

PROJECT MANUAL
For
Innovative Audio Building Demolition

JOB NO. 11-05



CITY OF TAYLORSVILLE
2600 WEST TAYLORSVILLE BLVD.
TAYLORSVILLE, UTAH 84129

November 15, 2011

PROJECT MANUAL

FOR

INNOVATIVE AUDIO BUILDING DEMOLITION

JOB NO. 11-05

PREPARED BY

CITY OF TAYLORSVILLE
2600 WEST TAYLORSVILLE BLVD.
TAYLORSVILLE, UTAH 84129

2011

S E A L S P A G E
INNOVATIVE AUDIO BUILDING DEMOLITION
Job No. 11-05

PROJECT MANUAL PREPARED BY

Name: John Taylor, P.E.

Company: Forsgren Associates Inc.

Address: 370 East 500 South, Ste. 200

Salt Lake City, UT 84111

Phone Number: (801) 364-4785

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INVITATION TO BID

PART 1 GENERAL

1.1 CONSTRUCTION CONTRACT

- A. Bidders are invited to bid on Construction Contract named and numbered as: Innovative Audio Building Demolition, Job No. 11-05.
- B. For information about the award of this Construction Contract, contact John Taylor, P.E., City Engineer at 558-2465.

1.2 DESCRIPTION OF WORK

- A. The location of the work is: 3901 West 5400 South
- B. The work to be performed consists of furnishing the equipment, materials, labor to surgically remove the Innovative Audio building from the Mr. Ortega building, and dispose of demolished materials.

1.3 BIDDERS' PRE-QUALIFICATION

- A. Bidders are not required to be pre-qualified for the Work.

1.4 BASIS OF BIDS

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

1.5 CONTRACT TIME

- A. The Work will be Substantially Complete by December 31, 2011.

1.6 EXAMINATION AND PROCUREMENT OF DOCUMENTS

- A. Complete sets of Contract Documents may be examined and obtained from the City at 2600 West Taylorsville Blvd, Taylorsville, UT 84129. Bid documents and design drawings will be available on a CD. Drawings will be available on November 3, 2011. A non-refundable deposit of \$5.00 will be required for each complete set.

1.7 PRE-BID CONFERENCE

- A. A pre-bid conference will be held at 3:00 p.m. on the November 8, 2011 at the Taylorsville City Hall, 2600 West Taylorsville Blvd, Taylorsville, UT 84129 room 202. All contractors intending to submit a bid are invited to attend to obtain relevant information concerning the project. Bidders are advised that information affecting drawings, specifications, conditions, scope of the Work, etc. may be discussed. OWNER assumes no obligation to disclose information discussed at the pre-bid conference to Bidders who do not attend. Absent Bidders assume all risk of failure to attend.

1.8 BID SECURITY

- A. Bid security in the amount of at least 5 percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders. A photocopy or facsimile transmission of bid security will not be accepted. Bid Security will be returned to each unsuccessful Bidder after tabulation and award of the Construction Contract.

1.9 BID LOCATION AND OPENING

- A. Sealed bids will be received at the Department of Engineering, 2600 West Taylorsville Blvd., Taylorsville, Utah 84129, until 3:00 p.m., as conclusively established by the clock at the Bid opening location, on November 15, Tuesday, 2011. Bids received after 3:00 p.m. will not be accepted. Bids will be publicly opened or read at or after 3:00 p.m., as conclusively established by the clock at the bid opening location, on November 15, 2011 by the designated officer of the City.
- B. On the outside of the envelope, the Bidder shall indicate Project title, the Project number if a number is assigned, and include Bidder's return mailing address.

1.10 RIGHT TO REJECT BIDS

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

1.11 VALIDITY PERIOD FOR BIDS

- A. Bids shall remain valid for 45 days after the day of Bid opening, whether or not bidder is identified as the apparent low bidder at said opening. Bidders who withdraw their bid after Bid opening, but before expiration of 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 does not require the payment of specific wage rates. Payroll submittals will not be required.

END OF DOCUMENT

DOCUMENT 00 21 13 INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 DEFINED TERMS

- A. Terms used in the Bid Documents which are defined in Article 1.1 of the General Conditions will have the meanings indicated in the General Conditions.
- B. General Conditions: as published in Document 00 72 00 in the current edition of the Manual of Standard Specifications by the Utah Chapter of the American Public Works Association.

1.2 COPIES OF BID DOCUMENTS

- A. Complete sets of Bid Documents must be used in preparing Bids. OWNER and ENGINEER assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- B. Bid Documents are made available to Bidder only for the purpose of 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 current edition of the Manual of Standard Specifications, Supplement to the Manual of Standard Specifications, and Manual of Standard Plans published by the Utah Chapter of the American Public Works Association which are applicable to the Work are made a part of the Contract Documents by reference. The publications are available on the web at <http://utah.apwa.net>.

1.3 PRE-BID CONFERENCE

- A. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all persons or agencies who have signed for receiving copies of the Bid Documents such Addenda, as ENGINEER considers necessary in response to questions arising at the conference. Location and time of conference is identified in the Invitation to Bid (Document 00 11 16).

1.4 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 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 of all specific conflicts, errors or discrepancies in the Contract Documents, or if Bidder doubts their meanings.

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 to the Construction Contract.

- E. **Deviations from the Terms of the Contract Documents:** OWNER will not accept any deviations whatsoever from the printed terms of the Agreement (Document 00 52 00) and the Contract Documents, except by Addendum or Change Order.

1.5 PHYSICAL CONDITIONS

- A. **In General:** Before submitting a Bid, each Bidder will be responsible for review of OWNER's explorations, tests and data concerning surface conditions, subsurface conditions and Underground Facilities at or contiguous to the site, or otherwise, which may affect cost, progress, performance or furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- B. **Surface and Subsurface Conditions:** Provisions concerning surface and subsurface conditions, if any, are set forth in the Geotechnical Data. 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 Supplementary Conditions to the General Conditions (Document 00 73 10).
- 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 indemnify and hold the OWNER harmless 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.

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 7 calendar days prior to opening of Bids. If required, ENGINEER will send via mail, fax , or email interpretation to all persons receiving a set of Bid Documents in the form of a written Addendum. If a Bidder's request for interpretation is not responded to by ENGINEER, Bidder shall not rely on any interpretation in the request which is contrary to the intent and terms of the Contract Documents.
- B. OWNER will not be responsible for any explanations or interpretations, except those duly issued in the form of written Addenda.
- C. Addenda may also be issued to modify the Bidding Documents as deemed advisable by ENGINEER.
- D. Any Addenda so issued during the time of bidding shall be deemed to be included in the Bid. Bidder must acknowledge receipt of each Addendum on the Bid Form. Failure to acknowledge receipt will cause Bid to be non-responsive. All Addenda shall become a part of the Contract Documents.
- E. Except to postpone the Bid opening, no Addenda shall be issued within 48 hours of the Bid opening.

2.2 EQUIPMENT AND MATERIAL OPTIONS PRIOR TO BID OPENING

- A. If a Bidder or Supplier wishes to use items of equipment 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 days prior to the date set for opening of

bids.

- B. The procedure for submission of any such request 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. Any approval or denial of the request shall be at the discretion of the ENGINEER.
- C. Any approval of such a request by ENGINEER must be made not later than 48 hours prior to the bid opening. ENGINEER's failure to approve by such time shall be deemed a denial of the request.
- D. Any such approval is at the sole discretion of the ENGINEER and will be in the form of an Addendum issued to all Bidder's holding Bid Documents indicating that the additional equipment or materials are approved as equal to those specified for the Project.

2.3 **BID SECURITY**

- A. **Amount of Bid security:** The total amount of the Bid on which Bid security is to be based shall be the sum of all items of the Bid constituting the maximum amount of the possible award to the Bidder. The Bond amount must equal at least 5 percent of the total amount of the Bid.
- B. **Bid Bond:** The Bond shall accompany the Bid and shall be issued by a surety company authorized to do business in the State of Utah. A photocopy or facsimile transmission of the Bond will not be accepted. 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:** 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 the City of Taylorsville. A photocopy or facsimile transmission of the check will not be accepted. Personal or company checks will not be accepted.
- D. **Return of Bid Security:** OWNER will return Bid security to CONTRACTOR within 7 days after the effective date of the Construction Contract. Bid Bonds and cashier's checks of all Bidders will be held until the Construction Contract is awarded or all bids have been rejected. 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 52 00).

2.5 **LIQUIDATED DAMAGES**

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

2.6 **BID FORM**

- A. The Bid Form (Document 00 41 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 or vice-president. If any other corporate officer executes the bid, authority to sign must be submitted.
- C. Bids by limited partnerships must be executed in the limited partnership name by a general partner, whose title and official partnership address must be shown.
- D. Bids by limited liability companies must be executed in the limited liability company name by a manager, if the company is manager-managed, or by a member, if the company is member-managed, in each case whose title must be shown. Authority to sign (i.e., relevant excerpts of either the articles of organization or operating agreement) must be submitted.
- E. Bids by general partnerships must be executed in the partnership name by a partner, whose title must be shown.
- F. Where joint ventures are proposed by contractors, all parties concerned shall be pre-qualified. A letter asking permission to participate in a joint venture must be submitted by the contractors to Taylorsville City and permission granted before bid opening.
- G. All names must be typed or printed under or near the signature.
- H. The Bid shall contain an acknowledgment of receipt of all Addenda. The Addenda numbers must be filled in on the Bid Form. Failure to include Addenda numbers on the acknowledgement will cause the Bid to be considered non-responsive.
- I. The Bidder's address, telephone number and facsimile number for communications regarding the Bid must be shown on the first page of the Bid Form.
- J. The Bidder shall make no stipulations or alterations on the Bid forms. The Bidder must use only the Bid form and Bid Schedules bound in the Contract Documents. The complete Contract Documents (excluding the Drawings) should be submitted as the Bidder's Bid.

2.7 **BID SCHEDULE**

- A. Any work or material which is specified in the Contract Documents or which is necessary because of the nature of the Work, but which is not listed separately in the Bid Schedule (Document 00 43 00) shall not be measured or paid for separately. The cost of such work or material shall be considered as included in the Contract Price.
- B. All blanks on the Bid Schedule (Document 00 43 00) must be completed in ink or by typewriter. If applicable, furnish both the unit and the total costs for each item. Numbers shall be stated in figures, and the signature of all persons signing shall be in longhand. Any corrections, alterations or erasures made by the Bidder on the Bid Schedule shall be initialed in ink by the Bidder.

2.8 **SUBMISSION OF BIDS**

- A. Bids shall be submitted at the time and place indicated in the Invitation to Bid (Document 00 11 16) and should be enclosed in an opaque 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.

2.9 MODIFICATIONS AND WITHDRAWAL OF BIDS

- A. At any time prior to the opening of Bids, Bids may be modified or withdrawn if a written notice of the modification or withdrawal, as the case may be, is signed by Bidder and delivered to the place where Bids are to be submitted.
- B. Within two business days 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.

2.10 OPENING OF BIDS

- A. Bids will be opened and read aloud publicly unless obviously non-responsive. An abstract of the amounts of the base schedule of prices and any alternate schedules will be made available for review after the opening of Bids.
- B. Any Bids received after the time specified in the Invitation to Bid (Document 00 11 16) will be returned unopened.

2.11 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.

2.12 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 under-utilization.
- 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. Refer to Community Development Block Grant Supplementary Conditions (CDBG) (Document 00 73 12) or Federal Aviation Administration Supplementary Conditions as applicable.

PART 3 AWARD OF CONSTRUCTION CONTRACT

3.1 QUALIFICATIONS OF BIDDERS

- A. Within 7 calendar days of ENGINEER's request, a Bidder, whose Bid is under consideration for award shall submit to the ENGINEER, any of the following information requested. ENGINEER may request like information on Bidder's Subcontractors or Bidder's Suppliers.
1. A current financial statement for the Work (as provided to bonding company);
 2. A chronological list of "completed" construction work done by Bidder during the last 3 years; including project name, address, owner, contract name, and current telephone number;
 3. Submit Work Under Contract Report (Document 00 43 37);
 4. Proposed organizational structure for project: firm ownership, project manager, progress scheduler, and CONTRACTOR's Resident Superintendent's resume;
 5. Owned and rented equipment which is to be used to do the Work;
 6. Investigations, arbitrations, litigations or claims which are pending, threatened, settled or otherwise disposed of within the last 3 years;
 7. Evidence of ability to perform and complete the Work in a manner and within the time limit specified. 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 Resident 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;
 9. Such other data as may be called for in the Supplementary Instructions to Bidders Document 00 22 13) (if any); and
 10. Names of three (3) projects of similar size and nature that the Resident Superintendent has completed. Include the name, address and telephone number of the office contracting for each project.
- B. OWNER will hold all requested information confidential and upon request, return such information to Bidder after acceptance or rejection of Bid.
- C. Untimely response 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.
- B. OWNER reserves the right to reject any Bid if OWNER believes that it would not be in the best interest of the Project or the OWNER to make an award to that Bidder. Such rejection may be because the Bid is not responsive, or the Bidder is unqualified or of doubtful

ability, or the Bidder's Resident Superintendent 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 13).

- 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 41 00), Bid Schedule (Document 00 43 00), or written requests issued prior to OWNER's Notice of Intent to Award the Construction Contract.
- D. OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as provided in the Proposed Subcontractor Form (Document 00 43 36).
- E. OWNER may consider the operating costs, maintenance requirements, performance data and guarantees of materials and equipment when such data is required to be submitted prior to the Notice of Intent to Award the Construction Contract.
- F. To establish qualifications of Bidder, OWNER may request such data indicated in Article 3.1 hereinabove and conduct such investigations as OWNER deems appropriate.
- 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 will be considered in determining the most responsive, lowest, qualified, and responsible Bidder.
- H. OWNER will evaluate Bid Schedules as follows:
 - 1. OWNER will resolve discrepancies in the multiplication of quantities of Work items and unit prices in favor of the unit prices.
 - 2. Prices written out in words shall govern over prices written out in numbers.
 - 3. OWNER will resolve discrepancies between the indicated sum of any column of figures and the correct sum thereof in favor of the correct sum.
 - 4. Bids shall not contain any recapitulations of or changes in the work to be done.

3.3 SUBCONTRACTORS, SUPPLIERS AND OTHERS

- A. Bidder shall not subcontract more than 75 percent of the dollar value of the total contemplated Work (exclusive of the supply of materials and equipment to be incorporated in the Work) without OWNER's prior written approval.
- B. Conflict of interest pertaining to Subcontractors is described in paragraph 6.5H of the General Conditions.

3.4 CONTRACT SECURITY AND OTHER SUBMITTALS

- A. Performance Bond (Document 00 61 13) and Payment Bond (Document 00 61 14): The OWNER's requirements as to performance and payment Bonds are as set forth in the Supplementary Conditions to General Conditions (Document 00 73 10). Specific requirements are set forth in the Performance Bond (Document 00 61 13) and the Payment Bond (Document 00 61 14).
 - 1. The form of the Bonds should be carefully examined by the Bidder.
 - 2. When the successful Bidder delivers the executed Construction Contract to OWNER, it

must be accompanied by the required Performance and Payment Bonds.

- B. **Proposed Subcontractor Form (Document 00 43 36):** 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 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 43 38):** 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 52 00) represents the Cost of the Work which is to be paid by the OWNER to the CONTRACTOR. Adjustments to the Contract Price which are agreed to between the OWNER and the successful Bidder shall be effected by signing an Agreement Supplement.

3.6 **SIGNING OF AGREEMENT**

- A. Within 10 days after OWNER gives Notice of Intent to Award the Construction Contract to the successful Bidder, the Bidder shall pick up, sign and return the required number of copies of the Agreement (Document 00 52 00) and attached documents to OWNER with the required Bonds. A minimum of 3 originals will be signed. One executed original will be returned to the Bidder.
- B. Transfers, delegations or assignments of interests in the Contract Documents are prohibited, unless prior written authorization is received from the OWNER.
- C. At the time of Bidding, and the signing of the Agreement (Document 00 52 00), and at all times during the Work, Bidder shall be properly licensed to do the Work and shall be in compliance with the license laws of the State of Utah, Salt Lake City and Salt Lake County.

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 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.

END OF DOCUMENT

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DOCUMENT 00 22 13
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

This document changes provisions in the Instructions to Bidders (Document 00 21 13). All other provisions of the Section remain in full force and effect.

Add the following paragraph to Article 3.3.

3.3 SUBCONTRACTOR, SUPPLIERS AND OTHERS

- C. The following firms, that 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: Forsgren Associates Inc.
 - 2. Geotechnical Consultants: None
 - 3. Surveying Consultant: Forsgren Associates Inc.

Add the following article to Part 4.

4.2 PARTNERING

- A. Refer to APWA Section 01 31 20 for description of partnering requirements.
- B. OWNER's consultants listed above will be partners to the project.

END OF DOCUMENT

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**DOCUMENT 00 41 00
BID FORM**

PART 1 GENERAL

1.1 BIDDER

- A. Name: _____
- B. Address: _____

- C. Telephone number: _____
- D. Email address: _____
- E. Facsimile number: _____
- F. Tax identification number: _____
- G. Bidder holds license number _____, issued by the Utah State Department of Commerce, Division of Occupational and Professional Licensing. Bidder is licensed to practice as a _____ Contractor. The license expiration date is the ____ day of _____, 20__.

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 that violates Sections 58-55-501(8) or (13), UCA, in submitting its bid.

1.3 CONSTRUCTION CONTRACT

- A. Innovative Audio Building Demolition, Job No. 11-05

- B. This project is not federally funded.

1.4 ADDENDA

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

(list Addenda numbers here)

1.5 SUBMITTALS

- A. To bid for the Work, Bidder is required to submit this document, the Bid Schedule (Document 00 43 00), and Bid security to the Bid location indicated in the Invitation to Bid (Document 00 11 16).
- 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 43 38: Bidder Status Report.
2. Document 00 43 36: Proposed Subcontractor Form.
3. Document 00 61 13: Performance Bond.
4. Document 00 61 14: Payment Bond.
5. Document 00 62 16: Certificate(s) of Insurance require by Contract Documents

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.
- B. **Bid Bond:** AIA Document A310 as published by the American Institute of Architects, 1736 N. Y. Ave. N. W. Washington, D.C. 20006 or one substantially the same and acceptable to the OWNER.

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 52 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 52 00), ENGINEER shall prepare an Agreement Supplement (Document 00 54 00) 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 52 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 52 00) with the Bonds and other documents required by the Agreement within 10 days after the date of OWNER's Notice of Intent to Award the Construction Contract.

2.3 REPRESENTATION OF BIDDER

- A. In submitting this Bid, Bidder represents, as more fully set forth in the Instructions To Bidders (Document 00 21 13), that:
 1. **Nature of the Work:** Bidder has become familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

2. **Surface and Subsurface Conditions:** Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Geotechnical Data, (if any).
3. **Underground Utilities:** Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site.
4. **Bidder Investigation:** Bidder has correlated the results of all observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
5. **Discrepancy Resolutions:** Bidder has given 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.

2.4 **OWNER'S RIGHTS AT BID AWARD**

- A. Bidder agrees OWNER has the right to reject this Bid, or to award the Work or any part thereof to the undersigned at the prices stipulated. Bidder agrees to make no claim for damages for such rejection or award.
- B. If the Bid is rejected, then the Bid security shall be returned to the Bidder.
- C. If the Bid is accepted the OWNER will notify Bidder of OWNER's intent to award the Construction Contract to the Bidder. The Bidder shall have 10 days to sign and return the Agreement (Document 00 52 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.

2.5 **NON-COLLUSION**

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

2.6 **BID PRICING**

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

2.7 SUBSTANTIAL COMPLETION, PROJECT COMPLETION AND LIQUIDATED DAMAGES

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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

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

3.2 BIDDER'S SUBSCRIPTION

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

END OF DOCUMENT

DOCUMENT 00 43 00
BID SCHEDULE

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

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

1.2 CONSTRUCTION CONTRACT

- A. Innovative Audio Building Demolition, Job No. 11-05

1.3 REFERENCES

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

1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT

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

PART 2 PRICE SCHEDULES

2.1 GENERAL

- A. Number of Schedules in Base Bid: One.

2.2. BASE BID

Schedule 1

| Item No. | Spec No. | Approx. Quantity | Item Unit | Item Description | Amount |
|----------|----------|------------------|-----------|---|--------|
| 1 | | 1 | LS | Removal and Disposal of the Innovative Audio Building | \$ |

Schedule 1 Total = \$ _____

Schedule 2

| Item No. | Spec No. | Approx. Quantity | Item Unit | Item Description | Amount |
|----------|----------|------------------|-----------|------------------|--------|
| 1 | | 1 | LS | Asbestos Removal | \$ |

Schedule 2 Total = \$ _____

PART 3 MEASUREMENT AND PAYMENT

3.1 IN GENERAL

- A. See measurement and payment in APWA Section 01 29 00.
- B. Classification of Work:
 - 1. In the price schedule, specification reference numbers are provided. The referenced specification describes work applicable to the classification of work indicated.
 - 2. Payment for that classification of work covers cost of work in the referenced specification and any incidental work and material necessary to complete the referenced work.
- C. Lump sum measurement will be on a percent complete basis.
- D. Utility Frames and Covers:
 - 1. Any frame or cover damaged by CONTRACTOR will be replaced at no additional cost to OWNER.
 - 2. If ENGINEER determines an existing frame or cover needs to be replaced, a new frame or cover will be either provided by OWNER or CONTRACTOR. A frame and cover supplied by CONTRACTOR will be paid for using prices agreed to in a **Change Order**.
- E. Form strip filler as displayed in APWA Plan 242 is incidental work. It includes reinstalling irrigation pipe and heads, replacing damaged irrigation pipe and heads, replacing topsoil and sod, or new sod if necessary.

3.2 BASE BID

1 Surgical Removal and Disposal of the Innovative Audio Building

- a. Specification Section: None
- b. Measurement: Lump Sum
- c. Payment Covers: all materials, equipment, and labor to surgically remove, shore, stabilize, and dispose of the building, its' contents, concrete, pavement, and vegetation materials within the property; all materials, equipment, and labor to protect the adjacent building from being damaged or impacted due to the surgical removal or construction activities of the Innovative Audio Building demolition. Contractor will be responsible for securing an acceptable site to dispose of or re-use materials. Items listed in section 3.3, *special notice to the contractor*, are also paid by this item.

3.3 SPECIAL NOTICE TO THE CONTRACTOR

- A. **Testing:** Testing of all items in this project shall be conducted by certified testing company approved by the City and **paid by the contractor.**
- B. **Traffic Control:** All items associated with traffic control for the project shall be the responsibility of the contractor. The contractor shall submit a traffic control plan, for all phases of work, to the Engineer one (1) week prior to the preconstruction meeting. All detour and construction signs shall comply with the M.U.T.C.D.
- C. **Project Understanding:** Each bidder is responsible to become aware and shall demonstrate an understanding of the special circumstances regarding this project. This shall be demonstrated by providing a detailed description of the proposed demolition process, and protection of the existing adjacent building. Video and pictures of the site and building shall be submitted to the City of Taylorsville, prior to demolition.
- D. **Site Restoration:** Contractor is to backfill where the necessary, and grade the lot such that it matches existing grades at each adjacent property. There is no separate payment for this item and shall be considered incidental to the project.
- E. **Utilities:** Contractor is to remove and dispose of sub-surface and overhead utilities servicing the building.
- F. **Permits:** The contractor shall obtain no fee building permit from the Permit Office at the Taylorsville City, Community Development Department, at 2600 West Taylorsville Blvd.
- G. **Coordination with Property Owner:** The contractor shall contact the property owner one week in advance of construction. Any damage to private property, including structural damage to adjacent buildings, sprinkler systems, utilities, pavement, concrete flat work such as sidewalks, or curbs, shall be the contractor 's responsibility. The contractor shall replace the above improvements to their former condition after construction. There is no separate payment for this item and shall be considered incidental to the project.
- H. **Finished Concrete Surface:** The contractor shall be responsible for the finished concrete surface. No disfigurements such as inscriptions, foot or hand impressions, rain damage, etc. will be accepted. There is no separate payment for this item and shall be considered incident to the project.
- I. **Not Used**
- J. All locations of construction shall be evaluated with the Engineer to check slope and alignment before excavation is started. Any problems with drainage shall be brought to the attention of the Engineer before excavating.
- K. In extreme cases where a temporary road closure is needed, the contractor shall submit a detour plan to the Engineer for approval at least two (2) weeks prior to planned excavation.

- L.** Damage to existing curb & gutter, sidewalk, caused by the Contractor during construction shall be replaced to the next construction joint as directed by the Engineer. The cost of removing and replacing shall be at the contractor's expense.
- M. Property Owner Access:** The Contractor shall provide and maintain temporary access to all businesses during the construction of the project. The Contractor will notify all property owners **24 hours before closure** of access and shall coordinate with property owners to minimize the disruption caused by the construction of the project. No separate measurement or payment will be made for the construction of the temporary access ramps. All labor, equipment, material, grading, maintenance, asphalt, untreated base course, removal, disposal of waste material and all incidentals required to satisfactorily install and maintain the temporary access ramps shall be considered as incidental under other contract items.
- N. Contact Persons:** The Contractor shall be required to furnish the names of at least two (2) responsible local people to the Engineer for the purpose of providing someone who can be contacted in case of an emergency arising with regard to the project during weekends, holidays and after working hours.
- O. Utility Coordination:** The Contractor is hereby notified that special scheduling of construction activities and coordination with other Contractors will be required to complete the project. Certain utility companies have to move, lower, or disconnect their facilities and could cause some delays. There is no separate payment for this item and shall be considered incidental to the project.
- P. Project Limits:** It is CRITICAL the contractor has an understanding of the project limits, and that this is conveyed to staff and sub-contractors. The contractor must demonstrate an understanding of the existing property line location and relationship to the existing building adjacent to the west, how this project could potentially impact the adjacent building, and what mitigation measures will be taken to protect such impacts.
- Q. Project Schedule:** A project schedule shall be submitted to, and approved by the City Engineer prior to commencing construction.

END OF DOCUMENT

DOCUMENT 00 43 36
PROPOSED SUBCONTRACTOR FORM

PART 1 GENERAL

1.1 BIDDER

A. Name: _____

Address: _____

B. Telephone Number: _____

1.2 CONSTRUCTION CONTRACT

A. Innovative Audio Building Demolition, Job No. 11-05

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 are set forth in the following tables.

| SUBCONTRACTORS | | |
|---|---|---------------|
| Name | Nature and Extent of Work to be Sublet | Amount |
| 1. | | |
| 2. | | |
| 3. | | |
| Total \$ _____ | | |
| Percent of Total Contract _____% | | |
| SUPPLIERS | | |
| Name | Nature and Extent of Work to be Sublet | Amount |
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| <p>NOTES</p> <p>(a) Submit certified documents verifying Supplier's costs for providing asphalt cement material and Portland cement material to CONTRACTOR. These material prices will be used as a basis for possible price adjustment.</p> | | |

PART 3 EXECUTION

3.1 EFFECTIVE DATE

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

3.2 BIDDER'S SUBSCRIPTION

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

END OF DOCUMENT

DOCUMENT 00 43 37
WORK UNDER CONTRACT REPORT

PART 1 GENERAL

1.1 BIDDER

- A. Name: _____
 Address: _____

- B. Telephone Number: _____

1.2 CONSTRUCTION CONTRACT

- A. Innovative Audio Building Demolition, Job No. 11-05

PART 2 REPORT

2.1 STATUS OF WORK UNDER CONTRACT

- A. The completion and submission of the following table by Bidder is required within 7 calendar days of ENGINEER's request per Article 3.1 of the Instructions to Bidders (Document 00 21 13). OWNER may declare Bidder non-responsive if this report is not submitted.
- B. The successful Bidder is required to notify OWNER in writing of any new contracts awarded during the execution of this Contract.

STATUS OF WORK UNDER CONTRACT

| | Description of Contract And for Whom Performed | Date of Award | Amount of Contract | Contract Completion Date | Percent Complete | Scheduled Completion Date | Dollar Amount Outstanding |
|---|---|------------------|-----------------------|--------------------------------|---------------------|---------------------------------|---------------------------------|
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |

| | Description of Contract And for Whom Performed | Date of Award | Amount of Contract | Contract Completion Date | Percent Complete | Scheduled Completion Date | Dollar Amount Outstanding |
|----|---|------------------|-----------------------|--------------------------------|---------------------|---------------------------------|---------------------------------|
| 5 | | | | | | | |
| 6 | | | | | | | |
| 7 | | | | | | | |
| 8 | | | | | | | |
| 9 | | | | | | | |
| 10 | | | | | | | |

Total of Dollar Amount Outstanding \$ _____

CONTRACTOR's Bid for this Project \$ _____

TOTAL \$ _____

C. Add supplemental sheets if necessary to account for all work under contract.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. Bidder executes this Work Under Contract Report and declares it to be a supplement to the Bid (Document 00 41 00) and in effect as of _____, 20____.

3.2 BIDDER'S SUBSCRIPTION

A. Bidder's signature: _____

B. Please print Bidder's name here: _____

C. Title: _____

END OF DOCUMENT

DOCUMENT 00 43 38
BIDDER STATUS REPORT

PART 1 GENERAL

1.1 BIDDER

A. Name: _____

Address: _____

B. Telephone Number: _____

1.2 CONSTRUCTION CONTRACT

A. Innovative Audio Building Demolition, Job No. 11-05

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 Form (Document 00 41 00) and in effect as of _____, 20 ____.

3.2 BIDDER'S SUBSCRIPTION

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

END OF DOCUMENT

DOCUMENT 00 52 00
AGREEMENT

PART I GENERAL

1.01 CONTRACTOR

- A. Name: _____
- B. Address: _____
- C. Telephone number: _____
- D. Facsimile number: _____

1.02 OWNER

City of Taylorsville, a municipal corporation of the State of Utah, 2600 West Taylorsville Boulevard, Taylorsville, Utah 84129.

1.03 CONSTRUCTION CONTRACT

The Construction Contract is known as the **Innovative Audio Building Demolition – Job 11-05.**

1.04 ENGINEER

John Taylor is the Engineer who has the rights, authority and duties assigned to Engineer in the Contract Documents; provided, however, Engineer shall not have authority to increase the contract price to an amount that exceeds the amount budgeted for the project by the Owner for the Project.

1.05 AGREEMENT PERFORMANCE

- A. The Contractor shall perform everything required to be performed by Contractor in the Contract Documents, shall provide and furnish all labor, tools and equipment, and shall furnish and deliver all materials not specifically stated in the Contract Documents as being furnished by the Owner, to complete all the work necessary to complete the Project in City of Taylorsville, State of Utah, in the best and most workmanlike manner, and in strict conformity with the provisions of this Agreement. The plans and specifications and the proposals are hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement. In the event of inconsistencies within or among parts of this Agreement, the Contract Documents or among Contract Documents, this Agreement, and applicable standards, codes, and references to previous versions of the Manual of Standard Specifications or Manual of Standard Plans, the Contractor shall (i) provide the better quality or greater quantity of work; or (ii) comply with the more stringent requirement; either or both in accordance with Engineer's interpretation.
 - i. 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 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, 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."

PART 2 TIME AND MONEY CONSIDERATIONS

2.01 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, and the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.
- B. The Contract Price is: _____.

2.02 CONTRACT TIME

- A. The work shall commence on the date set forth in the written Notice to Proceed from the Owner or its agent to Contractor and shall be substantially completed and ready for Owner's substantial completion inspection on **December 23, 2011**.
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time.

2.03 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within **15** 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.

2.04 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. 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 to Owner the amount of \$250 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.

- B. **Survey Monuments:** No land survey monument will 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 to cover such damage and expense.
- C. **Interruption of Public Services:** No interruption of public services shall be caused by Contractor, its agents or employees, without the Engineer's and Owner's prior written approval. Owner and Contractor agree that in the event Owner suffers damages from such interruption, liquidated damages as stipulated above shall not be deemed to be a limitation upon Owner's right to recover the full amount of damages.
- D. **Deduct Damages from Moneys Owed Contractor:** Owner shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the Contractor. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall return such excess to the Owner.

2.05 RETAINAGE

- A. **Retainage is Owner's Option:** Owner may, in its sole discretion, retain five (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. **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.
 - 2. **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 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 in its Utah State Treasury Pool. The interest accrued thereon shall be the interest paid to Contractor on the money retained and will be due and payable to the Contractor when the retained monies are paid.

2.06 PAYMENT PROCEDURES

- A. Progress Payments:** Contractor shall submit Applications for Payment in accordance with Part 14 of the General Conditions and Payment Procedures. Payment will become due or payable only for items 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.
- B. Price Adjustments:** Owner will consider making partial payment to the Contractor for certain nonconforming 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.
- C. 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 Engineer and Owner. 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, (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.
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.

2.07 EXTRA WORK

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, unless a contract Modification for such has been made in writing and validly executed by the Owner and Contractor.

PART III COVENANTS

3.01 ASSIGNMENT NOT BINDING WITHOUT WRITTEN CONSENT

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

3.02 BINDING TERMS

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.

3.03 ATTORNEY'S FEES.

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.

3.04 CONTRACTOR'S REPRESENTATIONS.

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

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

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

3.05 SPECIAL PROVISIONS REGARDING NONFUNDING.

The Contractor specifically understands and agrees that funds are not presently available for performance of this Agreement beyond the end of Owner's fiscal year, which is June 30, 2012~~0~~. Each party's obligation for performance of this Agreement beyond such date is contingent upon funds being budgeted and appropriated for payment with respect to this Agreement. If no such funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriation due to insufficient revenues, resulting in insufficient funds for the payments due or about to become due under this Agreement, then this Agreement shall create no obligation on the parties as to such fiscal years (or any succeeding fiscal year), and all obligations thereunder shall terminate and become null and void on the first day of the fiscal year on which funds were not budgeted or appropriated or in the event of reduction in appropriation on the last day before the reduction became effective (except as those portions of payments herein then agreed upon for which funds are appropriated and budgeted.) Such said termination shall not be construed as a breach of or a default under this Agreement and such termination shall be without penalty, additional payment, or other charges of any kind whatsoever to Contractor and no right of action or damage or other relation shall accrue to the benefit of the Contractor as to this Agreement, or any portion thereof, which may so terminate and become null and void.

3.06 CONTRACT DOCUMENTS.

Contract Documents include the Manual of Standard Specifications, 2007 Edition, published by Utah LTAP Center, Utah State University, and Manual of Standard Plans, published by Utah LTAP Center, Utah State University, and those documents included in the term "Contract Documents" as defined therein.

PART 4 EXECUTION

4.1. EFFECTIVE DATE.

Owner and Contractor executed this Agreement and declared it in effect as of the ____ day of _____, 2011.

IN WITNESS WHEREOF, we have hereunto set our hands and seal at Taylorsville, Utah, on the day and year first above written:

TAYLORSVILLE CITY, OWNER

**BY _____
Mayor Russ Wall**

Attest:

Taylorsville City Recorder, Cheryl P. Cottle

Approved as to form:

City Attorney

BY _____
Its _____

Attest:

_____, **Secretary**

40200.99

END OF DOCUMENT

DOCUMENT 00 61 13
STANDARD AIA FORM OR THE FOLLOWING
PERFORMANCE BOND

PART 1 GENERAL

1.1 BOND

A. Number: _____.

B. Amount: _____
_____ dollars (\$ _____).

1.2 SURETY

A. Name: _____

B. Address: _____

C. Telephone number: _____.

D. Facsimile number: _____.

1.3 CONTRACTOR

A. Name: _____

B. Address: _____

C. Telephone number: _____.

D. Facsimile number: _____.

1.4 OWNER

A. Taylorsville, a Utah municipal corporation, 2600 West Taylorsville Blvd, Taylorsville,
UT 84129.

1.5 CONSTRUCTION CONTRACT

A. _____ Innovative Audio Building Demolition, Job No. 11-05

1.6 DEFINED TERMS

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

PART 2 COVENANTS

2.1 SURETY'S AND CONTRACTOR'S RELATIONSHIP

- A. The Surety, as surety, and the CONTRACTOR, as principal, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the OWNER, as obligee, for the performance of the Construction Contract.
- B. If the CONTRACTOR performs the Construction Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond; otherwise this Bond shall remain in full force and effect.

2.2 NOTICE

- A. Notice to the Surety, the OWNER, or the CONTRACTOR shall be sent by registered or certified mail, postage prepaid, by facsimile, by hand delivery, or by overnight delivery service for which a delivery receipt is required, to the address shown on this Bond.
- B. Notices sent as provided in Section 2.2A shall be effective on the date on which such notice was sent.
- C. Notice may be sent by facsimile. Facsimile notice shall be effective on the date of transmission provided that a confirmation establishing the successful transmission of the notice is sent by first-class mail, postage prepaid, along with a copy of the notice transmitted, no later than twenty-four (24) hours after the facsimile notice is transmitted.
- D. If any notice requires a period of less than seven (7) days for response, the notice shall be sent by facsimile.
- E. If the time for response to any notice expires on a Saturday, Sunday, or a legal holiday in the State of Utah, the time shall be extended to the next business day.

2.3 PROCEDURE TO INVOKE SURETY'S OBLIGATION

- A. If the CONTRACTOR fails to perform any of its obligations under the Construction Contract, and such failure to perform has not been waived by the OWNER, the OWNER may notify the CONTRACTOR and the Surety, at their addresses described above, that the CONTRACTOR is in default, and may formally terminate the CONTRACTOR's right to perform its obligations under the Construction Contract.
- B. If the Construction Contract is terminated, the OWNER shall pay the unpaid Balance of the Contract Price to the Surety for completion of the Work in accordance with the terms of the Construction Contract or to a contractor selected by the Surety to perform the Work in accordance with the terms of the Construction Contract.

2.4 SURETY'S OPTIONS AT CONTRACTOR TERMINATION

- A. Surety Completes the Work: The Surety may undertake to perform and complete the Work itself, through its agents, or through independent contractors.
- B. Surety Obtains Bids or Proposals: The Surety may obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Work.
 - 1. Such bids or proposals shall be prepared by the Surety for execution by the OWNER and the completion contractor selected.
 - 2. The Surety shall secure the contract with performance and payment bonds executed by a qualified surety equivalent to this Bond and the payment bond (Document 00 61 14).
 - 3. The Surety shall pay to the OWNER the amount of damages as described in Section 2.6 in excess of the balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR's default.
- C. Surety to Pay OWNER: The Surety may determine the amount, not to exceed the amount of this Bond specified in Section 1.1B, for which the Surety believes it may be liable to pay, and tender payment therefore to the OWNER. The OWNER has sole discretion to accept payment.

2.5 PROCEDURE FOR OWNER TO DECLARE SURETY IN DEFAULT

- A. The OWNER may declare the Surety to be in default pursuant to the following procedures:
 - 1. The OWNER shall issue an additional written notice to the Surety, after declaring the CONTRACTOR in default as provided in Section 2.3, demanding that the Surety perform its obligations under this Bond; and
 - 2. The Surety shall respond to the OWNER within 15 days after receipt of the OWNER's additional notice, either denying the claim or accepting liability and exercising its options under Section 2.4.
- B. If the OWNER declines to accept the payment tendered by the Surety pursuant to Section 2.4(C), or if the Surety has denied the claim in whole or in part, the OWNER, without further notice, may pursue any remedies available to the OWNER.

2.6 SURETY'S OBLIGATIONS

- A. After the OWNER has terminated the CONTRACTOR's right to complete its obligations under the Construction Contract, and if the Surety elects to complete the Work under the Construction Contract as provided in Section 2.4, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Construction Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Construction Contract.
- B. To the limit of the amount of this Bond, but subject to a commitment by the OWNER to pay all valid and proper payments made to or on behalf of the CONTRACTOR under the Construction Contract, the Surety is obligated, without duplication, for:
 - 1. the responsibilities of the CONTRACTOR for correction of Defective Work and completion of the Work under the Construction Contract;

2. any additional legal, design professional, and delay costs resulting from the CONTRACTOR's default, and resulting from the actions or failure to act of the Surety under Section 2.4; and
3. liquidated damages that are or may become due for any reason.

2.7 UNRELATED OBLIGATIONS OF THE CONTRACTOR

- A. The Surety shall not be liable to the OWNER for obligations of the CONTRACTOR that are unrelated to the Construction Contract, and the balance of the Contract Price shall not be reduced or changed on account of any such unrelated obligations.
- B. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

2.8 SURETY WAIVES NOTICE OF ANY CHANGE

- A. Surety hereby waives notice of any change, including changes of Contract Time, Contract Price, and scope of Work, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

2.9 VENUE

- A. Any suit or action commenced by the OWNER under this Bond shall be in a court of competent jurisdiction in Salt Lake City, Utah.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

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

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. Name of organization: _____

B. Type of organization: _____
(corporation, partnership, limited liability company, individual, etc.)

C. CONTRACTOR's signature: _____

D. Print name here: _____

E. Title: _____

F. Business Entity Acknowledgement:

STATE OF UTAH _____)

: ss.

COUNTY OF _____)

The foregoing performance bond was acknowledged before me this _____ day of _____, 20_____ by _____ and _____, the _____ and _____, respectively, of _____, a _____.

NOTARY PUBLIC, residing in _____

G. Individual Acknowledgement:

STATE OF UTAH _____)

: ss.

COUNTY OF _____)

The foregoing performance bond was acknowledged before me this _____ day of _____, 20 ____ by _____, an individual.

NOTARY PUBLIC, residing in

H. **Signature Authority:** At the request of the OWNER, evidence satisfactory to the OWNER shall be submitted that shows that the person executing this Bond has the required authority to execute this Bond.

3.3 SURETY'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Attach evidence of Surety's corporate authority to sign.
- B. Surety's signature: _____
- C. Please print name here: _____
- D. Title: _____
- E. **Acknowledgment:** In the County of _____,

State of _____, on the _____ day of _____, _____, before me, the undersigned notary, personally appeared _____, who proved to me his/her identity through documentary evidence in the form of a _____- _____ to be the person whose name is signed as the authorized Surety and acknowledged to me that this document was signed voluntarily for its stated purpose.

Notary's seal

Notary's signature

END OF DOCUMENT

DOCUMENT 00 61 14
STANDARD AIA FORM OR THE FOLLOWING
PAYMENT BOND

PART 1 GENERAL

1.1 BOND

A. Number: _____.

B. Amount: _____
_____ dollars (\$ _____).

1.2 SURETY

A. Name: _____

B. Address: _____

C. Telephone number: _____.

D. Facsimile number: _____.

1.3 CONTRACTOR

A. Name: _____

B. Address: _____

C. Telephone number: _____.

D. Facsimile number: _____.

1.4 OWNER

A. Taylorsville, a Utah municipal corporation, 2600 West Taylorsville Blvd, Taylorsville,
UT 84129.

1.5 CONSTRUCTION CONTRACT

A. Innovative Audio Building Demolition, Job No. 11-05

1.6 DEFINED TERMS

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

PART 2 COVENANTS

2.1 SURETY's AND CONTRACTOR's RELATIONSHIP

- A. The Surety as surety, and the CONTRACTOR, as principal, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the OWNER, as obligee, to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract.
- B. If the CONTRACTOR makes payment for all labor, materials, and equipment furnished for use in the performance of the Construction Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond; otherwise this Bond shall remain in full force and effect.

2.2 NOTICE

- A. Notice to the Surety, the OWNER, or the CONTRACTOR shall be sent by registered or certified mail, postage prepaid, by facsimile, by hand delivery, or by overnight delivery service for which a delivery receipt is required, to the address shown on this Bond.
- B. Notices sent as provided in Section 2.2A shall be effective on the date on which such notice was sent.
- C. Notice may be sent by facsimile. Facsimile notice shall be effective on the date of transmission provided that a confirmation establishing the successful transmission of the notice is sent by first-class mail, postage prepaid, along with a copy of the notice transmitted, no later than twenty-four (24) hours after the facsimile notice is transmitted.
- D. If any notice requires a period of less than seven (7) days for response, the notice shall be sent by facsimile.
- E. If the time for response to any notice expires on a Saturday, Sunday, or a legal holiday in the State of Utah, the time shall be extended to the next business day.

2.3 CONDITIONS OF SURETY'S LIABILITY

- A. With respect to the OWNER, this Bond shall be null and void if the CONTRACTOR promptly takes the following actions:
 - 1. makes payment, directly or indirectly, for all sums due Claimants; and
 - 2. defends, indemnifies, and saves harmless the OWNER from all claims, demands, Liens, or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Work, provided the OWNER has tendered defense of such claims, demands, Liens, or suits to the CONTRACTOR and the Surety.

2.4 PROCEDURE TO INVOKE SURETY'S OBLIGATION

- A. **Concerning Claimants who have a Direct Contract with the CONTRACTOR:** The Surety shall have no obligation to Claimants under this Bond who are employed by or have a direct contract with the CONTRACTOR until such Claimants have given notice to the Surety at the address shown on this Bond and have sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, stating the amount of the claim.
- B. **Concerning a Claimant who does not have a Direct Contract with the CONTRACTOR:** The Surety shall have no obligation to a Claimant under this Bond who does not have a direct contract with the CONTRACTOR until such Claimant takes the following actions.
1. The Claimant furnishes written notice to the CONTRACTOR and sends a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed;
 2. The Claimant either receives a rejection in whole or in part from the CONTRACTOR, or does not receive within 15 days after furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR indicates that the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 15 days, the Claimant sends a written notice to the Surety at the address described on this Bond and sends a copy, or notice thereof, to the OWNER stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

2.5 SURETY'S OPTION TO SETTLE CLAIMS

- A. When the Claimant has satisfied the conditions of Section 2.4, the Surety shall promptly and at the Surety's expense take the following actions:
1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 2. Pay or arrange for payment of any undisputed amounts.

2.6 SURETY'S OBLIGATION

- A. The Surety's total obligation under this Bond shall not exceed the amount of this Bond, and the amount of this Bond shall be reduced in the amount of any payments made in good faith by the Surety.

2.7 UNRELATED OBLIGATIONS OF THE CONTRACTOR

- A. The Surety and the OWNER shall not be liable to Claimants or others for obligations of the CONTRACTOR that are unrelated to the Construction Contract.
- B. The OWNER shall not be liable for payment of any damages, costs, or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make

payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

2.8 SURETY WAIVES NOTICE OF ANY CHANGE

A. Surety hereby waives notice of any change to the Construction Contract including changes of Contract Time, Contract Price, and scope of Work, or to related subcontracts, purchase orders, or other obligations.

2.9 VENUE

A. Any suit or action commenced by a Claimant under this Bond shall be in a court of competent jurisdiction in Salt Lake City, Utah.

2.10 COPIES OF THIS BOND

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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

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

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

C. Name of organization: _____

D. Type of organization: _____

(corporation, partnership, limited liability company, individual, etc.)

E. CONTRACTOR's signature: _____

F. Please print name here: _____

G. Title: _____

H. Business Entity Acknowledgement:

STATE OF UTAH _____)

: ss.

COUNTY OF _____)

The foregoing payment bond was acknowledged before me this _____ day of _____, 20____ by _____ and _____, the _____ and _____, respectively, of _____, a _____.

NOTARY PUBLIC, residing in _____

I. Individual Acknowledgement:

STATE OF UTAH _____)

: ss.

COUNTY OF _____)

The foregoing payment bond was acknowledged before me this _____ day of _____, 20____ by _____, an individual.

NOTARY PUBLIC, residing in _____

My Commission Expires

- J. **Signature Authority:** At the request of the OWNER, evidence satisfactory to the OWNER shall be submitted that shows that the person executing this Bond has the required authority to execute this Bond.

3.3 **SURETY'S SUBSCRIPTION AND ACKNOWLEDGMENT**

- A. Attach evidence of Surety's corporate authority to sign.
- B. Surety's signature: _____
- C. Print name here: _____
- D. Title: _____
- E. **Acknowledgment:** In the County of _____, State of _____, on the _____ day of _____, _____, before me, the undersigned notary, personally appeared _____, who proved to me his/her identity through documentary evidence in the form of a _____ to be the person whose name is signed as the authorized Surety and acknowledged to me that this document was signed voluntarily for its stated purpose.

Notary's seal

Notary's signature

END OF DOCUMENT

DOCUMENT 00 62 16
CERTIFICATE OF INSURANCE

PART 1 GENERAL

1.1 PROCEDURE

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

END OF DOCUMENT

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DOCUMENT 00 65 13
CERTIFICATE OF SUBSTANTIAL COMPLETION

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

- A. Certificate of Substantial Completion Form.

1.2 REFERENCES

- A. APWA Section 01 78 50 – Closeout Procedures.

1.3 SUBSTANTIAL COMPLETION

- A. When Work or designated portion thereof is Substantially Complete, a notice per paragraph 1.2A in APWA Section 01 78 50 is to be submitted.
- B. The attached form also requests final inspection.
- C. ENGINEER's review of notice does not release or relieve CONTRACTOR from complying with all requirements of the Contract Documents.

END OF SECTION

**CONTRACTOR'S
CERTIFICATE OF SUBSTANTIAL COMPLETION**
(and request for Final Inspection)

DATE _____

PROJECT NAME AND NUMBER

PORTION OF WORK COMPLETE

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.

- A. 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.
- B. 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.

I hereby request the ENGINEER accept the Work as being Substantially Complete and schedule the Final Inspection.

DOCUMENT 00 73 10
SUPPLEMENTARY CONDITIONS TO
DOCUMENT 00 72 00

GENERAL CONDITIONS

The following supplements modify, change, delete from, and add to the Agreement between Owner and Contractor. Where any portion of the Agreement between Owner and Contractor is modified or any paragraph, subparagraph, or clause is modified or deleted by these supplements or conditions, the unaltered provisions shall remain in effect.

PART 1

Add the following new subparagraph 1.1 A.61 **Knowledge and Associated Terms**: The terms “knowledge,” “known,” “recognize,” and “discovered” their respective directives and similar terms in the Contract Documents as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knew (or should have known), recognized (or should have recognized), and discovered (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expressions reasonably inferable on similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by the Contractor familiar with the project in exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

PART 2

Replace paragraph 2.2 with the following: Owner shall not furnish to Contractor copies of published Contract Documents such as the Manual of Standard Plans and Manual of Standard Specifications. Such documents may be purchased separately by Contractor. Owner may furnish to Contractor up to five (5) copies of the Contract Documents (specifically excluding the published Contract Documents described above). Additional copies may be purchased from Engineer.

Replace subparagraph 2.5 C with the following: **Field Office**. Contractor is not required to establish and maintain a field office in such a location so that Engineer may contact Contractor during reasonable times for transmittal of Plans, instructions, and determinations of project information. Contractor shall designate two (2) representatives who are acceptable to Owner and Engineer, who is available at all times by cellular phone for instructions and determination of project information.

PART 5

Replace 5.1 A with the following:

- A. Prior to or contemporaneously with Owner’s executing the Agreement, Contractor shall file with the Owner a good and sufficient performance Bond and a payment

Bond that meets all statutory requirements of the State of Utah in the amount of the Contract Price and all subsequent increases.

- B. The payment Bond and performance Bond shall be substantively in the form attached hereto (Documents 00 61 00 and 00 62 00) and shall be executed by the Contractor and secured by a company that is acceptable to Owner and Engineer 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., Best Insurance Reports, Property and Casualty Edition.
- C. The performance Bond and payment Bond shall guarantee the faithful performance of the Work and payment of all labor and materials. They shall inure by their terms to the benefit of the Owner. Neither this nor any other provision requiring the performance Bond and payment 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.

Replace 5.2 A with the following:

The Contractor shall, for the protection and benefit of the Indemnitees and the Contractor and as part of the Contractor's efforts to satisfy the obligations set forth herein, procure, pay for, and maintain in full force and effect, at all times during the performance of the Work until final acceptance of the Work or for such duration as required, policies of insurance issued by a responsible carrier or carriers acceptable to the Owner, and in form and substance reasonably satisfactory to the Owner, which afford the following coverages:

Comprehensive General and Automobile Liability Insurance, including completed operations, blanket contractual and broad form property damage coverage, with the following minimum limits:

| | |
|---------------------------|--|
| Personal Injury Liability | \$2,000,000 each occurrence |
| Property Damage Liability | \$1,000,000 each occurrence; \$2,000,000 aggregate |
| Worker's Compensation | as required by Utah statute |

All such insurance shall be written on an occurrence basis. Information concerning reduction of coverage shall be furnished by the Contractor promptly.

The Contractor agrees to and assumes the risk of loss for any damage or loss to the Work and the project by any means or occurrence until substantial completion. Contractor further agrees to obtain builder's risk or course of construction insurance in the total amount of the contract price.

All policies and Certificates of Insurance shall expressly provide that no less than thirty (30) days' prior written notice shall be given the Owner in the event of material alteration, cancellation, nonrenewal, or expiration of the coverage contained in such policy or evidenced by such certified copy or Certificate of Insurance.

In no event shall any failure of the Owner to receive certified copies or certificates of policies as provided herein be construed as a waiver by the Owner or the Engineer of the Contractor's obligations to obtain insurance pursuant to the provision hereof. The obligation to procure and maintain any insurance required herein is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.

When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall supply the Owner with Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish the Owner with a certified copy of the renewal or replacement policy unless the Owner provides the Contractor with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in form and substance satisfactory to the Owner and written by carriers acceptable to the Owner.

The Contractor shall cause each Subcontractor to (i) procure insurance reasonably satisfactory to the Owner and (ii) name the Indemnitees as additional insureds under the Subcontractor's comprehensive general liability policy. The additional insured endorsement included on the Subcontractor's comprehensive general liability policy shall state that coverage is afforded the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.

PART 6

Add the following new subparagraph 6.8 C: Contractor shall insure strict compliance with the requirements of UTAH CODE ANN. § 34-30-1 through 14 and § 34-30-1. Further, if the provisions of UTAH CODE ANN. § 34-30-1 are not complied with, this Agreement shall be void.

Replace the first sentence of paragraph 6.14 B with the following: **Shop Drawings.** Contractor shall submit shop drawings to Engineer for review and approval in accordance with the acceptable schedule of submissions (see paragraph 2.7 A).

Add the following after the word "agents" in the second line of paragraph 6.17 A: elected officials, appointed officials, officers, volunteers.

Add the following after the word “agent” in the second line of paragraph 6.17 B: elected officials, appointed officials, officers, volunteers.

END OF DOCUMENT

DOCUMENT 00 91 13
ADDENDA

PART 1 GENERAL

1.1 PROCEDURE

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

END OF DOCUMENT

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SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. The locations of the work are: 3901 West 5400 Sout
- B. The work to be performed consists of surgically removing the Innovative Audio Building from the Mr. Ortega's building. The demolitions process shall not affect the remaining structure or adjacent business operations. (See Bid Schedule and Project Drawings)

1.2 WORK SEQUENCE

- A. Construct Work in stages to accommodate adjacent property owner occupancy of the street during construction.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

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SECTION 01 14 00
WORK RESTRICTIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Conditions affecting construction.

1.2 EXISTING CONDITIONS

- A. Surface Water: Property owners adjacent to the Work often water their landscaping and flood the street or curb and gutter.
- B. Street Parties: Periodically street parties (or parades) are held in the neighborhood of the Project. When such activities are planned, show coordination with such activities on the Progress Schedule (See APWA Section 01 32 16).

1.3 SITE CONDITIONS

- A. Storage: Do not use landscaped areas for staging of materials or equipment at any time.
- B. Yellow Out: Property owners do not want their underground irrigation systems disrupted to cause their landscaping to “yellow out”.

1.4 DRAINAGE

- A. Control all water impacting the work site during construction. Provide drainage protection of existing facilities. In the event of rain, maintain drainage lines to insure no flooding, the integrity of trenches, and stability of existing excavations.

1.5 REFUSE COLLECTION

- A. Facilitate or accomplish refuse pickup. Coordinate with property owners and OWNER's Sanitation Division of Salt Lake County [Phone 385-468-6325] as necessary.
- B. Provide access for refuse pickup or provide a reasonable centralized pickup point and transport all refuse to the pickup point for collection by the Sanitation Division.

1.7 WATER SERVICE

- A. Service line work.
 - 1. In residential areas, do work on week days when most people are at work.
 - 2. For business properties, do work on weekends when most people are away from work.
- B. Shut down of water mains.
 - 1. In residential areas, do mainline connections during the day when less people are at home or at night when demand is low. If at night, comply with City's and County's noise ordinances. Follow the more stringent requirements.
 - 2. For business properties, do mainline connections at night when less people are at work and demand is low.
 - 3. All water service interruptions shall be coordinated with Taylorsville Bennion Improvement District. The City of Taylorsville cannot guarantee waterline shutdowns.

- C. In critical water supply zones, hot taps may be required so service is uninterrupted. Coordinate with Taylorsville Bennion Improvement District.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

SECTION 01 31 13 COORDINATION

This specification changes a portion of APWA Standard Specification Section 01310. All other provisions of the Section remain in full force and effect.

Add the following article to Part 1

1.8 PUBLIC AGENCY CONTACTS

A. Utility Companies: Utility companies generally require a minimum of 48 hours notice if their utility requires location, relocation or protection. Contact the following individuals to coordinate.

1. North Jordan Canal Company: Van King; (801) 842-3495
2. Rocky Mountain Power (A Division PacifiCorp):
 - a. Craig Hatch for area west of Redwood Road, north of 2100 South; phone (801) 220-6126.
 - b. Curt Andersen for downtown area west of 300 East and west of I-15, north of 500 South; south of North Temple; phone (801) 220-7295.
 - c. Alan Draper for area east of Redwood Road, north of 2100 South; phone (801) 220-7267.
 - d. Shauna Nelson for area south of 2100 south; phone (801) 220-7329.
3. Qwest Communications Company: Jeff Stapley; office phone (801) 974-8505 or cell phone (801) 259-7073.
4. Integra Telcom (ELI): A company representative must be present during excavation.
 - a. Shauna T. Jones; phone (801) 746-2157 cell (801) 560-4021.
5. Questar Gas Company Preconstruction: Craig Johnson; phone (801) 324-3841.
6. XO Communications: Kirk Hansen; phone (801) 983-1712.
7. Transcorp: Seyd Haven; phone (801) 594-6833.
8. Comcast: Eric Patton (801) 401-3024.
9. MCI: Blair Penrod (801) 372-5258
10. Utah Transit Authority: Michael Clara; phone (801) 287-2325 ext. 2325
11. Taylorsville-Bennion Improvement District: Keith Lord (801)968-9081
12. Blue Stakes 1-800-662-4111

END OF SECTION

SECTION 01 55 26 TRAFFIC CONTROL

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.

Modify Article 1.3, Paragraph A to read as follows.

1.3 SUBMITTAL

- A. Vehicular and Pedestrian Traffic Control Plan: Show phases of street improvements work. Provide least amount of traffic disruption.

Add the following article to Part 3

3.3 SPECIAL TRAFFIC CONTROL PROVISIONS

A. In General:

- 1. Detour Routes: Provide advance warning signs as required.
- 2. Provide, maintain and control all traffic information signs and traffic control devices as indicated in the current edition of the Traffic Control Manual.
- 3. Sandbag all temporary traffic control signs and barricades.
- 4. Provide 12 feet wide vehicle travel lanes, and 4 feet wide pedestrian travel lanes.

B. Pedestrian Traffic Control:

- 1. Regulate pedestrian traffic as specified on pages 52-59 of the Traffic Control Manual and shown in the Plans.
- 2. Use a double row of 2x4 wood rails or orange plastic netting to fence off visually impaired pedestrians from work sites.
- 3. In front of business properties, provide pedestrian ramps and temporary walkways around the work zone. Meet Americans with Disabilities Act (ADA) requirements.
- 4. Provide aid to those pedestrians who have special needs. Make their passage safe within or around the construction work zone. Pedestrians with special needs include the blind, the wheel chair bound, or people with other type of navigational problems.
- 5. Close sidewalk to public use only when approved by the Taylorsville City Engineer.

C. Vehicular Traffic Control:

- 1. Submit a Traffic Control Plan that satisfies requirements on pages 6 & 7 of the Traffic Control Manual. All signalized intersections shall be treated as a separate construction phase. Regulate vehicular traffic as indicated on pages 24-51 of the Traffic Control Manual.
- 2. Show phases of street improvement work. Provide least amount of traffic disruption.

3. Provide signs that display name of businesses located in the work zone. Show motorist by signage, how to reach business destination.
- D. Work Site Traffic Control Technician Responsibilities:
1. Update traffic control plan to correct deficiencies in time limits not to exceed 24 hours.
 2. Complete a daily record of traffic control activities.
 3. Perform duties outlined on page 7 of the Traffic Control Manual.
- E. Local Business Signs:
1. Display name of businesses located in the work zone.
 2. Coordinate signing with each business owner prior to installation.
 3. Make signs large enough to be easily read from moving vehicles.
 4. Provide arrow signs to show the way.
- F. Access to Properties:
1. Provide access to all affected properties [*except for durations less than 24 hours*].
 2. Construct temporary ramps over curb, gutter, sidewalks and other construction to each residence and business entrance as required for uninterrupted vehicular and pedestrian access.
- G. Parking Restrictions:
1. Post "No Parking" signs every 50 feet 24 hours in advance of need.
 2. Bag or remove and replace meter heads (if any).
- H. Public Transit:
1. Keep existing bus stops open and clear for bus service operation.
 2. Minimize bus service disruption in and around the stops.
 3. Provide at least 48 hours advance notice to 287-2325 (the Utah Transit Authority).
 4. Coordinate the scheduling of bus service at existing stops.
- I. Partial or Complete Lane Closure Authorization (Without Permit):
1. Provide flagger when work momentarily affects travel lanes. Example: A back-hoe maneuvering in a travel lane outside of the construction work zone.
 2. If one traffic lane for each direction cannot be maintained, provide one 12 feet wide lane with certified flaggers alternating traffic flow for each direction.
 3. Major streets may be reduced to one 12 feet wide travel lane for each direction during work hours. Left turn prohibition shall be required when through lanes are reduced to one lane of travel. Install "No Left Turn" signs stating the "Bus Exception" message.
- J. Signalized Intersections, Major Streets, State Roads, Downtown Area:
1. Operate large equipment only during off-peak traffic hours. Peak traffic hours are 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.
 2. For each approach to a major street provide a UDOT certified flagger. Flagger shall only control traffic outside the limits of a signalized intersection.

3. Existing left turn lanes may be used for through traffic movement when the need to reduce the through traffic to one lane approach to signalized intersections. Install "No Left Turn" signs stating the "Bus Exception" message.
4. Provide off-duty police officer to direct traffic within 100 feet of a signal head and when vehicular traffic has been reduced to one lane approach to the intersection.

Add the following article to Part 3 (page 112).

3.5 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

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SECTION 01 57 00

TEMPORARY CONTROLS

This specification changes a portion of APWA Standard Specification Section 01 57 00. All other provisions of the Section remain in full force and effect.

Add the following Article to Part 1.

1.2 SUBMITTALS

A. Storm Water Pollution Prevention Plan (SWPPP)

1. Prepare a "Notice of Intent" to comply with City of Taylorsville's SWPPP plan. Submit the notice and secure the appropriate permit from OWNER's Public Utilities Department .
2. Use fabric filters, straw bales, silt fences, grease traps, and other water pollution prevention best management practices (BMP) shown in APWA Standard Plans.
3. Verify BMP's are in-place at least once every 3 calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater.

END OF SECTION

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SECTION 01 71 13

MOBILIZATION

This specification changes a portion of APWA Standard Specification Section 01 41 13. All other provisions of the Section remain in full force and effect.

Modify paragraph 1.3D

3.7 TEMPORARY FACILITIES

- A. Temporary Field Office: An on-site field office is not required. Provide and maintain a telephone in the field during performance of the Work so ENGINEER can provide plans, instruction and exchange project information with CONTRACTOR.

END OF SECTION

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SECTION 02 41 14
PAVEMENT REMOVAL

This specification changes a portion of APWA Standard Specification Section 02 41 14. All other provisions of the Section remain in full force and effect.

Add the following article 3.9

3.9 SAW CUTTING

- A. Make full depth saw cuts in neat straight lines.

END OF SECTION

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