurred caused by survey errors will be at no additional cost to the OWNER. Repair any damage to the Work caused by CONTRACTOR'S survey errors at no additional cost to the OWNER. The ENGINEER may make an equitable adjustment, which may decrease the Contract Amount, if the required survey work is not performed.

### **3.5 PROTECT IN PLACE (PIP), Bid Item No. 4**

A. Measurement is per Lump Sum (LS).

B. Work covers taking necessary measures to mark in the field and ensure protection of existing utilities, structures, pavements, mature trees, vegetation, wetlands, cultural resources, properties, and other features not identified for removal or construction (resources). This includes stoppages and notifications to evaluate buried utilities or resources not identified on the plans that may be discovered during the work. Work includes but is not limited to: video documentation of preconstruction conditions; labor, equipment, invasive species control, and materials required for protecting-in-place or restoration of incidental damage. CONTRACTOR is responsible for identifying and protecting-in-place existing utilities. Any cost associated with temporary outages, environmental damage, or repairing utilities or resources, as determined by OWNER, shall be wholly the responsibility of the CONTRACTOR.

### **3.6 CONSTRUCTION ACCESS AND REPAIR, Bid Item No. 5**

A. Measurement is per Lump Sum (LS).

B. Work includes the installation, maintenance and removal of temporary access roads, temporary haul roads, access ramps and other access points required for construction of the project. Work covers furnishing all materials, equipment, labor, and any and all incidentals necessary to complete the work. Restoration of the temporary access is considered a part of the work, which includes but is not limited to resurfacing, seeding, revegetation, and any and all incidentals including furnishing materials and BMPs.

### **3.7 EROSION CONTROL AND GENERAL BMPS – FURNISH, INSTALL, AND MANAGE, Bid Item No. 6**

A. Measurement is per Lump Sum (LS).

B. Work covers development of an Erosion and Sediment Control (ESC) Plan and submittal to the OWNER for review and approval.

C. Work covers the development, implementation, and management of the project's ESC

program. This works includes all materials, equipment, labor and incidentals associated with implementing the ESC plan, performing regular inspections and documentation of installed ESC BMPs, and cleanout, maintenance, or replacement of ESC BMPs as required during project construction including approval delays and any and all incidentals. This also includes the removal of non-biodegradable BMPs after establishment of vegetation (approximately 1-2 years).

- D. Work covers development of a Spill Prevention Control and Countermeasures (SPCC) Plan and list of Equipment Operating with Certified Biodegradable Hydraulic Fluid, and submittal to the OWNER and ENGINEER for review.
- E. Work covers the development, implementation, and management of the project's SPCC program. This works includes all materials, equipment, labor and incidentals associated with finalizing the SPCC plan, installing the SPCC plan, performing regular inspections and documentation of installed SPCC BMPs and cleanout, maintenance, and/or replacement of SPCC BMPs as required during project construction, including delays and any and all incidentals.

### **3.8 CARE OF WATER – FURNISH, INSTALL, AND MANAGE, Bid Item No. 7**

- A. Measurement is per Lump Sum (LS).
- B. Work covers complete cost of development, implementation, and management of the Care of Water (CW) Plan to minimize environmental impacts and simultaneously provide construction access, to the work below the Ordinary High Water Mark (OHWM). Work includes installation of turbidity curtains, cofferdams, river diversions, oil booms, pumps and filters, intermittent excavation operations of excessive turbidity, all BMPs and shoring necessary for open bank excavations and channel work in the wet, and Care of Water and 401/404 permit conditions adherence. Payment covers labor, methods, precautions, delays, installations, modifications, maintenance, replacement, and materials for water control structures and removal and disposal of structures and incidentals required to complete work.
- C. Work covers maintaining necessary de-watering during construction. This may include gravity feed dewatering systems or pumped systems as the CONTRACTOR deems necessary. Work associated with this bid item also includes removal and proper disposal of equipment and materials required for de-watering once no longer required on site. Work covers furnishing all equipment, labor, and incidentals (to include but not limited to permitting and/or fuel/power to operate pumps) necessary to complete the work as specified.
- D. Work covers filtering pumped water to meet local and state environmental requirements prior to returning it to the river. Work covers furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

### **3.9 DEMO AND REROUTE DRAIN PIPE, Bid Item No. 8**

- A. Measurement is per Lump Sum (LS)
- B. Payment covers all labor, tools, and equipment costs to cut and remove a portion of the existing 8" PVC storm drain pipe in order to shorten drainage pipe and route out through

the boulder tier wall as called out in sheet R05.

**3.10 REMOVE LARGE WOODY DEBRIS, HAUL OFF AND DISPOSAL, Bid Item No. 9**

- A. Measurement is per Lump Sum (LS).
- B. Payment covers complete cost of large wood debris removal, haul off, and disposal offsite. Work includes but is not limited to: BMPs, excavation, debris removal, cutting material; stockpiling material; dewatering material onsite; supplying equipment; loading; hauling; handling; disposal fees; and any and all incidentals. CONTRACTOR shall provide receipt of documentation of proper disposal prior to payment.

**3.11 REMOVE TREE, HAUL OFF AND DISPOSAL, Bid Item No. 10**

- A. Measurement is per Each (EA).
- B. Payment covers complete cost of large wood debris removal, haul off, and disposal offsite. Work includes but is not limited to: BMPs, excavation, debris removal, cutting material; stockpiling material; dewatering material onsite; supplying equipment; loading; hauling; handling; disposal fees; and any and all incidentals. CONTRACTOR shall provide receipt of documentation of proper disposal prior to payment.

**3.12 GENERAL EXCAVATION AND STOCKPILING, Bid Item No. 11, 29**

- A. Measurement is per Cubic Yard (CY) of excavated material.
- B. Payment covers complete cost of salvage, excavation, stockpiling, handling, sorting, stabilizing or incidental redistribution onsite of existing clean unclassified materials. Includes hauling to a designated onsite stockpiling area and all incidental work or materials. Includes BMPs, care of water, handling of suitable materials for reuse including sorting and stockpiling and any other incidentals. CONTRACTOR is responsible for identifying and protecting in place existing utilities. Any cost associated with temporary outages or repairing utility, as determined by OWNER, shall be wholly the responsibility of the CONTRACTOR.

**3.13 BACKFILL OF ALLUVIUM, Bid Item No. 12**

- A. Measurement is per Cubic Yard (CY) of excavated material.
- B. Payment covers complete cost of backfill of native alluvium to the depth specified in the Project Drawings. Includes BMPs, care of water, handling of suitable materials for reuse including sorting and stockpiling and any other incidentals. CONTRACTOR is responsible for identifying and protecting in place existing utilities. Any cost associated with temporary outages or repairing utility, as determined by OWNER, shall be wholly the responsibility of the CONTRACTOR.

**3.14 HAUL OFF AND DISPOSAL OF ALLUVIAL MATERIAL, Bid Item No. 13, 30**

- A. Measurement is per Cubic Yard (CY) of excavated material.
- B. Payment covers complete cost of haul off and disposal of alluvial materials offsite. Work

includes but is not limited to: BMPs, excavation, debris removal, sorting material; stockpiling material; dewatering material onsite; supplying equipment; loading; hauling; handling; disposal fees; and any and all incidentals. CONTRACTOR shall provide receipt of documentation of proper disposal prior to payment.

### **3.15 FURNISH AND INSTALL RIPRAP, Bid Item No. 14**

- A. Measurement is per Cubic Yard (CY) of excavated material.
- B. Payment covers complete cost of furnishing and installation of riprap as shown in the Project Drawings and described in the technical specifications. Cost includes all labor, equipment, and materials required to complete the work. Work includes sorting material to specified gradation and installation of sorted material where identified. Work includes stockpiling, handling, work area isolation (as required), installation, and compaction. Excess, poor quality or rejected riprap material delivered to the site will be removed at the CONTRACTOR's expense.

### **3.16 FURNISH BOULDER, Bid Item No. 15, 31**

- A. Measurement is per Ton (TON) of furnished boulders per certified scale tickets.
- B. Payment covers complete cost of furnishing boulder as shown in the Project Drawings and described in the technical specifications. Boulder structures pertaining to this item includes boulder toe bank treatment, boulder vanes, and boulder terraces. Work includes all equipment, materials and labor required to purchase boulder, deliver boulder, stockpile boulder, sort boulder and dispose of excess boulder. Payment for this line item will only cover boulder installed at the site per the Project Drawings and the ENGINEER'S direction. Excess, poor quality or rejected boulder delivered to the site will be at the CONTRACTOR's expense. Furnishing and aggregate bedding/backing as shown in plans is considered incidental to the work.

### **3.17 HARVEST EXISTING ONSITE BOULDERS, Bid Item No. 16**

- A. Measurement is per Ton (TON) of harvested boulders.
- B. Payment covers complete cost of harvesting and stockpile existing onsite boulder as shown in the Project Drawings and described in the technical specifications. This boulder will be reused for the project's proposed boulder structures. Boulder structures pertaining to this item includes boulder toe bank treatment, boulder vanes, and boulder terraces. Work includes all equipment, materials, labor, and incidentals required to retrieve and stockpile boulder from the site, including care of water and erosion and sediment control.. Payment for this line item will only cover boulder installed at the site per the Project Drawings and the ENGINEER'S direction. Excess, poor quality or rejected boulder delivered to the site will be at the CONTRACTOR's expense.

### **3.18 INSTALL BOULDER, Bid Item No. 17, 32**

- A. Measurement is per Ton (TON) installed boulders per certified scale tickets.
- B. Payment covers complete cost of placement of existing or imported boulder in structures with furnished or stockpiled boulder as shown in the Project Drawings and described in

the technical specifications. Boulder structures pertaining to this item includes buried boulder toe bank treatment, rock barbs, and boulder terraces. Work includes all equipment, materials and labor required to sort boulder, and place and adjust boulder. Payment for this line item will only cover boulder installed at the site per the Project Drawings and the ENGINEER'S direction. Excess, poor quality or rejected boulder delivered to the site will be at the CONTRACTOR's expense. Furnishing and aggregate bedding/backing as shown in plans is considered incidental to the work.

### **3.19 EROSION CONTROL BLANKET, Bid Item No. 18, 46**

- A. Measurement is per square yard (SY) of installed erosion control blanket surface (including landscaping stakes). Embedded lengths of erosion control fabrics, vertical faces, and overlapped fabric shall not be measured for payment.
- B. Payment covers the complete cost of installing erosion control blankets. Work includes providing all necessary good quality materials; labor; excavation; installation; and any and all incidentals such as key downs at edges and stakes; differing fabrics and installations for appropriate application.

### **3.20 NON-WOVEN FILTER FABRIC, Bid Item No. 19, 39**

- A. Measurement is per square yard (SY) of installed non-woven filter fabric installed between undisturbed subgrade and untreated base course and boulders. Embedded lengths of fabrics, vertical faces, and overlapped fabric shall not be measured for payment.
- B. Payment covers the complete cost of installing non-woven filter fabric as shown in the Project Drawings and described in the technical specifications. Work includes providing all necessary good quality materials; furnishing and installing gravel bedding; labor; fasteners; excavation; installation per manufacturers recommendations; and any and all incidentals such as overlap and tucking into ground; storing and protecting fabric from tears; or damage replacement throughout construction.

### **3.21 FURNISH AND INSTALL TOPSOIL, Bid Item No. 20, 40**

- A. Measurement is per Cubic Yard (CY) of furnished and installed topsoil.
- B. Payment covers complete cost of furnishing, stockpiling, and installing topsoil to extents and depths shown in Project Drawings and described in the technical specifications. Work includes but is not limited to: BMPs; erosion and sediment control; excavation; loading, hauling, handling and stockpiling material; placement of all materials; and any and all incidentals. Includes all equipment, labor, materials and incidentals needed to complete the work.

### **3.22 PLANTING ZONE A SEED MIX, Bid Item No. 21, 42**

- A. Measurement is per Acre (ACRE) of seeded area as measured in place.
- B. Payment covers the complete cost of furnishing and installing Planting Zone A Seed Mix as shown in the Project Drawings and described in the technical specifications. Work includes: BMPs; loading, hauling, handling and stockpiling material; supplying

equipment; seeding (drilling or raking); special guarantees; any and all incidentals such as initial watering. Includes all equipment, labor, materials and incidentals needed to complete the work.

### **3.23 PLANTING ZONE B SEED MIX, Bid Item No. 22**

- A. Measurement is per Acre (ACRE) of seeded area as measured in place.
- B. Payment covers the complete cost of furnishing and installing Planting Zone B Seed Mix as shown in the Project Drawings and described in the technical specifications. Work includes: BMPs; loading, hauling, handling and stockpiling material; supplying equipment; seeding (drilling or raking); special guarantees; any and all incidentals such as initial watering. Includes all equipment, labor, materials and incidentals needed to complete the work.

### **3.24 HYDROMULCH, Bid Item No. 23, 43**

- A. Measurement is per Acre (ACRE) of seeded area as measured in place.
- B. Payment covers the complete cost of furnishing and installing hydromulch with the Type 1 Riparian Seed Mix as shown in the Project Drawings and described in the technical specifications. Work includes: BMPs; loading, hauling, handling and stockpiling material; supplying equipment; spreading, raking, tackifier, and fertilizer; special guarantees; any and all incidentals such as initial watering. Includes all equipment, labor, materials, and incidentals needed to complete the work.

### **3.25 CONTAINERIZED 3-GALLON WILLOW, Bid Item No. 24, 45**

- A. Measurement is per Each (EA) containerized 3-gallon willow installed.
- B. Payment covers the complete cost of furnishing and installing containerized 3-gallon willow as shown on the plans. Work includes: BMPs; harvesting, loading, hauling, handling and stockpiling material; supplying equipment; over-excavation; backfill; planting; fertilizing; final grading; mulching; special guarantees; any and all incidentals such as providing water for establishment. Includes all equipment, labor, materials and incidentals needed to complete the work.

### **3.26 CONTAINERIZED 3-GALLON DOGWOOD, Bid Item No. 25**

- A. Measurement is per Each (EA) containerized 3-gallon dogwood installed.
- B. Payment covers the complete cost of furnishing and installing containerized 3-gallon willow as shown on the plans. Work includes: BMPs; harvesting, loading, hauling, handling and stockpiling material; supplying equipment; over-excavation; backfill; planting; fertilizing; final grading; mulching; special guarantees; any and all incidentals such as providing water for establishment. Includes all equipment, labor, materials and incidentals needed to complete the work.

### **3.27 LIVE WILLOW FASCINE, Bid Item No. 26**

- A. Measurement is per Linear Foot (LF) of live willow fascine installed.

B. Payment covers the complete cost of furnishing and installing live willow fascines as shown on the plans. Work includes: BMPs; harvesting, loading, hauling, handling and stockpiling material; supplying equipment; over-excavation; backfill; planting; staking, fertilizing; final grading; mulching; special guarantees; any and all incidentals such as providing water for establishment. Includes all equipment, labor, materials and incidentals needed to complete the work.

### **3.28 LIVE DORMANT WILLOW STAKING, Bid Item No. 27, 44**

A. Measurement is per Each (EA) live dormant willow stake installed.  
B. Payment covers the complete cost of furnishing and installing live dormant willow staking as shown on the plans. Work includes: BMPs; harvesting, loading, hauling, handling and stockpiling material; supplying equipment; over-excavation; backfill; planting; staking, fertilizing; final grading; mulching; special guarantees; any and all incidentals such as providing water for establishment. Includes all equipment, labor, materials and incidentals needed to complete the work.

### **3.29 LIVE DORMANT DOGWOOD STAKING, Bid Item No. 28**

A. Measurement is per Each (EA) live dormant willow stake installed.  
B. Payment covers the complete cost of furnishing and installing live dormant willow staking as shown on the plans. Work includes: BMPs; harvesting, loading, hauling, handling and stockpiling material; supplying equipment; over-excavation; backfill; planting; staking, fertilizing; final grading; mulching; special guarantees; any and all incidentals such as providing water for establishment. Includes all equipment, labor, materials and incidentals needed to complete the work.

### **3.30 FURNISH AND INSTALL SLABSTONE STEPS, Bid Item No. 33**

A. Measurement is per Ton (TON) of slabstone per certified scale ticket.  
B. Payment covers complete cost of furnishing and installing slabstone steps as shown in the Project Drawings and described in the technical specifications. Work includes all equipment, materials and labor required to purchase slabstone, deliver slabstone, stockpile slabstone, and installing slabstone steps. Payment for this line item will only cover slabstone installed at the site per the Project Drawings and the ENGINEER'S direction. Excess, poor quality or rejected slabstone delivered to the site will be at the CONTRACTOR's expense. Overlap of steps is considered incidental to the work. Furnishing and aggregate bedding/backing as shown in plans is considered incidental to the work.

### **3.31 FURNISH AND INSTALL FLAGSTONE PATH, Bid Item No. 34**

A. Measurement is per Ton (TON) of flagstone per certified scale ticket.  
B. Payment covers complete cost of furnishing and installing flagstone path as shown in the Project Drawings and described in the technical specifications. Work includes all equipment, materials and labor required to purchase flagstone, deliver flagstone, stockpile

flagstone, and installing flagstone path. Payment for this line item will only cover flagstone path installed at the site per the Project Drawings and the ENGINEER'S direction. Excess, poor quality or rejected flagstone delivered to the site will be at the CONTRACTOR's expense. Furnishing and aggregate bedding/backing and compaction as shown in plans is considered incidental to the work.

### **3.32 COMPACTED STRUCTURAL BACKFILL, Bid Item No. 35**

- A. Measurement per Cubic Yard (CY) of compacted structural backfill.
- B. Payment covers complete cost of furnishing, delivering, placing, and compacting structural backfill as shown on the Project Drawings and described in the technical specifications. Work includes but is not limited to all equipment, materials, labor and incidentals associated with: BMPs; care of water, vegetation clearing; loading, hauling, handling and stockpiling material; placement of material. Cost includes all labor, equipment and materials required to complete the work.

### **3.33 FURNISH AND INSTALL ALLUVIUM/COBBLE, Bid Item No. 36, 37, 38**

- A. Measurement per Cubic Yard (CY) of alluvium/cobble installed.
- B. Payment covers complete cost of furnishing, delivering, excavating, and placing alluvial cobble as shown on the Project Drawings and described in the technical specifications. Work includes but is not limited to all equipment, materials, labor and incidentals associated with: BMPs; care of water, vegetation clearing; loading, hauling, handling and stockpiling material; placement of material. Cost includes all labor, equipment and materials required to complete the work.

### **3.34 DRAINAGE MAT, Bid Item No. 41**

- A. Measurement is per square yard (SY) of installed drainage mat. Embedded lengths of erosion control fabrics, vertical faces, and overlapped matting shall not be measured for payment. Non-woven geotextile wrap on both sides of the drainage mat are included as incidental to this bid item.
- B. Payment covers the complete cost of installing drainage mat to the extents shown in the plans. Work includes providing all necessary good quality materials; labor; excavation; installation; and any and all incidentals such as key downs at edges and stakes; differing fabrics and installations for appropriate application. Non-woven geotextile wrap on both sides of the drainage map are included as incidental to this bid item.

### **3.35 WOOD SLAT FENCE, Bid Item No. 47**

- A. Measurement is per Linear Foot (LF) of wood slat fence installed.
- B. Payment covers the complete cost of furnishing and installing the wood slat fence as shown on the plans. Work includes: BMPs; loading, hauling, handling and stockpiling material; supplying equipment; special guarantees; any and all incidentals such as concrete and hardware. Includes all equipment, labor, materials and incidentals needed to complete the work.

**3.36 HIGH FLOW CHANNEL: EXCAVATION, HAUL OFF AND DISPOSAL OF ALLUVIAL MATERIAL, Bid No. 48**

- A. Measurement is per Cubic Yard (CY) of excavated material.
- B. Payment covers complete cost of excavation, haul off and disposal of alluvial materials offsite. Work includes but is not limited to: BMPs, excavation, debris removal, sorting material; stockpiling material; dewatering material onsite; supplying equipment; loading; hauling; handling; disposal fees; and any and all incidentals. CONTRACTOR shall provide receipt of documentation of proper disposal prior to payment.

**3.37 FURNISH AND INSTALL COARSE ALLUVIUM, Bid No. 49**

- A. Measurement per Cubic Yard (CY) of coarse alluvium.
- B. Payment covers complete cost of furnishing, delivering, excavating, and placing alluvial cobble as shown on the Project Drawings and described in the technical specifications. Work includes but is not limited to all equipment, materials, labor and incidentals associated with: BMPs; care of water, vegetation clearing; loading, hauling, handling and stockpiling material; placement of material. Cost includes all labor, equipment and materials required to complete the work.

**3.38 UNION PACIFIC RAILROAD PERMIT / COORDINATION, Bid Item No. 50**

- A. Measurement is per Lump Sum (LS).
- B. Payment includes but is not limited to: \$1,000 Union Pacific permit fee.

END OF DOCUMENT

**DOCUMENT 00 41 50**  
**CONTRACT TIME**

**PART 1                    GENERAL**

**1.1    DOCUMENT INCLUDES**

- A. Contractor's proposal for Contract Time.

**1.2    CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as Serge Simmons River Restoration Project.

**1.3    DEFINITIONS**

- A. Suspended Contract Time: The Contract Time commences to run upon the day given in the Notice to Proceed. Suspended Contract Time means there is a period within the Contract Time where time is not counted. For purposes of this Construction Contract, the time period not counted may not be broken up into separate periods but shall be considered as only a one time period to be used to allow for work suspension due to just cause.

**1.4    CONTRACT TIME**

- A. Engineer has estimated 60 calendar days are required to substantially complete the work. The total number of days established by the Bidder to substantially complete the work is \_\_\_\_\_ calendar days.
- B. If Bidder anticipates occurrence of Suspended Contract Time the number of calendar days of Suspended Contract Time anticipated is \_\_\_\_\_ calendar days providing the Notice to Proceed date is given by the Engineer after.

**PART 2                    EXECUTION**

**2.1    EFFECTIVE DATE**

- A. Bidder executes this estimate of Contract Time and declares it to be a supplement to the Bid Schedule (Document 00 41 00) and in effect as of \_\_\_\_\_, 20\_\_\_\_.

**2.2    BIDDER'S SUBSCRIPTION**

- A. Bidder's signature: \_\_\_\_\_
- B. Please print Bidder's name here: \_\_\_\_\_
- C. Title: \_\_\_\_\_

END OF DOCUMENT

# **DOCUMENT 00 45 20**

## **BIDDER STATUS REPORT**

### **PART 1 GENERAL**

#### **1.1 BIDDER**

A. Name: \_\_\_\_\_

B. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Telephone Number: \_\_\_\_\_

#### **1.2 CONSTRUCTION CONTRACT**

A. The Construction Contract is known as Serge Simmons River Restoration Project.

### **PART 2 REPORT**

#### **2.1 BIDDER STATUS REPORT**

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

1. Number of employees: \_\_\_\_\_
2. Bidder's firm is: (check the following as applicable)  
 Independently owned and operated.  
 An affiliate of\*  
 A subsidiary of\*  
 A division of\*  
 A business with gross revenue in excess of \$ \_\_\_\_\_  
 A business with gross revenue below \_\_\_\_\_ \$ \_\_\_\_\_

\* PARENT COMPANY:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Facsimile Number: \_\_\_\_\_

## **PART 3 EXECUTION**

### **3.1 EFFECTIVE DATE**

A. Bidder executes this status report and declares it to be a supplement to the Bid (Document 00 40 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: \_\_\_\_\_

END OF DOCUMENT

# **DOCUMENT 00 45 30**

## **SUBCONTRACTOR AND SUPPLIER REPORT**

### **PART 1                    GENERAL**

#### **1.1    BIDDER**

- A. Name: \_\_\_\_\_
- B. Address: \_\_\_\_\_
- C. Telephone Number: \_\_\_\_\_

#### **1.2    CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as Serge Simmons River Restoration Project.

### **PART 2                    REPORT**

#### **2.1    SUBCONTRACTOR AND SUPPLIER REPORT**

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

**Table 1 - BASE BID**

<b>SUBCONTRACTORS</b>		
<b>Name and Address</b>	<b>Nature and Extent of Work to be Sublet</b>	<b>Amount</b>
1.		
2.		
3.		

**SUPPLIERS**

<b>Name and Address</b>	<b>Nature and Extent of Work to be Sublet</b>	<b>Amount</b>
1.		
2.		
3.		
4.		

## **PART 3 EXECUTION**

### **3.1 EFFECTIVE DATE**

A. Bidder executes this Subcontractor and Supplier report and declares it to be a supplement to the Bid (Document 00 40 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: \_\_\_\_\_

END OF DOCUMENT

# **DOCUMENT 00 50 00**

## **AGREEMENT**

### **PART 1 GENERAL**

#### **1.1 CONTRACTOR**

- A. Name: \_\_\_\_\_
- B. Address: \_\_\_\_\_
- C. Telephone number: \_\_\_\_\_
- D. Facsimile number: \_\_\_\_\_
- E. E-Mail address: \_\_\_\_\_

#### **1.2 OWNER**

- A. Ogden City Corporation, a municipal corporation of the State of Utah, 2549 Washington Boulevard, Utah 84401.
- B. Taylor Nielsen is the Owner's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the OWNER in the Contract Documents.
- C. Phil Suiter is the resident project representative furnished by the OWNER.

#### **1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as Serge Simmons River Restoration Project.

#### **1.4 ENGINEER**

- A. Quinn Donnelly is the ENGINEER for the Serge Simmons River Restoration Project. Taylor Nielsen and Phil Suiter are the agents for this Construction Contract who have the rights authority and duties assigned to the ENGINEER in the Contract Documents.

#### **1.5 AGREEMENT PERFORMANCE**

- A. The Contractor shall perform everything required to be performed, shall provide and furnish all labor, tools and equipment, and shall furnish and deliver all materials not specifically stated as being furnished by the Owner, to complete all the work necessary to complete the Construction Contract in Ogden City, State of Utah in the best and most workmanlike manner, and in strict conformity with the provisions of this contract, the proposal and the plans and specifications. The plans and specifications and the proposal are hereby made a part of the agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement. It is agreed that the status of the Contractor under this agreement is that of Independent Contractor rather than that of an employee of the Owner. Accordingly, the Contractor, in performance of his/her obligations hereunder, is independent and free from control of the Owner in all that

pertains to the execution of the work and shall perform the work according to the Contractor's own methods without being subject to the rule, control or direction of the Owner or its representatives, save and except as to the results obtained. The finished work and the materials furnished must, however, conform strictly to this contract, the proposal, and the plans and specifications aforesaid, and are subject to the final approval of the Owner and its authorized representatives, who may exert such direction and control thereof as may be necessary to achieve that conformity. All provisions in the specifications with respect to the direction and control of the work shall be construed so as to make effective this provision.

B. As a condition of the contract, contractors are to register and participate in the status verification system, as defined in section 63-99a-103(1)(c) of the Utah Code or its successor provision, to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah.

Contractor is responsible for verifying the employment status of new employees who work under the contractor's supervision or direction. In addition, contractor must maintain and have available for review upon demand by city an affidavit from each contractor or subcontractor who works under or for the contractor certifying that such contractor or subcontractor has verified through the status verification system, as defined in section 63-99a-103(1)(c) of the Utah Code or its successor provision, the employment status of each new employee of the respective contractor or subcontractor that is employed in the State of Utah.

By entering into this contract, contractor verifies that 1) it has registered in the status verification system or that it will register in the status verification system within thirty (30) days of being notified that it has been awarded the contract, and 2) that it participates in the status verification system to verify the work eligibility status of new employees as required by law. If at any time during the period of this contract, contractor fails to remain registered in or to participate in the status verification system or to maintain on file any required affidavit, city may terminate the contract for cause or, in the alternative, city may suspend work under the contract until contractor shows compliance with the requirements of this section. City shall not be responsible for any costs, damages, expenses, losses or other claims resulting from contract termination or contract suspension resulting from contractor's failure to comply with the status verification system requirements or to have on file any required affidavit, nor shall contract time be extended by virtue of such failure to comply with the requirements of this section.

C. Furnishing of W-9. Payment under this Agreement is contingent upon Contractor furnishing City with a signed and completed W-9 IRS tax form. Such form shall be attached hereto and incorporated herein. Contractor shall cooperate with City in furnishing any additional information City may need to comply with rules and regulations of the Internal Revenue Service.

## **PART 2 TIME AND MONEY CONSIDERATIONS**

### **2.1 CONTRACT PRICE**

- A. The contract price includes the cost of the work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character. The Owner shall pay the Contractor, as full consideration for the performance of this contract, the contract bid price per item as shown in the proposal, for the quantities of work actually performed and accepted.
- B. The schedules of prices awarded from the Bid Schedule (Document 00 41 10) are as follows:
  1. Base Bid is: \$ \_\_\_\_\_
  2. Additive Alternate No. 1 is: \$ \_\_\_\_\_
  3. Total Contract Amount is: \$ \_\_\_\_\_
- C. An Agreement Supplement (Document 00 50 50) [ ] is, [ ] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the contract price awarded is: \_\_\_\_\_ dollars and \_\_\_\_\_ cents. (\$ \_\_\_\_\_).

### **2.2 CONTRACT TIME**

- A. Contract Time shall be:
  - a. \_\_\_\_\_ calendar days after the date of the Notice to Proceed; or
  - b. Terminate at mid-night of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.
- B. Any time specified in work sequences in the Summary of Work (Section 01 11 00) shall be a part of the Contract Time.

### **2.3 PUNCH LIST TIME**

- A. The work will be complete and ready for final payment within 30 calendar days after the date Contractor receives Engineer's Final Inspection Punch List unless exemptions of specific items are granted by Engineer in writing or an exception has been specified in the Contract Documents.
- B. Permitting the Contractor to continue and finish the work or any part of the work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the Owner of any of Owner's rights under this Agreement.

### **2.4 LIQUIDATED DAMAGES**

- A. Late Completion: Time is the essence of the Contract Documents. Contractor agrees that

Serge Simmons River Restoration Project

Owner will suffer damage or financial loss if the work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions (Document 00 72 00). Contractor and Owner agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, Contractor agrees to pay the following sums to the Owner as liquidated damages and not as a penalty.

1. Late Contract Time Completion: Seven Hundred Fifty Dollars and No cents (\$750.00) for each calendar 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 (Document 00 72 00).
2. Late Punch List Time Completion: 50% of the amount specified for late contract time completion for each calendar day or part thereof if the work remains incomplete after the Punch List time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the Contractor by certified mail.

B. Work Sequence Completion: Time is the essence of sequenced work. If a work sequence is specified, then for each day or part thereof that exceeds the specified time and until Engineer determines such work sequence is substantially complete, the Contractor agrees to pay the following sums to the Owner as liquidated damages and not as a penalty.

1. Work Sequence 1: \_\_\_\_\_ dollars and cents (\$ \_\_\_\_\_).
2. Work Sequence 2: \_\_\_\_\_ dollars and cents (\$ \_\_\_\_\_).
3. Work Sequence 3: \_\_\_\_\_ dollars and cents (\$ \_\_\_\_\_).

C. Survey Monuments: No land survey monument shall be disturbed or moved until Engineer has been properly notified and the Engineer's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that Contractor will pay as liquidated damages the sum of \$1,000.00 to cover such damage and expense.

D. Interruption of Public Services: No interruption of public services shall be caused by Contractor, its agents or employees, without the Engineer's prior written approval. Owner and Contractor agree that in the event Owner suffers damages from such interruption, the amount of liquidated damages stipulated above shall not be deemed to be a limitation upon Owner's right to recover the full amount of such damages. Because of the difficulty in determining the Owner's damages resulting from an unapproved interruption, the parties agree payment of the following liquidated damages to Owner on a per calendar day basis does not relieve Contractor from any liability for such a utility interruption to

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

1. Water: \$ 750.00
2. Sewer: \$ 750.00
3. Storm Drain: \$ 750.00
4. Street Lighting: \$ 750.00
5. Communications: \$ 750.00
6. Electrical: \$ 750.00
7. Other: \$ 750.00

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

## 2.5 RETAINAGE

A. Retainage is Owner's Option: Owner may, in its sole discretion, retain 5 percent of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Construction Contract by the Contractor. If, in Engineer's opinion, the work is proceeding in accordance with Contractor's approved progress schedule, and all progress schedule submittals are current and up to date, and all required payrolls, Shop Drawings, and miscellaneous submittals are current and up to date, the Owner may choose not to withhold retainage.

1. Amount to be Retained: If at any time after 50% of the work has been completed, and \$50,000 or more has been retained, Owner may make any of the remaining progress payments in full, if, in the Owner's sole discretion, the work is progressing satisfactorily. Owner may pay monthly to the Contractor while carrying on the Work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Construction Contract. No such estimate of payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the Contract Documents or when in Engineer's judgment the total value of the work done since the last estimate amounts to less than \$300. No such estimate or payment shall be construed to be an acceptance of any defective or improper work or materials.
2. Reducing the Retainage: As the work nears completion and solely at the Engineer's discretion, the Owner may reduce the retainage to an amount more in line with the Work actually remaining.

3. Retainage Held Until Final Payment: The Owner reserves the right to retain all amounts previously withheld or due the Contractor, including liquidated damages, until all Punch List items are complete. However, at Engineer's sole option, Engineer may authorize the release of up to all retained amounts except any liquidated damages and double Engineer's best estimate of the Contractor's cost to complete all remaining Punch List items.
- B. Interest: Except when Contractor is required to submit a Waiver of Interest Affidavit (Document 00 45 10), and except for money retained for items not provided or installed in accordance with the Contract Documents, any money retained by the Owner will be placed in an interest bearing account held by the Owner as of the date such money would have otherwise been payable. The interest accrued thereon will be due and payable to the Contractor within 30 days after the retained monies are paid.

## 2.6 PAYMENT PROCEDURES

- A. Progress Payments: Contractor shall submit applications for payment in accordance with Part 14 of the General Conditions (Document 00 72 00) and Section 01 29 00 (2017 Manual of Standard Specifications by the Utah Chapter of the American Public Works Association). Payment shall not become due or payable for any contract item not provided or installed by Contractor. If required by the Owner, any request or application by the Contractor for a partial payment shall be accompanied and supported by data establishing payment or satisfaction of all Contractor obligations for payroll, bills for materials and equipment, and other indebtedness, with such data establishment to be evidenced by receipts, releases and waivers of lien, arising out of the contract, to the extent and in such form as may be designated as acceptable and satisfactory by the Owner. The Owner may require such data, including but not limited to, and executed, completed lien waiver and release from all subcontractors, lower-tier subcontractors and suppliers. The submission of these items, if requested by the Owner with the Contractor's application or request for a partial payment shall constitute a condition precedent to the Contractor's right to any such partial payment, and any particular application or request for partial payment submitted without these items, if so requested by the Owner, shall be deemed incomplete.
  1. Withholding Payment: Owner reserves the right to withhold payment from Contractor for noncompliance with any provision of the Contract Documents.
  2. Price Adjustments: Owner will consider making partial payment to the Contractor for certain non-conforming work in advance of any negotiated settlement reached between the Contractor and the Owner, provided the Contractor requests in writing that this be done. Contractor agrees that any such payments made by the Owner are "payments in advance" and that any money which becomes due when the final settlement is negotiated will not constitute payments "withheld" or "retained" under State law.

B. Final Payment: After completion of all work and Punch List items, Owner shall pay the contract price due after deducting there from all previous payments, unit price quantity adjustments, penalties, liquidated damages, and other amounts to be retained. All prior progress payments shall be subject to correction in the final payment. The final payment shall not be due and payable until the expiration of 30 days from approval of the request for final payment of Contractor by the Owner's finance department. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Owner to the Contractor when the work has been completed, the contract fully performed, and a final certificate for payment has been issued by the Engineer. Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Owner through the Engineer and Purchasing Agent of the Owner, (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety to final payment, and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the contract, to the extent and in such form as may be designated by the Owner. If after substantial completion of the work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of change orders affecting final completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the contract documents, and if bonds have been furnished, the written consent of the Surety of the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing payments as heretofore set forth, except that it shall not constitute a waiver of claims. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from: (1) unsettled liens; (2) faulty or defective work; (3) failure of the work to comply with the requirements of the contract documents; or (4) terms of any special warranties required by the contract documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for payment. All provisions of this agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment.

1. Submittal: Final payment shall not be made until the Contractor has delivered and Engineer has accepted all submittals specified in Article 14.8 of the General Conditions (Document 00 72 00).
2. Owner Released From Claims: The payment and acceptance of the final Contract

Price due and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the Owner from any and all claims of Contractor on account of work performed under the Contract Documents or any modification thereof, except for those claims specifically agreed to as reserved and unresolved by the Owner.

## **2.7 EXTRA WORK**

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

# **PART 3 COVENANTS**

## **3.1 ASSIGNMENT NOT BINDING WITHOUT WRITTEN CONSENT**

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

## **3.2 BINDING TERMS**

- A. The Agreement, with all its forms, plans, specifications and stipulations, shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

## **3.3 INDEMNIFICATION**

- A. Provisions concerning indemnification are set forth in Article 6.17 of the General Conditions (Document 00 72 00) and as modified per Ogden City's 2020 Edition of the Engineering Standards and Amendments for Public Works Projects.

## **3.4 DISPUTE RESOLUTION**

### A. In General:

1. Unless a decision shall be held by an appropriate court of law to have been procured by fraud or to be arbitrary and capricious or so grossly erroneous as necessarily to imply bad faith, any factual decision made under this Article shall be final and binding in any suit or action arising under this Construction Contract, including any actions by Contractor or others against Owner or any of Owner's agents,

consultants, or employees.

2. Compliance with provisions of this Article shall be a condition precedent prior to any legal action by the Contractor or any of Contractor's Subcontractors and Suppliers against Owner or any of Owner's agents, consultants, or employees.
3. The provisions of this Article shall not preclude or limit judicial review of issues of law.
4. Ambiguities in or between Contract Documents shall be construed in favor of the Owner.

B. Disputes Not Related to the Guarantee of the Work: Any dispute arising under the Construction Contract concerning a question of fact, not related to the guarantee of the work (Article 13.1 of the General Conditions ([Document 00 72 00](#))), which is not disposed of by contract modification shall be decided pursuant to the following procedure.

1. Any decision by Engineer interpreting the requirements of the Contract Documents may be appealed in writing to the Engineer. The Engineer's decision shall be reduced to writing and a copy shall be mailed or otherwise furnished to the Contractor. The decision of Engineer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to Engineer a written appeal to the head of the Owner's department responsible for constructing the project.
2. Within 15 days from the receipt of any such appeal, the department head shall issue a decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the department head shall be final and conclusive unless, within 15 days from the date of receipt of such decision, the Contractor mails or otherwise furnishes to the department head a written appeal to the Standing Appeals and Dispute Committee.
3. The Standing Appeals and Dispute Committee shall consist of the Owner's Attorney, the Director of Public Services, and the City Engineer or their designees.
4. The department head issuing the decision appealed from shall present the department's case prior to deliberations of the Committee, otherwise the department head shall be disqualified and excluded from the Committee's decision process.
5. The decision of said Committee shall be rendered in writing within 15 days from receipt of the appeal and mailed or otherwise delivered to the Contractor.
6. The decision of said Committee shall be the final binding interpretation of the facts which are the subject of the appeal.

C. Disputes Related to the Guarantee: Except as otherwise provided by contract Modification, any dispute concerning a question of fact involving or arising out of the guarantee required by the Contract Documents (Article 13.1 of the General Conditions ([Document 00 72 00](#))), which is not disposed of by contract modification shall be decided

pursuant to the provisions of Paragraph 3.4B above, except that the initial factual decision shall be issued in writing by the Engineer, together with the department head. Any appeal therefrom shall be made within 15 days directly to the Standing Appeals and Dispute Committee where such disputes shall be governed by Paragraphs 3.4B.3 to 3.4B.6 above.

- D. Work During Appeal: Notwithstanding the pendency of any protest or appeal provided above, Contractor shall, if so ordered by Engineer, proceed with the work under the Contract Documents according to Engineer's direction and according to the decision on any appeal. The existence of a claim or protest shall not excuse Contractor from the requirements of the Contract Documents, including, but not limited to, the Contract Time.
- E. Appeals of Termination or Suspension: Any decision of Owner to terminate or suspend the work shall not be subject to the provisions of this Article.

### **3.5 ATTORNEY'S FEES**

- A. In the event that either party institutes any action or proceeding against the other relating to the breach of any term of this agreement, then the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of such action including reasonable attorney fees, incurred therein by the successful party.

## **PART 4 EXECUTION**

### **4.1 EFFECTIVE DATE**

A. Owner and Contractor executed this Agreement and declared it in effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**In Witness Whereof**, we have hereunto set our hands and seal at Ogden City, Utah, on the day and year first above written:

**OGDEN CITY CORPORATION, Owner**

By \_\_\_\_\_

**Mara Brown**

**Chief Administrative Officer**

**Attest:**

---

**Ogden City Recorder, Tracy Hansen**

**Contractor** \_\_\_\_\_

By \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Attest: If Corporation** \_\_\_\_\_

---

**Witness: if individual or partnership**

## DOCUMENT 00 61 00

### PERFORMANCE BOND

Know All Men By These Presents,

That \_\_\_\_\_  
as Contractor, and \_\_\_\_\_ as Surety,  
are held firmly bound unto Ogden City, a Utah Municipal Corporation, hereinafter referred to as  
the "Owner" in the sum of \_\_\_\_\_  
dollars, (\$ \_\_\_\_\_ ) for the payment of which sum, well and truly to be made, we  
bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and  
severally, firmly by these presents.

Whereas, said Contractor has been awarded and is about to enter into the annexed Agreement  
with the Owner to perform all work required under said Agreement entitled, Serge Simmons  
River Restoration Project.

Now, Therefore, if said Contractor shall perform all the requirements of said contract required to  
be performed on his part, at the times and in the manner specified therein, then this obligation  
shall be null and void, otherwise it shall remain in full force and effect.

Provided, that any alterations in the work to be done or the materials to be furnished, or changes  
in the time or completion, which may be made pursuant to the terms of said Contractor, shall not  
in any way release said Contractor or said Surety thereunder, nor shall any extensions of time  
granted under the provisions of said contract release either said Contractor or said Surety, and  
notice of such alterations or extensions of the contract is hereby waived by said Surety.

Signed and Sealed, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

---

(Contractor)

---

(Surety)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

*Note: 1. Signatures must be notarized - See attached page; 2. Attach current Power-of-Attorney*

## Acknowledgments

## Contractor Acknowledgment (Corporation)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution (or bylaws) of its Board of Directors; and said person acknowledged to me that said corporation executed the same.

My Commission Expires:

Notary Public, residing in

## Surety Acknowledgment (Corporation)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution (or bylaws) of its Board of Directors; and said person acknowledged to me that said corporation executed the same.

My Commission Expires:

Notary Public, residing in

Attorney-In-Fact  
Affidavit of Qualification

State Of \_\_\_\_\_ )

    )ss.

County Of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn on oath deposes and  
says that he is the Attorney-in-Fact of \_\_\_\_\_ and that he  
is duly authorized to execute and deliver the foregoing obligation; that said Company is  
authorized to execute the same, and has complied in all respects with the laws of Utah in  
reference to becoming sole surety upon bonds, undertakings and obligations.

---

\_\_\_\_\_  
Attorney-in-Fact

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

My Commission Expires:

---

Notary Public, residing in \_\_\_\_\_

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## DOCUMENT 00 62 00 PAYMENT BOND

Know All Men By These Presents,

That \_\_\_\_\_  
as Contractor, and \_\_\_\_\_ as Surety,  
are held firmly bound unto Ogden City, a Utah Municipal Corporation, hereinafter referred to as  
the "Owner" in the sum of \_\_\_\_\_  
dollars, (\$\_\_\_\_\_ ) for the payment of which sum, well and truly to be made,  
we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and  
severally, firmly by these presents.

Whereas, said Contractor has been awarded and is about to enter into the annexed Agreement  
with the Owner to perform all work required under those Contract Documents entitled: Serge  
Simmons River Restoration Project.

Now, Therefore, if said Contractor, or subcontractor, fails to pay for any materials, equipment, or  
other supplies, or for rental of same, used in connection with the performance of work contracted  
to be done, or for amounts due under applicable state law for any work or labor thereon, said  
Surety will pay for the same in an amount not exceeding the sum specified above, and in the  
event suit is brought upon this bond, reasonable attorneys fees. This Bond shall inure to the  
benefit of the Owner and any person, companies, or corporations entitled to file claims under  
applicable state law.

Provided, that any alterations in the work to be done or the materials to be furnished, or changes  
in the time or completion, which may be made pursuant to the terms of said Contractor, shall not  
in any way release said Contractor or said Surety thereunder, nor shall any extensions of time  
granted under the provisions of said contract release either said Contractor or said Surety, and  
notice of such alterations or extensions of the contract is hereby waived by said Surety.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Signature)

*Note: 1. Signatures must be notarized - See attached page; 2. Attach current Power-of-Attorney*

## Acknowledgments

### Contractor Acknowledgment

(Corporation)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution (or bylaws) of its Board of Directors; and said person acknowledged to me that said corporation executed the same.

## My Commission Expires

Notary Public, residing in

## Surety Acknowledgment

(Corporation)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution (or bylaws) of its Board of Directors; and said person acknowledged to me that said corporation executed the same.

My Commission Expires:

Notary Public, residing in

Attorney-In-Fact  
Affidavit of Qualification

State Of \_\_\_\_\_ )

    )ss.

County Of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn on oath deposes and says that he is the Attorney-in-Fact of \_\_\_\_\_ and that he is duly authorized to execute and deliver the foregoing obligation; that said Company is authorized to execute the same, and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

---

\_\_\_\_\_  
Attorney-in-Fact

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
Notary Public, residing in  
\_\_\_\_\_  
\_\_\_\_\_

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# DOCUMENT 00 65 00

## CERTIFICATE OF INSURANCE

### PART 1 GENERAL

#### 1.1 PROCEDURE

- A. For filing purposes, add Certificates of Insurance to the Contract Documents following this page. (Refer to Ogden City's 2020 Edition of the Engineering Standards and Amendments for Public Works Projects for requirements as reproduced below)

#### 1.2 PART 5 BONDS AND INSURANCE (From General Conditions Section 00 72 00)

- 5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS (Article 5.1 of the General Conditions is hereby repealed and the following is submitted therefore)

- A. Prior to OWNER executing the Agreement, CONTRACTOR shall file with the OWNER a good and sufficient performance Bond and a payment Bond, each in the sum of not less than 100 percent of the Contract Price.
- B. The Bonds shall be executed by the CONTRACTOR and secured by a company duly and regularly authorized to do a general surety business in the State of Utah and 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 Construction Contract by the CONTRACTOR and payment of labor and materials. They shall inure by their terms to the benefit of the OWNER. Neither this nor any other provision requiring a performance Bond shall be construed to create any rights in any third party Claimant as against the OWNER for performance of the Work under the Construction Contract.
- D. If the surety on any Bond furnished by CONTRACTOR is subject to any proceeding under the Bankruptcy Code (Title 11, United States Code) or becomes insolvent or its right to do business is terminated in the State of Utah or it ceases to meet the requirements of this Article, CONTRACTOR shall, within 15 days thereafter, substitute another Bond and surety, both of which must be acceptable to OWNER.

- 5.2 INSURANCE (Article 5.2 of the General Conditions is hereby repealed and the following is substituted therefore)

- A. **In General:** All policies of insurance provided shall be issued by insurance companies qualified to do business in the State of Utah and listed on the U.S. Treasury Department's current Department of Treasury Fiscal Services List 570, or having a general policy holder's rating of not less than "A-" in the most current available A. M. Best Co., Inc.'s, Best's Insurance Report.
  - a. Each insurance policy required by the Agreement, excepting policies for Workers' Compensation and Professional Liability, shall include an

endorsement providing that Ogden City, its elected and appointed officials, employees, agents and volunteers are to be named as additional insured as respect to operations and activities of, or on behalf of, the named insured as performed under Agreement with the City.

- b. Insurance is to be placed with insurers acceptable to and approved by the CITY. CONTRACTOR's insurer must be authorized to do business in Utah at the time the contract is executed and throughout the time period the contract is maintained, unless otherwise agreed to in writing by the CITY. Failure to maintain or renew coverage or to provide evidence of renewal will be treated by CITY as a material breach of contact.
- c. The CITY shall be furnished with original certificated of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the CITY before signing the Agreement.
- d. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its elected and appointed officials, employees, agents and volunteers; or CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- e. In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time limits required, CITY may, at its option:
  1. Obtain such insurance, deduct and retain the amount of premiums for such insurance from any sums due under the Agreement,
  2. Order CONTACTOR to stop work under this Agreement and/or withhold any payment(s) which become due to CONTACTOR until CONTRACTOR demonstrates compliance with requirements,
  3. Terminate this Agreement
  4. Or other reasonable remedy
- f. CONTRACTOR shall include all subcontractors and insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- g. Nothing contained herein shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's or its subcontractor's performance of the work covered under this Agreement.
- h. If requested, CONTRACTOR shall also furnish copies of the insurance policies secured for the Work. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time. CONTRACTOR shall procure and maintain for the duration of the contact, insurance against claims for injuries to persons or damages to property, which may arise from or

in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in CONTRACTOR's Bid. The amount of the insurance shall not be less than the following:

1. **Worker's Compensation Insurance:** In addition to other required insurance, the CONTRACTOR shall obtain and maintain during the life of the Construction Contract, worker's compensation insurance as required by Laws and Regulations for all of CONTRACTOR's employees employed at the site of the Work, and in case any Work is subcontracted, the CONTRACTOR shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees, unless such employees are covered by protection as required by Laws and Regulations. Worker's compensation limits as required by the Labor Code of the State of Utah and employers' liability limits are \$1,000,000 per accident.
2. **Business Automobile Liability:** \$1,000,000.00 combined single limit per accident for bodily injury and property damage for owned, non-owned and hired vehicles.
3. **Commercial General Liability Insurance:** CONTRACTOR shall secure and maintain during the life of the Construction Contract and at all times thereafter when CONTRACTOR may be correcting, removing or replacing Defective Work, a comprehensive commercial general liability insurance policy. The policy shall protect the CONTRACTOR, the OWNER, the ENGINEER, and any subcontractor performing work covered by the Construction Contract from claims for damages for personal injury, including accidental death, and from claims for property damage which may arise from CONTRACTOR's operations under this Construction Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Unless specified otherwise in the Supplementary Conditions, the minimum amounts of such insurance for combined single limit per occurrence shall be \$1,000,000.00 for bodily injury, personal injury and property damage and \$3,000,000 general aggregate.

- i. The policies are to contain, or be endorsed to contain, the following provisions:
  - a. The Contractor's insurance coverage shall be primary insurance and any insurance or self-insurance maintained by the City, its officers, official, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with insurance provided by this policy. Each policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
  - b. Policy to include coverage for premises and operations. Contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent

Contractor's liability (if applicable) written on an occurrence form.

- c. Any deductibles or self-insured retention must be declared to and approved by the City. Insurance is to be placed with insurers acceptable to and approved by the City. The City shall be furnished with certificates of insurance and with original endorsements affecting coverage required within, signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- d. The CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separated certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- e. **Automotive Public Liability Insurance:** Whenever CONTRACTOR or any subcontractor shall use and operate automobiles, trucks or other vehicles on public streets and highways in complying with the terms and conditions of the Construction Contract, CONTRACTOR or each subcontractor shall carry automobile public liability insurance with limits not less than \$1,000,000.00 for any one accident or loss.
- f. **Insurance Non-cancelable for 30 Days:** Each policy of insurance provided in the Contract Documents shall be absolutely non-cancelable for a period of not less than 30 days after notice and shall contain the following provisions or one substantially the same as the following:  
*"This policy shall not be subject to cancellation, change, or reduction of coverage by the other party or parties hereto, unless notice, as defined herein is sent to the OWNER, with a copy to the ENGINEER and the OWNER's attorney."*
- g. **Builder's Risk:** CONTRACTOR agrees to and assumes the risk of loss for any damage or loss to the Work and Project by any means or occurrence until Substantial Completion. If this contract includes construction of an above ground structure, CONTRACTOR further agrees to obtain builder's risk or course of construction insurance in the total amount of the Contract Price.
- h. **Ogden City Corporation Additional Insured:** Each policy of insurance provided in the Contract Documents shall also protect the government of O.C.C. during the life of the Construction Contract and at all times thereafter from public liability and property damage claims indicated in paragraph 5.2D, and automotive public liability damage claims indicated in paragraph 5.2E above.
- i. **Railroad liability coverage:** CONTRACTOR shall have a separate insurance policy that includes any railroad liability coverage as stated in Exhibit C in Section 01 31 14 RAILROAD COORDINATION.

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# DOCUMENT 00 72 00

## GENERAL CONDITIONS

### PART 1 GENERAL

#### 1.1 DEFINED TERMS

A. Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof. Any additions or changes to these General Conditions which appear in *italics* are taken from The current edition of Ogden City's Standards for Public Improvements. These italicized amendments or additions will supersede any terms, instructions or information printed in the 2017 Manual of Standard Specifications by the Utah Chapter of the American Public Works Association(2017).

B. .

1. Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Contract Documents. *The term Addendum shall include bulletins and all other types of written notices issued to potential Bidders prior to opening of Bids.*
2. Agreement: A written instrument which is part of the Contract Documents, and which when signed by the OWNER and CONTRACTOR, establishes the contract price, the Contract Time, the Punch List time, the identity of the ENGINEER and other matters pertaining to the construction contract.
3. Agreement Supplement: A written instrument executed by OWNER and Bidder in the time period between the opening of Bids and the signing of the Agreement which clarifies, corrects or changes the Contract Documents.
4. Application for Payment: The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation required by the Contract Documents.
5. Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. Bid: The offer of the Bidder submitted on the prescribed form setting forth the price for the work to be performed.
7. Bid Documents: The documents defined in the Bid, together with all Addenda and supplements issued prior to the effective date of the Agreement.
8. Bid Security: Bid bond or cashier's check in an amount equal to a minimum of 5 percent of the Bid price.
9. Bidder: Any person, firm, joint venture or corporation submitting a Bid directly to the OWNER, as distinct from a sub-bidder who submits a Bid to a Bidder.
10. Bonds: Bid, Performance and Payment Bonds, cashiers or certified bank check and other instruments of security.
11. Change Order: A written instrument prepared by the ENGINEER signed by CONTRACTOR and OWNER on or after the effective date of the construction contract, which authorizes an addition, deletion, or revision in the work, or an adjustment in the contract price, Contract Time or both.

12. **Claimant:** An individual or entity having a direct contract with the CONTRACTOR or with a subcontractor or supplier of the CONTRACTOR to furnish labor, materials, supplies or equipment for use in the performance of the work. The intent of this definition shall be to include without limitation in the terms “labor, materials, supplies or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the work, architectural and engineering services required for performance of the work of the CONTRACTOR and the CONTRACTOR’s subcontractors, and all other items for which a claim may be asserted where the labor, materials, supplies or equipment were furnished.
13. **Construction Contract:** The entire and integrated compact between the OWNER and CONTRACTOR, memorialized in the Contract Documents concerning the work to be performed which supersedes prior negotiations, representations of agreements, either written or oral.
14. **Contract Documents:** The Bid documents, Agreement, Agreement Supplement, General Conditions, supplementary conditions, Specifications, Standard Specifications, Drawings, Standard Plans together with all modifications issued pursuant to Article 3.3 herein after the effective date of the construction contract.
15. **Contract Price:** The total money payable by OWNER to the CONTRACTOR under the Contract Documents as stated in the Agreement and subject to the provisions of Paragraph 11.7A herein in the case of unit price work.
16. **Contract Time:** The number of consecutive calendar days or the date specified in the Agreement for substantial completion of the work.
17. **CONTRACTOR:** The person, firm or corporation named as such in the Agreement. *If the provisions are applicable to work performed by City personnel, under a permit or as a condition of development, the term shall also include the person, firm or corporation responsible for such work.*
18. **Cost of the Work:** The sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the work. See Article 11.4.
19. **Day:** Any 24-hour period measured from midnight to the next midnight.
20. **Defective:** An adjective which when modifying the word “work” refers to work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the contract documents, or has been damaged prior to ENGINEER’s final inspection (unless responsibility for the protection thereof has been assumed by OWNER at substantial completion in accordance with Paragraph 14.5A or 14.6B).
21. **Drawings:** The graphic and pictorial portions of the Contract Documents prepared or approved by ENGINEER, showing the design, location and dimensions of the work, and generally include the plan, elevations, sections, details, schedules and diagrams. Drawings are also known as plans.
22. **Effective Date of the Construction Contract:** The date indicated in the Agreement on which the construction contract becomes effective. If no such date is indicated, it means the date on which the construction contract is signed and delivered by the last of the two parties to sign and deliver.

23. ENGINEER: The person, firm or corporation designated in the Agreement as the OWNER's representative and agent for the construction contract, acting within the scope of the particular duties entrusted to such a person, firm or corporation. The person may be a licensed architect, licensed landscape architect, licensed ENGINEER, licensed land surveyor or other individual. *For Subdivisions and other projects issued under an engineering permit with Ogden City, which do not have an executed Agreement as noted above, the responsibilities of ENGINEER shall reside with Ogden City's Development ENGINEER.*

24. Final Inspection: An inspection of the work (or agreed-to-portion), conducted by ENGINEER, after work (or agreed-to-portion) is substantially complete.

25. General Requirements: Sections of Division 1 of the Standard Specifications and Specifications.

26. Hazardous Waste: The term hazardous waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

27. Inspection: The term "inspection" or its derivatives means a review of the project including, but not limited to, a visual review of the work completed to date. It does not include or imply an exhaustive or detailed review of the work, nor does it create a duty on the part of the ENGINEER or OWNER to detect latent defects.

28. Laws and Regulations; Laws or Regulations: Any federal, state, county, city or local jurisdiction's laws, rules, regulations, ordinances, codes and orders.

29. Lien: A charge, security interest or encumbrance upon materials or equipment.

30. Lump Sum Work: Work to be paid for on the basis of a stipulated price.

31. Major Unit Price Item of Work: Any item of unit price work which has total value greater than 5 percent of the initial contract price.

31.a. Measurement of Failure: *The act of performing quality assurance through measurement by the City ENGINEER in accordance with the Specifications for Work which meet the definition of Failure as in the Amendments and Clarifications to the APWA or Defective as defined in the Standard Specifications.*

32. Milestone: A principal event specified in the contract documents relating to an intermediate completion date or time prior to substantial completion of the work.

33. Modification: Any Addendum, Agreement Supplement, Change Order, or Work Directive Change.

34. Notice of Intent to Award: The written notice by OWNER to the apparent successful Bidder stating that on compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the construction contract.

35. Notice to Proceed: A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

36. OWNER: The public body or authority, corporation, association or firm with whom CONTRACTOR has entered into the Agreement and for whom the work is to be provided.

31.a. OWNER: *Ogden City, a Utah Municipal Corporation.*

37. Partial Utilization: Placing a portion of the work in service for the purpose for which it is intended (or a related purpose) before reaching substantial completion for all the work.

38. PCBs: Polychlorinated biphenyl.

39. Petroleum: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (to deg. Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous wastes and crude oils.

40. Plans: Drawings. *Graphic and pictorial productions from the ENGINEER or DEVELOPER, prepared or approved by the City, showing the design, location and dimensions of the Work, and generally include, the plan, elevations, sections, details, schedules and diagrams.*

41. Project: The total construction of which the work to be provided under the Contract Documents may be the whole, or a part.

42. Project Manual: The bound documentary package prepared for bidding and constructing the work.

31.a. Public Works Inspector: *The resident project representative furnished by the ENGINEER and assigned the duties of "inspection".*

43. Punch List: The list of unacceptable, incorrectly accomplished, damaged or unfinished work items compiled by ENGINEER at final inspection.

44. Punch List Time: The number of days specified in the Agreement for the completion of the final inspection Punch List work.

45. Radioactive Material: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

46. Regular Working Hours: Computation of regular working hours shall be based upon a 40-hour work week.

47. Resident Project Representative: The representative of ENGINEER assigned to the site or any part thereof.

47.a. Schedule of Values: *The CONTRACTOR's best estimate of costs associated with various portions of the work.*

48. Shop Drawings: All Drawings, diagrams, illustrations, schedule and other data prepared by or for CONTRACTOR to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by suppliers and submitted by CONTRACTOR to illustrate material or equipment for some portion of the work.

49. Specifications: Those portions of the Contract Documents consisting of written requirements for materials, equipment, construction systems, standards and workmanship as applied to the work and certain administrative details applicable thereto. Bidding requirements, contract forms, and conditions of the contract are **not** Specifications.

50. Standard Plans: The *Drawings (both graphical and text) contained in the latest edition of the Manual of Standard Plans published by the Utah Chapter of the American Public Works Association; also in the Amendments to the Manual of Standard Plans entitled "Standard Drawings" amended by Ogden City.*

51. **Standard Specifications:** The Specifications contained in this manual following these General Conditions.
52. **Subcontractor:** An individual, supplier, firm or corporation having a contract with CONTRACTOR or with any other subcontractor for the performance of a part of the work.
53. **Substantial Completion:** A point in time when, in the opinion of the ENGINEER as evidenced by ENGINEER's written notice, the work (or a specified part thereof) has progressed to where it is sufficiently complete, and only occasional construction personnel and equipment are required for correcting unfinished or defective work. The remaining work will not interfere with the work area's intended use or occupancy. The terms "substantially complete" and "substantially completed" as applied to any work refer to substantial completion thereof.
54. **Supplementary Conditions:** The part of the Contract Documents that amends or supplements these General Conditions.
55. **Supplier:** A manufacturer, fabricator, distributor, material producer or vendor who provides products to the CONTRACTOR or subcontractors.
56. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, access chambers, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or other communication, cable television, sewage and drainage removal, traffic or other control systems or water.
57. **Unit Price work:** Work to be paid for on the basis of unit prices.
58. **Work:** The construction and services required to be furnished under the Contract Documents which may be the whole or part of the project. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.
59. **Work Completion:** The work and all contractual obligations under the Contract Documents have been fulfilled and when final payment is due in accordance with Paragraph 14.9A.
60. **Work Directive Change:** A written directive to CONTRACTOR, issued on or after the effective date of the construction contract, prepared by the ENGINEER and signed by the OWNER, ordering an addition, deletion or revision in the work as provided in Article 10.1, or responding to differing or unforeseen physical conditions under which the work is to be performed as provided in Article 4.2 or 4.3 or to emergencies under Article 6.13. A work directive change requires agreement by the OWNER and the ENGINEER and may or may not be agreed to by the CONTRACTOR.

## **1.2 TERMS**

- A. *Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory, or words of like meaning, refer to actions, expressions, and prerogatives of the ENGINEER.*

## **1.3 APPLICABILITY**

- A. **Document 00 72 00, "General Conditions" and Division 1, "General Requirements"**

*shall apply to all public works projects performed under contract with the city and also projects done under permit with Ogden City Engineering for work done on City property or within the City right-of-way, except as otherwise required by City Ordinance or recommended by the City Attorney. Except for definitions and terms applicable to other provisions of the manual, its provisions shall have no application to other work not performed under contract or permit with the city as indicated above.*

## **PART 2 PRELIMINARY MATTERS**

### **2.1 DELIVERY OF BONDS AND INSURANCE**

- A. When CONTRACTOR delivers the executed Agreement to OWNER, CONTRACTOR shall also deliver required bonds and insurance certificates.

### **2.2 COPIES OF DOCUMENTS**

- A. OWNER shall furnish to CONTRACTOR a digital copy of the Contract Documents unless hard copies are provided for in the Specifications. Additional copies will be available in electronic form for distribution from the OWNER at the request of CONTRACTOR.
- B. *OWNER shall not furnish to CONTRACTOR published Contract Documents which include the current editions of the Manual of Standard Plans the Manual of Standard Specifications and the Ogden City Standards. Such documents shall be purchased separately by the CONTRACTOR.*
- C. *Copies of all Contract Documents including the current edition of the Manual of Standard Plans, the Manual of Standard Specifications, and the Ogden City Standards shall be provided on site by the CONTRACTOR.*

### **2.3 COMMENCEMENT OF CONTRACT TIME – NOTICE TO PROCEED**

- A. Contract Time: Time is the essence of the contract. Unless indicated otherwise in the Bid documents, Addendum, or in a Change Order, in no event will the Contract Time commence later than the 74<sup>th</sup> day after the day of bid opening or the 30<sup>th</sup> day after the effective date of the construction contract, whichever date is earlier.
- B. Notice to Proceed: A Notice to Proceed may be given at any time, even within 30 days after the effective date of the construction contract.

### **2.4 STARTING THE WORK**

- A. CONTRACTOR shall start to perform work on the date when the time for the Contract Time commences. No work shall be done at the site prior to that date.

### **2.5 BEFORE STARTING CONSTRUCTION**

- A. In General: Before starting each part of the work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy that CONTRACTOR may discover and shall obtain a written interpretation or clarifications from ENGINEER before proceeding with any work affected thereby.

B. Submittals: Within 10 days after the effective date of the construction contract, CONTRACTOR shall submit to ENGINEER, in reasonable detail and form acceptable to ENGINEER, copies of the following documents.

1. Preliminary Progress Schedule: The preliminary progress schedule shall show starting and completion dates for each construction sequence and:
  - a. submittal dates and dates required for approved submittals for shop Drawings, product data and samples;
  - b. decision dates for products specified by allowances, selection of finishes and critical material or equipment release orders;
  - c. product procurement and delivery dates;
  - d. holiday cleanup preparations; and
  - e. specific dates for all special Inspections required prior to any utilities “turn-on” including temporary power.
2. Preliminary Shop Drawing Schedule: A supplemental schedule to the preliminary progress schedule shall show all shop drawing submissions required for the work.
3. Preliminary Schedule of Values: the preliminary schedule of values (for lump sum work), which includes provisions set forth in quantities and prices of items aggregating the contract price, shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work. Bond expense shall not be prorated, but shall be shown as a separate item.
4. Mobilization Program: The site mobilization program shall allow for field office and trailer locations, material storage locations, power requirements for trailers, if any, and sanitary facilities.
5. Permits: The listing of, and photocopies of permits that the CONTRACTOR is required to purchase and maintain in accordance with Article 6.7.
6. Quality Control Program: The written program for the control of product quality and workmanship.
7. Safety and Protection Plan: The safety and protection plan shall comply with Article 6.12.

C. Field Office: *The CONTRACTOR shall establish and maintain a field office in such a location that ENGINEER may always contact the CONTRACTOR for transmittal of plans, instructions and dissemination of project information. CONTRACTOR shall provide and maintain a telephone, computer with e-mail capabilities and facsimile machine in the field office during performance of the work.*

## 2.6 PRECONSTRUCTION CONFERENCE

A. Within 20 days after the Contract Time starts to run, but before starting any work, CONTRACTOR shall attend a conference with ENGINEER and others:

1. to discuss the schedules referred to in Paragraph 2.5B;
2. to discuss procedures for handling shop Drawings and other submittals;
3. to discuss procedures for processing applications for payment;
4. to establish a working understanding among the parties as to the work;
5. to review or discuss other items deemed necessary by ENGINEER or CONTRACTOR; and

6. to designate the name of the individual who shall be CONTRACTOR's resident superintendent at all times while work is in progress. When the CONTRACTOR is comprised of two or more persons, firms, partnerships or corporations functioning on a joint-venture basis, before starting the work, CONTRACTOR shall designate in writing the name of a representative who shall have the authority to represent and act for the joint venture persons, firms, partnerships or corporations at all times while work is in progress.

## **2.7 FINALIZING SCHEDULES**

- A. At least 10 days before submission of the application for payment, CONTRACTOR shall attend a conference with ENGINEER and others as appropriate to finalize the schedules submitted in accordance with Paragraph 2.5B.
  1. Progress Schedule: The finalized progress schedule must be acceptable to ENGINEER as providing an orderly progression of the work to completion within the Contract Time. The critical path must be fully defined. Acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the work, nor release or relieve the CONTRACTOR from full responsibility therefore.
  2. Schedule of Shop Drawings: The finalized schedule of shop Drawings submissions must be acceptable to ENGINEER as providing a workable arrangement for processing the submissions.
  3. Schedule of Values: The finalized schedule of values shall conform to the requirements of Articles 11.4 and 11.5 and must be acceptable to ENGINEER in form and substance.

## **2.8 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

- A. Except as otherwise provided in the Contract Documents, or when direct communications have been specially authorized, the OWNER and CONTRACTOR shall communicate through the ENGINEER.
- B. Communication by and with ENGINEER's consultants shall be through the ENGINEER.
- C. Communications by and with subcontractors and suppliers shall be through the CONTRACTOR.
- D. Communications by and with separate CONTRACTORs shall be through the ENGINEER.

# **PART 3 CONTRACT DOCUMENTS, INTENT, AMENDING, REUSE**

## **3.1 INTENT**

- A. In General: It is the intent of the contract documents to describe a functionally complete project to be constructed in accordance with the contract documents.
- B. Contract Documents are Complementary: The Contract Documents are complementary *and cooperative and are intended to describe and provide for a complete project*; what is required by one document or provisions thereof is binding as if required by all the documents or provisions thereof. *Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, shall be as though shown or mentioned in both.*

- C. Incidental Work: Any work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be supplied by CONTRACTOR at no additional cost to the OWNER whether or not specifically referenced.
- D. Technical or Trade Words: When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning.

### 3.2 RESOLVING DISCREPANCIES

- A. References: Reference to manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest manual, code or laws or regulations in effect at the time of opening of Bids (or on the effective date of the construction contract if there were no Bids), except as may be otherwise specifically stated.
- B. Duties of CONTRACTOR or ENGINEER Not Changed: No provision of any referenced manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CONTRACTOR or ENGINEER from those set forth in the contract documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.9C or 9.9D.
- C. Conflict, Error, Discrepancy, Omission in Contract Documents: If, during the performance of the work, or omission in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once. Before proceeding with work affected thereby CONTRACTOR shall obtain a written interpretation or clarification from ENGINEER as provided in Article 9.4.
  - 1. Dimensions on Drawings: In the event of any discrepancy between the measured dimensions on any drawing and the written dimensions shown thereon, the written dimensions shall be taken as correct.
  - 2. Detail Drawings: Detail Drawings, regardless of trade or item of work, shall prevail over general Drawings.
  - 3. Work Shown on the Drawings: Any part of the work which is not mentioned in the Bid documents or specifications, but which is shown on the Drawings, shall be furnished and installed by CONTRACTOR as if fully described in the Bid documents or specifications and at no additional cost to the OWNER.
  - 4. Irreconcilable Conflict: Only in case of irreconcilable conflict between provisions within the Contract Document or between Contract Documents, the intent of the Contract Documents shall be interpreted in accordance within the following priorities.
    - a. A particular modification shall govern over all Contract Documents or modifications issued prior to said particular modification.
    - b. These General Conditions shall govern over all Contract Documents except the Agreement, Agreement Supplement, supplementary conditions, Addenda and modifications.

- c. The Specifications shall govern over Drawings, Standard Specifications, and Standard Plans.
- d. The Drawings shall govern over the Standard Specifications and Standard Plans.
- 5. **Notification Still Required:** The priority provisions of Paragraph 3.2C4 above shall not relieve CONTRACTOR of notifying OWNER of such an irreconcilable conflict.
- D. **Capitalization:** Terms capitalized in these General Conditions include those which are *(1) titles of OWNER, CONTRACTOR and ENGINEER, (2) the title of numbered Articles, and (3) the title of referenced documents*. Capitalization is for emphasis only and shall not affect the meaning, content or effect of the Contract Document. If any terms are capitalized which do not fit within these categories, the capitalization shall be ignored.
- E. **Headings:** Any headings preceding the text of paragraphs in a Contract Document are inserted solely for convenience of reference and shall not affect its meaning, content or effect or be referred to in any interpretation thereof.

### **3.3 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS**

- A. The Contract Documents may be amended on or after the effective date of the construction contract to provide for additions, deletions and revisions in the work or to modify the terms and conditions thereof in one or more of the following ways:
  - 1. a Work Directive Change (Paragraph 10.1B; or
  - 2. a Change Order (Paragraph 10.1C).
- B. As indicated in Articles 11.2 and 1.21, contract price and Contract Time may only be changed by a Change Order.
- C. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, in one or more of the following ways:
  - 1. ENGINEER's review of a shop drawing or sample (pursuant to Paragraphs 6.14F and 6.14G); or
  - 2. ENGINEER's written interpretation or clarifications (pursuant to Article 9.4).

### **3.4 REUSE OF DOCUMENTS**

- A. Neither CONTRACTOR nor any subcontractor or supplier or other person or organization performing or furnishing any of the work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, specifications or other documents (or copies of any thereof) prepared by or for ENGINEER; and they shall not reuse any of them on extensions of the project or any other project without written consent of OWNER.

### **3.5 INTERPRETATION AND VENUE**

- A. The Contract Documents will be construed in accordance with the laws of the State of Utah. Any court action arising from the construction contract shall be brought in an appropriate federal or state court with appropriate jurisdiction in which the OWNER resides.

## **PART 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS**

### **4.1 AVAILABILITY OF LANDS**

A. OWNER shall furnish the lands upon which the work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR in the Contract Documents. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER unless otherwise provided in the Contract Documents. In the event of OWNER's delay in furnishing these lands, rights-of-way or easements, if CONTRACTOR believes that any delay entitles CONTRACTOR to an increase in the contract price or an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Parts 11 and 12 hereof. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **4.2 PHYSICAL CONDITIONS – GENERAL**

A. Explorations and Reports: Reference, when applicable, is made to geotechnical data in the Bid documents for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports at the locations and the indicated depths where the data was obtained, but not upon the other information, interpretations or opinions contained therein or for the completeness thereof, expressed or implied. Except as indicated in the immediately preceding sentence and in Paragraph 4.2C, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

B. Existing Structures: Reference, when applicable, is made to the supplementary conditions for identifications of those Drawings of physical conditions in or relating to existing surface and subsurface structures (except underground facilities referred to in Article 4.3) which are at or contiguous to the site that have been utilized in preparing the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such Drawings, but not upon the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in Paragraph 4.2C, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

C. Differing Site Conditions: If CONTRACTOR believes that any technical data on which CONTRACTOR is entitled to rely as provided in Paragraphs 4.2A and 4.2B is inaccurate, or any physical condition uncovered or revealed at the site differs materially from that indicated in the Contract Documents, or unknown physical conditions exist at the site which are of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the construction contract, CONTRACTOR shall immediately notify ENGINEER in writing before performing any work in connection therewith. Failure by the CONTRACTOR to give notice about the inaccuracy or difference, and the performance of any work in connection with said differing site conditions (except in an emergency as permitted by Article 6.13), shall bar the

CONTRACTOR from making any claim for additional compensation in connection therewith.

1. ENGINEER's Review: ENGINEER will review the alleged or claimed differing conditions and determine if it is necessary to obtain additional explorations or tests with respect thereto.
2. Possible Document Change: If the ENGINEER concludes that there is a material error in the Contract Documents, or that a change in the Contract Documents is required, a Change Order will be issued as provided in Part 10 to reflect and document the consequences of the inaccuracy or difference.
3. Possible Price and Time Adjustments: For such possible document change an increase or decrease in the contract price or an extension or shortening of the Contract Time, or any combination thereof, may be allowable to the extent the ENGINEER determines that they are attributable to any such inaccuracy. If ENGINEER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefore as provided in Parts 11 and 12.

D. Hazardous Substances: Neither OWNER nor ENGINEER are aware of any hazardous substances which may be encountered in performance of the work except as may be specifically disclosed elsewhere in the Contract Documents. Neither OWNER nor ENGINEER have specifically inspected the site to determine any such presence except as disclosed in the Contract Documents.

#### **4.3 PHYSICAL CONDITIONS – UNDERGROUND FACILITIES**

- A. Shown or Indicated: The information shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the OWNERS of such underground facilities or by others. OWNER shall not be responsible for the accuracy or completeness of any such information.
  1. One-call Center: The CONTRACTOR shall have full responsibility for reviewing and verifying all such information, with the one-call center (Blue Stake location center) or other utility coordination service a minimum of 2 working days prior to any excavation to locate all underground facilities shown or indicated in the Contract Documents. The CONTRACTOR shall have full responsibility for any damages to underground facilities or costs resulting from the damage to such facilities, in those instances where the CONTRACTOR did not independently locate and verify the location of such facilities.
  2. Tolerances: The information presented is considered accurate to within 3 feet vertical and 4 feet horizontal on each side of the utility location shown on the Drawings. Should a utility so shown not be within said tolerances, said utility shall be handled as outlined in Paragraph 4.3B below.
  3. Coordination: The CONTRACTOR shall coordinate the work with the OWNERS of such underground facilities during construction and shall be responsible for the safety and protection thereof as provided in Article 6.12.
  4. Costs: If work is performed within the above referenced tolerances, the cost of all of the above including repair of any damages therein resulting from performance of the work, will be considered as having been included in the contract price and no additional compensation will be allowed therefore.

B. Not Shown or Indicated: If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any work affected thereby (except in an emergency as permitted by Article 6.13), identify the OWNER of such underground facility and give written notice thereof to that OWNER and to ENGINEER.

1. ENGINEER to Modify Contract Documents: ENGINEER will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the underground facility, and the Contract Documents will be amended or supplemented to the extent necessary.
2. Safety and Precaution: During such time, CONTRACTOR shall be responsible for the safety and protection of such underground facility as provided in Article 6.12.
3. Contract Price or Contract Time Adjustment: CONTRACTOR may be allowed an increase in the contract price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents, or that was not identified by the CONTRACTOR where such identification could have been made through a reasonably prudent investigation by the CONTRACTOR.
4. Claims: If the parties are unable to agree as to the contract price or Contract Time adjustments, CONTRACTOR may make a claim therefore as provided in Parts 11 and 12.

#### **4.4 REFERENCE POINTS AND MONUMENTS**

- A. OWNER shall provide land surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the work. CONTRACTOR shall be responsible for laying out the work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written permission of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.
- B. CONTRACTOR shall not disturb any survey monuments found on the line of the improvements until ordered by the ENGINEER. No survey monument shall be disturbed or moved until ENGINEER has been notified and ENGINEER has referenced the survey monument for resetting.

#### **4.5 ASBESTOS, PCBs, PETROLEUM, HAZARDOUS WASTE FOR RADIOACTIVE MATERIAL**

- A. Neither OWNER nor ENGINEER are aware of any hazardous substances which may be encountered in performance of the work except as may be specifically disclosed elsewhere in the Contract Documents. Neither OWNER nor ENGINEER have specifically inspected the site to determine any such presence except as disclosed in

the Contract Documents. The provisions of Articles 4.2 and 4.3 shall not apply to asbestos, PCBs, petroleum, hazardous waste or radioactive material uncovered or revealed at the site.

## **PART 5 BONDS AND INSURANCE**

### **5.1 PERFORMANCE, PAYMENT AND OTHER BONDS**

*A. Prior to OWNER executing the Agreement, CONTRACTOR shall file with the OWNER a good and sufficient Performance Bond and a Payment Bond, each in the sum of not less than 100 percent of the contract price.*

*B. The bonds shall be executed by the CONTRACTOR and secured by a company duly and regularly authorized to do a general surety business in the State of Utah and named in the current list of companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsurance 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 construction contract by the CONTRACTOR and payment of labor and materials. They shall inure by their terms to the benefit of the OWNER. Neither this nor any other provision requiring a Performance Bond shall be construed to create any rights in any third party claimant as against the OWNER for performance of the work under the construction contract.*

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

### **5.2 INSURANCE**

*A. In General: All policies of insurance provided shall be issued by insurance companies qualified to do business in the State of Utah and listed on the U.S. Treasury Department's current Department of Treasury Fiscal Services List 570, or having a general policy holder's rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s Best's Insurance Report.*

*B. Insurance Requirements: CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in CONTRACTOR's Bid. The amount of insurance shall not be less than:*

- 1. Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$3,000,000 general aggregate for bodily injury, personal injury and property damage. Policy to include coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-*

*form property damage (if applicable) and independent CONTRACTORs' liability (if applicable) written on an occurrence form.*

2. *Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage for owned, non-owned and hired autos.*
3. *Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the labor code of the State of Utah and employers' liability with limits of \$1,000,000 per accident.*

C. *Each insurance policy required by this Agreement shall contain the following clauses:*

1. *"This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City."*
2. *"It is agreed that any insurance or self-insurance maintained by Ogden City, its elected and appointed officials, employees, agents and volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with insurance provided by this policy."*

D. *Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause:*

1. *"Ogden City, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds as respect to operations and activities of, or on behalf of, the named insured as performed under Agreement with the City."*

E. *Insurance is to be placed with insurers acceptable to and approved by the City. CONTRACTOR's insurer must be authorized to do business in Utah at the time the contract is executed and throughout the time period the contract is maintained, unless otherwise agreed to in writing by the City. Failure to maintain or renew coverage or to provide evidence of renewal will be treated by City as a material breach of contract.*

F. *The City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work commences.*

G. *The City reserves the right to require complete, certified copies of all required insurance policies at any time.*

H. *Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either:*

1. *the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, employees, agents and volunteers;*
2. *or CONTRACTOR shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.*

I. *CONTRACTOR shall include all subcontractors and insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.*

- J. *Nothing contained herein shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's or is subcontractor's performance of the work covered under this Agreement.*
- K. *Builder's Risk: CONTRACTOR agrees to and assumes the risk of loss for any damage or loss to the work and project by any means or occurrence until substantial completion. If this contract includes construction of an above ground structure, CONTRACTOR further agrees to obtain builder's risk or course of construction insurance in the total amount of the contract price.*

## PART 6 CONTRACTOR'S RESPONSIBILITIES

### 6.1 CONTROL OF THE WORK

- A. Means, Methods, Techniques, Sequences, Procedures of Construction: CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to ensure that the completed work complies with the Contract Documents. CONTRACTOR shall supervise, direct and control the work competently and efficiently. CONTRACTOR shall devote such attention thereto and applying such skill and expertise as necessary to perform the work in accordance with the Contract Documents.
- B. Resident Superintendent: CONTRACTOR shall designate in writing and keep on site at all times during the progress of the work a competent resident superintendent. The superintendent shall not be replaced without written notice to ENGINEER except under extraordinary circumstances. The superintendent shall have authority to act on behalf of CONTRACTOR.
- C. Communications: All communications given to the resident superintendent by ENGINEER shall be as binding as if given to CONTRACTOR. If CONTRACTOR's resident superintendent is not present on site or on any part of the work, ENGINEER may give communications to an employee of the CONTRACTOR or to the CONTRACTOR's subcontractor or suppliers who may have charge of the particular portion of the work in reference to which the communications are given. Without being contrary to the provisions of Paragraphs 9.9C or 9.9D, such communications shall be considered given by the ENGINEER to the CONTRACTOR when confirmed in writing and delivered to the CONTRACTOR's resident superintendent.
- D. CONTRACTOR not Agent of OWNER: ENGINEER's right to enforce provisions of the Contract Documents shall not make the CONTRACTOR, nor the CONTRACTOR's agents, employees, subcontractors, or suppliers, agents of the OWNER. The liability of the CONTRACTOR for all damages to persons or to public or private property, arising from CONTRACTOR's execution of the work, shall not be diminished because of ENGINEER's enforcement of the Contract Documents.

### 6.2 LABOR, MATERIALS AND EQUIPMENT

- A. Personnel and Discipline: CONTRACTOR shall provide competent, qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and

order at the site. If any subcontractor or employee or the CONTRACTOR shall appear to ENGINEER to be incompetent or to act in a disorderly or disobedient manner, the person shall be immediately removed from the project upon the request of the ENGINEER, and such person shall not be employed again on the work.

B. Regular working hours: Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all work at the site shall be performed during regular working hours.

C. Overtime: If CONTRACTOR permits overtime work *beyond the standard hours of operation for Ogden City Engineering employees or permits the performance of work on Saturday, Sunday or any legal holiday CONTRACTOR shall do so at no increase to the contract price and shall give prior written notice to ENGINEER.*  
*CONTRACTOR shall be responsible for all additional costs associated with overtime incurred by OWNER, ENGINEER or their representatives or assistants. Said costs may be considered as deductions from the amounts payable to the CONTRACTOR at the discretion of the ENGINEER.*

D. Temporary Facilities: Unless otherwise specified in the Contract Document (e.g. OWNER-supplied materials, etc.), CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, completion or suspension of the work.

E. Materials and Equipment: All materials and equipment shall be applied installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract Documents; but no provision of any such instructions shall be effective to assign to OWNER, ENGINEER or any of OWNER's representatives, consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.9C or 9.9D. All warranties and guarantees specifically called for in the specifications shall expressly run to the benefit of the OWNER.

1. Adequate, Safe and Suitable Equipment: The CONTRACTOR shall provide adequate, safe and suitable equipment to meet the work requirements, and when ordered by the ENGINEER, shall remove unsuitable equipment from the work.
2. Operating Construction Equipment on Site: No construction equipment or machinery shall be operated upon paved streets, sidewalks, landscaped areas or prepared roadway shoulders which may be injurious to said areas.
3. Quality, New: All materials and equipment to be installed in the work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.
4. Certificate of Compliance: The ENGINEER may permit the use of certain materials or assembly prior to sampling and testing if accompanied with a certificate of compliance stating that materials involved comply in all respects

with the requirements of the Contract Documents subject to the following conditions:

- a. the form of a certificate of compliance and its disposition shall be as directed by the ENGINEER;
- b. the certificate shall be signed by the manufacturer of the materials or the manufacturer of the assembled material;
- c. the certificate must be furnished with each material or assembly of material delivered to the work and the material or assembly of material so certified must be clearly identified in the certificate;
- d. all materials used on the basis of a certificate of compliance may be contested at any time;
- e. the fact that material is used on the basis of a certificate of compliance shall not relieve CONTRACTOR from the responsibility of incorporating material in the work which conforms to requirements of the Contract Documents and any such material not conforming to such compliance, whether or not in place, shall be removed and replaced at no additional cost to the OWNER; and
- f. OWNER reserves the right to refuse to permit the use of material on the basis of a certificate of compliance.

### **6.3 ADJUSTING PROGRESS SCHEDULE**

- A. Changes: CONTRACTOR shall submit to ENGINEER adjustments in the progress schedule which reflect the impact thereon of changes to the work.
  1. Proposed adjustments in the progress schedule that will not change the Contract Time or milestones will conform generally to the progress schedule then in effect and additionally will comply with any provisions of Paragraph 2.5. Such submittal must be accepted by ENGINEER before the adjusted schedule becomes effective.
  2. Proposed adjustments in the progress schedule that will change the Contract Time or milestones shall be submitted in accordance with the requirements of Article 12.1. Such adjustments may only be made by a Change Order in accordance with Article 3.3.
- B. Float Time: Any float time used in the progress schedule shall not be owned solely by OWNER or CONTRACTOR.
  1. Float time shall be allocated and used in the best interests of the work.
  2. CONTRACTOR's schedules shall reflect CONTRACTOR's use of float time and specify the reason for CONTRACTOR's use.
  3. The progress schedule shall reflect OWNER's use of float time.
  4. OWNER shall notify CONTRACTOR or OWNER's claim to use any float time and shall specify the reason for such use.

### **6.4 SUBSTITUTES OR "OR EQUAL" ITEMS**

- A. Proprietary Item or Particular Supplier: Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, such naming is intended to establish the type, function, and quality required. Unless the specification or description contains or is followed by words reading that no substitution is permitted, material and

equipment or other suppliers may be accepted by ENGINEER. Review and acceptance of the “or equal” substitute item may, in ENGINEER’s sole discretion, be accomplished without compliance with some or all of the following requirements for acceptance of proposed substitute items:

1. requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR;
2. CONTRACTOR shall first make written application to ENGINEER for acceptance of proposed substitute item of material or equipment;
3. CONTRACTOR shall certify that the proposed substitute will function and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified;
4. the application shall state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR’s achievement of substantial completion on time, whether or not acceptance of the substitute for use in the work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty;
5. all variations of the proposed substitute from that specified will be identified in the application and the nature and extent of available maintenance, repair and replacement service will be indicated;
6. the application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of separate CONTRACTORs affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute;
7. all data to be provided by CONTRACTOR in support of any substitute item or proposed substitute item will be at CONTRACTOR’s expense; and
8. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR’s expense additional data which ENGINEER determines to be necessary to evaluate the proposed substitute item.

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER, in ENGINEER’s sole discretion, to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in Paragraph 6.4A as applied by ENGINEER and as supplemented in Section 01 25 00 of the General Requirements in the Standard Specifications.

C. Time Require for Review of Substitute: Proposed substitutes shall be made in ample time to permit review and written approval without delaying the work. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or

utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing.

- D. Special Performance Guarantee: OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.
- E. OWNER's Costs: CONTRACTOR shall reimburse OWNER for all charges or expenses incurred by OWNER regarding any request for substitution per this part whether or not such request is approved.
- F. No Extra Time for Review: CONTRACTOR's request to use substitute materials and equipment or methods per this Article and ENGINEER's review of such request shall not extend the Contract Time.

## 6.5 SUBCONTRACTORS, SUPPLIERS AND OTHERS

- A. General: CONTRACTOR shall not employ any subcontractor, supplier or other person or organization (including those acceptable to OWNER as indicated in Paragraph 6.5B), whether initially or as a substitute, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any subcontractor, supplier or other person or organization to furnish or perform any of the work against whom CONTRACTOR has reasonable objection.
- B. Adjustment for Substitution of Subcontractor, Suppliers and Other Person: If any subcontractor, supplier or other person or organization, which was identified by CONTRACTOR prior to the effective date of the construction contract, is to be replaced by the CONTRACTOR, or on request of the OWNER on the basis of reasonable investigation, CONTRACTOR shall propose in writing to the OWNER an acceptable subcontractor, supplier or other person or organization substitute. If OWNER's request is based upon defective work or CONTRACTOR's failure to comply with the Contract Documents, the contract price shall remain unchanged, otherwise, the contract price will be adjusted by the difference in the cost occasioned by such replacement and an appropriate Change Order signed. No acceptance by OWNER of any subcontractor, supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective work or any other right under the Contract Documents or under law or regulations.
- C. OWNER – CONTRACTOR – Subcontractor Relationships: CONTRACTOR shall be fully responsible to OWNER for all acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for acts and omissions of CONTRACTOR's own agent or employee. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.
- D. Responsibility for Subcontractor Licensing: Proper licensing under state or local law and regulations to perform the work of a subcontract shall be the responsibility of the CONTRACTOR and the subcontractor or subcontractors involved. OWNER does not assume any responsibility for the terms and conditions of the contract between

CONTRACTOR and subcontractor. OWNER's requirement that CONTRACTOR submit a subcontractor and supplier report shall not be construed as an assumption by OWNER of any responsibility for said licensing requirements or terms and conditions of subcontracts.

- E. Contract Documents Do Not Subdivide the Work: The divisions and sections of the specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the work among subcontractors or suppliers or delineating the work to be performed by any specific trade.
- F. Subcontractor Agreements: All work performed for CONTRACTOR by a subcontractor will be pursuant to an appropriate written agreement between CONTRACTOR and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER. If requested by OWNER, CONTRACTOR shall provide copies of such agreements to OWNER.
- G. Subcontractor or Supplier Default: When any part of the work has been subcontracted and is not being prosecuted in a manner satisfactory to ENGINEER, CONTRACTOR shall cause such failure to be corrected as required by the Construction Contract. In such a case, no additional compensation will be paid to CONTRACTOR for completing the part of the work.
- H. Conflict of Interest, Subcontractors: No agency or company which is or has been under contract to the OWNER to provide design, design reviews, soil testing, material testing, surveying and any other such functions associated with the design phase of the work shall be used as a subcontractor by the CONTRACTOR.

## **6.6 PATENT FEES AND ROYALTIES**

- A. In General: CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the work and if to the actual knowledge of the OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents.

## **6.7 PERMITS**

- A. In General: Unless otherwise provided in the supplementary conditions, CONTRACTOR shall obtain and pay for all permits, licenses and inspections. The CONTRACTOR shall, without additional cost to the OWNER, give all notices and pay all necessary fees (including plan check fees) in connection with the performance of the construction contract. CONTRACTOR shall furnish a copy of permits and licenses (except permanent easements) to the ENGINEER prior to CONTRACTOR commencing work thereunder.
- B. Governmental Charges and Inspection Fees: CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of opening Bids, or if there are no Bids, on the effective date of the construction contract.

- C. Utility Connection Fees and Plant Investment Fees: CONTRACTOR shall pay all charges of utility OWNERS for connections to the work, and OWNER shall pay all charges of such utility OWNERS for capital costs related thereto such as plant investment fees.
- D. Temporary Utilities: CONTRACTOR shall make all arrangements for electricity, sewer, gas and telephone from the appropriate utility companies. All utility lines will be on the surface of the ground, underground or placed on temporary poles and shall conform to the appropriate load requirements. No pole shall be erected without approval of the ENGINEER. Relocation of temporary utilities shall be paid for by the CONTRACTOR at no additional cost to the OWNER.
- E. Uniform Building Code: CONTRACTOR shall arrange for all necessary inspections required by the appropriate governmental authority(ies). Before final payment is issued, CONTRACTOR shall deliver to the ENGINEER copies of all certificates of inspection.
- F. Waterworks Connections: If CONTRACTOR desires to use OWNER's water, it shall first contact ENGINEER and make arrangements therefore. CONTRACTOR shall pay all necessary charges, and usage costs.
- G. Utah Pollutant Discharge Elimination System (UPDES) Permit: An UPDES permit shall be secured by CONTRACTOR at CONTRACTOR's sole expense, if the construction site requires such a permit under Utah Water Quality Act, Title 19, Chapter 5, Utah Code Annotated 1953, as amended. The agency responsible for verifying permit requirement is the State of Utah Department of Environmental Quality, Division of Water Quality.
- H. Ogden City Permits: *In addition to any other permits required for the work, the CONTRACTOR shall obtain permits from Ogden City Corporation for work on the project.*
  1. OWNER-Paid Permits: *CONTRACTOR shall be responsible for submitting plans, scheduling inspections and paying all costs incidental to such actions as required for any building, plumbing, mechanical, electrical, water, sewer or drainage permit required by Ogden City Corporation. Except for construction water meter fees, the fees for these permits shall be paid by the OWNER and shall not be included in CONTRACTOR's Bid. The following listed permit is not exclusive and does not relieve CONTRACTOR of the responsibility of obtaining all permits.*
    - a. *Permit for Work in the Public Way: From Ogden City's Engineering division, ENGINEER's One Stop counter, 2549 Washington Boulevard, Suite 240, Ogden City, Utah, 84401. Phone (801) 629-8986.*
  2. CONTRACTOR-Paid Permits: *The fees for permits not paid for by the OWNER shall be included in the CONTRACTOR's Bid. The following list is not exclusive and does not relieve CONTRACTOR of the responsibility of obtaining all permits:*
    - a. *Construction Water: If water for construction is required to be taken from fire hydrants or from a new water service, CONTRACTOR shall be solely responsible for obtaining and paying for necessary permits and water usage to Ogden City. Construction water permits to connect to a new water service can be obtained, along with a description of backflow requirements at Ogden City One Stop Counter, 2549 Washington*

*Boulevard, Ogden City, Utah 84401. (801) 629-8985. Construction water obtained from a fire hydrant must be metered from an Ogden City hydrant meter. Meters can be rented with a deposit from Ogden City Utilities 133 W. 29th St. Ogden City, Utah 84401. (801) 629-8321. Connections made without proper backflow prevention or hydrants connected without an Ogden City hydrant meter may be subject to penalties or fines.*

- b. *Building, Electrical and Plumbing Permits*: From Ogden City Building Inspections office, 2549 Washington Boulevard, Suite 240, Ogden, Utah, 84401. Phone (801) 629-8985.
- c. *Permit and Fees for Tap of Water Mains*: From Ogden City One Stop Counter, 2549 Washington Boulevard, Suite 240, Ogden, Utah 84406. Phone (801) 629-8986. Ogden City Water Utility, 175 West 29<sup>th</sup> Street, Ogden, Utah. Phone (801) 629-8321.
- d. *Permit and Fees for Tap of Sewer Mains*: From Ogden City One Stop Counter, 2549 Washington Boulevard, Suite 240, Ogden, Utah, 84401 Phone (801) 629-8986.
- e. General Permit for Storm Water Discharge:
  - 1. *Between 5,000 square feet and 0.99 acres*: From Ogden City One Stop Counter, 2549 Washington Boulevard, Suite 240, Ogden, Utah 84401, (801) 629-8986
  - 2. *1 acre or more*: From the State of Utah, Department of Environmental Quality, Division of Water Quality. Fee varies; contact the State for a quote.
- f. *Ogden City Business License*: In addition to any other licenses required for the work, the CONTRACTOR shall obtain a business license from Ogden City Corporation for work on the project.
  - 1. *A general CONTRACTOR who performs labor will be required to show evidence of a current Ogden City Business License, if he/she has a business in Ogden City.*
  - 2. *Only those major subcontractors, i.e. mechanical, electrical, and plumbing that are required to secure permits from the Ogden City Inspection Division will be required to secure an Ogden City Business License, if they have a business in Ogden City.*
- g. *Other Permits*: All other permit fees required by Ogden City, the State of Utah, the United States of America, and any of their agencies, or by any private utility companies, shall be paid for and obtained by the CONTRACTOR and included in the CONTRACTOR's Bid. The following list is not exclusive and does not relieve CONTRACTOR of the responsibility of obtaining all permits:
  - 1. *UDOT Digging Permit*: ; State of Utah, District 1. Phone (801)620 1604/1639.
  - 2. *Private Property OWNER Permit*: Written permission to use private water.
  - 3. *Private Property OWNER Permit*: Written permission to store product, equipment, materials and supplies outside of work site boundaries.

4. *General Permit for Storm Water Discharge: From the State of Utah, Department of Environmental Quality, Division of Water Quality. Fee varies. Contact the State for a quote.*
5. *Flood Control Permit: Weber County, Department of Public Works, Engineering, Ogden City, Utah.*

## 6.8 LAWS AND REGULATIONS

- A. CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable laws and regulations, OWNER shall not be responsible for monitoring CONTRACTOR's compliance with any laws and regulations nor the compliance of any of CONTRACTOR's agents, employees, subcontractors or suppliers.
- B. If CONTRACTOR observes that the specifications or Drawings are at variance with any laws or regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.3A. If CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws or regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising there from.

## 6.9 TAXES

- A. Except for OWNER-supplied material, CONTRACTOR shall pay all sales, consumer, use and other similar taxes which are required to be paid during the performance of the work in accordance with applicable laws and regulations.

## 6.10 USE OF PREMISES

- A. Use of Premises, Damage: CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the OWNER or occupant thereof, or of any such land or areas contiguous thereto, resulting from the performance of the work.
- B. Clean Work Site: During the progress of the work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of each portion of the work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER.
- C. Restoration of Property, Clean Neighborhood, Costs: CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents. Failure by CONTRACTOR to repair damage or disturbance or to maintain the job site, adjacent areas and haul routes in a clean and neat condition in

accordance with Contract Documents will result in OWNER, after reasonable notice to CONTRACTOR, providing the equipment and labor necessary to clean up the said areas and charging the costs thereof to CONTRACTOR. "Cleanliness" requires removal of rocks, dirt and spillage.

D. Load Safety: CONTRACTOR shall not load or permit any part of any structure at the work site to be loaded in any manner that will endanger the structure. CONTRACTOR shall not subject any part of the work or adjacent property to stresses or pressures that will endanger either of them.

E. CONTRACTOR to Indemnify; Save OWNER Harmless: CONTRACTOR shall assume full responsibility for any damage to:

1. the project site, land and areas identified in and permitted by the Contract Documents and laws and regulations, rights-of-way, permits easements; and
2. other property which may be damaged by CONTRACTOR, subcontractors or suppliers during the performance of the work such as walls, utilities, streets, ways, sidewalks, curbs gutters and property of third part including other governmental agencies).

Should any claims be made against OWNER by any owner or occupant of any land or area damaged by CONTRACTOR, subcontractors or suppliers during performance of the work, CONTRACTOR shall promptly attempt to resolve the claim. CONTRACTOR shall indemnify and save OWNER harmless from and against all claims, damages, losses and expenses (including, but not limited to fees of ENGINEERS, architects, attorneys and other professionals and court costs arising directly, indirectly or consequentially out of an claim brought by any such other party against OWNER arising out of CONTRACTOR's performance of the work.

## **6.11 RECORD DOCUMENTS**

- A. CONTRACTOR shall maintain in a safe place at the work site one record copy of all Contract Documents and written interpretations and clarifications (issued pursuant to Article 9.4) in good order and annotated to show all changes made during construction. These record documents, together with all acceptable samples and a counterpart of all reviewed shop Drawings, shall be available to ENGINEER for reference. Upon completion of the work, these record documents, samples and shop Drawings shall be delivered to ENGINEER for OWNER.
- B. CONTRACTOR shall maintain thorough records of all transactions and shall give the OWNER and other agencies required by law or regulation, access to and the right to examine all records, books, papers, or documents to all operations funded in whole or in part under the Construction Contract for a period of three (3) years following work completion.

## **6.12 SAFETY AND PROTECTION**

- A. In General: CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- B. Protection Against Damage, Injury, Loss:
  1. CONTRACTOR's Responsibility: CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a. all employees on the work and other persons and organizations who may be affected thereby;
- b. all work and materials and equipment to be incorporated therein, whether in storage on or off the site except as otherwise specifically directed by OWNER, as e.g. OWNER-supplied materials, builder's risk insurance, etc.; and
- c. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, curbs, gutters, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

2. **Risk:** Except as provided above, until substantial completion or as indicated in other Contract Documents, CONTRACTOR shall have the charge and care of the work and materials and shall bear the risk of damage, injury or loss to any part thereof by any acts of God or the elements or from any other cause. Except as provided above, OWNER, its officers, employees and agents and the ENGINEER shall not be answerable nor accountable in any manner for any damage or loss that may occur to the work or any part thereof; for any material or equipment used in performing the work; for property damage, personal injury, or death; or for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before substantial completion.

C. **Repairs by CONTRACTOR:** All damage, injury or loss to any property referred to in Paragraph 6.12B.1.b. or 6.12B.1.c. above, caused directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR at no additional cost to the OWNER.

D. **Safety, Warnings:** CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the work, reasonable safeguards for safety, and protection, including posting danger signs and other warning against hazards, and promulgating and giving notice of safety regulations.

E. **Notification:** CONTRACTOR shall notify OWNERS of adjacent property, underground facilities and separate utilities when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

F. **Temporary Repairs by OWNER:** When not performed by CONTRACTOR within the time requested by ENGINEER, OWNER may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the CONTRACTOR and, if paid by OWNER, may be deducted from any monies due or to become due the CONTRACTOR.

G. **Safety Representative:** CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's resident superintendent unless designated otherwise in writing by CONTRACTOR.

H. Hazard Communications Standards (Employee Right to Know): During performance of the work, CONTRACTOR shall be subject to federal regulations outlined in 29CFR 1910.1200 entitled Hazard Communication Standard. CONTRACTOR shall be solely responsible for any and all violations of the hazard communication standard resulting from the negligent or intentional acts or omission or commission of officers, employees, representatives, agents, servant, subcontractors, suppliers, successors and assigns of CONTRACTOR. CONTRACTOR and subcontractor personnel required under the terms of the Contract Documents to work with or in close proximity to hazardous materials and hazardous wastes shall have completed and be current with the personal training required by Occupational Health and Safety Administration (OSHA) regulations as outlined in 29CFR 1910.1200. CONTRACTOR and subcontractor personnel required under the terms of the Contract Documents to work with hazardous materials or hazardous wastes, or perform services in an area identified as a hazardous material or hazardous waste remediation site, shall have completed and be current with the OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) training program as outlined in 29CFR 1910.120.

I. Encountering Hazardous Substances: In the event the CONTRACTOR encounters on the site substance reasonably believed to be asbestos or polychlorinated biphenyl (PCB) or any other hazardous waste or substance which may endanger the health of those persons performing the work or being on the site, which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and immediately report the condition to the ENGINEER and OWNER, and confirm the report immediately in writing. The OWNER shall retain a special consultant qualified to investigate, evaluate and mitigate any potentially hazardous substances. The work in the affected area shall be resumed in the absence of asbestos, polychlorinated biphenyl (PCB) or said hazardous waste or substance, or when it has been rendered harmless according to the federal and state health standards. Except to the extent provided otherwise in the Contract Documents, the CONTRACTOR shall not be required to perform, without consent, any work relating to asbestos, polychlorinated biphenyl (PCB) or any other hazardous waste substance. In the event of OWNER's delay in investigating, evaluating and mitigating any potentially hazardous substances, if CONTRACTOR believes that any delay entitles CONTRACTOR to an increase in the contract price or an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Parts 11 and 12 hereof.

J. Using Hazardous Substances: When use or storage of explosives or other hazardous substances or construction equipment or unusual methods are necessary for execution of the work, the CONTRACTOR shall notify OWNER in writing of where and when such will be used and shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

K. Cost to Protect or Repair in Contract Price: The full cost of furnishing all labor, materials, tools equipment and incidentals, and for doing all the work involved in protecting or repairing property and for insuring against risk of loss or damage shall be deemed included in the Contract Price and no additional compensation shall be allowed therefore.

## 6.13 EMERGENCIES

- A. CONTRACTOR to Act: In emergencies affecting the safety or protection of persons, the work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER, shall prevent threatened damage, injury or loss.
- B. Written Notice: CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the work or variations from the Contract Documents have been caused by responding to such an emergency.
- C. Change Order: If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order will be issued to document the consequences of such actions.

## 6.14 SHOP DRAWINGS AND SAMPLES

- A. Not Contract Document: Shop Drawings, product data, samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the work for which submittals are required, the way the CONTRACTOR proposes to conform to the information given and the design concept expressed by the Contract Documents.
- B. Shop Drawings: CONTRACTOR shall submit shop drawing to ENGINEER for review and acceptance in accordance with the accepted schedule for submissions (see Paragraph 2.7A), or for other appropriate action if so indicated in the supplementary conditions.
  1. Before submission, CONTRACTOR shall check and verify all field measurements and comply with applicable procedures specified in the General Requirements.
  2. All submissions will be identified as ENGINEER may require, and will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to CONTRACTOR's review of the submission, including those of CONTRACTOR's subcontractors.
  3. The data shown on the shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.
- C. Samples: CONTRACTOR shall also submit to ENGINEER for review with such promptness as to cause no delay in work, all samples required by the Contract Documents.
  1. All samples, whether supplied by CONTRACTOR, or CONTRACTOR's subcontractors, or CONTRACTOR's suppliers shall be checked by the CONTRACTOR. Such samples shall be accompanied by a specific written annotation indicating that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to CONTRACTOR's review of the sample.
  2. All submissions will be identified clearly as to material and supplier.
  3. Pertinent data such as catalog numbers and the use for which intended shall be indicated.

D. Verifications: Before submission of each shop drawing or sample, CONTRACTOR shall have determined and verified the following:

1. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
2. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the work; and
3. all information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

E. Notice of Variance: At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the shop Drawings or samples may have from the requirements of the Contract Documents. In addition, CONTRACTOR shall cause a specific notation to be made on each shop drawing submitted to ENGINEER for review and approval of each such variation. CONTRACTOR shall direct specific attention in writing to CONTRACTOR's or other's revisions other than the corrections called for by ENGINEER on previous submittals.

F. Review by ENGINEER: ENGINEER will review with reasonable promptness shop Drawings and samples. ENGINEER's review will be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents. ENGINEER's review shall not extend to means, methods, techniques, sequences or procedures or construction (except where a specific means, method, technique, sequence or procedure or construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of shop Drawings and submit as required new samples for review.

G. Accuracy of Dimensions, Errors and Omissions: ENGINEER's review of shop Drawings or samples shall not relieve CONTRACTOR from responsibility for accuracy of dimensions and details or any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission, as required by Paragraph 6.14E, and ENGINEER has reviewed each such variation and given specific written notation thereof incorporated in or accompanying the shop drawing or sample submittal. Such review by ENGINEER will not relieve CONTRACTOR from responsibility for errors or omissions in the shop Drawings or from responsibility for having complied with the provisions of Paragraph 6.14D above.

H. Distribution of Drawings: The CONTRACTOR shall furnish prints of final shop Drawings, erection Drawings, equipment layouts, and other data to CONTRACTOR's subcontractors and suppliers for the proper coordination of their work. CONTRACTOR shall keep 1 complete set of the approved documents with the record documents on the premises at all times.

- I. Compensation: Full compensation for furnishing all shop Drawings and samples shall be considered as included in the prices paid for the items of work to which such Drawings relate and no additional compensation will be allowed therefore.
- J. Work Performed Before ENGINEER's Review: Where a shop drawing or sample is required by the specifications, any related work performed by CONTRACTOR, prior to ENGINEER's review of the pertinent submission will be at CONTRACTOR's sole risk of non-acceptance. Correction of non-acceptable work shall be at CONTRACTOR's expense.
- K. Rejection: No extra Contract Time shall be given for rejection of shop Drawings or samples.
- L. Certificate of Compliance: The ENGINEER may permit the use of certain materials or assembly prior to sampling and testing if accompanied with a certificate of compliance stating that materials involved comply in all respects with the requirements of the Contract Documents. The certificate shall be signed by the manufacturer of the materials or the manufacturer of the assembled material. The certificate of compliance must be furnished with each line of material delivered to the work and the line so certified must be clearly identified in the certificate. All materials used on the basis of a certificate of compliance may be contested by ENGINEER at any time. The fact that material is used on the basis of a certificate of compliance shall not relieve CONTRACTOR from the responsibility of incorporating material in the work which conforms to requirements of the Contract Documents and any material not conforming, whether or not in place, shall be removed and replaced at the CONTRACTOR's expense. OWNER reserves the right to refuse to permit the use of material on the basis of a certificate of compliance. The form of a certificate of compliance and its disposition shall be as ordered by the ENGINEER.

## 6.15 CONTINUING THE WORK

- A. During Disputes or Disagreements: CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and OWNER may otherwise agree in writing.
- B. No Damage for Delay:
  1. *In all cases where CONTRACTOR is delayed, hindered, or obstructed in the execution of the work, or any part thereof, for any reason whatsoever, the CONTRACTOR shall not be entitled to claim or recover any damages or additional payment from the OWNER or ENGINEER. It is, however, the intent of this contract that in all cases where the CONTRACTOR is substantially delayed, hindered, or obstructed in the execution of the work through no fault of the CONTRACTOR and because of conditions beyond the CONTRACTOR's control, the Contract Time shall be extended by change order by such amount as conditions, in the judgment of the ENGINEER, justify, and such extension of Contract Time shall be the exclusive remedy of the CONTRACTOR.*
  2. *Claims relating to time shall be made in accordance with the applications provisions of Article 12.1. CONTRACTOR's plea that insufficient time was*

*specified is not a valid reason for extension of Contract Time. Contract time shall not be extended for any weather-related delays.*

3. *Permitting the CONTRACTOR to continue and finish the work or any part of it after the time fixed for its completion, or after that date to which the time may have been extended, will in no way operate as a waiver on the part of the OWNER of any of its rights under the contract.*

## **6.16 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE**

- A. Defects or Damage Exclusion: CONTRACTOR warrants and guarantees to OWNER that all work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:
  1. Abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, subcontractors or suppliers; or
  2. Normal wear and tear under normal usage.
- B. CONTRACTOR's Continuing Obligation: CONTRACTOR's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the work in accordance with the Contract Documents:
  1. observations by ENGINEER;
  2. recommendation of any progress or final payment by ENGINEER;
  3. the issuance of a certificate of substantial completion or any payment by OWNER to CONTRACTOR under the Contract Documents;
  4. use or occupancy of the work or any part thereof by OWNER;
  5. any acceptance by OWNER or any failure to do so;
  6. any review and approval of a shop drawing, sample or product data submittal or the issuance of a notice of acceptability by ENGINEER;
  7. any Inspection, test or approval by others; or
  8. any correction of defective work by OWNER.
- C. Acceptance is Not a Waiver of OWNER's Rights: OWNER's acceptance of defective work shall not release or relieve CONTRACTOR from warranty and guarantee provisions of this article.
- D. Survival of Obligations: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

## **6.17 INDEMNIFICATION**

- A. Indemnification of OWNER: CONTRACTOR shall indemnify, *defend*, and hold harmless OWNER and ENGINEER, *and their elected officials, officers, agents, employees and volunteers* from and against any and all claims, damages, losses and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of ENGINEERS, architects, attorneys and other professionals and court costs) arising out of or resulting from the negligent acts or omissions in performance of the

work by CONTRACTOR, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not the claim, damage, loss, etc. arising from the act or omission is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

B. Indemnification Not Limited: In any claims against OWNER or ENGINEER or any of their *elected officials, officers, agents, employees or volunteers* by any employees of CONTRACTOR, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph **6.17.A** shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such subcontractor or other person or organization under worker's compensation acts, disability benefit acts or other employee benefit acts.

C. Liability of ENGINEER, etc.: The obligations of CONTRACTOR under Paragraph **6.17A** shall not extend to the liability of ENGINEER, OWNER's consultants, agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or specifications.

D. CONTRACTOR to Save OWNER Harmless: CONTRACTOR shall assume the OWNER's defense, and save OWNER harmless from any claims directly or indirectly arising from CONTRACTOR's use or alleged use of patented or trademarked materials, design, equipment, devices, product or processes on or ultimately successful. In the event of such claims:

1. OWNER shall promptly notify CONTRACTOR and CONTRACTOR shall defend against such claims, in OWNER's name, but at CONTRACTOR's expense;
2. OWNER shall have the right to be represented by counsel, but such representations shall be at the OWNER's own expense; and
3. at the request and expense of CONTRACTOR, the OWNER shall actively cooperate and assist CONTRACTOR to the fullest extent in the defense of any such proceedings.

In the event that CONTRACTOR shall fail to defend against any such claims, the OWNER may, in addition to any other legal remedies which the OWNER might have, at OWNER's election, defend such suit and be reimbursed by CONTRACTOR of all reasonable expenses (including attorney's fees) incurred by the OWNER in this connection, and CONTRACTOR shall pay all damages and costs awarded or otherwise suffered by OWNER in any such claim against OWNER.

## **6.18 HAZARDOUS WASTE GENERATION**

A. In General: The CONTRACTOR shall be responsible for ensuring that all services the CONTRACTOR and its subcontractors are required to provide under the terms of the Contract Documents are performed in accordance with applicable federal, state and local environmental regulations and within generally accepted professional performance standards for the services to be provided.

B. Hazardous Wastes Generated by CONTRACTOR: The CONTRACTOR shall be responsible for the interim handling, evaluation and disposal of any hazardous materials and hazardous wastes generated by the CONTRACTOR or any of its subcontractors during the performance of any services under the terms of the Contract Documents, and shall ensure that handling, evaluation and final disposal of all hazardous materials and hazardous wastes are performed in accordance with the requirements outlined in 40 CFR Parts 261 and 262 and Utah Administrative Code R-450-5.

1. The CONTRACTOR shall notify the ENGINEER immediately upon discovery that the CONTRACTOR or its subcontractors has generated a hazardous waste material. If the hazardous waste material was generated as the result of a hazardous material spill, the CONTRACTOR shall be responsible for completing spill reporting requirements for all applicable environmental regulatory programs.
2. The CONTRACTOR shall also provide the ENGINEER with documentation within eight (8) hours of the discovery indicating:
  - a. the date of waste generation;
  - b. specific waste classification or characterization;
  - c. waste quantity;
  - d. waste profile and acceptance identifying the intended disposal facility; and
  - e. copies of all Uniform Hazardous Waste Manifest documenting off-site transportation and disposal activities.
3. CONTRACTOR shall contain hazardous material and protect workers and the public from exposure.

C. Hazardous Wastes Generated by OWNER: The CONTRACTOR shall ensure that any services the CONTRACTOR or its subcontractors perform under the terms of the Contract Documents that involve the interim handling, evaluation and disposal of any hazardous materials and hazardous waste generated by, or the responsibility of the OWNER, shall be performed in accordance with the requirements outlined in 40 CFR Parts 261 and 262 and Utah Administrative Code R-450-5.

1. The CONTRACTOR shall also provide the ENGINEER with documentation indicating:
  - a. the date of waste generation;
  - b. specific waste classification or characterization;
  - c. waste quantity;
  - d. waste profile and acceptance identifying the intended disposal facility; and
  - e. copies of all Uniform Hazardous Waste Manifest documenting off-site transportation and disposal activities.
2. If handling of hazardous wastes generated by OWNER is not indicated in the Contract Documents, such cost of handling shall be determined as indicated in Article 11.3.

D. Final Disposal of Hazardous Materials and Hazardous Wastes: CONTRACTOR shall be responsible for ensuring that all hazardous materials and hazardous wastes, identified as subject to the provisions of Paragraphs 6.17A, B and C above, regardless of generator, be submitted to a facility or facilities permitted and qualified to recycle, process, or perform final disposal as required for the type of hazardous material or hazardous waste being submitted.

E. Documentation: CONTRACTOR shall provide OWNER with documentation of appropriate disposal.

## PART 7 OTHER WORK

### 7.1 RELATED WORK AT SITE

- A. Owners of Utilities and Franchises to Enter upon the Premises: The right is reserved to the owners of utilities and franchises to enter upon the premises for the purposes of making repairs or changes of their property that may become necessary by the work.
- B. Separate Work: OWNER may perform other work related to the project at the site by OWNER's own forces, or let other direct contracts therefore which shall contain general conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work. If CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefore as provided in Parts 11 and 12.
- C. Access to Site: CONTRACTOR shall coordinate all phases of the work and afford each utility owner and other CONTRACTOR who is a party to such a contract (or OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the work with theirs.
- D. Cutting, Fitting and Patching: CONTRACTOR shall do all cutting, fitting and patching of the work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected.
- E. Delays Caused by Other Work, Defects or Deficiencies in Other Work: If the proper execution or results of any part of CONTRACTOR's work depends upon work performed by others under this Part 7, CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's work except for latent or non-apparent defects and deficiencies in the other work.

### 7.2 COORDINATION

- A. Coordinating Agent, Identified in Supplementary Conditions: If OWNER contracts with others for the performance of other work on the project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime CONTRACTORS will be identified in the supplementary conditions. The specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities

will be provided in the supplementary conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

B. Ceasing Work Temporarily: If other CONTRACTORS under separate OWNER contracts are unable to join their work in a manner acceptable to all, ENGINEER will decide if CONTRACTOR or other CONTRACTORS shall cease work temporarily. Should CONTRACTOR be adversely affected by the work of other CONTRACTORS, additional compensation or project completion time will be granted provided the delays or interference are not the results of the CONTRACTOR's own actions or inactions. The OWNER also reserves the right to deduct from sums of money due the CONTRACTOR for all costs incurred by the OWNER which are the result of the CONTRACTOR not properly coordinating work.

### **7.3 UTILITY ARRANGEMENTS**

A. Should CONTRACTOR desire a rearrangement made in any utility facility for CONTRACTOR's convenience in order to facilitate construction operations, which is an addition to or different from the arrangements indicated on the Drawings or in the specifications, CONTRACTOR shall make such arrangements as are necessary with the utility and bear all expenses in connection therewith.

### **7.4 WORK DONE BEYOND THE SITE**

A. Any work done beyond the limits shown on the Drawings or established in writing by ENGINEER, will be considered as unauthorized and no payment will be made therefore.

## **PART 8 OWNER'S RESPONSIBILITIES**

### **8.1 OWNER'S RESPONSIBILITIES**

A. Communications: OWNER shall issue all communications to CONTRACTOR through ENGINEER as per Article 2.8.

B. Tests and Observations: OWNER's responsibility in respect of certain Inspections, tests and observations is set forth in Article 13.3.

C. Work Suspension: In connection with OWNER's right to stop work or suspend work, see Article 15.1. Article 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

D. Furnishing Data: OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

E. Prompt Payment: OWNER shall promptly make payments to CONTRACTOR after they are due as provided in Paragraphs 14.4 and 14.9.

## **PART 9 ENGINEER'S STATUS DURING CONSTRUCTION**

### **9.1 OWNER'S REPRESENTATIVE**

A. General: ENGINEER will be OWNER's representative and agent during the Contract Time, until final payment is due and, with the OWNER's concurrence, from time to time during the correction period described in Article 13.7.

B. Limitations: ENGINEER shall have the authority to act on behalf of the OWNER only to the extent provided in the Contract Documents.

C. Changing Representative: ENGINEER may be changed by the OWNER upon written notice to the CONTRACTOR.

## **9.2 PROJECT REPRESENTATIVE**

A. ENGINEER may furnish a resident project representative and such other assistants as ENGINEER deems necessary to observe that the materials to be furnished and the work done strictly conforms to the Contract Documents.

## **9.3 AUTHORITY AND DUTIES OF RESIDENT PROJECT REPRESENTATIVE**

A. General: The resident project representative:

1. shall be permitted to observe all work done and all material furnished. Such observation may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used;
2. is not authorized to revoke, alter, or waive any requirement of the Contract Documents;
3. is authorized to call the attention of CONTRACTOR to any failure of the work or materials to conform to the Contract Documents;
4. shall have authority to reject materials and suspend all or any part of the work until any question at issue can be referred to and decided by the ENGINEER; and
5. shall in no case act or be considered as CONTRACTOR's foreman or perform duties for CONTRACTOR.

B. Limitations: Any advice that the resident project representative may give the CONTRACTOR, other than set forth in Paragraph 9.3A above, shall not be binding upon the ENGINEER or OWNER. Nor shall such advice release or relieve CONTRACTOR of compliance with the Contract Documents.

C. Suspension of Work: If work is to be suspended; the resident project representative shall issue a written order giving the reason for shutting down the work. In the absence of such written order, CONTRACTOR shall not deem the work to be suspended. After placing the order in the hands of the CONTRACTOR's agent in charge at the site, any work done thereafter may not be accepted, at ENGINEER's discretion.

## **9.4 CLARIFICATIONS AND INTERPRETATIONS**

A. Should it appear that the work or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the CONTRACTOR shall request the ENGINEER to provide such further explanations as may be necessary for CONTRACTOR. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary. These shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. CONTRACTOR shall conform to such explanations as part of the work.

B. Any order or instruction given to the CONTRACTOR by the ENGINEER shall either be given or confirmed in writing. However, the ENGINEER's failure to put such an order or instruction in writing shall not relieve the CONTRACTOR of

CONTRACTOR's responsibility to comply with the terms and conditions of the Contract Documents.

C. If CONTRACTOR disputes ENGINEER's explanation or interpretation of the requirements of the Contract Documents, CONTRACTOR may request dispute resolution as specified in Part 16.

#### **9.5 AUTHORIZED VARIATIONS IN WORK**

A. ENGINEER may authorize minor variations in the work from the requirements of the Contract Documents which do not involve an adjustment in the contract price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a work directive change. If CONTRACTOR believes that an increase in the contract price or an extension of the Contract Time is justified, and the OWNER and the CONTRACTOR are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Part 11 or 12.

#### **9.6 REJECTING DEFECTIVE WORK**

A. ENGINEER has the authority to reject work which ENGINEER believes to be defective or that ENGINEER believes will not produce a completed project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated by the Contract Documents. ENGINEER also has the authority to require special Inspection or testing or the work, whether or not the work is fabricated, installed or completed. The failure of the ENGINEER to reject such work shall not release or relieve CONTRACTOR from conformance to the contract document requirements.

#### **9.7 NOTICE OF INTENTION TO APPEAL**

A. ENGINEER will determine the actual quantities and classifications of unit price work performed by CONTRACTOR and will review with CONTRACTOR any preliminary determinations on such matters before rendering a written decision. ENGINEER's written decision will be final and binding upon CONTRACTOR, unless, within 10 days after the receipt of any such decision CONTRACTOR delivers to ENGINEER written notice of intention to appeal such a decision. Such an appeal may be taken in accordance with the provisions of Part 16 of these general conditions and applicable laws and regulations, but during any such appeal, CONTRACTOR shall carry on the work and adhere to the progress schedule as provided in Article 6.15.

#### **9.8 DECISIONS ON DISPUTES**

A. Interpretation of Contract Documents: ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder. Claims or disputes concerning a question of fact or other matters relating to the acceptability of the work, the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the work or claims under Parts 11 and 12 in respect of changes in the contract price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal

decision in accordance with this paragraph. ENGINEER will render decision in writing within 3 days of submission of the request for decision. Failure by ENGINEER to respond within said time shall be deemed a denial of CONTRACTOR's request for relief.

B. Time for Notice of Dispute: CONTRACTOR shall submit written notice of each claim or dispute to ENGINEER promptly after occurrence of the event(s) giving rise thereto, but in no case shall said notice be delivered later than 30 days after said occurrence. Failure to submit said notice within said 30 days shall be deemed a waiver thereof by CONTRACTOR. CONTRACTOR shall also submit all written supporting data to ENGINEER within 60 days after said occurrence unless ENGINEER allows an additional period of time.

C. Effect of ENGINEER's Decision: ENGINEER's decision concerning such claim or dispute (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.9) will be the final expression of OWNER's position on said claim or dispute. Further, said decision shall be a condition precedent to any exercise by OWNER or CONTRACTOR of any rights or remedies as either may have under the Contract Documents or by law in respect of any such claim or dispute. ENGINEER's decision as to any allowable deviations shall be final and binding on CONTRACTOR.

## 9.9 LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

A. ENGINEER Not CONTRACTOR's Agent: Neither ENGINEER, ENGINEER's representative or OWNER shall act nor be considered as the CONTRACTOR's, subcontractor's, supplier's or surety's superintendent, foreman or part of their work force in any manner or form nor shall they perform work or duties of the CONTRACTOR.

B. Evaluate the Work for Contract Compliance: Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory", or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective does not assign to ENGINEER or OWNER any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.9C or 9.9D. Neither ENGINEER's taking or failing to take such actions or make any such reviews shall release or relieve the CONTRACTOR from CONTRACTOR's responsibility to comply with the contract document requirements.

C. Not Responsible for CONTRACTOR's Construction Operations: Neither the ENGINEER nor the OWNER will be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. ENGINEER and OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the work in accordance with the Contract Documents. Any advice which ENGINEER may give

the CONTRACTOR, other than as set forth in Paragraph 9.3A above, shall not be binding in any way upon the ENGINEER or the OWNER. Such instruction or statement shall not release or relieve the CONTRACTOR from compliance with all of the terms and conditions of the Contract Documents.

- D. Not Responsible for CONTRACTOR's Acts or Omissions: ENGINEER and OWNER will not be responsible for the acts or omissions of CONTRACTOR or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.
- E. Intimidation of ENGINEER: ENGINEER or ENGINEER's representatives shall at all times be free to perform ENGINEER's duties without any intimidation. At ENGINEER's request, the CONTRACTOR shall remove from the work any employee causing such intimidation. Failure to do so shall be sufficient reason for ENGINEER to recommend to OWNER and for the OWNER's cancellation or termination of the construction contract.

## PART 10      CHANGES IN THE WORK

### 10.1 ADDITIONS, DELETIONS, REVISIONS

- A. Modifications: Without invalidating the construction contract and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the work. These will be authorized by a work directive change or a Change Order.
- B. Work Directive Change: Work directive changes shall be issued by the ENGINEER. If the contract price or Contract Time are affected by a work directive change, the work specified in the work directive change shall be incorporated in a subsequently issued Change Order following negotiations by the CONTRACTOR and ENGINEER as to its effect on the contract price and Contract Time. During disputes or disagreements with the OWNER or ENGINEER regarding a work directive change, the CONTRACTOR shall promptly proceed with the work described in the work directive change as indicated in Article 6.15.
- C. Change Order: OWNER and CONTRACTOR shall execute appropriate Change Orders covering changes in the work, contract price or Contract Time which are agreed to by the parties. ***Any Change Order request shall be submitted using the form in "Exhibit B"***
- D. Drawings: Drawings accompanying work directive changes and Change Orders shall be deemed a part of such documents.
- E. Payment: It is understood and agreed by the OWNER and CONTRACTOR that no money will be paid to the CONTRACTOR for any new or additional labor, materials or equipment furnished, unless a Change Order for such has been made in writing and executed by the OWNER and CONTRACTOR.

### 10.2 WORK NOT REQUIRED BY CONTRACT DOCUMENTS

- A. CONTRACTOR shall not be entitled to an increase in the contract price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in Article 3.3 except in the case of an emergency as provided in Article 6.13 and except in the case of uncovering work as provided in Paragraph 13.5B.

### **10.3 NOTICE TO SURETY**

- A. If notice of any change affecting the general scope of the work or the provisions of the Contract Documents (including, but not limited to contract price or Contract Time) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable bond will be adjusted accordingly.

## **PART 11 CHANGE OF CONTRACT PRICE**

### **11.1 CONTRACT PRICE**

- A. The contract price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the contract price.

### **11.2 CONTRACT PRICE ADJUSTMENT**

- A. In General: The contract price may only be changed by Change Order. No claim for an adjustment on the contract price will be considered or paid if not submitted in accordance with the requirements of this Article 11.2.
- B. Written Notice: Any claim for an increase or decrease in the contract price shall be based on written notice. Notice shall be promptly delivered by the party making the claim to the other party (but in no event later than 30 days) after the occurrence of the event giving rise to the claim. The notice shall state the general nature of the claim.
- C. Deadline for Claim Submittal: A complete detailed statement of the amount and nature of the claim, with all necessary supporting data shall be delivered within 60 days after such occurrence. ENGINEER may allow an additional period of time to ascertain more accurate data in support of the claim.
- D. Notice Required: Failure to submit the notice, and detailed statement referenced above shall bar Claimant from pursuing said claim in any other forum, judicial or administrative.
- E. Acknowledgement: The notice shall be accompanied by Claimant's written statement that the amount claimed covers all known cost amounts (direct, indirect and consequential costs, including without limitation, delay costs, third party costs, lost profits and any other costs) to which the Claimant is entitled as a result of the occurrence of said event.
- F. All Claims Determined by ENGINEER: All claims for adjustment in the contract price shall be determined by ENGINEER in accordance with Paragraph 9.8A if OWNER and CONTRACTOR cannot otherwise agree.

### **11.3 DETERMINING CONTRACT PRICE ADJUSTMENT**

- A. The value of any work covered by a Change Order or of any claim for an increase or decrease in the contract price shall be determined by ENGINEER in one of the following ways:

1. Unit Prices: Where the work involved is covered by unit prices contained in the Contract Documents, the contract price change will be recalculated by application of unit prices to the quantities of the items involved (subject to the provisions of Article 11.7).
2. Lump Sum Price:
  - a. Contract Price Increases: the CONTRACTOR and OWNER may mutually accept a stipulated sum (which may include an allowance for overhead and profit not necessarily in accordance with Article 11.5).
  - b. Contract Price Decreases: The amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in the contract price will be the net amount of the decrease plus a deduction in CONTRACTOR's fee. The deduction in the CONTRACTOR's fee shall be 10 percent of the net amount of the decrease.
3. Force Account (Cost of the Work Plus CONTRACTOR's Fee): If the cost of unit price work cannot be calculated or the cost of lump sum work cannot be agreed to, contract price adjustment shall be calculated on the basis of the cost of the work (determined as provided in Article 11.4) plus a CONTRACTOR's fee for overhead and profit (determined as provided in Article 11.5).

#### 11.4 COST OF THE WORK

- A. Cost of the Work Includes: Except as otherwise agreed to in writing with OWNER, the Cost of the Work (1) shall be in amounts no higher than those prevailing in the locality of the project, (2) shall not include any of the costs itemized in Paragraph 11.4B, and (3) shall include only the following items:
  1. Certified Payroll Costs: Certified payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. These expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above only to the extent such work was authorized by OWNER.
  2. Cost of All Materials and Equipment: Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.
  3. Payments Made by CONTRACTOR to Subcontractors: If required by ENGINEER, CONTRACTOR shall obtain competitive Bids from subcontractors

acceptable to CONTRACTOR and shall deliver such Bids to ENGINEER who will then determine, which Bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR's cost of the work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

4. Costs of Special Consultants: Costs of special consultants (including, but not limited to, ENGINEERS, architects, testing laboratories, surveyors and accountants) employed for services specifically related to the work.
5. Supplemental costs: Supplemental costs include the following:
  - a. Expenses of Employees: The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees reasonably incurred in discharge of duties connected with the work, except the following:
    - 1) costs for commute between residence and the work site;
    - 2) meals taken at locations within commuting distance of the work site; and
    - 3) clothing.
  - b. Consumable Products and Equipment: cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the work, and cost, less the difference in market value, of items used but not consumed which remain the property of CONTRACTOR.
  - c. Depreciation: cost, less the difference in market value, of items used but not consumed which remain the property of CONTRACTOR.
  - d. Rentals: Rentals of all construction equipment and machinery and the parts thereof, whether rented from CONTRACTOR or others, in accordance with rental agreements approved by ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.
  - e. Sales, Consumer, Use or Similar Taxes: Sales, consumer, use or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by laws and regulations.
  - f. Royalty Payments, Fees for Permits and Licenses, Deposits: royalty payments, fees for permits and licenses, and deposits lost for causes other than negligence of CONTRACTOR, any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
  - g. The Cost of Utilities: The cost of utilities, fuel and sanitary facilities at the site in connection with the work.
  - h. Minor Expenses: Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, express delivery and similar petty cash items in connection with the work.

- i. Additional Bonds and Insurance: Cost of premiums for additional Bonds and insurance required solely because of changes in the work and premiums for property insurance coverage.
- B. Cost of Work Does Not Include: The term “Cost of the Work” shall not include overhead or general expense costs including, but not limited to, the following:
  - 1. Payroll Costs and Other Compensation: Payroll costs and other compensation of CONTRACTOR’s officers, employees and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR’s principal or a branch office for general administration of the work and not specifically included in the agreed upon schedule or job classifications referred to in Paragraph 11.4A.1. or specifically covered by Paragraph 11.4A.4.
  - 2. Principal and Branch Offices: Expenses of CONTRACTOR’s principal and branch offices other than CONTRACTOR’s office at the site.
  - 3. Capital Expenses: Any part of CONTRACTOR’s capital expenses, including interest on CONTRACTOR’s capital employed for the work and charges against CONTRACTOR for delinquent payments.
  - 4. General Bonds and General Insurance: Cost of premiums for Bonds and insurance not directly related to the work, whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by Paragraph 11.4A.5.i. above).
  - 5. Negligence: Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property or payments for personal injury or death.
  - 6. Other Expenses: Other overhead or general expense cost of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4A.
  - 7. Dispute Costs: Cost of court fees, attorneys or experts retained for presenting evidence pertaining to any dispute with OWNER and ENGINEER concerning CONTRACTOR’s cost of work.
- C. Documentation Supporting Cost of the Work: Whenever the cost of any work is to be determined, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.
  - 1. Reports by subcontractors or others shall be submitted through the CONTRACTOR. In the event of irreconcilable disagreement, pertinent notes shall be entered on the daily reports by each party to explain points which cannot be resolved immediately.
  - 2. For work covered by force account at the close of each working day, the CONTRACTOR shall submit such daily report to the ENGINEER together with applicable delivery tickets listing all labor, materials and equipment involving the force account work for that day. Failure to submit the daily report by the close of the next working day will waive any rights for that day. The report shall be signed by CONTRACTOR and ENGINEER.

## 11.5 CONTRACTOR’S FEE

- A. Allowable Fee: The CONTRACTOR's fee allowed for overhead and profit shall be determined as follows:
  - 1. A mutually acceptable fixed fee; or,
  - 2. If no acceptable fixed fee can be agreed upon, a fee based on the following percentages of the various portions of the cost of the work:
    - a. For costs incurred under Paragraphs 11.4A.1. and 11.4A.2., the CONTRACTOR's fee shall be 15 percent;
    - b. For costs incurred under Paragraph 11.4A.3., the CONTRACTOR's fee shall be five (5) percent.
    - c. If a subcontract is on the basis of the cost of the work plus a fee, and no fixed fee is agreed upon, the maximum allowable to the subcontractor who actually performs or furnished the work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such subcontractor under Paragraphs 11.4A.1., and 11.4A.2., and that any higher tier subcontractor and CONTRACTOR will each be paid a fee of five (5) percent of the amount paid to the next lower tier subcontractor.
    - d. No fee shall be payable on the basis of costs itemized under Paragraphs 11.4A.4., 11.4A.5., and 11.4B.
- B. Adjustment to CONTRACTOR's Fee: When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.5A.2.a. through 11.5A.2.c., inclusive.
- C. Allowable Credit: the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual decrease plus a deduction in CONTRACTOR's fee by an amount equal to the equivalent amount authorized under Paragraph 11.5A above.

## 11.6 CASH ALLOWANCES

- A. In General: Cash allowances, if indicated in the Contract Documents, are provided for the payment of fees or the purchase and installation of products, the cost of which is to be determined upon performance of the work. It is understood that CONTRACTOR has included in the contract price all allowances so named in the Contract Documents. CONTRACTOR shall cause the work so covered, to be done for such sums within the limit of the allowances as may be acceptable to ENGINEER.
- B. Allowances Include: CONTRACTOR agrees:
  - 1. that the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and
  - 2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the contract price and not in the allowances. No demand for additional payment on account of any thereof will be valid.
- C. Allowances Payment: Prior to final payment, an appropriate Change Order shall be issued to reflect actual amounts due the CONTRACTOR on account of work covered by allowances, and the contract price shall be correspondingly adjusted.

## 11.7 UNIT PRICE WORK

### A. Contract Price:

1. Initial Contract Price: Where the Contract Documents provide that all or part of the work is to be unit price work, the contract price shall initially include, for all unit price work an amount equal to the sum of the established unit prices for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of unit price work are not guaranteed. They are solely for the purpose of comparing Bids and determining an initial contract price.
2. Actual Contract Price: The actual contract price shall be established when CONTRACTOR accepts final payment from OWNER. Determinations of the actual quantities and classifications of unit price work performed by CONTRACTOR will be made by ENGINEER in accordance with Article 9.7.

B. Overhead and Profit: Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item and no additional payment for overhead or profit will be claimed or paid.

C. Quantity of Unit Price Work: An increase in the quantity of any unit price work which does not involve any basic change in the nature or conditions of the work will be paid for at the unit prices. Where work alterations increase, diminish or eliminate any of the unit price work, CONTRACTOR shall be paid for the work actually done and materials supplied at the unit prices. Unit prices which have not been set as stated in Paragraph 11.7N above shall be adjusted to comply with said paragraph before payment for such changes is made.

D. Adjusting Contract Price: If a claim is made to the ENGINEER, which states the quantity of an item of unit price work performed by the CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement, and if CONTRACTOR or OWNER believes that an increase or a decrease of expenses as a result thereof has occurred, CONTRACTOR or OWNER may claim for an increase or decrease in the contract price if:

1. there is an enlargement or reduction of the work under the original Contract Documents by more than 25 percent; or
2. there is an increase or decrease or more than 25 percent in the initial contract price; or
3. there is an increase or decrease or more than 25 percent in the quantity of a major unit price item of work.

Notwithstanding the foregoing, the OWNER and the CONTRACTOR shall be entitled to claim a cost increase or decrease only for that portion of the cost of the work which exceeds 25 percent.

E. Adding Unit Price Work to the Contract Documents: If new, additional, or unforeseen work or material is required which, due to the nature or conditions of the work, or locations, does not conform to the quantities and classifications of unit price work provided for in the Contract Documents, then such work or material will be considered as additional work. The work shall be executed by the CONTRACTOR, in the manner and under the quantities and classifications of unit price work set forth

in a Change Order which will be entered into between the OWNER and the CONTRACTOR.

## **11.8 FORCE ACCOUNT WORK (COST OF THE WORK PLUS CONTRACTOR'S FEE)**

- A. In General: When contract price adjustments cannot be agreed upon in advance of additional work requested by ENGINEER, OWNER may require CONTRACTOR to do such work on a force account basis.
- B. Determining Contract Price Adjustment: The value of the force account work shall be determined in accordance with Paragraph 11.3A.3.
- C. OWNER Furnished Materials: OWNER reserves the right to furnish part or all materials or equipment and CONTRACTOR shall have no claim for profit on the cost of such material or equipment so furnished.

# **PART 12 CHANGE OF CONTRACT TIME**

## **12.1 CONTRACT TIME ADJUSTMENT**

- A. In General: The Contract Time or milestones may only be changed by a Change Order. No claim for an adjustment in the Contract Time or milestones will be valid if not submitted in accordance with requirements of this Article 12.1.
- B. Preliminary Written Notice: Except for delays due to weather, any claim for an extension or shortening of the Contract Time shall be based on a preliminary written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim.
- C. Deadline for Submitting Claim Data Notice: Final notice of the extent of the claim with supporting data shall be delivered within 60 days after such occurrence. ENGINEER may allow an additional period of time to ascertain more accurate data in support of the claim.
- D. Acknowledgement: The final notice shall be accompanied by CONTRACTOR's written statement that the amount claimed is the entire adjustment to which the CONTRACTOR has reason to believe the CONTRACTOR is entitled as a result of the occurrence of said event.
- E. No Time for lack of Submittal: No time extensions will be allowed in the progress of the work attributable to CONTRACTOR's failure to make submittals required by Article 2.5.
- F. All Claims Determined by ENGINEER: All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with Paragraph 9.8A if OWNER and CONTRACTOR cannot otherwise agree.

## **12.2 DELAY NOT CAUSED BY CONTRACTOR**

- A. Delays caused by war, public enemy or acts of God shall be considered just cause for OWNER to grant time extensions.
- B. CONTRACTOR shall be granted time extensions for which liquidated damages will not be claimed when the delay is determined to be caused by the OWNER, other CONTRACTORS or utility companies working at OWNER's request, except when

such delays are the result of CONTRACTOR's own lack of project coordination or work effort.

### **12.3 DELAYS RELATED TO WEATHER**

- A. Delays related to weather shall only be reviewed or considered by ENGINEER after 90 percent or more of the Contract Time has been expended.
- B. In requesting weather time CONTRACTOR shall:
  1. Submit all weather data to ENGINEER, and
  2. Provide a written explanation of how weather prevented work on an item on the progress schedule's critical path.
- C. The OWNER shall grant additional time for weather delays if OWNER finds:
  1. Both the amount and length of inclement weather were excessive or unexpectedly severe for the time and season the work was scheduled to be performed.
  2. The inclement weather prevented work pursuant to a scheduled critical path item of work. If the CONTRACTOR's progress schedule during the inclement weather does not show the anticipated critical path, ENGINEER will judge which activities were critical; and
  3. Appropriate measures were taken by the CONTRACTOR to mitigate the effects of inclement weather.
- D. No time will be granted if the work claimed to have been delayed would not have been on the critical path except for earlier delays caused by CONTRACTOR.
- E. No time extensions will be granted for weather delay outside of the Contract Time period or the punch list time period.

## **PART 13 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### **13.1 NOTICE OF DEFECTS**

- A. Prompt notice of all defective work of which OWNER or ENGINEER have actual knowledge will be given to CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Part 13.

### **13.2 ACCESS TO WORK**

- A. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

### **13.3 TESTS AND INSPECTIONS**

- A. In General:
  1. Determining Contract Compliance and Acceptance: testing, or work for determining contract compliance shall be performed by CONTRACTOR. OWNER anticipates performing tests and Inspections or having tests and Inspections performed as part of its acceptance procedure.

2. CONTRACTOR Furnish Labor: CONTRACTOR shall furnish, at no additional cost to the OWNER, such labor as may be required to enable a thorough Inspection and culling of all materials.
3. CONTRACTOR Furnish Samples: Upon ENGINEER's request, CONTRACTOR shall furnish to ENGINEER such samples of materials as proposed to be used, in sufficient amounts as required to make proper tests.
4. Notice, 24 Hours: CONTRACTOR shall give ENGINEER at least 24 hours notice of readiness of the work for all required observations, tests and Inspections.

B. Inspections, Tests and Retests:

1. If ENGINEER determines that material or equipment fails the contract requirements, ENGINEER may reject such material or equipment, or accept such as defective work in accordance with Article 13.8.
2. Inspection and testing of materials and equipment made by ENGINEER shall not release or relieve CONTRACTOR from compliance with the Contract Documents.
3. Any re-Inspection and retesting of work or materials rejected by ENGINEER after the initial testing or Inspection shall be at CONTRACTOR's expense until a retest meets the requirements of the Contract Documents.

C. Costs of Inspections Assessable to:

1. If laws or regulations of any public body having jurisdiction require any work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of Inspection, testing or approval.
2. CONTRACTOR shall be responsible for and shall pay all costs in connection with any Inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a supplier of materials or equipment proposed to be incorporated in the work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the work. Adequate facilities shall be furnished free of charge to make the necessary Inspection. ENGINEER assumes no obligation to observe materials at the source of supply nor does such Inspection assure conformance to the Contract Documents.
3. The cost of all Inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified in the supplementary conditions).

#### 13.4 DEFECTIVE WORK

A. Any work or materials not in accordance with the Contract Documents that may be discovered before work completion shall be corrected at no additional cost to the OWNER upon notification by the ENGINEER. Failure on the part of ENGINEER to discover, condemn or reject materials or work shall not be construed to imply acceptance of the same should their noncompliance become evident before or after work completion. It is expressly understood that nothing in this paragraph waives any of the OWNER's rights under the guarantee provision of this Part 13.

- B. Work may be judged defective by ENGINEER regardless of cause, except when such defect or failures are the result of ENGINEER's design deficiencies, acts of God, misuse by OWNER, or due to vandalism.
- C. CONTRACTOR shall immediately remove all rejected materials and equipment from the premises and to such a point distant therefrom as ENGINEER may require.

### **13.5 UNCOVERING WORK**

- A. If any work is covered contrary to ENGINEER's written request, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and be recovered at CONTRACTOR's expense.
- B. If ENGINEER considers it necessary or advisable that covered work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, Inspection or testing as ENGINEER may require, that portion of the work in question. CONTRACTOR shall furnish all necessary labor, material and equipment.
  - 1. If it is found that such work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, Inspection and testing and of satisfactory reconstruction, including, but not limited to, fees and charges of ENGINEERS, architects, and other professionals. If OWNER accepts such defective work, OWNER shall be entitled to an appropriate decrease in the contract price. If the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Part 11 of these general conditions.
  - 2. If such work is not found to be defective, CONTRACTOR shall be allowed an increase in the contract price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, Inspection, testing and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Parts 11 and 12.

### **13.6 CORRECTION OR REMOVAL OF DEFECTIVE WORK BY CONTRACTOR**

- A. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by ENGINEER, remove it from the site and replace it with non-defective work. No rejected material, the defects of which have been subsequently corrected, shall be used in the work unless approval in writing has been given by the ENGINEER. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to, fees and charges of OWNER, ENGINEERS, architects, and other professionals) made necessary thereby.

### **13.7 CORRECTION PERIOD**

- A. If any portion of the work is found to be defective within 1 year after the **date of substantial completion**, CONTRACTOR shall correct it or replace it with non-defective work. The 1 year correction period may be superseded by such longer

period of time as prescribed in the Contract Documents or by special guarantee terms required by the Contract Documents.

- B. If CONTRACTOR fails to correct defective work within 15 days after rejection or notice by OWNER or ENGINEER, or in an emergency where notice and delay would cause serious risk of loss or damage, OWNER may have the defective work corrected or removed and replaced. The CONTRACTOR and CONTRACTOR's surety shall be liable for and pay for all direct, indirect and consequential costs of such correction or removal and replacement by OWNER (including, but not limited to, fees and charges of ENGINEERS, architects and other professionals).
- C. In circumstances where a portion of the work or a particular item of equipment is placed in continuous service before substantial completion of all the work, the correction period for that work or item may start from an earlier date if so provided in the Contract Documents or by Change Order.
- D. If material or equipment fails during the one year correction period or during its warranty or guarantee period and is therefore repaired or replaced by CONTRACTOR, the one year correction period or the warranty or guarantee period shall be extended by the CONTRACTOR for such repair or replacement from the date of such repair or replacement for a length of time equal to the original one year correction period or warranty or guarantee period.

### **13.8 ACCEPTANCE OF DEFECTIVE WORK**

- A. Acceptance is OWNER's Choice: OWNER may accept defective work instead of requiring correction or removal and replacement. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to ENGINEER's evaluation of and determination to accept such defective work (such costs to be approved by ENGINEER as to reasonableness and may include, but are not limited to, fees and charges of ENGINEERS, architects, and other professionals).
- B. Decrease in Contract Price: If acceptance of defective work occurs prior to final payment, a Change Order will be issued in the case of lump sum work, or in the case of unit price work, the quantities will be adjusted accordingly. Any necessary revisions in the Contract Documents with respect to the work will be described and the OWNER shall be entitled to an appropriate decrease in the contract price. If the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Part 11.
- C. Acceptance is Not a Waiver of OWNER's Rights: OWNER's acceptance of defective work shall not release or relieve CONTRACTOR from warranty and guarantee provisions of this Part 13.

### **13.9 OWNER MAY CORRECT DEFECTIVE WORK**

- A. Notice: OWNER may correct and remedy any work deficiency:
  - 1. If CONTRACTOR fails after 15 days' written notice of ENGINEER to proceed to correct defective work or to remove and replace rejected work as required by ENGINEER in accordance with Article 13.6; or
  - 2. If CONTRACTOR fails to perform the work in accordance with the Contract Documents; or,

- 3. If CONTRACTOR fails to comply with any other provision of the Contract Documents.
- B. OWNER to Expedite Work: In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may:
  - 1. Exclude CONTRACTOR from all or part of the site;
  - 2. Take possession of all or part of the work, and suspend CONTRACTOR's services related thereto;
  - 3. Take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site; and
  - 4. Incorporate in the work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere.
- C. CONTRACTOR to Allow Access: CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this Article.
- D. Direct, Indirect and Consequential Costs: All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount determined to be reasonable by ENGINEER. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the work and the OWNER shall be entitled to an appropriate decrease in the contract price. Such direct, indirect and consequential costs will include, but not be limited to, fees and charges of ENGINEERS, architects and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective work.
- E. CONTRACTOR Can Appeal: CONTRACTOR may appeal OWNER's claim in accordance with the dispute resolution process established in the Agreement.
- F. Contract Time Extension: CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by OWNER of OWNER's rights and remedies.

## PART 14 PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.1 BASIS FOR PROGRESS PAYMENTS

- A. Lump Sum Work: The schedule of values (as defined in Paragraph 2.5B.3. and established as provided in Article 2.7) will serve as the basis for progress payments and will be incorporated into an Application for Payment form acceptable to ENGINEER.
- B. Unit Price Work: Progress payments will be based on the number of units completed.

### 14.2 APPLICATION FOR PROGRESS PAYMENTS

- A. Once a Month: Progress payments shall not be processed more often than once a month.
- B. Contents of Applications: **To request payment, CONTRACTOR shall submit to ENGINEER a signed Application for Payment, utilizing form attached as Exhibit A to General Conditions**, which accurately reflects the work completed as of the date of the application and which is accompanied by such supporting

documentation as is required by the Contract Documents. Completed Quantities shall be in whole units and total of all billings shall not exceed one hundred percent (100%) of any Bid Item.

1. Such application may include requests for payment on account of changes in the Work which have been properly authorized by Work Directive Changes but not yet included in a Change Order, if such request does not exceed the current Contract Price.
2. Such applications may not include requests for payment of amounts the CONTRACTOR does not intend to pay to a Subcontractor or Supplier because of dispute or other reason.

C. Materials and Equipment Supplied but Not Installed: Payment may be made for materials and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing if the CONTRACTOR satisfies the following requirements:

1. A bill of sale, invoice or other documentation shall be attached to the application warranting that OWNER has received the materials and equipment free and clear of all liens.
2. Evidence shall be provided which indicates the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein.
3. All documentation shall be satisfactory to the ENGINEER.

D. Withholding of Payment: The OWNER reserves the right to withhold the first and all subsequent partial payments due the CONTRACTOR until submittals listed in Paragraph 2.5B are submitted in a form acceptable to the ENGINEER.

E. Retainage: The amount of retainage (if any) with respect to progress payments will be as stipulated in the Agreement or supplementary conditions.

#### **14.3 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT**

A. CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to OWNER no later than the time of payment free and clear of all liens or other claims.

#### **14.4 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT**

A. Submittal: ENGINEER will, within 10 days after receipt of each Application for Payment, either process the application or return the application to CONTRACTOR indicating reasons for refusing to approve payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the application. Within 30 days after presentation of an approved Application for Payment, the amount approved will (subject to the provisions of Paragraph 14.4C) be paid by OWNER to CONTRACTOR.

B. ENGINEER May Reject Submission: ENGINEER may refuse to approve the whole or any part of any payment if, in ENGINEER's opinion:

1. the work is unsafe or inaccessible and therefore ENGINEER cannot determine if the work is acceptable;

- 2. the work is defective, or completed work has been damaged requiring correction or replacement;
- 3. the OWNER has been required to correct defective work or complete work in accordance with Article 13.9;
- 4. the ENGINEER has actual knowledge of the occurrence of any of the events enumerated in Article 15.2; or
- 5. Subsequently discovered evidence, or the results of subsequent tests, nullify any payments previously made.

C. OWNER May Reject Submission: OWNER may refuse to make payment of the full amount because:

- 1. claims have been made against the OWNER on account of CONTRACTOR's performance or furnishing of the work;
- 2. liens or claims have been filed in connection with the work and remain unsatisfied more than 45 days;
- 3. there are other items (e.g. pay reductions for defective work) entitling OWNER to an off-set against the amount recommended, and OWNER has given CONTRACTOR written notice stating the reasons for such action;
- 4. the OWNER does not have in its possession an accurate updated construction progress schedule; or
- 5. subsequently discovered evidence, or the results of subsequent tests, nullify any payments previously made to the extent necessary, in ENGINEER's opinion, to protect OWNER from loss.

#### **14.5 SUBSTANTIAL COMPLETION**

- A. CONTRACTOR to Certify Work is Substantially Complete: When CONTRACTOR considers the work (or portion thereof) ready for its intended use, CONTRACTOR shall certify in writing to ENGINEER that the work (or portion thereof) has been completed in accordance with the Contract Documents. CONTRACTOR shall include in such written certification a list of any items not finished.
- B. ENGINEER to Review CONTRACTOR's Certifications: Within five (5) days after ENGINEER receives CONTRACTOR certification and list of work items not finished, ENGINEER will issue written notice either agreeing the work is substantially complete or stating reasons why the work is not substantially complete.
- C. Final Inspection: If substantially complete, ENGINEER shall within a reasonable time, schedule a Final Inspection preparatory to writing the Final Inspection punch list.
- D. OWNER's Rights: OWNER shall have the right to exclude CONTRACTOR from the work after the date of substantial completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the Final Inspection punch list.

#### **14.6 PARTIAL UTILIZATION**

- A. In General: No occupancy or separate operation of part of the work will be accomplished prior to execution of a Change Order between OWNER and CONTRACTOR which fully describes the liability between OWNER and CONTRACTOR in respect of property insurance.

- B. Part of the Work is Substantially Complete: Any finished part of the work may be used by the OWNER prior to substantial completion of all of the work if:
  - 1. the part of the work has specifically been identified in the Contract Documents; or
  - 2. the ENGINEER and the CONTRACTOR agree the finished parts constitute a completed separately functioning and usable part of the work which can be used without significantly interfering with CONTRACTOR's performance of the remainder of the work.
  - 3. the OWNER requests in writing that the OWNER is to be permitted to use any such part of the work, and
  - 4. the CONTRACTOR agrees any finished part of the work may be used by the OWNER prior to substantial completion of all of the work. CONTRACTOR will certify in writing to OWNER that said part of the work is ready for its intended use and is substantially complete.
- C. Part of the Work is Not Substantially Complete: Any unfinished part of the work may be used by the OWNER prior to substantial completion of all of the work if:
  - 1. the OWNER has requested in writing that it is to be permitted to take over operation of any part of the work although it is not substantially complete.
  - 2. the CONTRACTOR and the ENGINEER have made an Inspection of that part of the work to determine its status of completion and they have prepared a list of the items remaining to be completed or corrected thereon before final payment;
  - 3. the CONTRACTOR does not object to OWNER taking over that part of the work which is not ready for separate operation by OWNER.
  - 4. the ENGINEER has prepared and delivered to the CONTRACTOR a list of items to be completed or corrected.
  - 5. the ENGINEER has prepared written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety maintenance, utilities, insurance, warranties and guarantees for that part of the work, which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing); and
  - 6. during such operation and prior to substantial completion of such part of the work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list provided by the ENGINEER and to complete other related work.
- D. CONTRACTOR to Have Access: During OWNER's occupancy and operation within said part of the work, OWNER shall allow CONTRACTOR access to complete or correct items on the above-referenced list and to complete other related work.

#### 14.7 FINAL INSPECTION

- A. When ENGINEER agrees the work (or portion of the work) is substantially complete, ENGINEER will make Final Inspection. ENGINEER will prepare a Final Inspection punch list and will deliver such list to CONTRACTOR in writing.
- B. Except for hidden or latent defects, damage due to punch list rework, fraud, gross mistakes amounting to fraud, or work required by the Contract Documents, the list shall be considered complete and final.

C. Delivery of the Final Inspection punch list or accomplishment of the work thereon by CONTRACTOR does not relinquish any of the OWNER's rights under the CONTRACTOR's warranty and guarantee.

#### **14.8 FINAL APPLICATION FOR PAYMENT**

- A. In General: After CONTRACTOR has completed all punch list work to the satisfaction of ENGINEER and after ENGINEER has indicated that the work is acceptable (subject to the provisions of Article 14.10), CONTRACTOR may follow the procedures for progress payments and make application for final payment.
- B. Submittals Required for Final Payment: final payment (including any remaining retained money) shall not become due until CONTRACTOR submits all documentation called for in the Contract Documents and the following:
  1. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the OWNER or the OWNER's property might be responsible or encumbered, have been paid or otherwise satisfied;
  2. a current or additional certificate evidencing that insurance required by the Contract Documents, which is to remain in force after final payment, is currently in effect and will not be canceled or allowed to expire until OWNER has been given at least 30 days prior written notice, by certified mail, return receipt requested.
  3. a written statement that the CONTRACTOR knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
  4. if previously requested by CONTRACTOR's surety, consent of surety to final payment;
  5. a certificate of occupancy if required by law, regulation or Contract Documents;
  6. all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of Inspection, marked up record documents (Article 6.11) and other documents required by the Contract Documents; and
  7. if required by the OWNER, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the contract, to the extent and in such form as may be designated by the OWNER. If a subcontractor refuses to furnish a release or waiver required by the OWNER, the CONTRACTOR shall furnish a bond satisfactory to the OWNER to indemnify the OWNER against such claim. If such claims remain unsatisfied after payments are made, CONTRACTOR shall refund to the OWNER all money that the OWNER may be compelled to pay in discharging such liens or claims, including all costs and reasonable fees and charges.

#### **14.9 FINAL PAYMENT AND ACCEPTANCE**

- A. ENGINEER's Determination: ENGINEER shall review CONTRACTOR's final Application for Payment and, based upon ENGINEER's observation of the work during construction and Final Inspection, submission by CONTRACTOR of all required documentation and determination of CONTRACTOR's compliance with the

Contract Documents, either forward the application to OWNER for payment or return it to CONTRACTOR.

B. Work Has Been Completed: When forwarding the application to OWNER, ENGINEER shall state in writing that the work is acceptable, subject to the provisions of Article 14.10.

C. Work Has Not Been Completed: If the work has not been completed, ENGINEER will return the application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment. CONTRACTOR shall make the necessary corrections and resubmit the application. Unless indicated otherwise in the Contract Documents, and subject to provisions of Paragraph 14.4B, 40 days after presentation to ENGINEER of the application and accompanying documentation, and with ENGINEER's recommendation and notice of acceptability, the amount requested by CONTRACTOR and confirmed by ENGINEER will become due and owing by OWNER to CONTRACTOR.

D. Delays Not CONTRACTOR's Fault: If after substantial completion of the work, final completion is materially delayed through no fault of CONTRACTOR, or by issuance of Change Orders affecting final completion, CONTRACTOR may submit final Application for Payment as stated above. Upon ENGINEER's recommendation, OWNER may, without terminating the Construction Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be deemed a final payment, except that it shall not constitute a waiver of claims.

#### **14.10 WAIVER OF CLAIMS**

A. The making and acceptance of final payment constitutes:

1. a waiver of all claims by OWNER against CONTRACTOR, except from unsettled liens, claims from defective work appearing after Final Inspection pursuant to Article 14.7 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein. Further, however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents or of claims which have been specifically reserved by the OWNER; and
2. a waiver of all claims by CONTRACTOR under the Contract Documents except those previously made in writing and still unsettled, or remaining in dispute after processing as required by Article 9.8.

#### **14.11 POST CONSTRUCTION CONFERENCE**

A. *Within 20 days after the CONTRACTOR has completed all Punch List work to the satisfaction of the ENGINEER and after the ENGINEER has indicated that the work is acceptable, but prior to final application for payment, the CONTRACTOR shall attend a conference with the ENGINEER and others:*

1. *to discuss the project's successes and failures;*
2. *to discuss project procedures;*
3. *to discuss change orders or work directives from the project;*
4. *to discuss retainage and final payment;*
5. *to discuss procedures pertaining to the processing of payments;*
6. *to discuss the submittal of the "as-builts"; and*

- 7. *to review or discuss other items deemed necessary by ENGINEER or CONTRACTOR.*
- B. *The conference will be held at a mutually agreed time and place attended by CONTRACTOR, its superintendent and its subcontractors as appropriate. Other attendees will be:*
  - 1. *ENGINEER and/or resident project representative;*
  - 2. *representatives of OWNER;*
  - 3. *governmental representatives, as appropriate;*
  - 4. *others as requested by CONTRACTOR, OWNER or ENGINEER.*
- C. *The purpose of the conference is to review the project's successes and shortcomings, and to discuss improvements for future projects and improved communications.*
- D. *ENGINEER will preside at the post-construction conference and will arrange for recording and distributing minutes to all persons in attendance.*

## PART 15 SUSPENSION OF WORK AND TERMINATION

### 15.1 OWNER MAY SUSPEND WORK

- A. **Notice:** By written notice to the CONTRACTOR, the OWNER shall have the authority to suspend the work or any portion thereof for a period of not more than 160 days upon the occurrence of any one or more of the following events:
  - 1. if the work is defective;
  - 2. if CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment;
  - 3. if CONTRACTOR fails to furnish or perform the work in such a way that the completed work will conform to the Contract Documents; or
  - 4. the occurrence of unsuitable weather or other such conditions ENGINEER considers unfavorable for suitable prosecution of the work.
- B. **Suspension Shall Not Benefit CONTRACTOR:** This right of OWNER to stop the work shall not give rise to any duty on the part of OWNER or ENGINEER to exercise this right for the benefit of CONTRACTOR or any other party.
- C. **Safe, Secure and Smooth Site:** If work is suspended by the OWNER, the CONTRACTOR shall do work necessary to provide a safe and secure site. If pedestrian or vehicular access is required, a smooth and unobstructed passageway shall be provided through the construction site. In the event the CONTRACTOR fails to perform this work, the OWNER may perform such work and the cost thereof will be deducted from money due or to become due the CONTRACTOR.
- D. **Contract Time During Suspension:** If a suspension of work is ordered by OWNER or ENGINEER because the CONTRACTOR refuses or fails to comply with the Contract Documents, the days on which the suspension order is in effect shall be considered as part of the Contract Time. Such suspension of work shall not release or relieve the CONTRACTOR from the CONTRACTOR's responsibilities set forth in the Contract Documents.
- E. **Resumption of the Work:** the suspended work shall be resumed on the date fixed by ENGINEER, which date shall be the earlier of 120 days after the issuance of the suspension order or the date all of the conditions cited in the order are satisfied.

F. Work Suspension claims: Except as listed below, CONTRACTOR shall be allowed an increase in the contract price or an extension of the Contract Time, or both, if CONTRACTOR makes an approved claim as provided for in Parts 11 and 12.

1. Any work done during the suspension of the work will not be accepted and paid for unless approved in writing by the ENGINEER.
2. There shall be no claim against or liability on the part of the OWNER and ENGINEER for failure on the part of the CONTRACTOR to comply with the Contract Documents.

## 15.2 OWNER MAY TERMINATE

A. Notice, and Reason Therefore: OWNER may terminate the services of the CONTRACTOR and exclude the CONTRACTOR from the site after giving CONTRACTOR and the surety 10 days written notice. Such termination by OWNER may result from the occurrence of any one or more of the following events:

1. if a petition is filed against CONTRACTOR under any chapter of the bankruptcy code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency, and if such involuntary petition remains unsatisfied for more than 30 days.;
2. if CONTRACTOR makes a general assignment for the benefit of creditors;
3. if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;
4. if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;
5. if CONTRACTOR fails to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under Paragraph 2.7A.1. as revised from time to time);
6. if CONTRACTOR disregards laws or regulations of any public body having jurisdiction;
7. if CONTRACTOR disregards the authority of ENGINEER; or
8. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

B. Completion of Work by Others: OWNER may, to the extent permitted by laws and regulations, either allow the surety to complete the work or take possession of the work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to complete the work (without any liability to CONTRACTOR for trespass or conversion). OWNER may incorporate in the work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the work as ENGINEER may deem expedient. CONTRACTOR shall cooperate in any way necessary to allow the work to be completed.

C. Adjustment to Cost of the Work:

1. Upon terminating the services of the CONTRACTOR, the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. Final payment to CONTRACTOR or CONTRACTOR reimbursement to the OWNER shall be as follows:
  - a. if unpaid balance of the contract price exceeds the direct, indirect and consequential costs of completing the work (including, but not limited to, fees and charges of ENGINEERS, architects, and other professionals), such excess will be paid to CONTRACTOR; and
  - b. if the direct, indirect and consequential costs of completing the work exceed the unpaid balance, CONTRACTOR and the surety shall be liable to pay the OWNER for such costs exceeding the unpaid balance.
2. Such direct, indirect and consequential costs incurred by the OWNER to complete the work will be incorporated in a Change Order. To secure such a Change Order, when exercising any rights or remedies under this paragraph ENGINEER shall not be required to obtain the lowest price for the work to be performed.

D. Waiver of Any Default: Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract Documents shall not be construed to be a modification of the Contract Documents, unless stated to be such in a Change Order, signed by OWNER.

E. Termination Will Not Affect Any Right or Remedies: Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. An retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

F. Termination for OWNER's Convenience: Upon 10 days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the construction contract. In such case, CONTRACTOR shall be paid for all work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs *less OWNER's costs*. Anticipated profit upon terminated work shall not be included as part of CONTRACTOR's termination costs.

### 15.3 TERMINATION OF WORK BY CONTRACTOR

A. In General: If the work is stopped for a period of more than 120 days through no act or fault of the CONTRACTOR or CONTRACTOR's agents or employees or any other persons performing portions of the work under contract with any of the above, the CONTRACTOR may terminate the Construction Contract in accordance with 15.3B herein for any of the following reasons:

1. the OWNER has persistently failed to fulfill fundamental OWNER's obligations under the Contract Documents with respect to matters important to the progress of the work;
2. issuance of an order of a court or other public authority having jurisdiction, except that where the CONTRACTOR has standing, the CONTRACTOR must cooperate in efforts to stay or appeal such order;

- 3. an act of government, such as a declaration or national emergency, making necessary materials unavailable; or
- 4. unavoidable casualties or other similar causes as acts of God or of the public enemy, acts of the state or federal government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather which materially interfere with CONTRACTOR's ability to complete the work, but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR or anyone for whom the CONTRACTOR may be liable.
- B. Notice: If one of the reasons for termination in 15.3A still exists after the CONTRACTOR gives an additional 10 days written notice to the ENGINEER, the CONTRACTOR may terminate the Construction Contract and recover from the OWNER payment for work executed and for proved loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead. Anticipated profit on work not performed shall not be allowed.
- C. Continuing the Work: the provisions of 14.2A and 15.3B shall not release or relieve the CONTRACTOR from CONTRACTOR's obligation under Article 6.15 to carry on the work in accordance with the progress schedule and without delay during disputes and disagreements with the OWNER.

## PART 16 DISPUTE RESOLUTION

### 16.1 APPEALS PROCESS

- A. Any written decision rendered by ENGINEER pursuant to Paragraph 9.8A may be appealed by CONTRACTOR. Such appeal may be taken from any such decision in accordance with any provisions provided in the Agreement or supplementary conditions concerning dispute resolution and with applicable laws and regulations.
- B. During any such appeal, OWNER may issue a work directive change requiring the CONTRACTOR to perform such disputed work and to continue the work as provided in Article 6.15.
- C. No demand for dispute resolution of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with Paragraph 9.8A will be made until (a) the ENGINEER has rendered a written decision or (b) by the 31<sup>st</sup> day after the claim, dispute or other matter was presented to the ENGINEER.
- D. No demand for dispute resolution of any claim dispute or other matter will be made later than 30 days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with Paragraph 9.8; and the failure to demand dispute resolution within said 30 days' period will result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR.
- E. If the ENGINEER renders a decision after dispute proceedings have been initiated, such decision may be entered as evidence but will not supersede the dispute resolution proceedings, except where the decision is acceptable to the parties concerned.
- F. No demand for dispute resolution of any written decision of ENGINEER rendered in accordance with Paragraph 9.8 will be made later than 10 days after the party making

such demand has delivered written notice of intention to appeal as provided in paragraph 9.7.

G. Notice of the demand for dispute resolution will be filed in writing with the ENGINEER. The demand for dispute resolution will be made within the 30 day or 10 day period specified in Paragraph 16.1C and 16.1F as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

## **PART 17 MISCELLANEOUS**

### **17.1 GIVING NOTICE**

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly received if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or it is received by registered or certified mail, postage prepaid or by facsimile.
- B. Notices sent as required by paragraph 17.1A shall be effective on the date on which such notice was sent.
- C. Facsimile notice shall be effective on the date of transmission provided that a confirmation establishing the successful transmission of the notice is sent by first-class mail, postage prepaid, along with a copy of the notice transmitted, no later than 24 hours after the facsimile notice is transmitted.
- D. If any notice requires a period of less than seven (7) days for response, the notice shall be sent by facsimile.
- E. Sureties shall receive notice at the business addresses shown on the Bonds.
- F. CONTRACTOR shall receive notice at the business address shown on the Agreement.

### **17.2 COMPUTATION OF TIME**

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by laws or regulations, such day will be omitted from the computation.

### **17.3 NOTICE OF CLAIM TIME LIMITS**

- A. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

### **17.4 CUMULATIVE REMEDIES**

A. The duties, obligations, rights and remedies imposed by these general conditions are in addition to any right and remedies available to OWNER and CONTRACTOR under available laws or regulations, special warranty or special guarantee. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Construction Contract.

END OF DOCUMENT

## EXHIBIT A

Project Name:					Pay Request #:								
Contract #:					Billing Period:								
Contract To:													
Address:													
BID ITEM	DESCRIPTION	BID UNIT	BID QUANTITY	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QUANTITIES	BILLINGS TO DATE	COMPLETED QUANTITIES	DUE THIS BILLING	COMPLETED QUANTITIES	BILLINGS TO DATE	PERCENT COMPLETE	
1	REMOVE CONCRETE FLATWORK (VARIOUS THICKNESS)	SF	300										
2	INSTALL 4" CONCRETE SIDEWALK/FLATWORK	SF	4500										
3	INSTALL 6" CONCRETE SIDEWALK/FLATWORK	SF	5500										
4	R/R 6' DRIVE APPROACH	SF	1500										
5	R/R TYPE A CURB AND GUTTER	LF	100										
6	INSTALL TYPE "P" CURB	LF	200										
7	INSTALL ADA/UDOT APPROVED 2X4 FT DIRECTIONAL DETECTABLE WARNING SURFACE (COLOR GREY)	EACH	2										
8	INSTALL ADA/UDOT APPROVED 2X4 FT RADIUS DETECTABLE WARNING SURFACE (COLOR GREY)	EACH	1										
9	SAWCUT CONCRETE (VARIOUS THICKNESS)	LF	180										
10	SAWCUT ASPHALT (VARIOUS THICKNESS)	LF	100										
11	ADDITIONAL ASPHALT PATCHING - 3" DEPTH MIN	TN	10										
12	REMOVE TREE (LESS THAN 6" DI)	EACH	1			0.00	\$0.00		\$0.00	0.00	\$ -	0%	
13	TREE ROOT CUTTING	HR	20			0.00	\$0.00		\$0.00	0.00	\$ -	0%	
14	GRANULAR BORROW	TN	30										
15	BASE COURSE	TN	30										
16	TOP SOIL	TN	30										
17	INSTALL SOD	SF	500										
18	MOBILIZATION	LUMP	1										
19	TRAFFIC CONTROL	LUMP	1			0.00	\$0.00		\$0.00	0.00	\$ -	0%	
20	SURVEY	LUMP	1			0.00	\$0.00		\$0.00	0.00	\$ -	0%	
21	QUALITY CONTROL	LUMP	1			0.00	\$0.00		\$0.00	0.00	\$ -	0%	
22	ROAD EXCAVATION (PLAN QUALITY)	CY	100			0.00	\$0.00		\$0.00	0.00	\$ -	0%	
23	RELOCATE BOULDERS (DI 3')	EACH	10			0.00	\$0.00		\$0.00	0.00	\$ -	0%	
24	REINFORCED JUNCTION BOX CAP	EACH	1										
25	REMOVE OLD STORM DITCH JUNCTION BOX ( 4.5'X4.5' )	EACH	3			0.00	\$0.00		\$0.00	0.00	\$ -	0%	
26	STORM DRAIN 18" PIPE WORK	LF	4										

### Serge Simmons River Restoration Project

#### General Conditions

**EXHIBIT B**  
**OGDEN CITY ENGINEERING**  
**CONTRACT CHANGE ORDER REQUEST FORM**

Change Order No. 1			Contractor:																																																																		
Date:			Project:																																																																		
PO:			PA No.:																																																																		
Funding Account(s):			Contract No.:																																																																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Item No.</th> <th>Bid Item No.</th> <th>Description</th> <th>Est Qty</th> <th>Unit</th> <th>Unit Price</th> <th>Amount</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>\$0.00</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td colspan="3"><b>Sub Total for Bid Items</b></td><td></td><td></td><td></td><td><b>\$0.00</b></td></tr> <tr><td colspan="7"><b>Additional Items</b></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>\$0.00</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td colspan="3"><b>SUB TOTAL FOR ADDITIONAL ITEMS</b></td><td></td><td></td><td></td><td><b>\$0.00</b></td></tr> <tr><td></td><td></td><td>Total Changes</td><td></td><td></td><td></td><td><b>\$0.00</b></td></tr> </tbody> </table>							Item No.	Bid Item No.	Description	Est Qty	Unit	Unit Price	Amount							\$0.00								<b>Sub Total for Bid Items</b>						<b>\$0.00</b>	<b>Additional Items</b>													\$0.00								<b>SUB TOTAL FOR ADDITIONAL ITEMS</b>						<b>\$0.00</b>			Total Changes				<b>\$0.00</b>
Item No.	Bid Item No.	Description	Est Qty	Unit	Unit Price	Amount																																																															
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		Total Changes				<b>\$0.00</b>																																																															
Original Contract Price:			Percent of Contract Price Change: <span style="color: green;">✓</span> #DIV/0!																																																																		
Net Change Increase:			0.00																																																																		
Previous Change Request(s):			0.00																																																																		
Contract Extensions:			0.00																																																																		
Original Contract Price:																																																																					
New Contract Price:																																																																					
The contract time shall be extended by <b>0 Calendar days</b> . All other terms and conditions shall remain the same.																																																																					
Change Order Justification:																																																																					
			Ogden City Corporation, A Utah																																																																		
0			Municipal Corporation																																																																		
By: _____			By: _____																																																																		
Title/Date _____			Title/Date _____ (Div Mgt/Dept Dir/CAO)																																																																		
Approving Agencies:			Attest: _____																																																																		
			City Recorder/Date																																																																		
City Engineer/Eng Mgr/ Date			Approved as to form:																																																																		
PS Director/Date			City Attorney/Date																																																																		
Comptroller			Funding Source:																																																																		
			Division Mgr																																																																		
Mgmt Serv Dir/Date																																																																					

**DOCUMENT 00 81 00**  
**MODIFICATIONS TO GENERAL CONDITIONS**  
**(Supplementary Conditions)**

- A. Section 00 72 00 (General Conditions), add to paragraph 14.2.A, subparagraph 1 to read as follows:
  1. Submittal of a progress payment application shall be the Contractor's certification that the Record Documents required per **Section 01 78 50** have been updated to reflect the work which has occurred on the project to date and records actual construction information. Engineer may verify the accuracy of such certification prior to approval of progress payment application and within the allowable 10 days review period as indicated in Article 14.4 of **Section 00 72 00** (General Conditions). Failure of the Engineer to verify certification accuracy shall not release Contractor of his obligations toward Record Drawings under the Contract.
- B. Section 00 72 00 (General Conditions), modify paragraph 14.5.A, by adding subparagraph 1 to read as follows:
  1. Written certification as to substantial completion submitted by the Contractor shall also be the Contractor's certification that the Record Documents required per Section 01785 have been updated to reflect the work which has occurred on the project to date and records actual construction information relating to the work (or portion thereof). Engineer may verify the accuracy of such certification prior to his written agreement as to the work being substantially complete. Failure of the Engineer to verify certification accuracy shall not release Contractor of his obligations toward Record Drawings under the Contract. The Engineer may deny or reject the Contractor's certification as to Substantial Completion (or portion thereof) based solely upon Contractor's failure to accurately maintain the required Record Documents.
- C. Section 01 29 00 (Payment Procedures), add paragraph D to Article 1.2 to read as follows:

**1.2 SUBMITTAL PROCEDURES**

- D. Submit certification that the Record Documents required per Section 01 78 39 have been updated to reflect the work which has occurred on the project to date and records actual construction information.

*Paragraph 13.3.c.3 of the General Conditions is hereby repealed and the following is substituted therefore.*

**13.3 TESTS AND INSPECTIONS**

- C. Costs of Inspections Assessable to:
  3. The cost of all inspections tests and approvals in addition to the above which are required by the Contract Documents shall be paid by Contractor.

END OF SECTION

# **DOCUMENT 00 90 00**

## **ADDENDA AND MODIFICATIONS**

### **PART 1                    GENERAL**

#### **1.1    PROCEDURE**

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

**END OF SECTION**

## **SECTION 01 11 00**

### **SUMMARY OF WORK**

#### **PART 1 GENERAL**

##### **1.1 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Work of this Construction Contract comprises of River Restoration work located at Weber River at Fort Buenaventura Park.
- B. A small portion of this work is performed on property owned by Union Pacific Railroad, but the closest the actual work is located approximately 200 feet away from the railroad tracks.

##### **1.2 CONTRACT METHOD**

- A. Construct the work under a single unit price contract.

##### **1.3 OWNER USE OF PREMISES**

- A. Contractor shall construct work in stages to accommodate Owner use of premises during construction.
- B. Coordinate use of premises under direction of Owner, Engineer, or Owner agent

**PART 2**                   **PRODUCTS**                   (Not Used)

**PART 3**                   **EXECUTION**                   (Not Used)

END OF SECTION

## SECTION 01 12 00 SPECIAL PROVISION

### SERGE SIMMONS BANK REPAIR AND RIVER ACCESS PROJECT WEBER RIVER – OGDEN, UTAH

*PREPARED BY:*  
RiverRestoration.org, LLC



September 11, 2024

## **SECTION 2 GENERAL CONSTRUCTION METHODS**

This section provides additional detail to the Manual of Standard Specifications (APWA, 2017) for general work necessary for the construction including, but not limited to, permits; setting up and taking down temporary offices, buildings, utilities, and sanitary facilities; equipment and materials to and from the site; and preparation of the site for construction as specified. General construction includes: Permits, Project Limits, Site Integrity, Temporary Facilities, Traffic Control, Utility Locates, Manufactured Goods, Construction Staking and Special Guarantees.

### **2.01 PROJECT LIMITS OF DISTURBANCE**

The Project Limits of Disturbance are defined in the plans. No construction-related activities or impacts shall occur outside of the project limits, excepting road access, materials acquisition and spoils haul-off and disposal, unless otherwise authorized by the OWNER in writing. Protect in place all structures, vegetation, drainages and other within the Project Limits that are not specifically identified for construction. Mark, flag and sign all Project Limits.

### **2.02 PERMITS AND REQUIREMENTS**

The CONTRACTOR shall comply with all applicable requirements set forth in all permits obtained for this project. Required permits, with associated terms and conditions, include:

**U.S. Army Corps of Engineers 404 Permit reference numbers – XXXXX**

Programmatic General Permit 10

Approval Date – XXXXX

Permit Expiration Date – XXXXXX

**Union Pacific Right of Entry Permit** – Approved by UPRR, **October 2024**.

**Ogden City Floodplain Development Permit** – Approved by Ogden City, **spring and summer 2024**. (Available upon request)

### **2.03 CONTRACTOR SUBMITTALS**

The CONTRACTOR shall submit for review by the OWNER the following plans, schedules, and documentation. All plans and documentation shall be submitted a minimum of 7 calendar days prior to beginning construction. Rejected plans and documentation shall be modified per review comments and re-submitted. Plans shall incorporate specifications and BMPs, means, methods, and materials necessary for achieving project performance, safety, and protection targets.

<b>Spec Section</b>	<b>Submittal Item</b>	<b>Date Due</b>
2.03.A	Erosion and Sediment Control (ESC) Plan	7 calendar days prior to the start of construction
2.03.B	Spill Prevention, Control and Countermeasures (SPCC) Plan	7 calendar days prior to the start of construction

Spec Section	Submittal Item	Date Due
2.03.C	Traffic Control (TC) Plan	7 calendar days prior to the start of construction
2.03.D	Care of Water (CW) Plan	7 calendar days prior to the start of construction
2.03.E	2 Week Look Ahead Construction Schedule	Each Monday by 10:00 AM
2.03.F	Construction Materials and Product forms for approval	7 calendar days prior to delivery
2.03.G	Qualified Sub-Contractors List	At start of construction. Changes/additions should be submitted 3 days prior to start of work by specific sub-contractor
2.04	Existing Conditions Documentation	Prior to the start of construction activities.

3.03	Overall Project Schedule	7 calendar days prior to the start of construction.
3.04	Bio-degradable Fluid Equipment list	Prior to the start of in-channel construction activities.

#### **4. 2.03.A: Erosion and Sediment Control (ESC) Plan**

CONTRACTOR shall submit an Erosion and Sediment Control (ESC) Plan seven (7) calendar days prior to the start of construction, which shall locate, specify and detail all proposed BMPs, means, methods, and materials used to prevent and/or control storm water site runoff and potential erosion and sediment mobilization above the OHWM including surrounding construction, dewatering and staging areas. The ESC Plan shall include a detailed narrative as well as specific Locations, Maps, and Schedules for all stages of construction, and shall identify and provide contacts for all Qualified Subcontractors and Notifications. The ESC Plan shall include BMPs, means, methods, and materials used to Protect-In-Place and maintain Vegetation, Wetlands, Riparian Corridor, Soils and Waters, and Cultural Resources on and surrounding all disturbed areas prior to and during all stages of construction. A hand marked up copy of the plans is acceptable.

#### **5. 2.03.B: Spill Prevention, Control and Countermeasure (SPCC) Plan**

CONTRACTOR shall submit a Spill Prevention, Control and Countermeasures (SPCC) Plan seven (7) calendar days prior to the start of construction, which shall detail all of the proposed BMPs, means, methods, and materials used to prevent and/or mitigate spills or other releases of fuels, chemicals, oils, sewage, and other contaminants within and surrounding all in-channel and upland construction and staging areas, and from entering Waters of the US. SPCC Plan shall include a detailed Narrative as well as specific Locations, Maps, and Schedules for all stages of construction. SPCC Plan shall identify and provide contacts for all Qualified Subcontractors, OWNER, Utah Department of Environmental Quality (UDEQ) REPRESENTATIVE, and ENGINEER. SPCC Plan shall be posted on-site at all times during construction.

A release of any chemical, oil, petroleum product, sewage, etc., which may enter waters of the State of Utah (which include surface water, ground water and dry gullies or storm sewers leading

to surface water) shall be reported to UDEQ. It is wholly the responsibility of the CONTRACTOR to identify and notify the appropriate agencies in the event of a spill or release.

Releases of petroleum products and certain hazardous substances listed under the Federal Clean Water Act (40 CFR Part 116) must be reported to the National Response Center as well as to UDEQ as required under the Clean Water Act and the Oil Pollution Act. Furthermore, contact must be made immediately, reporting any spill incident, with UDEQ, the OWNER, and ENGINEER.

## **6. 2.03.C: Traffic Control (TC) Plan**

*Meet or Exceed APWA 2017 Standard Specification 01 55 26 or as modified herein.*

CONTRACTOR shall submit a Traffic Control (TC) Plan seven (7) calendar days prior to the start of construction, to include any Roads, Parking Areas, Walking Paths, Boat Ramps, River Navigation, and Construction Access to be approved by the OWNER. The TC Plan shall detail all of the proposed BMPs, means, methods and materials used to maintain street traffic surrounding all construction and staging areas, and to isolate construction and staging areas from the public. TC Plan shall include Site Access, Traffic Control, and Public Safety plans for all stages of construction, and shall include a detailed Narrative as well as specific Locations, Maps, and Schedules. TC Plan shall identify any required approvals, licenses or permits. TC Plan shall identify and provide contacts for all Qualified Subcontractors, OWNER, ENGINEER, and 24-Hour Emergency Traffic Control Technician. No construction activities shall impede public traffic patterns prior to written approval from the OWNER. If CONTRACTOR finds it necessary to close any Paths or re-route traffic, the OWNER shall work with CONTRACTOR approve a reasonable alternative route.

## **7. 2.03.D: Care of Water (CW) Plan**

*Meet or Exceed APWA 2017 Standard Specification 01 57 00 or as modified herein.*

CONTRACTOR shall submit a Care of Water (CW) Plan seven (7) calendar days prior to the start of construction, which details all of the proposed BMPs, means, methods, and materials used to protect, manage and treat surface waters in all construction and staging areas. On-site waters could include surface waters, the river, and groundwater. The ENGINEER will provide a recommended construction sequencing strategy and typical on-site water management details in the project plans for reference; however, it is wholly the responsibility of the CONTRACTOR to design, submit for approval, and implement a comprehensive and site-specific CW Plan. The CW Plan shall include a detailed Narrative as well as specific Locations, Maps, and Schedules for all stages of construction, and shall identify and provide contacts for all Qualified Subcontractors. The CW Plan shall include a specific and detailed plan for returning on-site waters to the active channel which includes settling, pumping, and filtration methods and locations. The final accepted CW Plan shall provide a reliable means to conform to allowable construction discharge turbidity regulations and shall include methods and schedules for turbidity monitoring if required by Project permits.

## **8. 2.03.E: Two Week Look Ahead Construction Schedule**

The CONTRACTOR shall submit an updated construction Look Ahead Schedule each Monday morning by 10:00 AM during construction via email. The Look Ahead Schedule shall list activities for the next 2 weeks and should include the following:

- All forecasted tasks associated with in-channel and upland construction, mobilization, staging and access, and materials acquisition and delivery.
- Completed construction tasks
- Submittals
- Permit timeframes and deadlines
- Potential disruptions to local community/land owners that would require coordination or notification.
- Anticipated Inspections

## **9. 2.03.F: Construction Materials and Products Form**

All construction materials shall conform to the requirements detailed in project plans and specifications. All materials shall be submitted to the OWNER and ENGINEER for acceptance at least 7 calendar days prior to delivery to the construction site.

## **10. 2.03.G: List of Qualified Sub-Contractors Form**

At the start of construction, the CONTRACTOR shall submit a list of all Qualified Sub-Contractors to be used during any and all stages of Mobilization, Site Access, and Construction. The List shall include contractor license numbers and contact phone numbers, insurance certificates, and email addresses. If changes or additions are needed, these modifications shall be submitted to the OWNER and ENGINEER for approval at least 7 days prior to that specific sub-contractor beginning work on the project.

## **11. 2.04 SITE INTEGRITY**

*Meet or Exceed APWA 2017 Standard Specification 01 71 13 or as modified herein.*

The CONTRACTOR is required to document the condition of utilities, streets and sidewalks, paved and unpaved trails, recreation area facilities, construction access areas on the banks, wetlands, riparian areas, mature vegetation, PIP concerns, and the general area with pictures and video recordings, submitted to ENGINEER prior to any construction phase and after each phase of construction is completed. The pictures and video recording shall document the surface integrity of the structures with clear and recognizable reference features or established and repeatable reference markers in the field of view. The CONTRACTOR is responsible for rehabilitating, repairing or replacing, to better than pre-construction conditions, any damage to the structures, roads, trails, and vegetation not specifically identified for disturbance.

## **12. 2.05 UTILITIES**

*Meet or Exceed APWA 2017 Standard Specification 01 31 13 or as modified herein.*

CONTRACTOR shall field-locate and mark all utilities within or adjacent to Project Limits. Any utility locations marked on plans are approximate and actual field location of any utility is wholly the responsibility of the CONTRACTOR. **Overhead powerlines shall be marked at ground level with warning signs where they cross haul routes.** CONTRACTOR shall protect in-place all utilities. Known Utility contacts include, but are not limited to:

Bluestakes of Utah

[www.bluestakes.org](http://www.bluestakes.org)

800-662-4111

801-208-2100

Ogden City Public Utilities

<https://www.ogdencity.com/2257/PUBLIC---Main>

## **2.06 TEMPORARY FACILITIES**

*Meet or Exceed APWA 2017 Standard Specification 01 71 13 or as modified herein.*

CONTRACTOR shall provide all temporary facilities required for performing the work. Temporary construction facilities and utility connections are solely the CONTRACTOR's responsibility based on his selected method of operation and schedule. CONTRACTOR is responsible for providing a clean and safe environment for all workers on the job site. CONTRACTOR is responsible for providing sanitary facilities. CONTRACTOR shall follow Occupational Safety and Health Administration (OSHA) regulations. CONTRACTOR is responsible for providing all electrical, water and utility needs. CONTRACTOR shall keep the Project Limits in a neat and orderly manner. CONTRACTOR is responsible for removing temporary facilities and controls after completion of all Work.

### **13. 2.06.A: Staging Areas**

Preliminary Staging Areas are shown on the Plans. All construction staging, stockpiling of materials, equipment storage, equipment fueling and maintenance, and other, shall take place in designated areas with adequate barriers to protect the public from entry. Staging areas shall have a designated office or contact information posted for public inquires. Staging areas shall provide employees all necessary facilities, legal postings, and safety protocol. Staging area shall include temporary restroom facilities maintained and serviced as necessary. The CONTRACTOR is responsible for maintaining a clean and organized staging area and restoring all disturbed areas equal to pre project conditions as determined by OWNER.

### **14. 2.06.B: Dewatering Areas**

Construction activities are anticipated to produce clean fill materials, as well as some other waste materials. All excess materials produced by construction activities shall be properly disposed. Prior to construction activities CONTRACTOR shall report any materials disposal locations to the OWNER. All disposal locations, and means and methods of disposal, shall be in accordance with any applicable regulations and permits, and it is solely the responsibility of the

CONTRACTOR to acquire any applicable permits. Dewatering areas shall have adequate BMPs in place to stockpile material prior to disposal. Any temporarily stockpiled materials shall be covered and protected from wind and rain-drop erosion with durable plastic sheeting and sandbags prior to and during storm events. Dewatering areas may also be configured to include a Washout Area for concrete pours. Pours shall not be conducted during or before an anticipated storm event. All excess concrete and concrete washout slurries from the concrete mixer trucks and chutes shall be discharged off site, or temporarily into a washout area designated in an unvegetated upland location and completely isolated from stormwater and drainage. All concrete residues shall be hauled off-site and properly disposed. Returning water from dewatering areas to surface flow routes may require a dewatering permit from the CDPHE, which is wholly the responsibility of the CONTRACTOR.

## **15. 2.06.C. Equipment Fueling, Greasing, and Maintenance Areas**

Any and all fueling and greasing of equipment shall be in designated upland locations, with adequate BMP's to contain any potential spill. All major equipment/vehicle maintenance shall be performed off-site. Fuel tank may be kept on-site in the staging area with drip pans underneath the fueling area. All equipment fluids generated from maintenance activities shall be disposed of into designated drums stored on spill pallets in accordance with hazardous waste management practices. Drip pans shall be placed under all equipment receiving minor or routine maintenance. All equipment shall be inspected daily for leaks and proper function. Leaking or otherwise improperly functioning equipment shall not be used in any capacity for construction activities. Any equipment found to be leaking upon inspection shall be immediately taken out of service for maintenance.

- a) An **SPCC Plan** is wholly the responsibility of the CONTRACTOR and shall be posted and available at all times on site for all work areas prior to any construction activities and shall include coordination with local emergency response agencies. See Section 2.04.02.
- b) A release of any chemical, oil, petroleum product, sewage, etc., which may enter waters of the State of Utah (which include surface water, ground water and dry gullies or storm sewers leading to surface water) shall be reported to the National Response Center (NRC) (800-424-8802) in accordance with the requirements of 40 CFR 117, 40 CFR 110, and 40 CFR 302 and the Division of Water Quality (DWQ) (801-538-6146) or the 24 hour DWQ answering service at 801-536-4123 as soon as he or she has knowledge of the discharge as required under the Clean Water Act and the Oil Pollution Act.
- c) Any incident spills that do not threaten water resources shall be reported to: Utah State Emergency Response Commission (members include UDEQ, DERR, Utah Department of Public Safety, and the Division of Emergency Services & Homeland Security), at **Toll-Free 24-hour Environmental Emergency Spill Reporting Line 1-801-538-4123**, <http://www.environmentalresponse.utah.gov>. Furthermore, contact must be made immediately, reporting any spill incident, with the OWNER and ENGINEER. The CONTRACTOR shall submit within 14 calendar days of knowledge of the release a written description of: the release (including the type and estimate of the amount of material released), the date that such release occurred, the circumstances leading to the

release, the measures taken and/or planned to be taken to clean up the release, and steps to be taken to minimize the chance of future occurrences.

#### **16. 2.06.D. Hauling Routes**

The import and export of materials from the Project Limits shall occur at designated locations on defined haul routes. Haul routes shall be approved by the OWNER prior to commencement of the work. The access routes to construction sites shall be maintained by the CONTRACTOR with maintenance activities, including minimizing and mitigating for equipment tracking of mud. Haul routes shall be graded and maintained to drain and not pool water. Haul routes shall have tracking pads at the junction of paved surfaces. Paved surfaces such as parking lots, streets, and trails along the haul routes shall be protected in place. Damage and repairs to these surfaces shall be the responsibility of the CONTRACTOR. Haul routes shall also be flagged by the CONTRACTOR within the Project Limits and random access of equipment shall be prevented. Adequate dust suppression, such as watering of haul routes, shall be maintained at all times. Loads shall be covered while hauling where necessary. Haul routes shall be repaired, at the completion of the work, to pre-project conditions as determined by OWNER.

#### **17. 2.06.E. Channel Access Areas**

CONTRACTOR shall be responsible for establishing and maintaining channel access areas for equipment and workers within Project Limits, identified on plans, and marked in the field; and for rehabilitating access areas once construction is complete. Channel access ramps will be graded per plan in order to protect flood walls and other bank structures from equipment damage. Gravel berms shall be installed at the top of the access ramp and other areas to eliminate sheet flow or drainage onto the exposed or disturbed Riverbanks. A silt barrier shall be erected along the toe of any and all out-of-channel open cuts to eliminate the migration of material outside of the limits of work. Straw Bales or wattles shall be used at the toe of the ramp when the access is not in use to prevent the migration of material into the river.

#### **18. 2.06. F. Temporary Bridges**

Coffered, in-channel construction areas may require access through the use of temporary culvert or bridges spanning the remaining active channel. The CONTRACTOR is solely responsible for installing and maintaining temporary culverts/bridges if necessary to access work. Culverts/bridges must adequately sized and load rated to safely accommodate the planned equipment traffic. The CONTRACTOR is responsible for obtaining any necessary permits for the installation and operation of temporary culverts/bridges and is responsible for facilitating any required inspections.

#### **19. 2.06. G. Disposal Area**

CONTRACTOR to provide for an offsite disposal area for inert, clean fill materials required to be removed from the site such as alluvium and bank material.

Any and all trash, debris, chemicals, petroleum, or other, shall be disposed of in a similarly qualified, licensed and permitted facility. CONTRACTOR shall maintain evidence of proper disposal for 5 years.

## **20. 2.07 CONSTRUCTION STAKING**

*Meet or Exceed APWA 2017 Standard Specification 01 71 24 or as modified herein.*

### **2.07.01 Control Points General**

The ENGINEER shall provide adequate horizontal and vertical control points for the CONTRACTOR to establish the lines and grades shown on the plans. Initial construction staking of control lines and hydraulic features shall be provided by the CONTRACTOR prior to construction activities. Replacement of stakes, grade, elevations, and additional construction staking shall be wholly the responsibility of the CONTRACTOR.

### **2.07.02 Control Establishment**

Established control points shall be provided marked with special colored flagging and it shall be the responsibility of the CONTRACTOR to protect those control points in place. In the event they are lost, due to any cause, the CONTRACTOR shall re-establish adequate and permanent control markers. See the Horizontal Control Plan on Sheet G03 of the plan set for control point information.

### **2.07.03 Survey Coordinate System and Datum**

Coordinate System: Utah State Plane, NAD83 datum, North Zone, US foot, (UT83-NF)

Vertical Datum: NAVD88

## **2.08 SITE GRADING**

The CONTRACTOR shall establish and identify required lines, levels, contours, and datum. The CONTRACTOR shall grade the Project Site to match all lines, elevations and grades shown on the Project Drawings. The CONTRACTOR is required to accomplish all site grading through the use of GPS Control. The ENGINEER will provide a proposed XML-compatible digital surface model and alignments to the CONTRACTOR. The CONTRACTOR shall have the means to load the alignments and surface into handheld and/or machine mounted field survey controllers to establish proposed elevations and grades. Prior to construction grading activities, CONTRACTOR'S site localized survey/stake-out equipment must be validated as accurate with the ENGINEER or Surveyor's equipment. The ENGINEER or ENGINEER'S REPRESENTATIVE may be present during select construction activities to inspect grading against the proposed elevations, alignments, and grades.

## **2.09 SPECIAL GUARANTEE TERMS**

*Meet or exceed 2017 APWA Standard Specs, Section 00 72 00 and 32 01 90*

## **2.09.01 Protect-in-Place Trees and Shrubs**

- a) CONTRACTOR guarantees that care, caution, and best management techniques are implemented to maximize the survivability of native mature trees not specifically designated for removal.
- b) All Protect-in-Place vegetation shall have 100% success rate, showing vigor and general health, for one year after PIP measures are conducted.
- c) Post-construction monitoring may recommend additional pruning, irrigation, or fertilizer to restore health to the marked tree. The CONTRACTOR is responsible for all measures to restore the health of vegetation for one year after construction disturbances around protect-in-place vegetation.
- d) If negligence results in potential mortality of trees, as determined by the ENGINEER, the CONTRACTOR shall replace all damaged trees with new native trees to reclaim an equivalent canopy cover at CONTRACTOR'S sole expense.

## **2.09.02 Structures/Channel Work**

- a) All constructed in-channel and bank features shall be functioning in accordance with the Plans and Specifications for one year after installation. The CONTRACTOR is responsible for the repair or replacement of in-channel and bank features to proper functioning conditions. CONTRACTOR is responsible for all incidentals such as permit authorizations, BMPs, channel access and any incidental damage caused by repair.
- b) Settlement in backfill, fill, or in structures and paving built over compacted fill, which may occur within one-year warranty period, shall be corrected at no cost to the OWNER. Restore any structures damaged by settlement to their original condition at no cost to the OWNER.
- c) All damage caused to the Weber River Parkway Trail or adjacent streambanks as a result of improper construction is wholly the responsibility of the CONTRACTOR. The CONTRACTOR shall replace all trails and streambank that are dilapidated as a result from improper installation or construction activities.

## **2.09.03 Seeding**

- a) Prior to final acceptance seeded areas shall be reviewed during the inspection period by the ENGINEER for bare soils caused by surface or wind erosion. Bare areas caused by surface or gully erosion, blown away mulch, etc. shall be regraded, seeded, hydromulched and have mulch tackifier (or erosion control fabric) applied as necessary.
- b) Areas where seed has not germinated after one growing season shall be evaluated by the ENGINEER. Areas that have not germinated shall have seed, mulch and mulch tackifier or (erosion control fabric) reapplied at CONTRACTOR'S expense.
- c) Weed infestations shall be treated in accordance with the specifications, as directed by the project ENGINEER, and shall be considered incidental to the work. Weed control shall be treated for the 12-month warranty period.

- d) Native seed areas shall have a minimum of 85 percent coverage, with weed control, prior to final acceptance. Any seed areas having poor germination (less than 85 percent coverage) shall be re-seeded at no additional cost to the project.

#### **2.09.04 Live Stake and Container Planting**

- a) Replace all poles and stakes that do not sprout after 45 days if possible or wait until the following dormant season to harvest and replant.
- b) Periodic inspection repair and maintenance shall be required during the first two years or until vegetation is established to an overall 70% success rate as determined by a qualified representative.
- c) Live stake and pole planting vegetation shall have 80% success rate, showing vigor and general health, for one year after installation.
- d) Containerized planting vegetation shall have 80% success rate, showing vigor and general health, for one year after installation.

#### **21. 2.10 TURBIDITY MONITORING**

During periods of in-river construction turbidity of the water 200 yards downstream of the Project Limits shall not be visually greater than the turbidity of the water upstream of the Project Limits. BMP's to limit turbidity increases shall include: intermittent excavation; construction during periods of elevated background turbidity; Care of Water, and BMP's such as turbidity curtains. CONTRACTOR shall monitor turbidity daily and record any turbidity increases. ENGINEER or OWNER may stop construction during ineffective BMP's and visual increases of downstream turbid conditions CONTRACTOR is wholly responsible for time delays associated with inadequate BMP's, inadequate Care of Water, or stopped work. CONTRACTOR is wholly responsible for environmental damage associated with uncontrolled sedimentation outside of the Project Limits.

If turbidity downstream is excessive in the opinion of the OWNER and BMP's are inadequate in the opinion of the ENGINEER, the CONTRACTOR may be required to continuously measure and record turbidity levels. The CONTRACTOR may be required to maintain turbidity levels less than a 10 NTU increase over the upstream turbidity.

#### **22. 2.11 UTILIZING IN-CHANNEL MATERIALS**

Clean Native Alluvium that is excavated for structure placement and is to be backfilled in the channel may be utilized in channel as temporary cofferdams or for other water control practices. Exposed Alluvium resulting in noticeable downstream turbidity shall be isolated from the flow of the channel.

Excavated clean native alluvium, boulders and clean bedrock may be allowed to be backfilled in the channel around structures within the limits of excavation as defined in plans. All other excavated material including fines and bank material shall not be placed in any flow path, shall be properly disposed of in designated disposal area and shall have appropriate erosion control measures in place. All in-stream structures shall be constructed in sections sized to minimize

open excavation area. Each day of work shall be a completed work and no excavations of the bank or streambed shall be left open to erosion.

### **23. 2.12 TEMPORARY DIVERSION STRUCTURES**

Control of the River stage and associated access to work during construction is wholly the responsibility of the CONTRACTOR. The CONTRACTOR is responsible for designing, installing and maintaining any temporary flow diversion structures and coffer dams. Some tasks may be performed in the wet or flowing channel, however, if the CONTRACTOR selects to construct any in-channel work in an isolated area, it is the responsibility of the CONTRACTOR to design and implement any isolation and dewatering measures. The project plans provide a permitted means, method, and materials for coffer dam construction for CONTRACTOR's reference. However, the CONTRACTOR shall be wholly responsible for designing, permit compliance and implementing any final Care of Water plan.

In addition to controlling the stage of the river, seepage and ground water may require additional control methods, such as pumping and discharging. Pumping and returning of coffered water may require a dewatering permit from the CDPHE and is wholly the responsibility of the CONTRACTOR.

The CONTRACTOR shall be wholly responsible for the selection of suitable method(s), and for design, installation, and operation of the diversion and care of the river required during the performance of the work under these specifications. The CONTRACTOR is required to design and install adequate diversion and care of water facilities in a timely fashion in accordance with his/her schedule of construction and the requirements of these specifications. All means, methods, and materials used for work area isolation and for the care of on-site waters below the OHWM shall be included in the Care of Water (CW) Plan submitted by the CONTRACTOR.

Areas disturbed for temporary diversion practices shall be restored and stabilized to pre project conditions as determined by the OWNER. Failure of the CONTRACTOR to become adequately familiar with and address the existing structures, access and river conditions which impact the work or may result in unnecessary construction delays or associated increased efforts are wholly the responsibility of the CONTRACTOR.

### **24. 2.13 HYDROLOGY**

Hydrology herein is based on two stream gages, USGS Gage 10137000 Weber River at Ogden, Utah (2016 – 2023) and USGS Gage 10136500 Weber River at Gateway, UT (1990-2023) The 10137000 gage may be accessed online for daily discharge data.

<https://waterdata.usgs.gov/monitoring-location/10137000/#parameterCode=00065&period=P7D&showMedian=false>

Real time data may be seasonal and is provisional, subject to change. Statistical Analysis of historical data is not a guarantee for the flow rates during construction and are provided herein solely for the information of the CONTRACTOR. Damage or delays due to maintenance of the

river flows, Care of Water, diversions, erosion, environmental protection, BMPs and river stages during the construction period, are wholly the responsibility of the CONTRACTOR.

It is expected the contractor will be prepared to submerge work and coffered areas of the project if the flow at the gage exceeds 600 cfs during construction.

Figure 2.11-1 provides the 25th, 50th, and 75th percentiles of flow rates on a given calendar year based on 6 years of record at USGS Gage 10136500 (Gateway) and the mean flow rate at the Weaver River at Ogden stream gage (there is not yet enough data at the Weber River at Ogden stream gage for a statistical analysis.

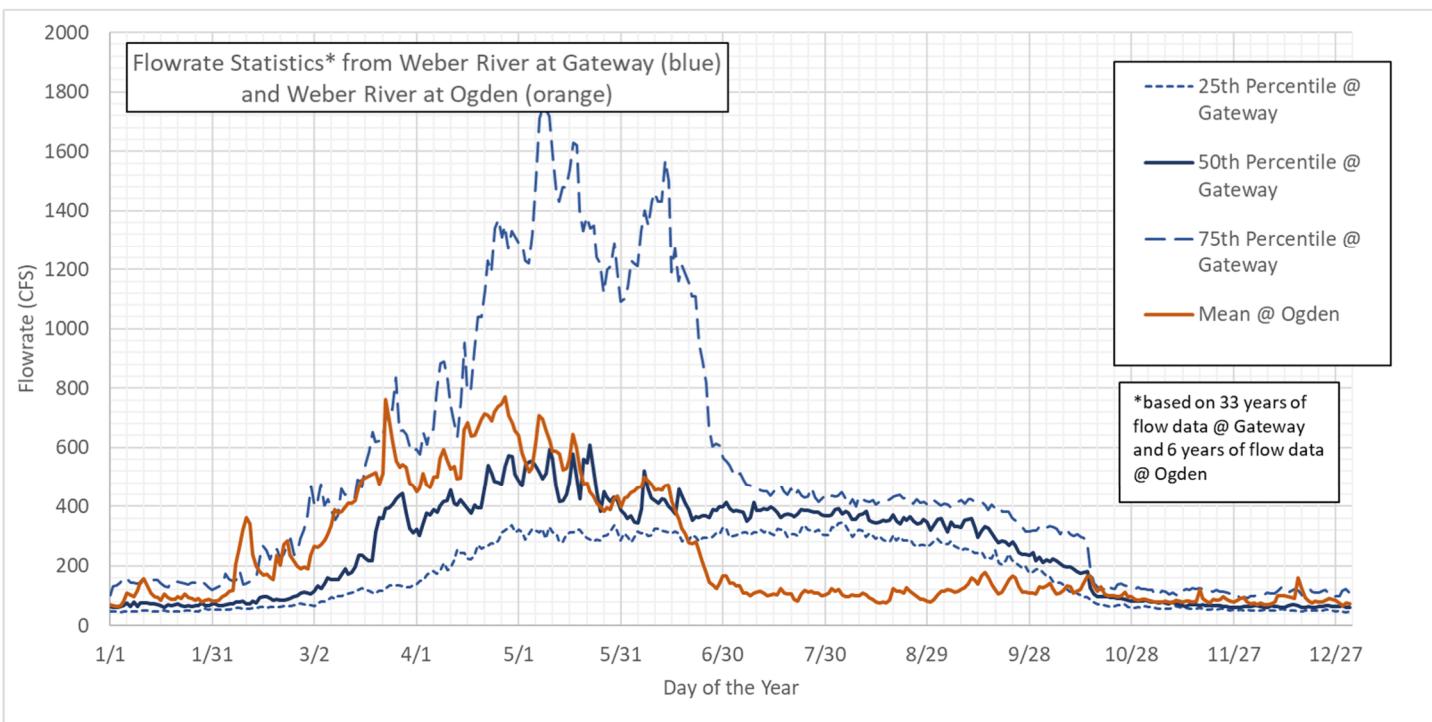


Figure 2.11-1: Flow Rate Statistics at Gage at the Gateway stream gage and just below the Project Site

## 25. 2.12 APPROXIMATE WSEL

Water Surface Elevations (WSEL) are based on survey and hydraulic modeling. Actual WSELs in the field may vary from those listed herein. Approximate WSELs are provided herein solely for the information of the CONTRACTOR.

Water Surface Elevations would be affected an unknown degree with temporary flow obstructions of equipment, coffers, temporary alluvium placement or other construction activities. The CONTRACTOR is wholly responsible for monitoring and controlling WSELs during construction and any associated erosion, flooding, structure integrity or environmental damage.

Flowrate (cfs)	WSE Upstream of South Serge	WSE Upstream of River Access
110	4293.8	4289.5
600	4295.2	4292
1000	4295.8	4293
1800	4296.5	4294
3200	4297.8	4295.3

## **SECTION 3      BEST MANAGEMENT PRACTICES**

*Meet or Exceed APWA 2017 Standard Specification 01 57 00, 31 05 19, 31 23 16, 31 25 00 or as modified herein.*

### **26. 3.01    GENERAL**

The Work covered by this section includes the furnishing of all labor, materials, equipment and incidentals for installation, maintenance, and inspection of all on shore and in-channel BMPs. Within the Project Limits all disturbed surfaces shall utilize best management practices such as Turbidity Curtains, Silt Fences, Construction Sequencing, Care of Water, etc.; to minimize potential environmental damage, turbid conditions, locations of ponding, sediment loading in any flow path, dust, noise, light, etc. Adequate numbers, locations and properly functioning BMPs and erosion control are wholly the responsibility of the CONTRACTOR. CONTRACTOR is responsible for maintaining all BMPs during construction activities, and for the removal post-construction activities and/or adequate stabilization periods. All construction activities shall be performed in accordance with; guidelines set out in the project plans and specifications, permit conditions, and any local, state, and federal regulations. CONTRACTOR shall inspect all BMPs daily. The OWNER or ENGINEER may stop work in any area due to improperly installed, inadequate, or non-functioning BMPs based on OWNER's or ENGINEER's sole discretion. CONTRACTOR is responsible for coordinating and participating in any inspections of BMPs by appropriate regulatory authorities.

### **3.02 CONSTRUCTION SEQUENCING**

Prior to starting construction, the CONTRACTOR shall notify the ENGINEER, and the OWNER of the date the CONTRACTOR intends to start construction with a written notice delivered a minimum 5 days in advance. Additionally, Two Week Look-Ahead schedules and updates shall be submitted every 7 days during active construction periods as described in Section 2.03E.

Seven calendar days prior to the start of the project, the CONTRACTOR shall provide the ENGINEER an overall schedule for the project implementation, including setup, staging, material delivery, in-channel construction and phasing, upland improvements, revegetation/irrigation, and site restoration.

### **27. 3.03    CHANNEL ACCESS**

Berms shall be installed at the top of the access ramp and other areas to eliminate sheet flow or overland drainage onto the exposed or disturbed river banks. A silt barrier shall be erected along the toe of any and all out-of-channel open cuts to eliminate the migration of material outside of the limits of work. Straw Bales and/or wattles shall be used at the toe of the ramp when the access is not in use to prevent the migration of material into the body of water.

## **28. 3.04 EQUIPMENT OPERATING IN WET CHANNELS**

*Meet or Exceed APWA 2017 Standard Plan No. 125 or as modified herein.*

Equipment shall be allowed to operate in the wet channels. Equipment operating in or adjacent to any wet channels shall be free of any fluid leaks and in excellent operating condition.

**Biodegradable hydraulic fluids shall be utilized for any equipment operating in the flowing river channel.** CONTRACTOR shall submit a list of equipment operating with certified bio-degradable hydraulic fluids to the OWNER and ENGINEER prior to use of the equipment in the flowing channel. No equipment shall be left unattended at any time in any wet channel or below the Ordinary High-Water Mark. Any and all fueling and oiling of equipment shall be in a designated upland location, with adequate BMPs to contain any potential spill.

All equipment shall be cleaned prior to being on-site to minimize potential for spreading of invasive species. Equipment shall be power-sprayed and free of weeds, soil and untreated water. If any equipment being used for the Project has been previously working in another stream, river, lake, pond or wetland, one of the following disinfection practices is necessary prior to construction to prevent the spread of whirling disease, New Zealand mud snails, zebra mussels, didymosphenia, and other aquatic hitchhikers. These practices are also necessary after project completion, prior to the equipment being used in another stream, river, lake, pond, or wetland, for the same purpose:

Offsite, remove all mud and debris from equipment (tracks, turrets, buckets, drags, teeth, hand tools, boots, etc.) and spray/soak equipment in a 1:15 solution of Sparquat institutional cleaner and water. Keep equipment moist for at least 10 minutes and thoroughly rinse with potable water; or

Offsite, remove all mud and debris from equipment (tracks, turrets, buckets, drags, teeth, hand tools, boots, etc.) and thoroughly spray/soak equipment with water greater than 140 degrees Fahrenheit for at least 10 minutes.

Excavators and backhoes may need to be cleaned on site to remove excess native sediments stuck to the track or hoes. Sediments that are removed with a shovel shall be placed in designated clean fill material storage areas. Sediments removed with clean water shall be washed into the dewatering area. All dewatering areas shall have erosion control logs staked at flow lines before discharge into.

## **29. 3.05 OIL BOOM**

An adequate number of oil boom SPC 5510 manufactured by SPC (<http://www.sorbentproducts.com>) or equivalent shall be placed in a designated location onsite, visible and unobstructed at all times. Any spills shall be contained and cleaned by the CONTRACTOR. Oil booms shall be installed across the channel at the downstream end of the Project Limits at all times equipment is working in or crossing the flowing river. All Booms shall be replaced as needed, approximately weekly with new Oil Booms.

### **30. 3.06 PERMEABLE TURBIDITY BARRIER**

All exposed bank excavations not contained by coffer dams and disturbances shall be separated from the main flow of the river by a Permeable Turbidity Curtain. The turbidity curtain shall have a non-woven 8 oz filter fabric (Mirafi 180N or equivalent) for at least 50% of the curtain area between the float and the ballast.

### **31. 3.07 STRAW BALES**

Straw Bales shall be certified “Weed-Free” and not hay bales. Bales shall be secured with wood or metal stakes driven 2 feet into ground. Four (4) inches of 3 inch minus washed gravel shall be placed on the up-gradient toe of the bales. Bales can be removed when vegetation is established.

### **32. 3.08 SILT FENCE**

Silt Fences shall be placed to contain construction activities on land. Silt Fence shall be constructed with 4oz. Non-Woven Filter Fabric (Mirafi 140N or equivalent) with a 6 inch by 6-inch anchor trench up-grade (i.e. uphill) of the fence line and fence posts on 6 ft centers. The anchor trench shall be backfilled to existing grade with native material compacted to 95% of maximum as determined by the Standard Proctor Method (ASTM D-698-66T or AASHTO T 99).

### **33. 3.09 FILTERING OF PUMPED WATER**

Any pumped water being returned to the main flow of the river or other drainage shall first be processed through a filter. Turbid waters that are clean of containments or concrete residue shall be filtered to prevent excessive turbidity. Waters with contaminants or concrete residue shall be filtered clean before returning to the natural flow. Dewatering permits may be required before returning any pumped water to a drainage or flowing water way. It is the responsibility of the CONTRACTOR to obtain these permits.

### **3.10 SHORING**

Shoring for open excavations shall conform to all Occupational Safety and Health Administration (OSHA) requirements in the state of Utah. The CONTRACTOR shall be responsible for adequately shoring and bracing excavations for excavation depths exceeding four (4) feet, including obtaining and paying for any permits related such work. The CONTRACTOR shall install shoring such that the earth will not slide, move, or settle, for the safety of workers and so that any existing infrastructure of any kind will be fully protected from damage. No shoring shall be removed until the trench has been sufficiently backfilled as shown on the Project Drawings. Removal of shoring shall be accomplished in such a manner as to prevent any movement of the ground or damage to the installed structures.

### **34. 3.11 STRAW WATTLES**

*Meet or Exceed APWA 2017 Standard Plan No. 121 or as modified herein.*

Straw Wattles (Wattles) shall be certified “Weed-Free” and in sound new condition. Temporary Wattles are to be removed within one year of installation. Any non-temporary Wattles shall be fully biodegradable and have Burlap or Jute fabric netting. Wattles shall be installed in an approximately 2” – 3” deep rounded trench. Spoils from the excavated trench should be deposited and “Knifed In” on the up-hill side of the Wattle to direct flow into the Wattle and prevent under-cutting. Ends should overlap by 1’. Wattles shall be staked at approximately 4’ o.c. and at every end with 1” width 16” long wood stakes.

### **3.12 STORM INLETS**

*Meet or Exceed APWA 2017 Standard Plan No. 124 or as modified herein.*

All storm water inlets shall have 6” gravel or bark filled wattles, or an equivalent BMP that is adequate to prevent sediment or containment loading.

### **3.13 OVERLAND FLOW**

*Meet or Exceed APWA 2017 Standard Plan No. 123 or as modified herein.*

All bank excavations shall have adequate BMPs to prevent overland flow from eroding the disturbed soils.

### **35. 3.14 REMOVAL OF BMPs**

All BMPs below the Ordinary High-Water Mark are to be removed prior to the completion of the work. All BMPs above the Ordinary High-Water Mark are to remain in place until the establishment of vegetation, approximately one year. Any non- biodegradable BMPs shall be removed after the establishment of vegetation cover at least 70%, approximately one year. All non-biodegradable BMPs are the property of the CONTRACTOR and shall be properly disposed of. The locations of the removed BMP’s shall be graded, seeded and restored to preconstruction conditions.

### **36. 3.15 RIPARIAN PROTECTION**

Any and all riparian areas and riparian vegetation outside of the limits of excavation shall be protected in place. No construction supplies, fuels nor oils shall be stored in riparian areas, no vehicles nor heavy equipment shall be allowed into riparian areas other than the designated channel access sites. No discharge of any materials shall be allowed into any riparian areas. Riparian areas shall be traversed only by foot and leak free hoses may cross riparian vegetation. Any incidentally disturbed riparian areas shall be restored to better than pre-construction conditions as determined by Owner.

### **37. 3.16 ENVIRONMENTAL PROTECTION**

The construction site shall be maintained to minimize dust, noise, erosion, and water ponding.

Any and all fuel operated equipment near or within drainage areas, wetlands, riparian areas or open water areas shall be leak-free and in excellent operational condition. Equipment operating in the riparian zone shall also use biodegradable fluids when feasible. The CONTRACTOR shall incorporate all proposed means, methods, and materials utilized to protect the environment and natural resources. The CONTRACTOR is wholly responsible for any environmental damage directly or indirectly related to storage of supplies and equipment, equipment operation, any fluid spills or any other construction activities.

### **3.17 BARRIERS AND SIGNAGE**

The CONTRACTOR shall furnish, install and maintain suitable barriers as required to prevent public entry, and to protect the work, facilities, trees and wetland areas from any associated construction activities. The CONTRACTOR shall provide necessary signage informing the public of pedestrian path, river, and road closures. Remove temporary barriers and signage at the completion of work.

### **38. 3.18 PROJECT SITE REHABILITATION**

After all other construction activities are completed, all disturbed areas are to be rehabilitated to pre-construction conditions. Clean the site of trash and debris and remove all construction measures, equipment and supplies. Permanent riparian plantings and seeding shall be installed immediately after the final design grades are achieved, but no later than 14 days after construction activities have permanently ceased at the disturbed area.

### **39. 3.19 CULTURAL RESOURCES**

No cultural resources are anticipated to be impacted by the project. If potential cultural resources in the project area are discovered during construction and cannot be avoided, CONTRACTOR shall suspend construction activities in that area until the area can be evaluated by the ENGINEER and staff from the Utah State Historical Preservation Office (SHPO). The CONTRACTOR shall notify the ENGINEER and OWNER immediately if potential cultural resources are discovered during construction.

### **3.20 OTHER SITE SECURITY**

If required by the Project, the CONTRACTOR shall furnish, install and maintain suitable barriers, gates, locks, surveillance measures, as required to prevent public entry, and to protect the work, facilities, trees and wetland areas from foot traffic and vandalism. Remove temporary barriers at the completion of work. The CONTRACTOR shall keep the site secure from beginning of construction until completion of the project. Onsite security can be in the form of cameras with views of the project limits, or other forms of security.

## 1. **SECTION 4 IN-CHANNEL AND BANK CONSTRUCTION**

### 2. **4.01 CONSTRUCTION OF IN-CHANNEL BOULDER STRUCTURES**

All Boulder Structures constructed In-Channel or below the Ordinary High-Water Mark (OHWM) shall be constructed with Footer Rocks and Keying Techniques. Construction of Boulder Structures shall include selection, rotation, placement and adjustment of each individual rock to minimize void spaces and maximize interlocking of boulders.

Boulder Structures shall be constructed by placing individual boulders in designed grading of the channel. Each cross-section has specific elevations and alignments for the placement of rock as shown on the Project Drawings. Each structure shall include footer boulders extending below the elevations shown in the plans. Stacked boulders shall have a minimum 0.5:1 horizontal to vertical slope with the footer offset in the upstream direction when buried and footer offset in all directions when exposed.

Each individual boulder shall be set with the “B” axis in the direction of flow (or direction of retaining) when exposed or the “A” or “B” axis when the boulder is interlocked between other boulders. Minimum acceptable boulder size is 36 inches along the B-axis. Larger boulder sizes are required in specific areas as shown in the plans.



*Figure 4.1. Boulder vane structure example*

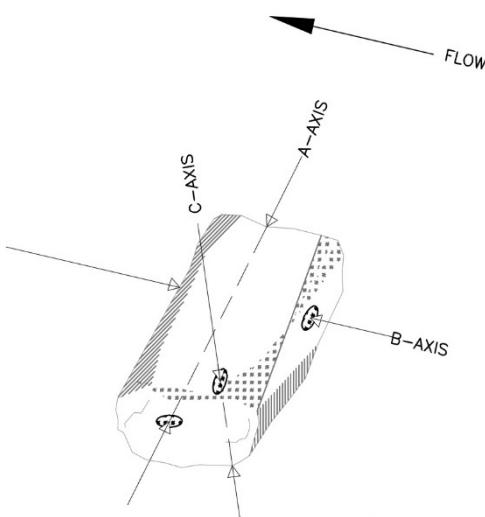
### 3. **4.02 BOULDER SPECIFICATION**

Imported Boulders may be quarried or excavated and generally smooth in shape with the largest rock faces being approximately flat. Boulders shall be of a consistent material for the entire project and shall be a color that is aesthetically neutral with the native landscape. Boulder gradations shall conform to Table 4.1 by number, and measurement of the intermediate axis (“B”-Axis). The minor axis (shortest dimension or “C”-Axis) shall not be less than indicated in

Table 4.1. Boulders exposed in the grade controls and keyed into the toe of each structure shall have a minimum intermediate axis (B-Axis) of 48 inches unless specified in the plans.

**Table 4.1 B-Axis Rock Gradations (inches)**

Percent of Stones	Indicator	24 inch (2 foot)	36 inch (3 foot)	48 inch (4 foot)	60 inch (5 foot)
< 10%	Greater	36	48	60	72
> 75%	Between	32 & 18	42 & 30	54 & 36	54 & 72
0%	Less	15	21	28	48
C-Axis	Greater	10	15	20	30



*Fig 4.2 Dimensional axes of a boulder*

Natural Boulders shall consist of hard, dense durable stone, resistant to weathering. Surface stones must have an aesthetic, neutral color and be consistent material throughout the project unless specified in plans. Stone shall be suitable for incidental human contact. CONTRACTOR shall submit source information and samples to ENGINEER.

Boulder material may be approved by the ENGINEER if, by visual inspection, the material is deemed suitable, sound and durable. The Engineer may require Contractor to furnish laboratory results if, in the Engineer's opinion, the material is marginal or unacceptable. At the request of the Engineer, the Contractor shall furnish laboratory test results indicating that the material meet the requirements including those for abrasion resistance and soundness as indicated below:

---Boulders shall have a minimum specific gravity of 2.65.

---Abrasion resistance by Los Angeles Machine; Test Method ASTM C535; Specification Requirement: 15% loss, maximum.

--Soundness by use of Sodium/Magnesium Sulfate, Test Method ASTM D5240-04 Standard Test Method for Testing Rock Slabs to Evaluate Soundness of Riprap by Use of Sodium Sulfate or Magnesium Sulfate; Specification Requirement: 5% loss, maximum.

--Soundness by Freezing and Thawing, Test Method ASTM D5312-04 Standard Test Method for Evaluation of Durability of Rock for Erosion Control Under Freezing and Thawing Conditions; Specification Requirement: 5% loss, maximum.

#### **4. 4.03 ALLUVIUM BACKFILL**

- A. Alluvium is required in designated areas as shown on plans. If size requirement is not achievable from onsite materials, imported alluvium will be required. Alluvium shall consist of clean, hard, durable, rounded, and well graded material.
- B. Alluvium shall be installed in areas shown on plans to a minimum thickness of  $2 \times D_{50}$ .  $D_{50}$  sizes are provided on the plans for the different installation areas and will vary depending on the location. Excavation of existing alluvium and replacement with alluvium may be required to achieve the finished grade elevations shown on plans.
- C. Physical Requirements:
  - a. Imported Alluvium shall have a minimum specific gravity of 2.55 and shall have a maximum of 28% loss when abrasion resistance is tested per ASTM C535.
  - b. Alluvium shall have a maximum loss of 10% when soundness is tested using sodium sulfate or magnesium sulfate per ASTM D5240-04.
  - c. Alluvium shall also have a maximum loss of 10% when rock durability under freezing and thawing conditions is tested per ASTM D5312-04.
- D. Contractor shall submit source information and samples to Engineer. If, in the Engineer's opinion, the material is marginal or unacceptable, the Engineer may require Contractor to furnish laboratory results for the material. If laboratory tests are required, material must demonstrably meet the physical requirements for the appropriate alluvium material type.

#### **5. 4.04 RIPRAP TOE**

Imported riprap material shall be selected, placed, and compacted in accordance with UDOT 2025 Standard Specifications Section 02373 with a  $D_{50}$  value of 18".

Riprap shall be placed to the extents and depths shown in the plans. A geotextile fabric is required between the native substrate and the riprap.

The Riprap toe is intended to provide additional toe scour protection between the boulder vanes. It does not run underneath the vanes themselves or underneath the boulder wall at the downstream end of the South Serge section of the project.

#### **6. 4.05 STRUCTURAL EXCAVATION BACKFILL**

Excavation and backfill for the project should be performed in accordance with UDOT 2025 Standard Specifications Section 02317.

Free draining granular backfill should be used meeting the following gradation and should be compacted in 6-inch lifts to 96 percent maximum laboratory density with no single determination less than 92 percent.

<b>Free Draining Granular Backfill Gradation</b>	
<b>Sieve Size</b>	<b>Percent Passing</b>
1½ inch	90-100
1 inch	20-55
¾ inch	0-15
⅜ inch	0-5

Complete clearing, grubbing, stripping, and stockpiling topsoil, and any necessary excavation before placing material.

Do no place embankment, borrow, or backfill material on frozen or snow covered areas.

Do not deliver or use frozen material.

#### **4.06 SLABSTONE STEPS**

CONTRACTOR shall level, fit and stack individual slabs to maximize aesthetic value of finished wall face, seating surfaces and steps. Slabs shall be stacked with a minimum of 12" of intimate contact between successive slabs for terracing.



*Figure 4.3. Slabstone terracing example*

## **4.07 SLABSTONE SPECIFICATION**

Slabstone shall consist of hard, dense durable stone, resistant to weathering. CONTRACTOR shall submit source information and samples to ENGINEER prior to delivery. Material may be approved by the ENGINEER if, by visual inspection, the material is determined to be suitable, sound and durable. The ENGINEER may require CONTRACTOR to furnish laboratory results if, in the ENGINEER'S opinion, the material is marginal or unacceptable. At the request of the ENGINEER, the CONTRACTOR shall furnish laboratory test results indicating that the material meets the requirements including those for abrasion resistance and soundness.

---Minimum specific gravity of 2.40.

---Abrasion resistance by Los Angeles Machine; Test Method ASTM C535; Specification Requirement: 30% loss, maximum.

--Soundness by use of Sodium/Magnesium Sulfate, Test Method ASTM D5240-04 Standard Test Method for Testing Rock Slabs to Evaluate Soundness of Riprap by Use of Sodium Sulfate or Magnesium Sulfate; Specification Requirement: 10% loss, maximum.

--Soundness by Freezing and Thawing, Test Method ASTM D5312-04 Standard Test Method for Evaluation of Durability of Rock for Erosion Control Under Freezing and Thawing Conditions; Specification Requirement: 10% loss, maximum.

Surface stones must have an aesthetic, neutral color unless otherwise specified in drawings. Stone shall be suitable for incidental human contact. Steps shall be constructed of natural stone slabs with dimensions per Table 5.1. Stones shall be generally flat and slab like.



*Figure 4.4. Slabstone representative image*

**Table 5.1. Slabstone Material Dimensions and Variances (inches)**

<b>Face</b>	<b>Indicator</b>	<b>Min</b>	<b>Max</b>	<b>Avg</b>	<b>Variance %</b>
Thickness	Between	8	16	8	20

Length	Between	48	192	96	100
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## 7. **4.08 FILTER FABRIC SPECIFICATION**

An undamaged non-woven geotextile Filter Fabric shall overlay any exposed earthen embankment materials to be faced with more coarse materials. Filter Fabric shall be placed to eliminate migration of fines through the boulder structures and allow water to drain from structure. An acceptable non-woven 8oz filter fabric, Mirafi 180N or equivalent, may be used for the ramp subgrade and the boulder and slabstone embankments. Filter Fabric shall be placed to have intimate contact compacted subgrade material. Washed Gravel bedding or native alluvium may be used to protect Filter Fabric from damage during Geoweb panel placement. An acceptable non-woven 8oz Filter Fabric, Mirafi 180N or equivalent, may be used for the bank coverage overlain by boulder. Filter Fabric shall be placed to have intimate contact with intact bank material. Washed Gravel bedding may be used to protect Filter Fabric from damage during boulder placement.



*Figure 4.5. Filter fabric installation example*

## 8. **4.09 DRAINAGE MAT**

Drainage mat shall be Hydrotech USA's **Hydrodrain 1000** or approved equivalent. CONTRACTOR shall submit material specification for the chosen drainage to ENGINEER for approval. It shall be installed at 100 coverage beneath the slabstone steps as shown in the plans. Install per manufacturers recommendations.

## **9. 4.10 ACCEPTABLE AS BUILT ELEVATION VARIATIONS (feet)**

Average Elevations across each Cross-Section shall be exact according to Plans. With natural building materials variances are expected and shall be allowed for average locations of individual particles. The following As-Built Variances are allowed.

**Table 4.07-1. Acceptable As-Built Variances for Average Locations of Individual Particles (feet)**

<b>Description</b>	<b>Variance Elevation</b>	<b>Variance Horizontal</b>
Boulder Vanes	+/- 0.1'	+/- 0.5'
Boulder Toe		
Boulder Footers	- 1.0'	+/- 1.0' channel alignment
Finished Grade – Boulders	+/- 0.1'	+/-1.0'
Finished Grade – Alluvium	+/- 0.5'	+/-1.0'
Slabstone Terraces & Steps	+/- 0.1'	+/- 0.5

## **SECTION 5 UPLAND CONSTRUCTION**

*This section is not used for this project.*

## **SECTION 6 VEGETATION PROTECTION, PRUNING OPERATIONS, AND DEBRIS REMOVAL**

*Meet or exceed APWA Standard Specifications 32 01 91 & 32 01 93*

### **6.01 GENERAL VEGETATION PROTECTION**

The preservation of existing mature riparian vegetation is an essential component of the work and a measure of the successful completion thereof. Healthy root mass is essential to the stability of the banks and channel of the Weber River. The CONTRACTOR is responsible for the survivability of mature vegetation. Any vegetation lost or damaged due to construction activities shall be replaced by the CONTRACTOR at no expense to the OWNER.

### **6.02 VEGETATION ROOT CUTTING**

The Work covered by this section includes the furnishing of all labor, materials, equipment and incidentals for all tree root cutting necessary for excavation purposes with the goal of minimizing the impact to the existing environment. Excavation shall be limited to areas as shown on the Plans and described in these specifications.

#### **6.02.01 Excavation Work Near Trees and Shrubs**

Excavation work near trees and shrubs shall be outside of the drip line. Prune tree to allow for adequate viewing of base of tree and prevent damage. Roots exposed during excavation shall be cleanly cut.

#### **6.02.02 Hand Excavations Under the Drip Line**

Under the drip line, or at a minimum of 10 feet from the base of a Protect-In-Place Tree, all necessary excavating activities shall be done by hand to expose the roots.

- a) Expose all roots greater than 1" and preserve.
- b) If it is necessary to achieve grades, the roots may be cleanly cut, and shall not be ripped or torn.

#### **6.02.03 Treatment of Cut and Exposed Roots**

Backfill all cut and exposed roots the same day of root cutting, or cover with wood chips, mulch and water until backfilling is accomplished.

#### **6.02.04 Root Care**

Roots can be up to 2-3 times the diameter of the drip line. The CONTRACTOR shall take as much care as possible to preserve roots.

- a) All roots that are necessary to remove for excavation activities shall be cleanly cut.
- b) The CONTRACTOR shall apply all root cuts with approved root stimulator.

## **6.02.05 Areas of Cut Near Marked Trees**

- a)** If necessary, any cut slope areas shall be held away from marked trees with a boulder retaining wall with a discontinuous footing.
- b)** No soils shall be compacted under the drip line without ENGINEER approval.

## **6.02.06 Pruning of Trees and Shrubs**

Pruning shall follow Utah Shade Tree Pruning Standards as well as the American National Standards for tree care operations. Class II, medium pruning, is generally for lifting the lower bottom branches of trees for under clearance. All Class II pruning cuts shall be less than 12 feet above the ground. Pruned limbs shall be less than 1 inch in diameter. Class II Pruning is intended to clear obstructions for equipment access and excavation areas.

## **6.02.07 Medium Pruning**

Medium pruning shall consist of the removal of dead, dying, diseased, interfering, objectionable and weak branches on the main trunks as well as those within the leaf area. An occasional branch up to one inch in diameter may remain within the main leaf area where it is not practical to remove it. The following specifications shall apply:

- a)** All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. Clean cuts shall be made at all times.
- b)** It is necessary to precut branches too heavy to handle to prevent splitting or peeling the bark. Where necessary to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.
- c)** On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or Clorox solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.
- d)** Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established and show signs of extensive rot shall be reported to the OWNER.
- e)** All girdling roots visible to the eye are to be reported to a supervisor and/or the OWNER. The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches should be reported in writing to a supervisor and/or the OWNER, and corrective measures recommended.

### **6.02.08 Class IV Pruning and Debris Removal**

Excavation of the fill material to establish design grade will require the removal of trees and shrubs and associated debris. Class IV pruning may be required for equipment access and to protect adjacent vegetation and utilities. Class IV pruning shall follow Utah Shade Tree Pruning Standards as well as the American National Standards for tree care operations. Class IV pruning typically requires a lift and chainsaw work to remove the upper limbs to prepare the tree for removal and stumping.

- a)** Appropriate safety procedures shall be implemented at all times during Class IV pruning operations.
- b)** Debris shall be stored in the Staging Area with adequate BMPs until hauled off-site.

## **SECTION 7 PLANTING AND SEEDING**

*Meet or Exceed APWA 2017 Standard Specification 32 01 90, 32 91 19, 32 92 00, 32 93 13, 32 93 43, 32 98 00 or as modified herein*

### **7.01 GENERAL PLANT MATERIALS**

All Plant materials shall be native to the Great Basin Region and ideally native to the Weber River Watershed or approved by ENGINEER. Plant materials shall be live, viable vegetation free of insects and diseases. All trees and shrubs shall be of standard quality as set forth by the American Association of Nurserymen Standards and shall be true to their names, types and true native strands of their species. The CONTRACTOR shall notify the ENGINEER of the delivery schedule in advance so the plant materials may be inspected upon arrival at the job site. Plants that cannot be planted the day of arrival shall be protected from wind, direct sunlight, drying out or other damage. The only pruning that should be carried out upon new delivered plants is: 1) broken branches as a result of transporting or planting operation; 2) dead or diseased branches; 3) stubs and basal sprouts.

### **7.02 GENERAL PLANTING**

#### **7.02.01 Installation of Plant Material**

Plants shall be installed as marked on the Project Drawings. The layout of the shrubs shall be planted staggered (not horizontal or vertical lines) and field fit per direction of ENGINEER. Any plant materials damaged during installation or determined to be unsuitable by the ENGINEER shall be removed and replaced at the CONTRACTOR'S expense.

#### **7.02.02 Water**

The CONTRACTOR is responsible to provide water suitable for establishment of vegetation. It is advisable to water plants immediately after planting to reduce shock and assist in soil-root contact. Available soil moisture in riparian areas shall vary greatly depending upon the relation (topographic elevation) of the planting site to the river, the moisture retention properties of the soil, and the species being planted. Plantings are required to be installed early in the fall during appropriate temperature and soil moisture conditions to maximize survivability without supplemental irrigation water.

### **7.03 CONTAINERIZED PLANTING**

#### **Ball and Burlapped Plants**

All balled and burlapped plants shall have a solid ball of earth of adequate specified size held in place securely. Ball shall be confined securely with wrapped burlap and tightly bound with twine or rope. The burlap ball shall be encompassed by a firm wire basket designed for the size and shape of the ball. Broken, loose, damaged or manufactured ball shall be rejected.

### **Containerized Plants**

Containerized plants should not be root-bound in their containers. Roots that circle the container can become strangulated roots and hinder future growth of the plant. Extensive roots that have grown out through the drain ports of the container may be dried or damaged and become a source for infection and additional stress for the plant. Any or all abnormalities listed above shall be reason for rejection, including broken or crumbling rootballs.

1. Care should be taken to not damage the shrub or rootball when removing it from the container.
2. Backfill around rootball with soil that does not exceed specifications in restoration notes.
3. Excavate planting pit 2x the diameter of the rootball and 25 - 50% deeper than height of the rootball.
4. Add backfill around the rootball in 2" layers, watering each layer before applying the next layer of soil.
5. Add 2" of mulch to cover 18" of the ground/dripline, leaving 1" open around trunk of shrub.
6. Use part of the excavated soil to build an irrigation berm at the edge of the dripline, about 1 - 2" high and 3 - 4" wide. Import soil as needed from nearby harvest sites.

Planted trees shall be fertilized with a slow-release fertilizer, and placed deep into the planting hole and backfilled with soil to minimize fertilizer absorption by weeds and turf. Use a complete slow release fertilizer in a NPK ratio of 1:2:1, nitrogen, phosphate, and potash.

All planted ball and burlap trees shall have small mammal protective fencing. Fencing shall be 14 gauge welded wire, or chicken wire with less than 6 inch spacing. The welded wire shall be held 6 inches from the trunk and placed as a cylinder around the trunk of the tree at a minimum of 4 feet in height. The welded wire shall be fastened to hardwood stakes with cord. The welded fencing shall be flush with the ground.

### **7.04 SEED**

All soil areas within the Project Limits, disturbed by construction activities, shall be seeded with as shown on Project Drawings. Slope Stabilization areas may require the use of a water truck to ensure establishment. All mixes shall be Certified Seed that is weed free and native strands of Pure Live Seed (PLS). Table 7.1 to 7.2 provides the seed type and rate for Planting Zone A and B.

- a)** Soil Preparation: Where topsoil is specified place stored topsoil to a minimum of 6 inches in depth. Soil shall be graded and raked to a depth of 0.25" to 0.5" to create a seed bed. Soils must be moist prior to seed application. Sprinkle areas to be seeded with water, using fine spray to avoid washing or erosion of soil.
- b)** Seed Application: Within 48 hours of soil placement, broadcast seed at the specified rate and lightly rake into soil. Do not apply seeds when weather is too windy, hot or drying, or other adverse conditions exist.
- c)** Apply hydromulch to all specified areas.

**Table 7.1 Planting Zone A Mix Application**

<b>Planting Zone A</b>				8,268 SF
<b>Common Name</b>	<b>Botanical Name</b>	<b>Seeds/oz</b>	<b>% of Mix</b>	
Bluebunch Wheatgrass	<i>Pseudoroegneria spicata</i>	8,750	20	
Blue-joint grass	<i>Calamagrostis canadensis</i>	141,875	15	
Indian ricegrass	<i>Achnatherum hymenoides</i>	8,812	15	
Intermediate Wheatgrass	<i>Thinopyrum intermedium</i>	5,500	15	
Blue wildrye	<i>Elymus glaucus</i>	8,406	15	
Purple prairie clover	<i>Dalea purpurea</i>	13,125	10	
New England aster	<i>Aste novae-anliae</i>	76,000	10	

**Table 7.2 Planting Zone B Mix Application**

<b>Planting Zone B</b>				2,081 SF
<b>Common Name</b>	<b>Botanical Name</b>	<b>Seeds/oz</b>	<b>% of Mix</b>	
Blue-joint grass	<i>Calamagrostis canadensis</i>	141,875	20	
Nebraska sedge	<i>Carex nebrascensis</i>	33,312	15	
Water sedge	<i>Carex aquatilis</i>	30,312	15	
Baltic rush	<i>Juncus balticus</i>	681,250	15	
Wilder geranium	<i>Geranium viscosissimum</i>	3,250	10	
New England aster	<i>Aste novae-anliae</i>	76,000	10	
Creeping foxtail	<i>Alopecurus arundinaceus</i>	49,125	5	
Golden currant	<i>Ribes aureum</i>	22,262	5	
Redosier dogwood	<i>Cornus sericea ssp. sericea</i>	1,442	5	
Stakes: Willow and Dogwood				

## **7.05 HYDROMULCH**

Any disturbed areas are to be covered before the completion of the project. Disturbed areas that are not covered by Erosion Control Blanket must be properly prepared for seeding and then adequately covered by hydromulching technique. The CONTRACTOR shall submit their plan to the ENGINEER for approval before work is to be completed.

## **7.06 TRANSPLANTING ON-SITE VEGETATION**

Vegetation to be disturbed by excavation activities should be transplanted when feasible. Vegetation suitable for transplants should be healthy native species. Prune shrub or tree to approximately 6 feet in height. Cleanly cut all broken and damaged limbs. Herbaceous clusters are also suitable for transplants. Excavate a hole that is larger, but not deeper, than the transplant rootball. Scoop the entire root mass of the transplant with the bucket of a trackhoe, keeping intact the rootball and soils. Immediately place transplant in the excavated hole and hand backfill lightly compacting the soil. Water transplant as necessary to ensure survival.

## **7.07 LIVE STAKE/POLE PLANTING**

### **7.07.01 Live Dormant Willow/Dogwood Stake Plant Harvesting**

All live stakes shall be harvested during the dormant season. All live stakes shall be harvested from a healthy parent that does not have serious injuries, insect pests, diseases or shriveled. No more than one-third of the donor shrub should be harvested. The CONTRACTOR shall take care to not damage the donor shrub; cuts shall be made smooth without damage to the bark of the donor shrub. Cuts shall be made at an angle of approximately 45 degrees, 6 to 8 inches above the ground, to assist rapid regeneration. The minimum diameter of the cuttings should be 0.75 inch and the minimum length should be 36 inches; larger live stakes contain a greater amount of the stored energy required to form leaves, stems and roots. Recommended length of live stakes should be 36 to 60 inches. The top ends shall be blunt; butt ends shall be angled at 45 degrees. Stakes shall be stripped of all stems, leaders, and dry leaves, taking care to minimize scarring or bruising of the stakes. Immediately upon cutting, stakes shall be placed in water in a shaded area. The live cuttings shall be planted within 6 hours, or must be carefully bound, secured, and stored for at least 48 hours and no more than 60 days with the 45° angled ends submerged in clean fresh water.

### **7.07.02 Pole Planting Installation**

Planting from live poles shall be planted to a depth where the roots are able to reach the water table during all seasons. Poles must be harvested and planted when the mother plant is dormant. This period is generally from late fall to early spring, or before the buds start to break.

- a)** Insert the cutting vertically (i.e., oriented in the same direction which it grew on the shrub) into the substrate so that approximately two-thirds of the total length is below the surface.
- b)** Make pilot hole for all installation with an auger or stinger. Holes should be no greater than 15% of the size of the pole. Poles should be placed randomly at a spacing of 1 foot on center per square yard. Install three live willow/dogwood poles per hole (where possible), and one cottonwood pole per hole.
- c)** The cutting must be inserted deep enough to ensure that it reaches the water table throughout the entire growing season.
- d)** After the live poles are inserted, the planting hole must be backfilled with native soil and lightly tamped to prevent air pockets.

## **SECTION 8      TOPSOIL**

### **8.01    GENERAL TOPSOIL PRESERVATION**

Topsoil shall be salvaged a minimum of 6 inches in depth from all disturbed areas. Salvaged topsoil shall be stockpiled in areas that shall not interfere with construction phases and at least 15 feet away from areas of concentrated flows or pavement. The slopes of the stockpile shall not exceed 2:1 horizontal to vertical. A silt fence or other adequate erosion control shall be installed around the perimeter of each stockpile. If there is no salvageable topsoil onsite, imported Topsoil will be required.

#### **8.01.01. Topsoil Application**

Topsoil shall be applied to all areas for seeding and planting. Topsoil shall be applied at a minimum of 6 inches depth on all seeded areas and shall be used to backfill all shrub and tree plantings to the depth and twice the width of the root ball. Topsoil shall not be placed when the ground or Topsoil is frozen, or excessively wet. Following the spreading operation, the Topsoil surface shall be raked to final grades without surface irregularities that could contribute to concentrated waterflow downslope. Topsoil shall be raked with 0.5 inch undulations for a seed bed.

#### **8.01.02. Topsoil Material**

Imported topsoil shall be a natural sandy loam that is weed free. Imported Topsoil shall be properly stored and protected, and shall be free of roots, hard clay and stones which shall not pass through a 1-inch square opening. It shall be a loamy mixture having at least 90 percent passing No. 10 sieve. Below list the soil properties:

- a) Contain no less than 2 percent nor more than 13 percent organic matter, as determined by the test for organic matter in accordance with ASTM D2974.
- b) Contain no less than 12 percent or more than 40 percent clay, as determined in accordance with ASTM D422.
- c) Sand content shall not exceed 55 percent, as determined in accordance with ASTM D422.
- d) The pH shall not be lower than 5.0 or higher than 8.0. The pH shall be determined with an acceptable pH meter on that portion of the sample passing the No. 10 sieve, in accordance with the —Suggested Methods of Tests for Hydrogen Ion Concentration (pH) of Soils, included in the ASTM Procedures for Testing Soils issued December 1964.
- e) One hundred percent shall pass the 1-inch screen; 97-100 percent shall pass the 1.5-inch screen, and 40-60 percent shall pass the No. 100 mesh sieve.
- f) Topsoil shall be free of clods, gravel, and other inert material. It shall be free of thistle, reed canary grass, creeping foxtail, noxious vegetation and seed. Should such regenerative material be present in the soil, the CONTRACTOR shall remove, at his expense and in a manner satisfactory to the Owner's Representative, all such growth,

both surface and root, which may appear in the imported Topsoil within 1 year following acceptance of the work.

- g) All soil to be seeded shall be amended with Humate and fertilizer product. The method of incorporation of amendments shall result in a uniform application of material as approved. Humate shall be applied at a rate of 1500 pounds per acre. The humate shall be applied using approximately 1 gallon of water for 1 pound of dry powder. The fertilizer product shall be applied at a rate of 2000 pounds per acre.

## **SECTION 9 INVASIVE SPECIES CONTROL**

### **9.01 GENERAL INVASIVE VEGETATION SPECIES CONTROL**

*Meet or Exceed APWA 2017 Standard Specification 31 31 19 or as modified herein.*

All equipment entering the site shall be clean of mud, debris, organic matter or other material that may contain weed seeds. Equipment cleaning shall adhere to Section 3.04.

## **SECTION 10 MODIFICATIONS TO TIME OF COMPLETION**

### **10.01 CONSTRUCTION WINDOW**

Ogden City expects all construction to be completed by **February 28, 2025**, unless otherwise specified by the OWNER (see Section 1.02). If construction is anticipated to take place outside of this date, CONTRACTOR shall notify OWNER in writing. ENGINEER shall be notified of any work anticipated outside of these dates. The project's Stream Alteration Permit is valid from March 15, 2023 through March 15, 2025.

No construction activities shall be performed on soil during periods when the soil is too wet to adequately support construction equipment as measured by ruts greater than 4 inches deep.

The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed. The CONTRACTOR will proceed with the work at such rate of progress to ensure full completion within the Contract time. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the Contract time for the completion of the work described herein is a reasonable time, taking into consideration the climatic and other factors prevailing in the locality of the work. Every effort shall be made by the CONTRACTOR to complete the project within the "Contract Time" shown in the bid, quote or proposal. The "Contract Time" anticipates "Normal" weather and climate conditions in and around the vicinity of the Project site during the times of year that the construction will be carried out.

## **SECTION 11      DEFINITIONS**

**B-Axis** - The intermediate (and overturning) axis on a boulder.

**Best Management Practices (BMPs)** - Water and Soil Care Measures designed to prevent sediment soil erosion, minimize turbidity and protect wetlands.

**Cofferdam** - Structure used to isolate an area for dewatering.

**Diameter at Breast Height (DBH)** – diameter of standing tree at breast height, not including the rootwad.

**Diversion** – Relocating the flow of surface water.

**Ordinary High Water Mark (OHWM)** - Approximate Water Surface Elevation at the 1 ½ year Flood.

**In-Channel Work** - All construction work occurring below the ordinary high water mark or one and a half year flood or in a wet channel.

**Invert** - The cross-section that controls water flow.

**On-Shore Work** - All construction work occurring above the ordinary high water mark or one and a half year flood.

**Protect-In-Place** - Protection of Structures or Vegetation by not disturbing them with adjacent construction activities.

**Thalweg** - Lowest elevation of the river channel in cross section perpendicular to the direction of the main current flow.

**Toe** - Point where a ground slope meets a low point and flattens out. Most commonly in rivers it refers to the point where the bank slope meets the channel bottom slope.

**River Right** - The right side of the channel when looking downstream.

**River Left** - The left side of the channel when looking downstream.

**Riparian Vegetation** - Vegetation which is rooted in the water table of the adjacent river.

**Water Surface Elevation (WSEL)**- Elevation on the project datum, of the surface of water at a specified location and flow rate.

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**SECTION 01 14 00**

**WORK RESTRICTIONS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Administrative information for special construction requirements.

**1.2 EXISTING CONDITIONS**

- A. Work in channel and on river banks of the Weber River adjacent to the Fort Buenaventura Park

**PART 2 PRODUCTS** Not Used

**PART 3 EXECUTION** Not Used

END OF SECTION

## **SECTION 01 31 13**

### **COORDINATION**

This specification changes a portion of the current 2017 Manual of Standard Specifications by the Utah Chapter of the American Public Works Association Section 01 31 13. All other provisions of the Section remain in full force and effect.

*Add the following paragraph to Article 1.5*

#### **1.5 COORDINATION WITH ADJACENT PROPERTY OWNER**

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

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

*Add the following Article to Part 1.*

#### **1.8 PUBLIC AGENCIES PERSONNEL TO CONTACT**

- A. Utility Companies: Utility companies generally require a 48 hour notice (minimum) if their utility requires location, relocation or protection. Contact the following OWNERS to coordinate.
  1. Questar Gas Company: phone (801) 395-6754. Call two (2) weeks prior to requiring Questar work on gas mains and 1 week on service lines to property owners. A Questar representative must be present at the pre-construction meeting and when working around high pressure gas mains.
  2. PacifiCorp (Utah Power Company): phone (801) 629-4426.
  3. US West: (Blue Stakes): phone 1 (800) 662-4111.
  4. Ogden City Water Utility: phone (801) 629-8363.
  5. AT&T: Repair Service Center, phone 1 (800) 222-3000.

6. Sprint Communications: phone 1 (800) 877-4646.
7. UTA: phone (801) 627-3500.
8. Utah Department of Transportation: phone (801) 620-1660.
9. Ogden City Urban Forester: Damien Reeves, (801) 629-8369, a minimum of 48 hours prior to removing trees.
10. Ogden City Public Storm Sewer Utility: Bill Simpson, (801) 629-8331.
11. Ogden City Public Sanitary Sewer Utility: Bill Simpson, (801) 629-8331.
12. Ogden City Public Safety Division: Notify 48 hours prior to street closure or water main work.
  - a. Fire: phone (801) 629-8314.
  - b. Police: phone (801) 629-8221.
13. Pine View Water Users Association: phone (801) 621-6555
14. Weber Basin Water Conservancy District: phone (801) 771-1677
15. Central Weber Sewer District: phone (801) 731-3011
16. Bona Vista Water: phone (801) 621-0474
17. Lynn Irrigation: phone (801) 392-2695
18. Other Companies:

END OF SECTION

# SECTION 01 31 14

## RAILROAD COORDINATION

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Administrative requirements and procedures for coordinating with railroad company.

#### 1.2 WORK ON RAILROAD RIGHT-OF-WAY

- A. Do not start work railroad right-of-way until Engineer receives a copy of the executed (and attached) "Contractor's Right-of-Entry Agreement" and the appropriate insurance certificates.

#### 1.3 NOTICE TO RAILROAD COMPANY

- A. Before beginning any construction work upon the right-of-way of the railroad Company, give at least 10 days written notice to the Superintendent of the Los Angeles and Salt Lake Railroad Company and its Lessee, Union Pacific Railroad Company at Salt Lake City.
- B. Give verbal notice at least 48 hours to the Railroad's Superintendent, for Ogden City before beginning any site work.

#### 1.4 PROTECTION OF RAILROAD PROPERTY

- A. Because of close proximity to the tracks, communication lines and other facilities of the railroad company, take extraordinary precautions in connection with construction. Do not store or place any materials or equipment upon the railroad company's property or interfere with the operations of trains or the maintenance of the roadbed and tracks. Notify the railroad company of any contemplated blasting. Provide flagging protection or other safeguards required Railroad Company. Protect the tracks and properties of the railroad company and the traffic moving over such tracks. Protect the wires, signals and other properties of the railroad company, its tenants or licensees.
  1. Provide flaggers or watchers for each and every place designated by the railroad company. The railroad company shall be the sole judge as to the necessity for flagmen and/or watchmen, the place or places where they are to be stationed, and the number of such flagmen and/or watchmen necessary to protect the trains, tracks, communications and signal lines, and other facilities of the Railroad Company, and the wire lines of its tenant companies.
  2. The Railroad Company, in its discretion will provide an engineering inspector at such times as it may deem necessary during the construction work for the protection and safety of its property and operations, and for compliance with contract provisions. The expense of furnishing such inspector shall be borne by Ogden City Corporation's Contractor.
  3. Whenever the work of construction of said project is liable to affect the safety of trains or the personnel of the Railroad Company, the method of procedure must be submitted to and approved by the inspector furnished by the Railroad Company before such work shall be commenced or prosecuted.

## **1.5 CLEANUP OF RAILROAD RIGHT-OF-WAY DURING CONSTRUCTION**

- A. Reimburse the railroad company for expenses incurred by the railroad company in connection with the cleaning of its ditches and other waterways and the cleaning and restoration of any ballast of its tracks which is disturbed or becomes fouled by dirt or debris and damage to track or structures as a result of Contractor's construction operations, including the cost to the Railroad Company of rental and operating charges of emergency equipment maintained by the Railroad Company adjacent to the construction site for the purpose of clearing its tracks so as to enable the safe and expeditious passage of railroad traffic.
  - 1. Contractor agrees that upon the completion of the work, it will promptly remove from the premises of railroad company all tools, implements, and other materials, whether brought upon said work by itself, or any subcontractor, employee or agent of itself, or of any subcontractor, and that he will leave the premises clean.

**PART 2 PRODUCTS** Not Used

**PART 3 EXECUTION** Not Used

Project: 0798312

To the Contractor:

Before Union Pacific Railroad Company can permit you to perform work on its right of way, it will be necessary to return an original of the enclosed Contractor Right of Entry Agreement as follows:

1. Fill in the complete legal name of the contractor in the space provided on Page 1 of the Contractor's Right of Entry Agreement.
2. Fill in the name of the contractor in the space provided in the signature block at the end of the Contractor's Right of Entry Agreement. If the contractor is a corporation, the person signing on its behalf must be an elected corporate officer.
3. Please execute on your behalf and return the document via EMAIL.
4. Payment, **with Project No. 0798312 referenced**, to the Union Pacific Railroad Company in the amount of **One Thousand Dollars (\$1,000.00)**. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's new policy regarding their Form 1099, I certify that 946001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that UNION PACIFIC RAILROAD COMPANY is doing business as a corporation.

**Send ACH payments to:**

Name: Bank of America, Dallas, TX

Account = 3752021457

Routing = 1110-0001-2

Reference = Project Number **0798312**

**Send Check to:**

Union Pacific Railroad Company  
12567 Collection Center Drive  
Chicago, IL 60693

Reference = Project Number **0798312**

**UP does not currently offer a credit card option.**

After approval of the Contractor Right of Entry Agreement, one fully-executed counterpart of the Agreement will be returned to you via email. In no event should you begin work until you have received your counterpart of the fully-executed Agreement.

Sincerely,  
Kris Jones

Senior Analyst Real Estate - Contracts  
DRAINCRE.DOC 920301  
Form Approved, AVP-Law

## **CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Railroad") and

\_\_\_\_\_, a corporation ("Contractor"), to be addressed at \_\_\_\_\_.

### **RECITALS:**

The Contractor has been hired by the **OGDEN CITY CORPORATION** for the construction of a drainage facility (the "work"), with all or a portion of such work to be performed on property of Railroad at Mile Post 992.3, on the Evanston Subdivision at or near Ogden, Weber County, Utah pursuant to a

Supplemental Agreement between Railroad and OGDEN CITY CORPORATION with an effective date of October 18, 2024 at such location as shown on the print marked **Exhibit A** attached hereto and hereby made a part hereof.

Railroad is willing to permit Contractor to perform the work described above at the location describe above subject to the terms and conditions contained in this Agreement.

### **AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the Railroad and Contractor, as follows:

#### **Article I. DEFINITION OF CONTRACTOR.**

For purposes of this Agreement, all references in this Agreement to the Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

#### **Article II. RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article IV.

#### **Article III. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.**

The terms and conditions contained in **Exhibit B, C and D**, attached hereto, are hereby made a part of this Agreement.

**Article IV. ALL EXPENSES TO BE BORNE BY CONTRACTOR;  
RAILROAD REPRESENTATIVE.**

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

<a href="http://www.up.com/flagging">http://www.up.com/flagging</a>	<p><b>Curtis Hill</b> <b>Manager I Signal Maintenance</b> <b>Phone: 801-626-8207</b> <b>Email: <a href="mailto:chill2@up.com">chill2@up.com</a></b></p> <p><b>Michael D. Rolow II</b> <b>Senior Manager Track Maintenance</b> <b>Phone: 801-212-4005</b> <b>Email: <a href="mailto:mdrolow@up.com">mdrolow@up.com</a></b></p>
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- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**Article V. TERM; TERMINATION.**

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement and continue until \_\_\_\_\_, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.
- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**Article VI. CERTIFICATE OF INSURANCE.**

A. Before commencing any work, Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in **Exhibit C** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Project No. 0798312  
Union Pacific Railroad Company  
1400 Douglas Street STOP 1690  
Omaha, Nebraska 68179-1690

### **Article VII. CHOICE OF FORUM.**

Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the States of Nebraska and Utah only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

### **Article VIII. DISMISSAL OF CONTRACTOR's EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

### **Article IX. ADMINISTRATIVE FEE.**

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad One Thousand Dollars (\$1,000.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

### **Article X. CROSSINGS.**

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

### **Article XI. EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written approval of Railroad.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

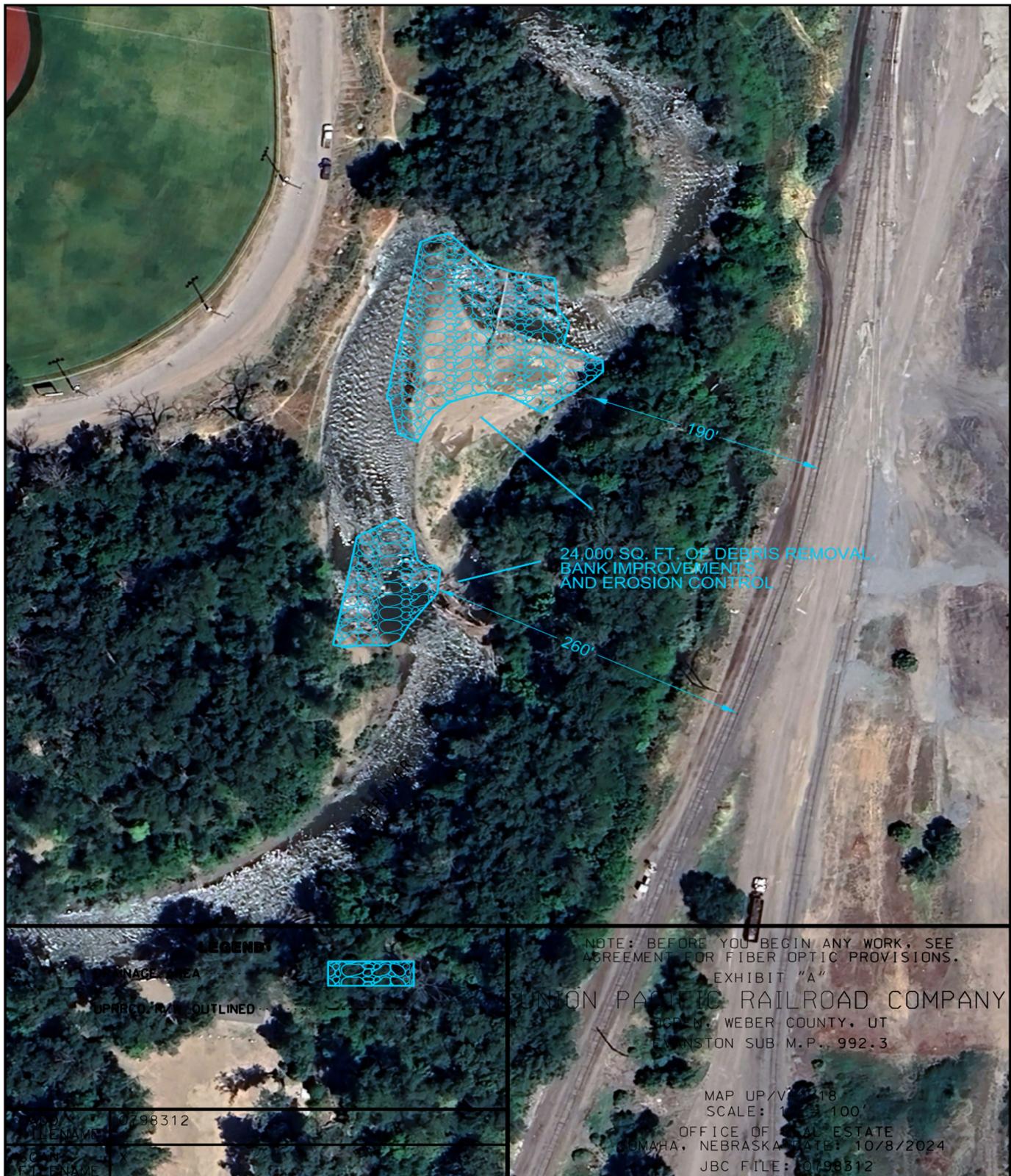
# UNION PACIFIC RAILROAD COMPANY

By \_\_\_\_\_  
Kris Jones  
*Senior Analyst Real Estate - Contracts*

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(Contractor Name)

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_



Serge Simmons River Restoration Project  
Railroad Coordination  
01 31 14

Modified November 7, 2024

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## EXHIBIT B

### ***CONTRACTOR'S RIGHT OF ENTRY AGREEMENT***

#### **Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.**

- A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

## **Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

## **Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor,

and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

- A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall complete the required form at up.com/CBUD to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.
- B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

- A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.
- B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.
- C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

**Section 8. INDEMNITY.**

- A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this agreement by Contractor.
- B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party,

except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

- C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against Railroad.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

#### **Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

#### **Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

#### **Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

#### **Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all subcontractors to maintain the insurance coverage required to be maintained by Contractor as provided in this Agreement, and to indemnify Contractor and Railroad to the same extent as Railroad is indemnified by Contractor under this Agreement.

## ***EXHIBIT C***

### **Union Pacific Railroad Company Insurance Provisions For Contractor's Right of Entry Agreement**

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from the Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excel workers compensation coverage must be provided. Coverage must include liability arising out of the U.S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

**D. Railroad Protective Liability insurance.** Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

**E. Umbrella or Excess insurance.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

**F. Pollution Liability insurance.** Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or nonhazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

## **Other Requirements**

- G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

## **EXHIBIT D TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

### ***MINIMUM SAFETY REQUIREMENTS***

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

#### **I. Clothing**

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

#### **II. Personal Protective Equipment**

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.

(iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

100 feet of a locomotive or roadway/work equipment

15 feet of power operated tools

150 feet of jet blowers or pile drivers

150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

(iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

### **III. On Track Safety**

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

### **IV. Equipment**

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

Familiar and comply with Railroad's rules on lockout/tagout of equipment.

Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track. Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

## **V. General Safety Requirements**

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
  - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
  - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
  - (v) Before stepping over or crossing tracks, look in both directions first.

- (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

END OF SECTION

## **SECTION 01 32 16**

## **PROGRESS SCHEDULE**

This specification changes a portion of APWA Standard Specification Section 01 32 16. All other provisions of the Section remain in full force and effect.

### **1.2 TYPE OF SCHEDULE**

- A. Activity Bar Chart (Gantt) Schedule required.

**END OF SECTION**

# SECTION 01 33 00

## SUBMITTAL PROCEDURE

*This specification replaces APWA Standard Specification Section 01 33 00 in its entirety.*

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Submittal register requirements.
- B. Transmittal form requirements.
- C. Important submittal due dates.

#### 1.2 SUBMITTALS

- A. Use the attached Transmittal Form (Form 01 33 50-1) when making submittals.

#### 1.3 SUBMITTAL REGISTER PROCEDURE

- A. Use the Contract Documents to identify product data, samples and materials which require submission for information only. See Article 1.5.
- B. For submittals requiring Engineer's review or action, see Article 1.4.
- C. Determine appropriate review due dates for the submittals.
- D. Prepare register and transmit it to the Engineer.

#### 1.4 SUBMITTALS REQUIRING REVIEW OR ACTION

- A. The following table lists submittals which require Engineer's review or action. Transmit these submittals to the Engineer, at 2549 Washington Boulevard, suite 761, Ogden, Utah 84401.

**Table 1 - SUBMITTALS REQUIRING REVIEW OR ACTION**

No.	Submittal	Section Reference	When Due
1	Submittal Register	01 33 50	Pre-construction conference
2	Preliminary Progress Schedule	00 72 00	Pre-construction conference
3	Shop Drawing Schedule, Schedule of Values, Mobilization Plan, Safety Plan	01 71 13	Pre-construction conference
4	Quality Control Program	01 45 00	Pre-construction conference
5	Testing Agency Name, Address, Telephone No., Manager Name, Licenses and certificates	01 45 00	Pre-construction conference
6	Permits for Work	00 80 10	Prior to Starting Work
7	Traffic Control Plan	01 55 26	72 Hours Prior to Starting Work
8	Construction Land Surveyor Name, Address, Registration No.	01 71 34	72 Hours Prior to Starting Work
9	Progress Schedule	01 32 16	Every two weeks, and with each pay application.
10	Redline Certification	01 78 39	With Each Pay Request
11	Written Permission to use Private Citizen's Property and Water	01 31 13	24 Hours Prior to Use
12	Common Fill	31 05 13	Prior to Placement
13	Aggregate Base Courses	32 11 23	10 days Prior to Placement
14	Cement Treated Fill	31 05 15	Prior to Placement

No.	Submittal	Section Reference	When Due
15	Passing Untreated Base Course Compaction Test Control Reports	31 23 26	Daily as UTBC is placed
16	Geotextile	31 05 19	Prior to Placement
17	Equipment List	00 72 00	As requested by OWNER
18	Depth of Backfill Lift if greater than specified	33 05 20 31 23 23 32 05 10	7 Days Prior to Change
19	Field Test Reports	01 45 00	End of Current Day
20	Laboratory Test Reports	01 45 00	Within 48 Hours
21	Select Fill Mix Design	32 11 23	7 Days Prior to Use
22	Asphalt Concrete Mix Design Supplier's Mix No.	32 12 03	7 Days Prior to Use
23	Asphalt Concrete Batch Delivery Ticket	32 12 05	Upon Delivery to Site
24	Seal Source Data and Supplier's Mix No.	32 01 13.50-71	10 days Prior to Use
25	Portland Cement Concrete Source Data and Supplier's Mix No.	03 30 04	7 Days Prior to Use
26	Water System Product Data	33 11 00	7 Days Prior to Installation
27	Water System Disinfection Report	33 13 00	Prior to Water Line Use
28	Pipeline Commissioning	33 08 00	Prior to System Use
29	Name, Certification Number and renewal date for all ACI Certified Finishers	03 30 04	7 Days Prior to 1st Concrete Placement
30	Portland Cement Concrete Quality Control Test Reports	03 30 04 03 30 05 03 30 10	Daily as applicable
31	Portland Cement Concrete Batch Delivery Ticket	03 30 10	Upon Delivery to Site
32	Portland Cement Concrete Curing Compound Source, Type, and Data	03 39 00	7 Days Prior to 1st Concrete Placement
33	Irrigation Layout Drawings	32 84 23	Prior to Installation
34	Ground Cover Plants	32 93 13	Prior to Installation
35	Top Soil Supplier and Source Data	31 05 13	7 Days Prior to Placement
36	Certification of Compliance and Request for Final Inspection	01 75 50	7 Days Prior to Substantial Completion
37	Irrigation O&M Documentation	32 84 23	Prior to Final Payment
38	Land Survey Closeout Documentation	01 71 23 01 71 34 31 05 10	Prior to Final Payment
39	Evidence of Payment to Suppliers and Subcontractors	01 78 50 00 72 00	Prior to Final Payment
40	Redlines	01 78 39	Prior to Final Payment
41	Water Line Commissioning Test Reports	01 78 39 33 08 00	Prior to Final Payment
42	O&M Manuals	01 78 23	Prior to Final Payment
43	Submittal Reports	01 45 00	Prior to Final Payment
<u>NOTES:</u>			
1. Section references listed in this table but not found in the Contract Documents may be found in the APWA Standard Specifications.			

## 1.5 SUBMITTALS FOR INFORMATION ONLY

A. Submittals identified in the Standard Specifications or in the Contract Documents, which are not identified in this section are for information only and do not require review or action by Engineer or resident project representative. Such submittals, however, will be monitored and spot checked. When spot checks indicate non-compliance, Contractor will be notified.

## 1.6 ENGINEER'S STAMP

A. Form of the Engineer's stamp is as follows:

<u>SUBMITTAL REVIEW</u>	
<input type="checkbox"/> NO EXCEPTIONS TAKEN	<input type="checkbox"/> REJECTED
<input type="checkbox"/> MAKE CORRECTIONS NOTED	<input type="checkbox"/> RESUBMIT
<input type="checkbox"/> SUBMIT SPECIFIED ITEM	<input type="checkbox"/> DO NOT RESUBMIT
This review is for general conformance with the design concepts of the work and general compliance with the Contract Documents and does not constitute an approval or variance. Corrections or comments, or the failure to make them, on this review does not relieve the Contractor from full contract compliance.	
The Contractor is responsible for compliance with all contract provisions, dimensions, sizes, capacities, fabrication and construction techniques, installation, coordinating work with others, and performing the work in a safe and satisfactory manner.	
Date: _____ By: _____	
	<b>OGDEN CITY ENGINEERING</b>

B. Meaning of Engineer's stamp:

1. No Exceptions Taken: Submittals which have been reviewed without requested correction.
2. Make Corrections Noted: Submittals which have only minor discrepancies. Resubmission will not be required unless the stamp is marked "Resubmit".
3. Submit Specified Item: Submittals which are incomplete or require more than minor corrections will be annotated to indicate necessary corrections. Resubmit the part of the submittal showing the corrections.
4. Rejected: Submittals which are fundamentally in error, cover wrong equipment or construction, or require extensive corrections.
5. Resubmit: Submittals which require resubmission. Make corrections required, note any changes by dating the revisions to correspond with the change require date, and resubmit the corrected material.
6. Do Not Resubmit: Submittals which are not necessary to resubmit.

## PART 2 PRODUCTS

Not Used

## PART 3 EXECUTION      Not Used

### INSTRUCTIONS FOR 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 01 33 50-1 and submit it to Engineer.
2. Resubmittals: If a submittal is returned for correction, provide a new Submittal Identification Number. Identify the number on the submittal register and resubmit the information for review. Do not amend the data already contained on the submittal register.

#### SUBMITTAL REGISTER

1. Scheduled Activity: If an activity on the Progress Schedule is assigned to the submittal, place the schedule activity number in the "Scheduled Activity" column.
2. Submittal Item No.: Assign to each entry on the Submittal Register a sequential number in the "Submittal Identification (Item Number)" column.
3. Review Action: The "Review Action" column identifies technical review responsibility of submittal. Review of all products and materials is the Contractor's responsibility; however, certain specified submittals will also require Engineer's review.
  - a. If "Review Action" Column is Blank: Identified submittal shall be approved by the Contractor and then submitted to the Engineer for information.
  - b. If the Engineer is identified in the "Review Action" Column: Identified submittals shall be first approved by the Contractor and then submitted to the Engineer for review.
4. Engineer Action Dates: This column is for Engineer's use to record date submittal was received and the action code assigned in the submittal review process.

END OF SECTION



# **SECTION 01 33 50**

## **TRANSMITTALS**

*This specification is an addition APWA Standard Specification, Section 01 33 50.*

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Submittal register requirements.
- B. Transmittal form requirements.
- C. Important submittal due dates.

#### **1.2 TRANSMITTALS**

- A. Use the attached Transmittal Form (Form 01 33 50-1) when making submittals.

#### **1.3 TRANSMITTAL OF SUBMITTAL REGISTER**

- A. Use the Contract Documents to identify product data, samples and materials which require submission for information only. See Article 1.5.
- B. For submittals requiring Engineer's review or action, see Article 1.4.
- C. Determine appropriate review due dates for the submittals.
- D. Prepare register and transmit it to the Engineer.
- E. Transmit these submittals to the Engineer, at 2549 Washington Boulevard, suite 761, Ogden, Utah 84401.

TRANSMITTAL FORM				DATE		[ ] NEW SUBMITTAL [ ] RESUBMITTAL	
<b>Section I</b>		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. a.	DESCRIPTION OF ITEM SUBMITTED (Type, size, model number, etc.) b.	SAMPLE OR CER- TIFICATE (See instructions) c.	NO. OF COPIES d.	CONTRACT REFERENCE DO- CUMENT		VARIATION (See instruc- tions) g.	ENGINEER REVIEW CODE (See instruc- tions) h.
				SPEC. PARA. No. e.	DRAWING SHEET No. f.		
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							
<b>Section II</b>		OWNER'S ACTION This section will be completed by the ENGINEER)					
ENCLOSURES RETURNED (List by Item No.)			SIGNATURE OF REVIEWING AGENT				DATE

FORM 0133 50-1 (Read Instructions on the next page prior to initiating this form)

Serge Simmons River Restoration Project

Modified November 7, 2024

Transmittals  
01 33 50

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## INSTRUCTIONS

### GENERAL

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

### SECTION I

1. Transmittal No: Number each transmittal consecutively in the space entitled "Transmittal No." This number will identify each submittal.
2. Previous Transmittal No: Mark the box for re-submittal and insert the transmittal number of last submission as well as the new submittal number in the spaces provided. Each re-submittal 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 01330-1).
5. Column "c": When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate".
6. Column "g": Contractor will place a check mark in the "Variation" column when a submittal is not in accordance with the plans and specifications - also, a written statement to that effect shall be included in the space provided for "Remarks" or on a separate page.
7. Column "h": For each item reviewed, Engineer shall assign action codes as follows:
  - A. No Exceptions Taken
  - B. Make Corrections Noted. Re-submission not required.
  - C. Submit Specified Item.
  - D. Rejected.
  - E. Resubmit
  - F. Do not resubmit. Receipt acknowledged.
  - G. Will be returned by separate correspondence.
  - H. Other (specify).

END OF SECTION

## **SECTION 01 45 00**

# **QUALITY CONTROL**

This specification changes a portion of Section 01 45 00. All other provisions of the Section remain in full force and effect.

*Add the following Article to Part I.*

### **1.7 QUALITY CONTROL PROGRAM**

- A. Quality Control Program: Provide a quality control program which includes procedures and organization so equipment, workmanship, fabrication, construction, operations, and inspections comply with the Contract Documents.
- B. Quality Control Program Manager Qualifications:
  - 1. Not Contractor's work or site superintendent.
  - 2. Quality control experience with projects of similar type and magnitude.
  - 3. Authorized as Contractor's representative for all quality control and quality assurance matters.
- C. Quality Control Program Manager Responsibilities:
  - 1. Manage and supervise quality control plan and quality control surveillance personnel.
  - 2. Verify that testing procedures comply with contract requirements.
  - 3. Verify that facilities and testing equipment are available and comply with testing standards.
  - 4. Check test instrument calibration data against certified standards.
  - 5. Verify that recording forms, including all the documentation requirements, have been prepared.
  - 6. Prepare copies of each test result with all necessary data recorded and with documentation and computations compiled.
  - 7. Provide more testing, if, in Engineer's opinion, work is not being adequately controlled.
  - 8. Immediately report any non-compliance of materials and mixes to Engineer and Contractor.
  - 9. When an out-of-tolerance condition exists, perform additional control testing until tolerance is attained.
  - 10. Correlate Contractor's quality assurance testing program (Section 01 43 00) with Engineer's acceptance testing program (Section 01 46 00).

**END OF SECTION**

## **SECTION 01 55 26**

### **TRAFFIC CONTROL – B**

This specification 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 articles to Part 3.*

#### **3.3 SPECIAL TRAFFIC CONTROL PROVISIONS**

- A. In General:
  - 1. Provide, maintain and control all traffic information signs and traffic control devices as indicated in the current edition of the Manual of Uniform Traffic Control Devices.
  - 2. Regulate traffic as indicated in Manual of Uniform Traffic Control Devices.
  - 3. Sandbag all temporary traffic control signs and barricades.
  - 4. Operate large equipment on major streets only during off-peak hours. Peak hours are normally 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.
  - 5. Provide and maintain one 12 feet wide traffic lane for each direction of travel at all times.
- B. Traffic Control Plan:
  - 1. Submit a Traffic Control Plan which satisfies requirements in Manual of Uniform Traffic Control Devices and those of the Ogden City Transportation Engineer.
- C. Traffic Control Devices:
  - 1. Install traffic control devices before work activities start.
  - 2. Maintain devices to ensure proper function.
  - 3. Wash devices weekly unless conditions warrant more frequent cleaning.
  - 4. Replace any device missing any part of the message or background.
  - 5. Remove devices when no longer required.
- D. Access:
  - 1. Provide access to all affected properties *[except for durations of less than 24 hours]*. In all cases:
    - a. Provide alternate access whenever normal access is blocked and an alternate access method is possible.
    - b. Notify property owners 48 hours in advance of change or loss of access and the anticipated duration.
  - 2. Keep open for travel at all times each section of roadway or sidewalk being worked on or provide alternate vehicular and pedestrian passage ways. Follow provisions of the current Manual of Uniform Traffic Control Devices (MUTCD) for walkway signing and barricading.
  - 3. Construct temporary ramps over concrete curb, gutter and sidewalk and other construction to each business entrance as required for uninterrupted access.
- E. Parking Restrictions:
  - 1. Post "No Parking" signs every 50 feet 24 hours in advance of need.

#### **3.4 LOST OR DAMAGED TRAFFIC FIXTURES**

- A. Replace lost or damaged traffic regulation signs and traffic information signs at no additional cost to Owner.

END OF SECTION

## **SECTION 01 78 50 CLOSEOUT PROCEDURES**

This specification changes a portion of APWA Standard Specification Section 01 78 50. All other provisions of the Section remain in full force and effect.

*Add paragraph 1.4E to read as follows.*

### **1.5 CLOSEOUT SUBMITTALS**

- A. Form 01 78 50-1: Certificate of Compliance and request for final inspection. (See copy on the page following this one).

Add the following article to Part 1.

### **1.6 CLOSEOUT SCHEDULE**

- A. As defined in APWA Standard Plan No. 110.

END OF SECTION

**CONTRACTOR'S  
CERTIFICATION OF COMPLIANCE**  
(and request for Final Inspection)

Certification of Compliance and Punch List of Uncompleted items must be submitted with final request for payment.

**DATE** \_\_\_\_\_

**PROJECT NAME AND NUMBER**  
\_\_\_\_\_

**PORTION OF WORK COMPLETE**

All of the work as per the contract has been completed and approved.

---

**CERTIFICATION**

I certify that I, \_\_\_\_\_ (name) am an authorized official of \_\_\_\_\_ (company) working in the capacity of \_\_\_\_\_ and have been duly authorized by said company to make the following statements.

1. As the CONTRACTOR's representative, I do hereby certify by personal knowledge that all Work or portion of the Work described above has been performed in every particular in accordance with and conformance to the Contract Documents and that the Work or portion of the Work is ready for Final Inspection.
2. It is understood that neither the determination of the ENGINEER that the Work is Substantially Complete, nor the acceptance thereof, shall operate to bar claims against the CONTRACTOR for non-compliance with the Contract Documents.
3. As the CONTRACTOR's representative, I do hereby certify by personal knowledge that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the OWNER or the OWNER's property might be responsible or encumbered, have been paid or otherwise satisfied.

I hereby request the ENGINEER accept the Work as being Substantially Complete and schedule the Final Inspection.

---

Signature

## PUNCH LIST FOR PROJECT COMPLETION/APPROVAL

This list contains both generic and project-specific items that will need to be completed before final payment can be made on this project. These items will be discussed at the post-construction meeting.

1. Final Inspection was completed.
2. All items as bid have been completed.
3. Example (The change order, was completed and approved to replace the curb and inlet box).
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

This project has been completed to the satisfaction of the Project Inspector and the Project Engineer/Manager and final payment to contractor is requested.

---

Signature of Engineer

---

Date

END OF SECTION