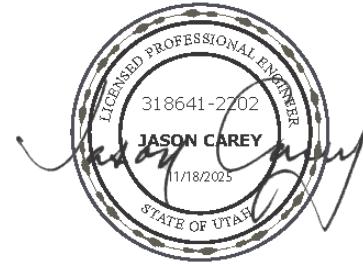


SECTION 00 90 10

ADDENDUM No. 1



PART 1 GENERAL

1.1 DOCUMENT INCLUDES

- A. Changes to Document 00 10 00 Invitation to Bid
- B. Changes to Document 00 41 10 Bid Schedule
- C. Changes to Document 00 41 50 Contract Time
- D. Changes to Document 00 50 00 Agreement
- E. Clarifications

1.2 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as SU078 OBE Weber River Surf Wave Project
- B. Date of this Addendum is Nov 18, 2025

PART 2 CHANGES

2.1 CHANGES TO PRIOR ADDENDA

- A. None

2.2 CHANGES TO BIDDING REQUIREMENTS

A. Document 00 10 00 INVITATION TO BID

- 1. 1.2 Description of work
 - i. Replaced "concrete weir removal" with "concrete weir modification" and replaced "OHI hydraulic gate system" with "OHI pneumatic gate system"
- 2. 1.5 Contract Time
 - i. Increased time to be substantially completed from 180 calendar days to 300 calendar days
- 3. 1.9 Bid Location and Opening
 - i. Changed date and time of bid due date to "3:00 p.m., 12/4/2025"

B. Document 00 41 00 BID SCHEDULE Bid Schedule No.1

- 1. Bid Item 4 Demo Trees
 - i. Renamed Description to Demo Large Trees (24"-32" dia.)
 - Decreased quantity to 1
- 2. Added Bid Item 4a Demo Medium Trees (12"-23.9" dia.)
 - i. Quantity of 8, Unit Each
- 3. Added Bid Item 4b Demo Small Trees (6"-11.9" dia.)

- i. Quantity of 30, Unit Each
- 4. Bid Item 37 Compacted Structural Fill
 - i. Changed description to “CDF or CLSM Fill”
 - ii. Reduced Quantity from 69 CY to 46 CY
- 5. Bid Item 68 Contingency for vacuum assist (*)
- i. Removed the words “Contingency for” in the description to now read as only “Vacuum assist (*)”
- 6. Bid Item 74 Precast Concrete Manholes
 - i. Removed the word “Precast” in the description to now read as only “Concrete Manholes”

C. Document 00 41 00 BID SCHEDULE Part 3 Measure and Payment

- 1. Bid Item No. A12 Bonding and Insurance
 - i. Removed part D that states “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

- 2. Bid Item No. A13 Mobilization and Demobilization
 - i. Added part C that states “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. Bid Item No. 4 Demo Trees
 - i. Renamed to “Demo Large Trees (24”-32” dia.)
 - ii. Reworded part B verbiage to the following: “Payment covers complete cost of demolition of trees with a diameter at breast height (DBH) between 24” and 32”. Trees shall be removed down to surface level. Including but not limited to, cutting, felling, handling, disposal, and stabilizing and redistribution onsite of topsoil and upland soils. Does not include any root excavation. All root removal, if required, is included

under separate excavation bid items. All debris and vegetation shall be disposed of in an offsite facility. All tree cutting should occur outside of the bird migratory nesting season, delays associated with seasonal restrictions are included in this Bid Item.”

4. Added Bid Item No.4a Demo Medium Trees (12"-23.9"dia.)
 - i. Measurement is per Each (EA) to be demolished.
 - ii. Payment covers complete cost of demolition of trees with a diameter at breast height (DBH) between 12" and 23.9". Trees shall be removed down to surface level. Including but not limited to, cutting, felling, handling, disposal, and stabilizing and redistribution onsite of topsoil and upland soils. Does not include any root excavation. All root removal, if required, is included under separate excavation bid items. All debris and vegetation shall be disposed of in an offsite facility. All tree cutting should occur outside of the bird migratory nesting season, delays associated with seasonal restrictions are included in this Bid Item.
5. Added Bid Item No.4b Demo Small Trees (6"-11.9"dia.)
 - i. Measurement is per Each (EA) to be demolished.
 - ii. Payment covers complete cost of demolition of trees with a diameter at breast height (DBH) between 6" and 11.9". Trees shall be removed down to surface level. Including but not limited to, cutting, felling, handling, disposal, and stabilizing and redistribution onsite of topsoil and upland soils. Does not include any root excavation. All root removal, if required, is included under separate excavation bid items. All debris and vegetation shall be disposed of in an offsite facility. All tree cutting should occur outside of the bird migratory nesting season, delays associated with seasonal restrictions are included in this Bid Item.
6. Bid Items No.7,13,23,31,39,42,48 General Excavation and Stockpiling
 - i. Part B: Removed “Rootball” and replaced with “root cutting and excavation”
 - ii. Part B: Added “woody debris, shrubs, bushes, willows, trees with diameter at breast height below 6”, and roots”. The sentence now reads, “incidental work or materials including removal and disposal of trash, woody debris, shrubs, bushes, willows, trees with diameter at breast height below 6”, and roots.”
7. Bid Item No.24 Over Excavation for Boat Ramp
 - i. Added part C that states, “Payment includes removal and disposal of material that cannot be reused onsite. Includes any root cutting, removal, and disposal of roots within boat ramp excavation area”

8. Bid Item No. 37 Compacted Structural Fill
 - i. Measure and Payment was deleted
9. Bid Item No. 37,51 CDF or CLSM Fill
 - i. Added Bid item 37 to this measure and payment
10. Bid Item No.73 Establish Control Building
 - i. Added part C that states, “Final stamped Schweitzer control building drawings are available upon request. These drawings do NOT show how the OHI pneumatic system should be laid out and installed, these are only for the building itself.”
11. Bid Item No.74 Concrete Manholes
 - i. Removed “Precast” in the description to read as “Concrete Manholes”
 - ii. In part B, Removed all “precast” references. Part B verbiage is now the following, “Payment covers complete cost of furnishing, placement and installation of the 6 feet Diameter concrete manhole shown in the Project Drawings and described in the technical specifications, including shop drawings. Work includes, but is not limited to all equipment, materials and labor required to furnish and install the concrete manholes such as furnishing and installing manhole, base slab to support manhole against buoyant forces included, excavation, dewatering, backfill, preparing sub grade, connection knockouts; risers, grates, and covers; ladder rungs; grouting; rebar dowels; connection to existing and/or new conduits, material compaction and testing and all other items needed to complete the work including cleaning and placing structures in service.”
 - iii. Added part C that states, “If manholes are cast in place in the field, the excavated area must be fully dewatered.”
 - iv. Added part D that states, “Payment includes root cutting, removal, and disposal within manhole excavation area”
12. Bid Item No. 75 Furnish and Install Air line and Telemetry
 - i. Added part C that states, “payment includes any root cutting, removal, disposal and pruning within trench zone”
13. Bid Item No.77 Pour Concrete Base and Furnish and Install Web Camera Poles
 - i. Added part C that states, “payment includes trenching, bedding, furnish and installation of 2” PVC conduit from the control building to each pole base, and backfill and compaction of trenches; root cutting, removal, disposal and pruning within trench zone.”

D. Document 00 41 50 CONTRACT TIME

1. 1.3 Definitions

- i. Removed part B that stated “this project, Suspended Contract Time is anticipated between the Notice to Proceed date (approximately end of January) and the end of peak Spring runoff flows (mid-late June). Tree removal must occur before the migratory bird nesting season starts in March.”

2. 1.4 Contract Time

- i. Removed 180 calendar days and replaced with 300 calendar days

2.3 CHANGES TO AGREEMENT AND OTHER CONTRACT FORMS

A. Document 00 50 00 AGREEMENT

1. 2.2 Contract Time

- i. Part A removed the verbiage “for this project, Suspended Contract Time is anticipated between the Notice to Proceed date (approximately end of January) and the end of peak Spring runoff flows (mid-late June). Tree removal must occur before the migratory bird nesting season starts in March;”

2.4 CHANGES TO CONDITIONS OF THE CONTRACT

A. None

2.5 CHANGES TO SPECIFICATIONS

A. None

2.6 CHANGES TO DRAWINGS

A. None

2.7 CLARIFICATIONS

- A. Tree removal/pruning must be completed before March 1 2026 (when bird migratory nesting season starts). Postpone any necessary root cutting and removal until project resumes after peak spring runoff flows have decreased to consistently below 400 cfs.
- B. The root excavation remains in the general excavation and stockpiling bid item rather than including root excavation to the demo trees bid items as previously stated in the pre-bid meeting. Changed “rootball excavation” to “root cutting and excavation” because we only want the roots cut and removed down to proposed subgrade level. The entire rootball excavation may not be necessary unless its above subgrade level. Also added removal and disposal of woody debris, bushes and small trees under 6” diameter as incidental to the

general excavation item. There are approximately 20 trees between 3" and 6" diameter that will need to be removed as part of the general excavation bid item.

- C. The weed control before grubbing of the staging area is not limited to only hand removing and bagging the weeds as previously stated in the prebid meeting. We are open to other means and methods for weed removal/control but this must be approved by the Engineer beforehand. The soil collected that's contaminated with weeds must not be reused, but shall be stockpiled in a separate pile and hauled off site.
- D. Vacuum assist is required and not a contingency. To clarify Section 00 12 00 Special Provision Section 6.02 Pneumatic gate system part d, the abutment plates are required for the steel gates, but the abutment plates do not have to be heated.

END OF SECTION

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:

SU078 OBE Weber River Surf Wave 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: about 1/4 mile downriver of Exchange Rd Bridge.

B. The estimated cost of the work is \$ 3200000.

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 2025 Edition published by the Utah Chapter of the American Public Works Association (APWA) and Ogden City's Engineering Standards for Public Improvements 2025 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:

River and River Bank Restoration, care of water, concrete weir modification, tree removal, rock and boulder placement, fish passage channel, steel sheet pile, concrete casting and pouring, OHI pneumatic gate system, concrete access ramp, and all appurtenant work in accordance with the Drawings and Specifications

1.3 BIDDERS' PRE-QUALIFICATION

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.

B. GPS machinery is required as stated in Section 01 12 00 Special Provision 2.09 Site Grading

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 300 calendar days after the date of the Notice to Proceed, not counting calendar days during the anticipated one-time Suspended Contract Time.

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. **MANDATORY PRE-BID CONFERENCE will be held at 10:30 a.m on 11/12/2025** at 2549 Washington Boulevard, Ogden, Utah in the 7th floor 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, 2nd floor information desk, Ogden, Utah, until 3:00 p.m., 12/4/2025, 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. 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.

Ogden City Purchasing Agent

Published: November 1st and 8th, 2025

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:
SU078 OBE Weber River Surf Wave 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
SU078 OBE Weber River Surf Wave Project

BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTALS
Site Preparation					
1	Construction Access, Staging, and Repair	1	LS		
2	Erosion Control and General BMPs	1	LS		
3	Protect In Place (PIP)	2	LS		
4	Demo Large Trees (24"-32" dia.)	1	EA		
4a	Demo Medium Trees (12"-23.9" dia.)	8	EA		
4b	Demo Small Trees (6"-11.9" dia.)	30	EA		
5	Care of Water	1	LS		
				Sub Total:	
Weir Demolition					
6	Existing Concrete Demolition and Haul Off and Disposal	186	CY		
				Sub Total:	
River Right Bank Restoration					
7	General Excavation and Stockpiling	120	CY		
8	Haul and Disposal of Alluvial Material Offsite	93	CY		
9	Furnish and Install Boulder	189	TON		
10	Place Alluvial Backfill	27	CY		
11	8 oz Non-Woven Filter Fabric	212	SY		
12	Erosion Control Blanket Type 1	137	SY		
				Sub Total:	
River Left Bank Restoration					
13	General Excavation and Stockpiling	1,241	CY		
14	Haul and Disposal of Alluvial Material Offsite	1,166	CY		
15	Furnish and Install Boulder	533	TON		
16	Furnish and Install Slabstone	455	TON		
17	Place Alluvial Backfill	76	CY		
18	8 oz Non-Woven Filter Fabric	637	SY		
19	Furnish and Install Topsoil	181	CY		
20	Seed Mix	1,667	SY		
21	Hydromulch	543	SY		
22	Erosion Control Blanket Type 1	771	SY		
				Sub Total:	
Access Ramp					
23	General Excavation and Stockpiling	41	CY		
24	Over Excavation for Boat Ramp	81	CY		
25	Haul and Disposal of Alluvial Material Offsite	118	CY		
26	Furnish and Install Clean Sand or Gravel Fill	66	CY		
27	Furnish and Install Reinforced Concrete Slab (8")	15	CY		

BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTALS
28	8-oz non-woven filter fabric	70	SY		
29	Furnish and Install Boulder	20	TON		
30	Place Alluvial Backfill (ramp Boulder Toe)	3	CY		
				Sub Total:	
	Downstream Engineered Riffle Grade Control				
31	General Excavation and Stockpiling	524	CY		
32	Haul and Disposal of Alluvial Material Offsite	476	CY		
33	Furnish and Install Boulder	332	TON		
34	Place Alluvial Backfill	47	CY		
35	Steel Plate protection at crest	38	SF		
36	Cast in Place Concrete Including Rebar	32	CY		
37	CDF or CLSM Fill	46	CY		
38	8oz Non-Woven Filter Fabric	376	SY		
				Sub Total:	
	River Bed /Pool Regrading				
39	General Excavation and Stockpiling	1,417	CY		
40	Haul and Disposal of Alluvial Material Offsite	963	CY		
41	Place Alluvial Backfill	454	CY		
				Sub Total:	
	Concrete Surf Wave and Fish Passage Channel				
	<i>Boulder Drops & Fish Passage</i>				
42	General Excavation and Stockpiling	232	CY		
43	Haul and Disposal of Alluvial Material Offsite	166	CY		
44	Furnish & Install Boulder	466	TON		
45	Place Alluvial Backfill for fabric protection	66	CY		
46	8oz Non-Woven Filter Fabric	283	SY		
47	Steel Plate protection at crest and walls upstream edge	25	SF		
	<i>Concrete Surf Wave & Concrete pad for OHI Rubber Rocks on River Right</i>				
48	General Excavation and Stockpiling	368	CY		
49	Haul and Disposal of Alluvial Material Offsite	325	CY		
50	Cast in Place Concrete Including Rebar	149	CY		
51	CDF or CLSM Fill	432	CY		
52	8oz Non-Woven Filter Fabric	344	SY		
53	Steel Plate protection at crest	58	SF		
54	Sheet Pile	2,413	SF		
55	Furnish & Install Boulders	303	TON		
56	Place Alluvial Backfill for fabric protection	43	CY		
57	Grout	17	CY		
				Sub Total:	

BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTALS
58	Furnish and Install Pneumatic Gate System - (*) items below included in LS	1	LS		
	<i>Upper wave and upstream Control</i>				
59	Furnish and Install OHI Steel Gate - Surf Wave (*)	3	EA		
60	Furnish and Install OHI Rubber Rock - Upstream control (4'x12') (*)	2	EA		
61	Furnish and Install OHI Rubber Rock - Upstream control (4'x9') (*)	1	EA		
62	Furnish and Install OHI Rubber Rock - Upstream control (3'x3') (*)	1	EA		
63	Furnish and Install OHI Rubber Rock - Upstream control (4'x7') (*)	2	EA		
	<i>Downstream Control Drop</i>				
64	Furnish and Install OHI Rubber Rock - Downstream control (2'x12.5') (*)	6	EA		
	<i>PLC, furniture and installation</i>				
65	IR R7.5I-115 10HP Rotary Screw Air Compressor with Dryer & Tank (*)	1	EA		
66	Square D M340 PLC Based Control System (*)	1	EA		
67	15 Zone Air Control Panel (*)	1	EA		
68	Vacuum assist (*)	1	EA		
69	Installation supervision (*)	1	LS		
70	Freight out (*)	1	LS		
71	Gate Position Sensors for Steel Gates (*)	3	LS		
72	Abutment Plates - 1/4" stainless steel (*)	2	EA		
73	Establish Control Building	1	LS		
74	Concrete Manholes	6	EA		
75	Furnish and Install Air Lines and Telemetry	1	LS		
76	Furnish and install Survey Monument Cap and Base	1	LS		
77	Pour Concrete Base and furnish and Install Web camera poles	2	EA		
				Sub Total:	
A4	Traffic Control	1	LS		
A12	Bonding and Insurance	1	LS		
A13	Mobilization and Demobilization	1	LS		
A22	Construction Survey Staking	1	LS		
				Sub Total:	
				Totals:	

Total = \$ _____

Schedule Total in Words _____

Signature _____

PART 3 MEASUREMENTS AND PAYMENT

3.1 GENERAL

- A. See measurement and payment procedures in 2025 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.

3.2 BID ITEM DESCRIPTIONS

Bid Item No. 1

CONSTRUCTION ACCESS, STAGING AND REPAIR

- A. Measurement is per Lump Sum (LS).
- B. Work includes the installation, maintenance and removal of Staging Area and temporary access roads, temporary haul roads, access ramps and other access points required for access to construction of the project. Work covers furnishing all materials, equipment, labor, and incidentals necessary to complete the work. Restoration of the staging and temporary access areas is considered a part of the work. Payment covers the complete installation and removal of any and all structures required to protect the work, perform the work and protect the Public from the work.

Bid Item No. A4

TRAFFIC CONTROL

- A. Measurement is per Lump Sum (LS).
- B. Meet or Exceed APWA 2025 Standard Specification 01 55 26 and Technical Specifications Section 00 90 00, 2.5. Costs include developing plan, seeking approvals and permits, implementing, maintaining and restoring traffic control and related activities for construction that addresses vehicle, pedestrian and river traffic on the surrounding roads, Weber bike path and pathways and the Weber River.

Bid Item No. A12

BONDING AND INSURANCE

- A. Measurement is per Lump Sum (LS).
- B. Work includes providing all required bonds and insurance and Union Pacific (UP) Permit fee (see section 2.03.04 and Appendix C within Section 01 12 00 Special Provision)
- C. Payment also includes submitting the Union Pacific agreement and following all their requirements coordination with Union Pacific on project timeline, and additional insurance

policy that includes railroad liability coverage on the contractors insurance policy as stated in section 2.03.04 and Appendix C.

Bid Item No. A13

MOBILIZATION AND DEMOBILIZATION

A. Measurement is per Lump Sum (LS).

B. Work includes but is not limited to: mobilization; demobilization; installation of temporary work area facilities; bringing and removing all necessary construction equipment to and from the site; weed control before grubbing: invasive species and noxious weed seeds shall be removed from the staging area, ingress and egress, and all areas disturbed by construction activities prior to mobilization into the site ; obtaining and adhering to permits; establishing Temporary Facilities; and protecting general public; obtaining access permission, contracting, scheduling, inspections, delays and any and all incidentals.

C. 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

Bid Item No. A22

CONSTRUCTION SURVEY STAKING

A. Measurement is per Lump Sum (LS).

B. Payment will be payment in full for furnishing all material, equipment, labor, and incidentals necessary to stake out the work, control the tolerances of work and provide as-builts of the work. Costs include protecting in place survey control or reestablishing control with permanent monuments tied to local project datums. 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 and as-built drawings. No separate or additional payment will be made for preparing survey documents including but not limited to office time, preparing and checking survey notes, and all other related preparation work. Costs incurred caused by survey errors will be at no additional cost to the OWNER. Repair any damage to the Work caused by CONTRACTORS'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 by CONTRACTOR.

Bid Item No. 2**EROSION CONTROL (EC) & GENERAL BMP'**

- A. Measurement is per Lump Sum (LS).
- B. EC Work covers development of an Erosion and Sediment Control (ESC) Plan to minimize environmental impact and non-point source pollution and submittal of the plan to the OWNER for review acceptance.
- C. EC Work covers the development, implementation, and management of the project 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.
- D. EC Work covers development of a Spill Prevention Control and Countermeasures (SPCC) Plan, and Equipment Operating with Certified Biodegradable Hydraulic Fluid, and submittal to the OWNER for review.
- E. EC Work covers the development, implementation, furnish, install and management of the project 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.
- F. General BMP's Payment covers the complete installation and removal of any and all structures required to minimize environmental impact and non-point source pollution. Work includes but is not limited to purchasing and delivery of all materials; delays due to non-conformance; weather delays; installation of temporary work; work stoppage due to inadequate installations; maintaining and replacing work; removal of work and restoration of the site and any and all access to the site; and any and all incidentals including fees or fines levied for negligent damage to the environment or other permit violations.

Bid Item No. 3**PROTECT IN PLACE (PIP)**

- A. Measurement is per Lump Sum (LS) to be protected.
- B. Payment covers the complete cost associated with the protection of existing mature trees, utilities, structures, pavement, fences and other features not specifically identified for removal, modification or construction herein. Work includes but is not limited to: video documentation of preconstruction conditions; labor, pruning, equipment, invasive species control, and materials required for protecting in place or restoration of incidental damage. CONTRACTOR is responsible for locating 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. Any cost associated with temporary outages or repairing utilities, as determined by OWNER, shall be wholly the responsibility of the CONTRACTOR.

Bid Item No. 4

DEMO LARGE TREES (24"-32" dia.)

A. Measurement is per Each (EA) to be demolished.

B. Payment covers complete cost of demolition of trees with a diameter at breast height (DBH) between 24" and 32". Trees shall be removed down to surface level. Including but not limited to, cutting, felling, handling, disposal, and stabilizing and redistribution onsite of topsoil and upland soils. Does not include any root excavation. All root removal, if required, is included under separate excavation bid items. All debris and vegetation shall be disposed of in an offsite facility. All tree cutting should occur outside of the bird migratory nesting season, delays associated with seasonal restrictions are included in this Bid Item.

Bid Item No. 4a

DEMO MEDIUM TREES (12"-23.9" dia.)

A. Measurement is per Each (EA) to be demolished.

B. Payment covers complete cost of demolition of trees with a diameter at breast height (DBH) between 12" and 23.9". Trees shall be removed down to surface level. Including but not limited to, cutting, felling, handling, disposal, and stabilizing and redistribution onsite of topsoil and upland soils. Does not include any root excavation. All root removal, if required, is included under separate excavation bid items. All debris and vegetation shall be disposed of in an offsite facility. All tree cutting should occur outside of the bird migratory nesting season, delays associated with seasonal restrictions are included in this Bid Item.

Bid Item No. 4b

DEMO SMALL TREES (6"-11.9" dia.)

A. Measurement is per Each (EA) to be demolished.

B. Payment covers complete cost of demolition of trees with a diameter at breast height (DBH) between 6" and 11.9". Trees shall be removed down to surface level. Including but not limited to, cutting, felling, handling, disposal, and stabilizing and redistribution onsite of topsoil and upland soils. Does not include any root excavation. All root removal, if required, is included under separate excavation bid items. All debris and vegetation shall be disposed of in an offsite facility. All tree cutting should occur outside of the bird migratory nesting season, delays associated with seasonal restrictions are included in this Bid Item.

Bid Item No. 5

CARE OF WATER

A. Measurement is per Lump Sum (LS).

- B. Work covers complete cost of development, implementation and management of a COW Plan to control environmental impacts and simultaneously provide construction access, for the duration of the project. Work includes installation of turbidity curtains, coffer dams, temporary bridges (Per table 2 listed in Section 12.02), river diversions, oil booms, pumps and filters, and intermittent excavation operations if exceeding turbidity limits, and all BMPs necessary for open bank excavations and channel work in the wet, and Care of Water and 401/404 permit conditions adherence. Payment covers methods, precautions, delays due to high water, installations, modifications, maintenance, replacement, and materials for water control structures and removal and disposal of structures and incidentals required to complete work including controlling ice frozen ground.
- 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 water to meet local and state environmental requirements prior to discharging into the river. Work covers furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

Bid Item No. 6

EXISTING CONCRETE DEMOLITION AND HAUL OFF AND DISPOSAL

- A. Measurement per Cubic Yard (CY) to be demolished.
- B. Payment covers complete cost of concrete demolition including but not limited to excavation, cutting, capping, stockpiling, handling, sorting, surface preparation, stabilizing, and redistribution of the existing concrete structures up to three feet below proposed grade to allow structural fill and concrete placement. Includes excavation of all necessary concrete, hauling to a qualified disposal area and all incidental work and materials, including disposal fees. Includes BMPs, care of water, disposal fees and other incidentals.

Bid Items No. 7, 13,23,31,39,42,48

GENERAL EXCAVATION AND STOCKPILING

- A. Measurement 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 alluvium, subgrade, topsoil or upland soils, including root cutting and excavation down to subgrade level. Includes grading and stabilizing in designated onsite stockpiling areas and all incidental work or materials including removal and disposal of trash, woody debris, shrubs, bushes, willows, trees with diameter at breast height below 6", and roots. Includes BMPs, care of water, handling of suitable materials for reuse including sorting and stockpiling and any other incidentals.

Bid Item No. 8, 14, 25, 32, 40, 43,49

HAUL AND DISPOSAL OF ALLUVIAL MATERIAL OFFSITE

- A. Measurement is per Cubic Yard (CY) of offsite disposal of alluvial material per limits of excavation defined in plans.
- B. Payment covers complete cost of handling, dewatering materials onsite and disposing of alluvial materials to an offsite location. Ogden City has a specific disposal site property where clean Sand, Gravel and Cobble only will be able to be disposed of, free of charge. Debris, vegetation concrete or other trash or waste must be disposed of at a qualified facility. Work includes but is not limited to: BMPs; supplying equipment; loading; hauling; handling; disposal fees; and any and all incidentals such as disposal fees.

Bid Items No. 9,15,29,33,44,55

FURNISH AND INSTALL BOULDER

- A. Measurement is per Ton (TON) of furnished boulders per certified scale tickets.
- B. Payment covers complete cost of furnishing and placement of imported boulder as shown in the Project Drawings and described in the technical specifications. Work includes, but is not limited to 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 Drawings and Specifications or the ENGINEER'S direction. Excess, poor quality or rejected boulder delivered to the site will be disposed offsite at the CONTRACTOR's expense. Work includes but is not limited to all equipment, materials, labor and incidentals associated with: BMP's; care of water, vegetation clearing; loading, hauling, handling and stockpiling material; placement of material. Furnishing and installing aggregate bedding/backing as shown in plans and protecting or replacing the filter fabric in good condition are considered incidental to the work and are included.

Bid Items No. 10,17,30, 34, 41, 45, 56

PLACE ALLUVIAL BACKFILL

- A. Measurement per Cubic Yard (CY) of alluvial cobble / pit-run installed.
- B. Payment covers complete cost of stockpile, sorting and placing of alluvial cobble from site (not imported material) as shown on the plans and described in the technical specifications. Work includes but is not limited to all equipment, materials, labor and incidentals associated with: BMP's; 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.

Bid Items No. 11, 18, 28, 38, 46, 52**8 OZ NON-WOVEN FILTER FABRIC**

- A. Measurement is per square yard (SY) of installed non-woven filter fabric as installed between the embankment and boulders. Embedded lengths of erosion control fabrics, vertical faces, and overlapped fabric shall not be measured for payment.
- B. Payment covers the complete cost of furnishing and installing non-woven filter fabric. Work includes but is not limited to: BMP's; providing all necessary good quality materials; labor; fasteners; excavation; installation per manufacturers recommendations; and any and all incidentals such as overlap and tucking into bank; storing and protecting fabric from tears or damage replacement throughout construction.

Bid Items No. 12, 22**EROSION CONTROL BLANKET TYPE 1**

- A. Measurement is per square yard (SY) of installed erosion control blanket surface. Embedded lengths of erosion control fabrics, vertical faces, and overlapped fabric shall not be measured for payment.
- B. Payment covers the complete cost of furnishing and installing erosion control blankets per manufacturers' recommendations. Work includes but is not limited to: BMP's; providing all necessary good quality materials; labor; excavation; installation; and any and all incidentals such as excavating and backfilling key downs at edges and stakes; differing fabrics and installations for appropriate application. Ship lap with upstream on top.

Bid Item No. 16**FURNISH AND INSTALL SLABSTONE**

- A. Measurement is per Ton (TON) of furnished Slab stones per certified scale tickets.
- B. Payment covers complete cost of furnishing and placement of imported slab stones as shown in the Project Drawings and described in the technical specifications. Work includes, but is not limited to all equipment, materials and labor required to purchase slab stones, deliver slab stones, stockpile slab stones, sort slab stones and dispose of excess slab stones. Payment for this line item will only cover slab stone installed at the site per the Drawings and Specifications and/or the ENGINEER'S direction. Excess, poor quality or rejected slab stones delivered to the site will be disposed off site at the CONTRACTOR's expense. Work includes but is not limited to all equipment, materials, labor and incidentals associated with: BMP's; care of water, vegetation clearing; loading, hauling, handling and stockpiling material; placement of material. Furnishing and aggregate bedding/backing as shown in plans is considered incidental to the work.

Bid Item No. 19**FURNISH AND INSTALL TOPSOIL**

- A. Measurement is per Cubic Yard (CY) per plans.

B. Payment covers complete cost of furnishing topsoil, stockpiling, installing and grading a 6" lift to final grading. Work includes but is not limited to: BMP's; erosion and sediment control; excavation; loading, hauling, handling and stockpiling material; placement of all materials; and any and all incidentals. Topsoil shall be free from invasive and noxious weeds, cheatgrass, and puncturevine and topsoil shall be approved before importing to the job site. Includes all equipment, labor, materials and incidentals needed to complete the work.

Bid Item No. 20

SEED MIX

A. Measurement is per Square Yard (SY) of seeded area as measured in place.

B. Payment covers the complete cost of furnishing and installing Riparian and Upland Seed Mix on river left and river right, as shown in the Project Drawings and described in the technical specifications. Work includes: BMP's; loading, hauling, handling and stockpiling material; supplying equipment; seeding; raking; grading; special guarantees; any and all incidentals such as initial watering. Includes all equipment, labor, materials and incidentals needed to complete the work.

Bid Item No. 21

HYDROMULCH

A. Measurement is per Square Yard (SY) of sprayed area as measured in place.

B. Payment covers the complete cost of furnishing and installing hydro mulch as shown in the Project Drawings and described in the technical specifications. Work includes: BMP's; 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.

Bid Item No. 24

OVER EXCAVATION FOR BOAT RAMP

A. Measurement 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 subgrade, topsoil and upland soils. Includes hauling to and stabilizing in designated onsite stockpiling areas and all incidental work or materials including removal and disposal of trash and debris. Includes BMPs, care of water, handling of suitable materials for reuse including sorting and stockpiling and any other incidentals.

C. Payment includes removal and disposal of material that cannot be reused onsite. Includes any root cutting, removal, and disposal of roots within boat ramp excavation area.

Bid Item No. 26**FURNISH AND INSTALL CLEAN SAND OR GRAVEL FILL**

- A. Measurement per Cubic Yard (CY) of imported material.
- B. Payment covers complete cost of furnishing, installing, grading and compacting clean sand or gravel fill over prepared subgrade. Material shall be granular, free draining, unified soils classification GW, GP, GM, or SW, maximum aggregate size of 3" and no more than 7% passing a number 200 sieve. Material shall be placed in lifts no greater than 6" in depth and compacted to 95% (see sheet S-001-foundation section, point E). Includes BMPs, care of water, handling of suitable materials for reuse including sorting and stockpiling and any other incidentals.

Bid Item No. 27**FURNISH AND INSTALL REINFORCED CONCRETE SLAB (8")**

- A. Measurement is per Cubic Yard (CY) of cast in place concrete with structural steel.
- B. Payment covers the complete cost of constructing the reinforced concrete boat ramp as shown in the Project Drawings and described in the technical specifications. Work includes, but is not limited to all equipment, material, labor, and incidentals associated with: BMPs, preparing subgrade, creating concrete forms, furnishing and installing steel reinforcement, furnishing and placing concrete; finishing surfaces; epoxies and mastics; site clean-up; and any and all incidentals including stabilizing temperatures during curing, control of ground water and shoring. Cost includes required geotechnical inspections prior to concrete pour and concrete testing per APWA 03 30 05.

Bid Items No. 35, 47, 53**STEEL PLATE PROTECTION AT CREST**

- A. Measurement is per Square Feet (SF) of installed structural steel plate protection.
- B. Payment covers the complete cost of furnishing and installing structural steel plate protection at the crest of structures and wave walls as shown in the Project Drawings and described in the technical specifications. Work includes, but is not limited to all equipment, material, labor, and incidentals associated with: BMPs, installing steel reinforcement, epoxies and mastics; site clean-up; and any and all incidentals.

Bid Items No. 36, 50**CAST IN PLACE CONCRETE INCLUDING REBAR**

- A. Measurement is per Cubic Yard (CY) of cast in place concrete with structural steel.
- B. Payment covers the complete cost of constructing the reinforced concrete surf wave ramp,

walls, and drops crest as shown in the Project Drawings and described in the technical specifications. Work includes, but is not limited to all equipment, material, labor, and incidentals associated with: BMPs, preparing subgrade, creating concrete forms, furnishing and installing steel reinforcement, furnishing and placing concrete; finished surface as per technical concrete specifications; epoxies and mastics; site clean-up; and any and all incidentals including control of ground water and shoring. Cost includes required geotechnical inspections prior to concrete pour and concrete testing per APWA 03 30 05.

Bid Item No. 37, 51

CDF OR CLSM FILL

- A. Measurement is per Cubic Yard (CY) of CDF or CLSM fill material per certified scale tickets.
- B. Payment covers complete cost of furnishing and stockpiling CDF or CLSM fill material applied over and around existing concrete structure and in area between sheet pile walls to excavation depth as required by demo plan, and the conduit trenches, as shown in the plans and described in the technical specifications and stockpiling onsite. Work includes, but is not limited to all equipment, materials and labor required to purchase, deliver, stockpile and disposal of excess bedding material. Payment for this line item will only cover bedding material installed at the site for the plans and the specifications, including any necessary materials testing. Excess, poor quality or rejected bedding material delivered to the site will be removed at the CONTRACTOR's expense.

Bid Item No. 54

SHEET PILE

- A. Measured is per Square Foot (SF) designed.
- B. Payment covers the complete cost of furnishing, finishing, installing and cutting sheet pile to the lines, grades and limits as shown on the plans and described in the technical specifications. Work includes, but is not limited to all equipment, material, labor and incidentals associated with: BMP's, furnishing and stockpiling material and supplying equipment, installing sheets in coarse subgrade, securing sheets and other miscellaneous tasks required to complete the work such as incidental excavation, moving boulders, realignment, achieving piling depths, or cutting sheets to elevation tolerances. All fasteners and other hardware as well as pre-drilling to facilitate driving sheet pile to the designated elevations are considered incidental to the work.

Bid Item No. 57

GROUT

- A. Measurement per Cubic Yard (CY) of grout properly placed, installed and cured onsite.
- B. Payment covers complete cost of furnish and install grout in the construction of the grouted boulder section as shown on the construction drawings and specifications. Work includes but is not limited to: BMP's; care of water, vegetation clearing; loading, hauling, handling and stockpiling material; supplying equipment and required incidentals. Cost includes all labor, equipment and materials required to complete the work including geotechnical testing.

Installation of excess, poor quality, or rejected grout will be at the CONTRACTOR's expense, including removal and disposal.

Bid Item No. 58

FURNISH AND INSTALL PNEUMATIC GATE SYSTEM

- A. Measurement is per Lump Sum (LS) composed of Bid Items # 59 to # 72 .
- B. Payment covers complete cost of furnishing, placement and installation of pneumatic gate system as shown in the Project Drawings and described in the technical specifications. Work includes, but is not limited to all equipment, materials and labor required to furnish, install and test the complete pneumatic gates system including but not limited to three (3) steel gates, twelve (12) rubber rocks, mechanical systems, three (3) pressure transducers, three (3) Gate position Sensors and two (2) Abutment Plates for Steel Gates. Payment includes any and all incidentals including but not limited to: shop drawings, submittals, O&M manual, programming, equipment, controls, utility connections, airlines, conduits, concrete modification and sealing.

Bid Item No. 73

ESTABLISH CONTROL BUILDING

- A. Measurement is per Lump Sum (LS) to be installed.
- B. Payment covers complete cost of establishing the Control Building. Control building structure will be furnished and placed by the City of Ogden, shown in the Project Drawings (D10, D11 and D12) and described in technical specifications. Work includes but is not limited to all equipment, materials and labor required to establish the Control Building such as: submittal of equipment layout; furnish and prepare sub-base foundation (Including compaction testing by third party to confirm 95% compaction); grading for drainage away from building; excavate shared utility trench from Stockman Way to the control building, furnish and install 4" PVC power conduit with 36" radius Fiberglass sweeps, and install 1-1/4" PVC fiber conduit (fiber conduit furnished by others) per detail D12, and backfill utility trench; set power meter; connection knockouts; connecting incoming utilities; testing building systems; providing building operations manual and wiring diagram. Building structure, building placement, meter, power and fiber utility wire furnished and installed from Stockman Way to control building by others. Work includes any and all incidentals including stockpiling materials, repairs, inspections or delays.
- C. Final stamped Schweitzer control building drawings are available upon request. These drawings do NOT show how the OHI pneumatic system should be laid out and installed, these are only for the building itself

Bid Item No. 74

CONCRETE MANHOLES

- A. Measurement is per Each (EA) to be furnished and installed.

- B. Payment covers complete cost of furnishing, placement and installation of the 6 feet Diameter concrete manhole shown in the Project Drawings and described in the technical specifications, including shop drawings. Work includes, but is not limited to all equipment, materials and labor required to furnish and install the concrete manholes such as furnishing and installing manhole, base slab to support manhole against buoyant forces included, excavation, dewatering, backfill, preparing sub grade, connection knockouts; risers, grates, and covers; ladder rungs; grouting; rebar dowels; connection to existing and/or new conduits, material compaction and testing and all other items needed to complete the work including cleaning and placing structures in service.
- C. If manholes are cast in place in the field, the excavated area must be fully dewatered.
- D. Payment includes root cutting, removal, and disposal within manhole excavation area

Bid Item No. 75

FURNISH AND INSTALL AIR LINE AND TELEMETRY

- A. Measurement is per Lump Sum (LS).
- B. Payment covers complete cost of furnishing and installing all cables, lines and conduits and connections originating from the control building per the Drawings and Specifications. Work includes trenching, bedding, installation of lines and conduits, installing a secure transition into the control building, installation of cables, and backfill of trenches. Includes any and all incidentals including marking trenches, installing sweeps, making and sealing punchouts, protecting lines, connecting to manholes and pull boxes, labeling lines, capping and terminating lines and connecting lines.
- C. Payment includes any root cutting, removal, disposal and pruning within trench zone

Bid Item No. 76

FURNISH AND INSTALL SURVEY MONUMENT CAP AND BASE

- A. Measurement is per Lump Sum (LS).
- B. Payment covers complete cost of furnishing, placement and installation of the Survey Monument Cap and Base as shown in the Project Drawings and described in the technical specifications. Work includes, but is not limited to all equipment, materials and labor required to furnish and install the Survey Monument Cap furnished by Ogden City.

Bid Item No. 77

POUR CONCRETE BASE AND FURNISH AND INSTALL WEB CAMERA POLES

- A. Measurement is per Each (EA) to be furnished and installed.

- B. Payment covers complete cost of furnishing and installation of concrete base and 15 feet camera poles as shown in the Project Drawings and described in the technical specifications, including junction box, 2" PVC conduit, rebar, copper grounds, and concrete collar. Concrete collar shall be 6" thick and extend 9" out from the outside edge of the pole. Concrete base shall be 4' deep and 18" in diameter per sheet D09. Camera and camera wiring will be furnished and installed by Ogden City. 15ft tall polls to be furnished and installed by the Contractor. Work includes, but is not limited to all equipment, materials and labor required to install concrete base and install the web camera poles and conduits per the Drawings and Specification.
- C. Payment includes trenching, bedding, furnish and installation of 2" PVC conduit from the control building to each pole base, and backfill and compaction of trenches; root cutting, removal, disposal and pruning within trench zone.

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 SU078 OBE Weber River Surf Wave 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 300 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 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 SU078 OBE Weber River Surf Wave Project.

1.4 ENGINEER

- A. Jason Carey is the ENGINEER for the SU078 OBE Weber River Wave Project who has 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.

D. Public Contract Boycotting Restriction. Contractor certifies it is in compliance with the

public contract boycotting restrictions set forth in Utah Code Section 63G-27-201 and agrees not to engage in any such restricted boycotting for the duration of this Agreement.

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 _____ calendar days after the date of the Notice to Proceed; or
- B. Terminate at mid-night of the _____ day of _____, _____.
- C. 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 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 (2025 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 2025 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 ATTORNEYS' 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

END OF SECTION