



WEST VALLEY CITY
Unity Pride Progress

PUBLIC WORKS DEPARTMENT
TRANSPORTATION DIVISION

3500 South Street Light Installation Project

3500 South – 2700 West to Bangerter Highway

Prepared By
West Valley City Transportation Division

DOCUMENT 00 01 10

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American Public Works Association and Associated General Contractors Utah Chapter Manual of Standard Specifications, 2007 (orange books available separately from West Valley City \$55.00 per set).

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BIDDING REQUIREMENTS

DOCUMENT 00 11 16

INVITATION TO BID

PART 1 GENERAL

1.1 CONSTRUCTION CONTRACT

- A. Bidders are invited to Bid on a Construction Contract known as the ***3500 South Street Light Installation Project***.
- B. For information about the award of this Construction Contract contact ***Erik Brondum***, West Valley City, Telephone (801) ***963-3406***.

1.2 DESCRIPTION OF WORK

- A. Location of Work: ***3500 South - 2700 West to Bangerter Highway***.
- B. Scope of Work: Contractor will be responsible for all labor, materials, equipment, coordination and incidentals necessary to complete work as described in the Contract Documents. The work to be performed generally includes, but is not limited to the following:
 - 1. Assemble and install 101 streetlights including break away couplings, pole, arms, LED fixtures and base covers. Contractor will provide all fuses, fuse holders and wire from load side of fuse to top of pole and complete electrical hookups.
 - 2. Other work normally encountered during construction on improved and unimproved properties.

1.3 BIDDERS' PRE-QUALIFICATION

- A. Bidders ***are not*** required to be pre-qualified for this project.

1.4 BASIS OF BIDS

- A. Bids shall be on a ***per unit*** basis. Unsealed or segregated Bids will not be accepted. Bidders shall comply with all Instructions to Bidders.

1.5 CONTRACT TIME

- A. The work will be substantially completed **30** days from the date of the Notice to Proceed.

1.6 EXAMINATION AND PROCUREMENT OF DOCUMENTS

- A. Complete sets of Contract Documents may be examined and obtained beginning **December 2, 2009** from the ENGINEER. Plan sets can be downloaded from www.bidsync.com, and can be located via the West Valley City Engineering Division website, www.wvc-ut.gov/engineering.
- B. Copies of 2007 version of APWA Manual of Standard Drawings and Specifications may be obtained for a non-refundable amount of fifty-five dollars (\$55.00) from West Valley City Engineering (same address listed in paragraph A above).

1.7 PRE-BID CONFERENCE

- A. A pre-bid conference *will not be held*.

1.8 BID SECURITY

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

1.9 BID LOCATION AND OPENING

- A. Sealed Bids will be received at:
The Office of the City Recorder
3600 South Constitution Blvd.
Room 120
West Valley City, Utah 84119

until **10:00 AM** local prevailing time, as conclusively established by the clock at the bid opening location, on **December 10, 2009**. Bids received after the indicated time will not be accepted. Bids will be publicly opened in the Public Works Department, Room 260, 3600 South Constitution Blvd., West Valley City, Utah 84119 at approximately **11:00 AM** local time by an authorized City officials

- B. On the outside of the envelope, the Bidder shall indicate the Construction Contract title, the name and address of the Bidder and the date and time of the Bid opening.

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. Bidders who withdraw their Bid after the Bid opening, but before expiration of said period, shall forfeit their Bid Security if Notice of Intent to Award to Bidder is made by OWNER.

1.12 GOVERNING LAWS AND REGULATIONS

- A. This project **is** federally funded and **does** require the payment of specific wage rates. Payroll submittal **will** be required.

1.13 EMPLOYMENT STATUS VERIFICATION SYSTEM REQUIREMENTS

- A. The Contractor shall present evidence to the City of participation in an approved Status Verification System prior to execution of this Agreement.

END OF DOCUMENT 00 11 16

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. General Conditions: as published in Document 00 72 00 in the 2007 Edition 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. All provisions of the 2007 Manual of Standard Specifications and 2007 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 may be purchased separately from West Valley City, 3600 South Constitution Blvd. (2700 W.), Room 280, West Valley City, Utah 84119. Costs are \$30.00 for the specifications and \$25.00 for the plans (or \$55.00 for the set).

1.3 PRE-BID CONFERENCE

- A. A pre-Bid conference ***will not be held.***

1.4 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. In General: Bidders are permitted to converse with 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, or 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. Access to Site: 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. Bidders' 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 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 (Document 00 31 32). The document provides the identification of:
 - 1. Reports of explorations and tests of subsurface conditions at the site which have been utilized by ENGINEER in preparing the Contract Documents; and
 - 2. Drawings of physical conditions in or relating to existing surface and subsurface structures (except underground facilities) which are at or contiguous to the site and have been utilized by ENGINEER in preparing the Contract Documents.

3. Underground Facilities: Information and data indicated in the Contract Documents regarding underground facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such underground facilities. The OWNER does not assume responsibility for the accuracy or completeness thereof other than as provided in paragraph 4.3A.2 of the General Conditions or unless expressly provided in the Modifications to General Conditions (Document 00 73 03).
4. 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 save the OWNER harmless during and after the performance of additional explorations.
5. 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 three (3) calendar days prior to opening of Bids. If required, ENGINEER will send written interpretation to all persons receiving a set of Bid Documents in the form of a written Addendum. If a Bidder's request for interpretation is not responded to by 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. ENGINEER may also issue Addenda to modify the Bidding documents.
- D. Any Addenda so issued during the time of Bidding shall be deemed to be Included in the Bid. All Addenda shall become a part of the Contract Documents.
- E. Except to postpone the Bid opening, no Addenda shall be issued within 48 hours of the Bid opening.
- F. Addenda will be mailed and/or faxed to address or telephone number noted on Plan Holder's List filled out by CONTRACTOR. CONTRACTOR is responsible to provide OWNER with current fax, telephone number, mailing address, and any changes thereto which occur before the Bid is submitted. Failure to receive addenda mailed and/or faxed to the address listed cannot be used as a reason to exclude the addenda from the Bid.

2.2 EQUIPMENT AND MATERIAL OPTIONS PRIOR TO BID OPENING

- A. If a Bidder or supplier wishes to use items of equipment or materials other than those identified in the Contract Documents, said Bidder or supplier shall submit a written request for approval to the ENGINEER at least ten (10) days prior to the date set for opening of Bids.
- B. The procedure for submission of any such product option shall be as set forth in Article 6.4 of the General Conditions. It is the sole responsibility of the Bidder or supplier to submit complete descriptive and technical information so that ENGINEER can make a proper appraisal.
- C. ENGINEER'S failure to act upon such a request within three (3) days after receipt shall be deemed a denial thereof.
Any such approval is at the sole discretion of the ENGINEER and will be in the form of an Addendum issued to all Bidders 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. 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 West Valley City Corporation.
- D. Return of Bid Security: OWNER will return Bid Security to CONTRACTOR within seven (7) days after award 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 RETAINAGE

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

2.7 BID FORM

- A. The Bid Form (Document 00 41 00) identifies all forms comprising the Bid Documents.
- B. Bids by corporations must be executed in the corporate name by the president, vice-president or other corporate officer authorized to sign and properly attested to as an official act of the corporation. At the OWNER'S request, authority to sign must be submitted.
- C. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title and official partnership address must be shown.
- D. All names must be typed or printed under or near the signature.
- E. The Bid shall contain an acknowledgment of receipt of all Addenda. The Addenda numbers must be filled in on the Bid Form.
- F. The Bidder's address, telephone number and facsimile number for communications regarding the Bid must be shown on the first page of the Bid Form.
- G. The Bidder shall make no stipulations or alterations on the Bid forms. The Bidder must use only the Bid Form and Bid Schedules bound in the Contract Documents.

2.8 BID SCHEDULE

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

The Bidder shall initial any corrections, alterations or erasures made by the Bidder on the Bid Schedule in ink.

2.9 SUBMISSION OF BIDS

- A. The Bid Documents consist of the Bid Form (Document 00 41 00), Bid Schedule (Document 00 43 00), Bid Bond and any supplements or post-bid supplements as found in Modifications or Instructions to Bidders (Document 00 11 16).
- B. 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.
- C. Alternate Bids, other than those called for in the Bid Form, will not be considered.
- D. No oral, telegraphic, telephonic, facsimile or modified Bids will be considered.

2.10 MODIFICATION AND WITHDRAWAL OF BIDS

- A. At any time prior to the opening of Bids, Bids may be modified or withdrawn if a written withdrawal is signed by Bidder and delivered to the place where Bids are to be submitted.
- B. Within 24 hours after Bids are opened, any Bidder may file written notice with OWNER that there was a substantial mistake made in the preparation of its Bid. Bidder must thereafter promptly demonstrate Bidder's mistake to the reasonable satisfaction of the OWNER. If OWNER agrees, Bidder may withdraw its Bid and the Bid Security will be returned to the Bidder.

2.11 OPENING OF BIDS

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

2.12 BIDS SUBJECT TO ACCEPTANCE FOR 45 DAYS

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

2.13 NONDISCRIMINATION IN EMPLOYMENT

- A. Work under this Bid will obligate the Bidder and Subcontractors not to discriminate in employment practices.

- B. Bidders must, if requested, submit a compliance report concerning employment practices and policies in order to maintain their eligibility to receive the award of the Construction Contract.
- C. Equal opportunity employment shall be reflected in the racial and sexual composition of the Bidder's work force and the OWNER urges an affirmative action program to overcome 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 (Document 00 73 50).

PART 3 AWARD OF CONSTRUCTION CONTRACT

3.1 QUALIFICATIONS OF BIDDERS

- A. Within seven (7) calendar days of ENGINEER'S request, a Bidder, whose Bid is under consideration for award, shall submit to the ENGINEER the following information for the Bidder. ENGINEER may request like information on Bidder's Subcontractors, or Bidder's Suppliers.
 - 1. A Current financial statement for the work (as provided to Bonding company);
 - 2. A chronological list of "in progress" and "completed" construction work done by Bidder during the last three (3) years; including project name, address, owner, contact name, and current telephone number;
 - 3. Present construction commitments other than items listed in paragraph 2 above;
 - 4. Proposed organizational structure such as firm ownership, project manager, progress scheduler, and superintendent for the Work of this Project;
 - 5. Owned and rented equipment which is to be used to do the Work;
 - 6. Investigations, arbitrations, litigations or claims which are pending, threatened, settled or otherwise disposed of within the last three (3) years;
 - 7. Evidence of ability to perform and complete the Work in a manner and within the time limit specified. As a minimum, identify specific projects similar to the Work in physical size, cost, and commercial nature. If the work experiences of the project manager and superintendent designated to construct this project are different than that of the company, provide resumes of their work history. Include their actual project titles and indicate their actual responsibilities on each given project;
 - 8. All matters consistent with federal, state and local Laws and Regulations;
 - 9. Such other data as may be called for in the Modifications to Instructions to Bidders (Document 00 21 14) (if any).
- B. OWNER will hold all requested information confidential to the extent allowed by law, 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 regulations 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 for the OWNER to make an award to that Bidder. Such rejection may be because the Bidder is not responsive, or the Bidder is unqualified or of doubtful ability or the Bid or Bidder fails to meet any other pertinent standard or criteria established by OWNER in the Supplementary Instructions to Bidders (Document 00 21 14).
- 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 Subcontractors and Supplier Report (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 herein above 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. Bid Schedules will be evaluated as follows:
 - 1. Discrepancies in the multiplication of quantities of work items and unit prices will be resolved in favor of the unit prices.
 - 2. Prices written out in words shall govern over prices written out in numbers.
 - 3. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
 - 4. Bids shall not contain any recapitulations of or changes in the work to be done.

3.3 SUBCONTRACTORS, SUPPLIERS AND OTHERS

- A. Bidder shall not subcontract more than **50%** 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 set forth in the Modifications to General Conditions (Document 00 73 03). Specific requirements are set forth in the Performance Bond (Document 00 61 13) and the Payment Bond (Document 00 61 14).
 - 1. The Bidder should carefully examine the Bond Forms.
 - 2. When the successful Bidder delivers the executed Construction Contract to OWNER, the required Performance and Payment Bonds must accompany it.
- B. Subcontractor and Supplier Report (Document 00 43 36): This report form is required within 48 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 improvements 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 that 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 AND PRIOR TO AWARD

- A. The Contract Price identified in the Agreement (Document 00 52 00) represents the Cost of the work that is to be paid by the OWNER to the CONTRACTOR. Signing an Agreement Supplement shall effect adjustments to the Contract Price that are agreed to between the OWNER and the successful Bidder.

3.6 SIGNING OF AGREEMENT

- A. Within ten (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), Performance Bond (Document

00 61 13), Payment Bond (00 61 14), Certificate of Insurance and documents as specified in the Contract. A minimum of three (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, West Valley 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 00 21 13

DOCUMENT 00 21 14

MODIFICATIONS TO INSTRUCTIONS TO BIDDERS

This document amends the Instructions to Bidders (Document 00 21 13). Modifications ***have not*** been made on this project.

END OF DOCUMENT 00 21 14

DOCUMENT 00 41 00

BID FORM

PART 1 GENERAL

1.1 BIDDER

- A. Name: _____
- B. Address: _____
- C. City, State, Zip: _____
- D. Telephone: _____
- E. Facsimile: _____
- F. Federal Tax Identification Number: _____
- G. Bidder holds License Number: _____
Issued on _____ by the Utah State Department of Commerce,
Division of Occupational and Professional Licensing. Bidder is licensed to practice as a
Contractor. License renewal date is _____.

1.2 NOTICE

- A. Pursuant to Section 58-55-6(2)(g). Utah Code Annotated (UCA), it is unlawful to submit a Bid for work for which a license is required under Chapter 55 of Title 58, UCA, by a person or other business entity not licensed or accepted from licensure as a contractor under Chapter 55 of Title 58, UCA. Pursuant to Section 58-556(3), UCA, contracts for the work may not be awarded to any person or other business entity that violates Section 58-556(2)(g), UCA, in submitting its bid.

1.3 CONSTRUCTION PROJECT

- A. Project Name: **3500 South Street Light Installation Project**
- B. Project No: **WVC TRA SLT-0109**
- C. OWNER: West Valley City, a municipal corporation of the State of Utah, 3600 South Constitution Blvd, West Valley City, Utah 84119.

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 the Bid Documents consisting of the Bid Form (Document 00 41 00), Bid Schedule (Document 00 43 00), Bid Bond and any supplements or post-bid supplements as found in Modifications or Instructions to Bidders (Document 00 21 14).
- B. If Bidder receives notice after Bid Opening that OWNER is considering awarding the contract to the bidder, the Bidder is to submit the following documents:
1. ☐ Document 00 43 44 - Waiver of Interest Affidavit (CDBG)
 2. ☒ Document 00 43 38 - Bidder Status Report
 3. ☐ Document 00 43 36 - Subcontractor and Supplier Report
 4. ☒ Document 00 52 00 - Agreement
 5. ☒ Document 00 61 13 - Performance Bond
 6. ☐ Document 00 61 14 - Payment Bond
 7. ☒ Document 00 62 16 - Certificate of Insurance
 8. ☐ Document 00 21 15 - Community Development Block Grant (CDBG)
 9. ☐ Document 00 43 40 – Minority and Women Business Enterprises Reg. (CDBG)
 10. ☒ Document 00 43 43 - Wage Determination Schedule (CDBG)

1.6 DEFINITIONS

- A. Bid Documents: The Bid Documents consist of the Bid Form (Document 00 41 00), Bid Schedule (Document 00 43 00), bid Bond and any supplements or post-bid supplements as found in Modifications or Instructions to Bidders (Document 00 21 14).
- 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 in the Contract within ten (10) days after the date of OWNER'S Notice of Intent to Award the Construction Contract.

2.3 REPRESENTATION OF BIDDER

- A. In submitting the 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 that are identified in the Geotechnical Data (Document 00 31 32), (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 result 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 ten (10) days to sign and return the Agreement (Document 00 52 00). Performance Bond (Document 00 61 13), Payment Bond (Document 00 61 14) and Certificate of Insurance 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 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 is 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 (Document 00 52 00).
- 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 _____ day of _____, 20_____.

3.2 BIDDER'S SUBSCRIPTION

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

END OF DOCUMENT 00 41 00

DOCUMENT 00 43 00

BID SCHEDULE

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

- A. Schedules of prices
- B. Measurement and Payment provisions

1.2 CONSTRUCTION PROJECT

- A. Project Name: ***3500 South Street Light Installation Project***
- B. Project No: ***WVC TRA SLT-0109***
- C. OWNER: West Valley City Corporation, a municipal corporation of the State of Utah, 3600 South Constitution Blvd, West Valley City, Utah 84119.

1.3 SCHEDULE TO BE ADDED TO THE AGREEMENT

- A. This Bid Schedule will be incorporated into the Agreement (Document 00 52 00) by reference.
- B. When alternates are included in the Bid Schedule, Bidder shall provide Bids for each of the Alternates. Apparent low Bid will be the lowest Total Bid (Base Bids plus lowest Alternate Bid). Contract award will be based upon the lowest Total Bid.
- C. Bidder further proposes to accept as full payment for the Work proposed herein in the amounts computed under the provisions of the Contract Documents and based on the unit prices provided in the Bid Proposal, it being expressly understood that the unit prices are independent of the exact quantities involved. Bidder agrees that the unit prices represent the true measure of the labor, materials and services required to furnish and install the item, including all allowances for overhead and profit for each type of work called for in these Contract Documents.
- D. Refer to Measurement and Payment provisions for detailed descriptions of work to be included in each bid item.

1.4 SCHEDULE OF PRICES

A. Base Bid Schedule is composed of:

1. Schedule No. 1

B. The Schedules are provided on the pages following this paragraph.

C. Cost of the Work is as follows:

1. Base Bid – Schedule No. 1 \$ _____

D. Payment Procedures: As per APWA Section 01 29 00.

BID SCHEDULE**Base Bid – Schedule No. 1**

3500 South Street Light Installation Project
--

Item	Section	Description	Qty	Unit	Unit Price	Total Cost
1	01 55 26	Traffic Control	1	Lump		
2	26 56 19	Roadway Lighting	101	Ea		
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
24						
26						
27						
28						
29						
30						
31						
32						
33						
34						
TOTAL SCHEDULE NO. 1						\$ -

1.5 UNIT PRICE – MEASUREMENT AND PAYMENT

- A. No separate payment will be made for completing items of work not specifically addressed in the Schedule of Pay Items below, and the cost of meeting these requirements shall be incidental to the other contract prices.
- B. Base Bid Items: Schedule No. 1.

Section 01 55 26 – Traffic Control

Traffic Control

- 1. Measurement: Lump Sum
- 2. Payment Covers: Preparation of an approved Traffic Control Plan, and furnishing all labor, materials, tools, equipment, and incidentals, and doing all work necessary to implement and maintain the traffic control as shown on the plan and as specified. Payment also includes permits, Certified Flaggers and Traffic Control Technicians.

Section 26 56 19 – Roadway Lighting

Install and Connect Street Light Assembly

- 1. Measurement: Each
- 2. Payment Covers: Furnishing all labor, materials, tools, equipment, incidentals and doing all work necessary to install and connect street light assembly.

END OF DOCUMENT 00 43 00

SUBCONTRACTOR AND SUPPLIER REPORT

PART 1 GENERAL

1.1 BIDDER

- A. Name: _____
- B. Address: _____
- C. City, State, Zip: _____
- D. Telephone: _____
- E. Facsimile: _____

1.2 CONSTRUCTION PROJECT

- A. Project Name: ***Project Name***
- B. Project No: ***Project Number***
- C. OWNER: West Valley City Corporation, a municipal corporation of the State of Utah, 3600 South Constitution Blvd, West Valley City, Utah 84119.

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. Bidder must have the written consent of OWNER to substitute for any of the Subcontractors or Suppliers designated below or to employ any Subcontractor or Supplier that is not listed below.
- B. Bidder will be fully responsible to OWNER for the acts and omissions of Subcontractors and Suppliers and of persons either directly or indirectly employed by them, as Bidder is for the acts and omissions of persons employed by Bidder directly.

- C. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor or Supplier and the OWNER. Bidder agrees each subcontract with Bidder's Subcontractor will disclaim any third party or direct relationship between OWNER and any Subcontractor or Supplier.
- D. The names and addresses of the Subcontractors and Suppliers who will work under the terms of the Contract Documents and the estimated dollar amount of each subcontract (in excess of 5 percent of the Bid sum) are set forth as follows.

Table 1

SUBCONTRACTORS		
Name	Nature and Extent of Work to be Sublet	Dollar Amount
1.		
2.		
3.		
4.		
5.		
SUPPLIERS		
Name	Nature and Extent of Work to be Sublet	Dollar Amount
1.		
2.		
3.		
4.		
5.		

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 _____ day of _____, 20____.

3.2 BIDDER'S SUBSCRIPTION

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

END OF DOCUMENT 00 43 36

BIDDER STATUS REPORT

PART 1 GENERAL

1.1 BIDDER

- A. Name: _____
- B. Address: _____
- C. City, State, Zip: _____
- D. Telephone: _____
- E. Facsimile: _____

1.2 CONSTRUCTION PROJECT

- A. Project Name: *3500 South Street Light Installation Project*
- B. Project No: *WVC TRA SLT-0109*
- C. OWNER: West Valley City Corporation, a municipal corporation of the State of Utah,
3600 South Constitution Blvd, West Valley City, Utah 84119.

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: _____

Facsimile: _____

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 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 00 43 38

DOCUMENT 00 43 43

WAGE DETERMINATION SCHEDULE

PART 1 GENERAL

1.1 BIDDER

- A. Name: _____
- B. Address: _____
- C. City, State, Zip: _____
- D. Telephone: _____
- E. Facsimile: _____

1.2 CONSTRUCTION PROJECT

- A. Project Name: *3500 South Street Light Installation Project*
- B. Project No: *WVC TRA SLT-0109*
- C. OWNER: West Valley City Corporation, a municipal corporation of the State of Utah,
3600 South Constitution Blvd, West Valley City, Utah 84119.

PART 2 SCHEDULE

GENERAL DECISION: UT20080038 07/24/2009 UT38

Date: July 24, 2009

General Decision Number: UT20080038 07/24/2009

State: Utah

Construction Type: Building

County: Salt Lake County in Utah.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number Publication Date

0	08/29/2008
1	09/19/2008
2	10/31/2008
3	02/27/2009
4	07/24/2009

BRUT0001-002 01/01/2008

	Rates	Fringes
BRICKLAYER.....	\$ 20.75	6.55

CARP0140-001 11/01/2007

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 20.19	6.74

ENGI9993-012 07/01/2008

	Rates	Fringes
POWER EQUIPMENT OPERATOR (CRANES & ATTACHMENTS)		
(1) Up to 35 tons.....	\$ 24.86	12.71
(2) Over 35 tons to 100 tons.....	\$ 26.15	12.71
(3) Over 100 tons.....	\$ 27.49	12.71
POWER EQUIPMENT OPERATOR		
(1) Mechanic.....	\$ 26.71	12.71
(3) Front End loader (over 5 cu. yds).....	\$ 24.53	12.71
(4) Bulldozer, Front End Loader (2 to 5 cu. yds.)....	\$ 23.53	12.71
(5) Asphalt Roller, Front End Loader (Under 2 cu. yds.), Oil Distributor.....	\$ 22.53	12.71
(6) Screed.....	\$ 21.57	12.71
(7) Roller (Dirt and Grade Compaction).....	\$ 20.66	12.71

* IRON0027-014 07/01/2009

	Rates	Fringes
IRONWORKER: Ornamental, Reinforcing and Structural.....	\$ 26.61	11.60

LAB00295-007 07/01/2008

	Rates	Fringes
Laborer: Mason Tender (Brick, Cement/Concrete).....	\$ 17.70	6.25

PLAS0568-001 07/01/2008

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.70	5.10

PLUM0140-010 08/01/2008		
	Rates	Fringes
PIPEFITTER, Excluding HVAC Pipe Installation.....	\$ 29.02	8.90

PLUM0140-011 08/01/2008		
	Rates	Fringes
PLUMBER, Including HVAC Pipe and System Installation.....	\$ 29.02	8.90

SFUT0669-001 01/01/2009		
	Rates	Fringes
SPRINKLER FITTER.....	\$ 28.35	14.80

SUUT2008-005 07/14/2008		
	Rates	Fringes
CARPENTER, Including Acoustical Ceiling Installation, Drywall Hanging and Metal Stud Installation (Excludes Form Work).....	\$ 16.52	1.96
ELECTRICIAN.....	\$ 19.80	1.17
FLOOR LAYER: Vinyl Flooring (Soft Floor).....	\$ 14.50	0.96
LABORER: Common or General.....	\$ 12.17	2.56
LABORER: Landscape.....	\$ 10.52	0.00
LABORER: Plaster Tender.....	\$ 11.21	0.00
LABORER: Power Tool Operator (Hand Drill, Jackhammer and Power Saw Only).....	\$ 11.70	0.00
OPERATOR: Backhoe/Excavator.....	\$ 15.35	0.00
OPERATOR: Grader/Blade.....	\$ 17.38	5.06
PAINTER: Brush, Roller and Spray.....	\$ 13.86	0.00
PLASTERER.....	\$ 14.06	0.00

ROOFER.....	\$ 13.70	1.17
SHEETMETAL WORKER.....	\$ 14.43	0.00
TRUCK DRIVER (All Types).....	\$ 14.72	3.55

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process
described here, initial contact should be with the Branch of
Construction
Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
interested party
(those affected by the action) can request review and
reconsideration from
the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR
Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested
party's position and by any information (wage payment data,
project
description, area practice material, etc.) that the requestor
considers
relevant to the issue.

3.) If the decision of the Administrator is not favorable, an
interested
party may appeal directly to the Administrative Review Board
(formerly the
Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

END OF DOCUMENT 00 43 43

CONTRACT FORMS

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: _____
- B. Address: _____
- C. City, State, Zip: _____
- D. Telephone: _____
- E. Facsimile: _____

1.2 OWNER

- A. OWNER: West Valley City Corporation, a municipal corporation of the State of Utah, 3600 South Constitution Blvd, West Valley City, Utah 84119.

1.3 CONSTRUCTION PROJECT

- A. Project Name: **3500 South Street Light Installation Project**
- B. Project No: **WVC TRA SLT-0109**

1.4 ENGINEER

- A. **Erik Brondum**, is the OWNER'S representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

1.5 CONTRACT DOCUMENTS

- A. The Bid Documents, Agreement, Agreement Supplement, General Conditions, Supplementary Conditions, Specifications, Standard Specifications, Drawings, Standard Plans together with all Modifications issued pursuant to Article 3.3 of Section 00 72 00 of the Manual of Standard Specifications, 2007 Edition.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees and all charges, expenses or assessments of whatever kind or character.
- B. The Schedules of Prices awarded from the Bid Schedule (Document 00 43 00) are as follows:
 - 1. Base Bid - Schedule No. 1
- C. An Agreement Supplement (Document 00 54 00) **is / is not** attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: _____ dollars and _____ cents (\$_____).

2.2 CONTRACT TIME

- A. Contract Time shall be:
 - 1. The work shall be Substantially Complete within thirty (30) calendar days of Notice to Proceed. Final completion shall be achieved within five (5) calendar days of Notice of Substantial Completion.
 - 2. Any time specified in work sequences in the Summary of Work (Document 01 11 00) shall be part of the Contract Time.

2.3 PUNCH LIST TIME.

- A. The Work will be complete and ready for final payment within **fifteen (15)** days after the date CONTRACTOR receives ENGINEER'S Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER'S rights under this Agreement.

2.4 LIQUIDATED DAMAGES

- A. Late Completion: Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or final loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions (Document 00 72 00). CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific final loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.
1. Late Contract Time Completion: **\$200** for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions (Document 00 72 00).
 2. Late Punch List Time Completion: **Fifty Percent (50%)** of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.
- B. Work Sequence Completion: Time is the essence of sequenced work. If a work sequence is specified, then for each day or part thereof that exceeds the specified time and until ENGINEER determines such work sequence is Substantially Complete, the CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.
1. N/A
- C. Survey Monuments: No land survey monument shall be disturbed or removed 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. The parties also agree that CONTRACTOR will pay as liquidated damages the sum of one thousand dollars (\$1,000.00) to cover such damage and expense.
- D. Interruption of Public Services: No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER'S prior written approval. OWNER and CONTRACTOR agree that in the event damages stipulated above shall not be deemed to be a limitation upon OWNER'S right to recover the full amount of such damages. Because of the difficulty in determining the OWNER'S damages resulting from an unapproved interruption, the parties agree payment of the following liquidated damages to OWNER on a per day basis does not relieve CONTRACTOR from any liability for such a utility interruption to third parties.
1. N/A
- In the event that any third party successfully makes a claim against OWNER for such interruption, CONTRACTOR shall be responsible for payment of claims.

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

2.5 RETAINAGE

- A. Retainage is OWNER'S Option: OWNER may, in its sole discretion, retain five percent (5%) of the value of all Work done and materials or equipment supplied as part security for the fulfillment of the Construction Contract by the CONTRACTOR. If, in ENGINEER'S opinion, the Work is proceeding in accordance with CONTRACTOR'S approved progress schedule, and all progress schedule submittals are current and up to date, and all required payrolls, shop drawings, and miscellaneous submittals are current and up to date, the OWNER may choose not to withhold retainage.
 - 1. Amount to be Retained: If at any time after 50% of the Work has been completed, and \$50,000 or more has been retained, OWNER may make any of the remaining progress payments in full, if, in the OWNER'S sole discretion, the Work is progressing satisfactorily. OWNER may pay monthly to the CONTRACTOR while carrying on the Work, the balance not retained as aforesaid, after deducting there from all previous payments and all sums to be kept or retained under the provisions of the Construction Contract. No such estimate of payment shall be required to be made when, in judgement of the ENGINEER, the Work is not proceeding in accordance with the Contract Documents or when in ENGINEER'S judgement the total value of the Work done since the last estimate amounts to less than three hundred dollars (\$300.00). No such estimate or payment shall be construed to be an acceptance of any defective or improper Work or materials.
 - 2. Reducing the Retainage: As the Work nears completion and solely at the ENGINEER'S discretion, the OWNER may reduce the retainage to an amount more in line with the Work actually remaining.
 - 3. Retainage Held Until Final Payment: The OWNER reserves the right to retain all amounts previously withheld or due the CONTRACTOR, including liquidated damages, until all Punch List items are complete. However, at ENGINEER'S sole option, ENGINEER may authorize the release of up to all retained amounts except any liquidated damages and double ENGINEER'S best estimate of the CONTRACTOR'S cost to complete all remaining Punch List items.
- B. Interest: Except when CONTRACTOR is required to submit a Waiver of Interest Affidavit (Document 00 43 44), and except for money retained for items not provided or installed in accordance with the Contract Documents, any money retained by the OWNER will be placed in an interest bearing account held by the OWNER as of the date such money would have otherwise been payable. The interest accrued thereon will be due and payable to the CONTRACTOR within 30 days after the retained monies are paid.

2.6 PAYMENT PROCEDURES

- A. Progress Payments: CONTRACTOR shall submit Applications for Payment in accordance with Part 14 of the General Conditions (Document 00 72 00). Payment shall not become due or payable for any contract item not provided or installed by CONTRACTOR.
 - 1. Withholding Payment: OWNER reserves the right to withhold payment from CONTRACTOR for non-compliance with any provision of the Contract Documents.
 - 2. Price Adjustments: OWNER will consider making partial payment to the CONTRACTOR for certain non-conforming work in advance of any negotiated settlement reached between the CONTRACTOR and the OWNER, provided the CONTRACTOR requests in writing that this be done. CONTRACTOR agrees that any such payments made by the OWNER are “payments in advance” and that any money that becomes due when the final settlement is negotiated will not constitute payments “withheld” or “retained” under State Law.
- B. Final Payment: After completion of all Work and Punch List items, OWNER, shall pay the Contract Price due after deducting there from all previous payments, unit price quantity adjustments, penalties, liquidated damages, and other amounts to be retained. All prior progress payments shall be subject to correction in the final payment. The final payment shall not be due and payable until the expiration of 30 days from approval of the request for final payment of CONTRACTOR by the OWNER’S finance department.
 - 1. Submittal: Final payment shall not be made until the CONTRACTOR has delivered and ENGINEER has accepted all submittals specified in Article 14.8 of the General Conditions (Document 00 72 00).
 - 2. OWNER Released From Claims: The payment and acceptance of the final Contract Price due and the adjustment and payment for any Work done in accordance with any alterations of the same, shall release the OWNER from any and all claims of CONTRACTOR on account of Work performed under the Contract Documents or any modification thereof, except for those claims specifically agreed to as reserved and unresolved by the OWNER.

2.7 EXTRA WORK

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

PART 3 COVENANTS

3.1 ASSIGNMENT NOT BINDING WITHOUT WRITTEN CONSENT

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

3.2 BINDING TERMS

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

3.3 INDEMNIFICATION

- A. Provisions concerning indemnification are set forth in Article 6.17 of the General Conditions (Document 00 72 00).

3.4 DISPUTE RESOLUTION

- A. In General:
 - 1. Unless a decision shall be held by an appropriate court of law to have been procured by fraud or to be arbitrary and capricious or so grossly erroneous as necessarily to imply bad faith, any factual decision made under this Article shall be final and binding in any suit or action arising under this Construction Contract, including any actions by CONTRACTOR or others against OWNER or any of OWNER'S agents, consultants, or employees.
 - 2. Compliance with provisions of this Article, shall be a condition precedent prior to any legal action by the CONTRACTOR or any of CONTRACTOR'S Subcontractors and Suppliers against OWNER or any of OWNER'S agents, consultants, or employees.
 - 3. The provisions of this Article shall not preclude or limit judicial review of issues of law.
 - 4. Ambiguities in or between Contract Documents shall be construed in favor of the OWNER.

- B. Disputes Not Related to the Guarantee of the Work: Any dispute arising under the Construction Contract concerning a question of fact, not related to the guarantee of the Work (Article 13.1 of the General Conditions (Document 00 72 00)), which is not disposed of by contract modification shall be decided pursuant to the following procedure:
1. Any decision by ENGINEER interpreting the requirements of the Contract Documents may be appealed in writing to the ENGINEER. The ENGINEER'S decision shall be reduced to writing and a copy shall be mailed or otherwise furnished to the CONTRACTOR. The decision of ENGINEER shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the CONTRACTOR mails or otherwise furnishes to ENGINEER a written appeal to the City Engineer.
 2. Within 15 days from the receipt of any such appeal, the City Engineer shall issue a decision in writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The decision of the City Engineer shall be final and conclusive unless, within 15 days from the date of receipt of such decision, the CONTRACTOR mails or otherwise furnishes to the City Engineer a written appeal to the Standing Appeals and Dispute Committee.
 3. The Standing Appeals and dispute Committee shall consist of the City Attorney, Public Works Director and City Manager, or their designees.
 4. The City Engineer issuing the decision appealed from shall present the department's case prior to deliberations of the Committee, otherwise the City Engineer shall be disqualified and excluded from the Committee's decision process.
 5. The decision of said Committee shall be rendered in writing within 15 days from receipt of the appeal and mailed or otherwise delivered to the CONTRACTOR.
 6. The decision of said Committee shall be the final binding interpretation of the facts that are the subject of the appeal.
- C. Disputes Related to the Guarantee: Except as otherwise provided by contract modification, any dispute concerning a question of fact involving or arising out of the guarantee required by the Contract Documents (Article 13.1 of the General Conditions (Document 00 72 00)), which is not disposed of by contract modification shall be decided pursuant to the provisions of Paragraph 3.4B above, except that the initial factual decision shall be issued in writing by the ENGINEER, together with the City Engineer. Any appeal there from shall be made within 15 days directly to the Standing Appeals and Dispute Committee where such disputes shall be governed by Paragraphs 3.4B.3 to 3.4B.6 above.
- D. Work During Appeal: Notwithstanding the pendency of any protest or appeal provided above, CONTRACTOR shall, if so ordered by ENGINEER, proceed with the Work under the Contract Documents according to ENGINEER'S direction and according to the decision on any appeal. The existence of a claim or protest shall not excuse CONTRACTOR from the requirements of the Contract Documents, including, but not limited to, the Contract Time.
- E. Appeals of Termination or Suspension: Any decision of OWNER to terminate or suspend the Work shall not be subject to the provisions of this Article.

3.5 ATTORNEYS FEES

- A. In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorneys fees incurred by such party, and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

3.6 CHOICE OF LAW

- A. This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by CITY ordinances in effect at the time of the execution of this Agreement. However, the parties expressly acknowledge that any subdivision or other development regulations enacted after the execution of this Agreement, which are reasonably necessary to protect the health, safety, and welfare of the citizens of CITY, shall also apply to the subdivision or development that is the subject of this Agreement.

3.7 SEVERABILITY

- A. If a court of competent jurisdiction declares any portion of this Agreement invalid, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

3.8 INTEGRATION

- A. This Agreement, including all Contract Documents as defined herein, embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter herein.

3.9 EMPLOYMENT STATUS VERIFICATION

- A. Contractor warrants that it is in and shall remain in compliance during the term of this Agreement with the Status Verification System requirements of Utah Code Annotated Section 63G-11-103.

PART 4 EXECUTION

4.1 EFFECTIVE DATE

- A. OWNER and CONTRACTOR executed this Agreement and declared it in effect as of the _____ day of _____, 20____.

4.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT

- A. Type of organization: _____
(corporation, partnership, individual, etc.)
- B. If CONTRACTOR is a corporation, attach a corporate resolution evidencing CONTRACTOR'S authority to sign.
- C. CONTRACTOR'S Utah license number: _____
- D. CONTRACTOR'S signature: _____
- E. Please print name here: _____
- F. Title: _____
- G. Corporate Acknowledgement:
In the County of _____, State of _____, on the _____ of _____, 20_____ personally appeared before me _____ (name of person), whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ (title) of _____ (name of corporation), a corporation, and that said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.
- _____
Notary Public
- H. Agent for Service of Process:
1. Agent's signature: _____
2. Agent's title: _____
- I. Corporate Authority: At the request of the OWNER, evidence satisfactory to the OWNER shall be submitted which shows the person executing this Agreement has the required authority to execute this Agreement.

4.3 OWNER'S SUBSCRIPTION AND ATTESTATION

- A. Approval as to form: _____
(OWNER'S attorney)
- B. Approval as to budget: _____
(OWNER'S Public Works Director)
- C. OWNER'S signature: _____
- D. Name and Title: _____
- E. Attest: _____
(signature of City Recorder or City Recorder designee)

END OF DOCUMENT 00 52 00

PERFORMANCE BOND

PART 1 GENERAL

1.1 BOND

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

1.2 SURETY

- A. Name: _____
- B. Address: _____
- C. City, State, Zip: _____
- D. Telephone: _____
- E. Facsimile: _____

1.3 CONTRACTOR

- A. Name: _____
- B. Address: _____
- C. City, State, Zip: _____
- D. Telephone: _____
- E. Facsimile: _____

1.4 OWNER

- A. OWNER: West Valley City Corporation, a municipal corporation of the State of Utah,
3600 South Constitution Blvd, West Valley City, Utah 84119.

1.5 CONSTRUCTION PROJECT

- A. Project Name: ***3500 South Street Light Installation Project***
- B. Project No: ***WVC TRA SLT-0109***

1.6 DEFINED TERMS

- A. Terms used in this Performance 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. Surety as surety, and 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, whether awarded or about to be awarded.
- B. If CONTRACTOR performs the Construction Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences indicated in Article 2.3.

2.2 NOTICE

- A. Notice to the Surety, the OWNER or the CONTRACTOR shall be sent by certified mail, facsimile, or hand delivered to the address shown on this bond agreement.
- B. Notices sent as required by paragraph 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, not 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 working day.

2.3 PROCEDURE TO INVOKE SURETY'S OBLIGATION

- A. If the CONTRACTOR fails to perform or to comply with the terms of the Construction Contract, and such failure to perform or to comply has not been waived by the OWNER, the OWNER may notify the CONTRACTOR and the Surety, at their addresses described above, that the OWNER is considering declaring the CONTRACTOR in default.
- B. Before declaring the default, the OWNER shall request and attempt to arrange a conference with the CONTRACTOR and the Surety to be held at a time and place required by the OWNER to discuss methods of performing the Work.
- C. If the CONTRACTOR does not attend the conference or agree to cure any deficiencies in the CONTRACTOR'S performance of the Work to the satisfaction of the OWNER, the OWNER may declare the CONTRACTOR in default and formally terminate the CONTRACTOR'S right to complete the Work. Such default shall not be declared earlier than ten (10) days after the CONTRACTOR and the Surety have received notice as provided in Article 2.2.
- D. If the Contract with the CONTRACTOR is terminated, the OWNER agrees to pay the unpaid balance of the contract price to the Surety for completion of the Work in accordance with the terms of the Construction Contract or to a contractor selected by the Surety to perform the Work in accordance with the terms of the Construction Contract.

2.4 SURETY'S OPTIONS AT CONTRACTOR TERMINATION

- A. Surety Completes the Work: The Surety may undertake to perform and complete the Work itself, through its agents or through independent contractors.
- B. Surety Obtains Bids or Proposals: The Surety may obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Work.
 - 1. Such bids or proposals shall be prepared by the Surety for execution by the OWNER and the completion contractor selected.
 - 2. Surety shall secure the contract with Performance and Payment bonds executed by a qualified surety equivalent to this Performance Bond and the Payment Bond (Document 00 61 14); and
 - 3. Surety shall pay to the OWNER the amount of damages as described in Paragraph 2.6 in excess of the balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR'S default.
- C. Surety to Pay OWNER: Surety may determine the amount not to exceed the amount of this bond specified in paragraph 1.1, for which Surety believes it may be liable to pay, and tender payment therefore to the OWNER. OWNER has sole discretion to accept payment. If the OWNER refuses the payment tendered, or the Surety has denied liability in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

2.5 PROCEDURE FOR OWNER TO DECLARE SURETY IN DEFAULT

- A. The OWNER may declare the Surety to be in default upon the following procedures.
 - 1. The OWNER shall issue an additional written notice to the Surety, after declaring the CONTRACTOR in default as provided in Article 2.3, demanding that the Surety perform its obligations under this Bond.
 - 2. 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 Article 2.4.

2.6 SURETY'S OBLIGATIONS

- A. After the OWNER has terminated the CONTRACTOR'S right to complete the Construction Contract, and if the Surety elects to complete the Construction Contract as provided in Article 2.4, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Construction Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Construction Contract.
- B. To the limit of the amount of this Bond, but subject to commitment by the OWNER to pay all valid and proper payments made to or on behalf of the CONTRACTOR under the Construction Contract, the Surety is obligated, without duplication, for:
 - 1. The responsibilities of the CONTRACTOR for correction of defective work and completion of the Construction Contract;
 - 2. Design professional and delay costs resulting from the CONTRACTOR'S default and resulting from the actions or failure to act of the Surety under Article 2.4; and
 - 3. Liquidated damages that are or may become due for any reason.
- C. Should there be a default of the SURETY under the terms of this Bond or should the SURETY in any way fail to act as required under the terms of this Bond and the Agreement as determined by a court of competent jurisdiction, the SURETY shall be directly obligated to pay any and all costs, expenses and any other damages flowing to the CITY, including, but not limited to, court costs and attorneys fees (whether such fees be the result of in-house or outside counsel), plus interest thereon, irrespective of whether such costs, expenses, damages, and interests exceed the limit of the amount of this Bond.

2.7 UNRELATED OBLIGATIONS OF THE CONTRACTOR

- A. The Surety and the OWNER shall not be liable to others for obligations of the CONTRACTOR that are unrelated to the Construction Contract, and the balance of the contract price shall not be reduced or changed on account of any such unrelated obligations.

- B. No right of 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 OWNER under this Bond shall be for action in a court of competent jurisdiction in West Valley City, State of Utah.

2.10 ATTORNEY'S FEES

- A. In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in house or outside counsel), either with or without litigation, on appeal or otherwise the losing party to the controversy shall pay to the successful party reasonable attorneys fees incurred by such party, and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

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

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT

- A. Type of organization: _____
(corporation, partnership, individual, etc.)
- B. If CONTRACTOR is a corporation, attach a corporate resolution evidencing CONTRACTOR'S authority to sign.
- C. CONTRACTOR'S signature: _____
- D. Please print name here: _____
- E. Title: _____
- F. Corporate Acknowledgement:

In the County of _____, State of _____, on
the _____ day of _____, 20 _____, personally appeared
before me _____ (name of person),
whose identity is personally known to me or proved to me on the basis of satisfactory
evidence, and who affirmed that he/she is the _____ (title)
of _____ (name of corporation), a
corporation, and that said document was signed by him/her in behalf of said corporation
by authority of its bylaws or of a Resolution of its Board of Directors, and he/she
acknowledged to me that said corporation executed the same.

Notary Public

3.3 SURETY'S SUBSCRIPTION AND ACKNOWLEDGEMENT

- A. Attach evidence of Surety's corporate authority to sign.
- B. Surety's signature: _____
- C. Please print name here: _____
- D. Title: _____
- E. Acknowledgement:

In the County of _____, State of _____, on
the _____ day of _____, 20 _____, personally appeared
before me _____ (name of person),
whose identity is personally known to me or proved to me on the basis of satisfactory
evidence, and who affirmed that he/she is the _____ (title)
of _____ (name of corporation), a
corporation, and that said document was signed by him/her in behalf of said corporation
by authority of its bylaws or of a Resolution of its Board of Directors, and he/she
acknowledged to me that said corporation executed the same.

Notary Public

END OF DOCUMENT 00 61 13

CERTIFICATE OF INSURANCE

PART 1 GENERAL

1.1 PROCEDURE

- A. For filing purposes, add Certificates of Insurance to the Contract Documents following this page.
- B. Certificate of Insurance must include the following information in addition to the standard information:
 - 1. 3500 South Street Light Installation Project
 - 2. Hold Harmless Clause as follows: **“(Name of Contractor) at it’s own expense, agrees to protect, indemnify, pay on behalf of, defend and hold harmless West Valley City, its elected and appointed officials, employees and volunteers and their agents from all claims, demands, judgments, expenses, and all other damages of every kind and nature, made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to this project under this contract, by the Contractor, Contractor’s agents, employees, subcontractors, or suppliers in the performance and execution of this contract.”**
 - 3. Cancellation: the cancellation section should read as follows: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named.”
 - 4. Commercial General Liability: CONTRACTOR shall secure and maintain during the life of the Construction Contract and at all times thereafter when CONTRACTOR may be correcting, removing or replacing Defective Work, commercial general liability and property damage insurance policy. The policy shall protect the CONTRACTOR, the OWNER, the ENGINEER, and any Subcontractor performing work covered by the Construction Contract from claims for damages for personal injury, including accidental death, and from claims for property damage which may arise from CONTRACTOR’S operations under this Construction Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Unless specified otherwise in the supplementary Conditions, the minimum amounts of such insurance for each occurrence shall be \$2,000,000.00 per project aggregate limit. The insurance for this Project is not required to include specific insurance for environmental liabilities.

5. Automobile Liability Insurance: Whenever CONTRACTOR or any Subcontractor shall use and operate automobiles, trucks or other vehicles on public streets and highways in complying with the terms and conditions of the Construction Contract, CONTRACTOR or each Subcontractor shall carry automobile liability insurance with limits not less than \$2,000,000.00 for any on accident or loss.

END OF DOCUMENT 00 62 16

CONDITIONS OF THE CONTRACT

DOCUMENT 00 73 03

MODIFICATIONS TO GENERAL CONDITIONS

(Supplementary Conditions)

This Document amends the provisions specified in the General Conditions (Document 00 72 00) in the Manual of Standard Specifications published by the Utah Chapter of the 2007 Edition American Public Works Association.

Add the following paragraph:

3.6 COPIES OF DOCUMENTS

- A. OWNER shall furnish to CONTRACTOR the number of copies of the Contract Documents as are reasonably necessary for the execution of the Work (up to 3 copies) unless additional copies are provided for in the Specifications. Additional copies will be furnished upon request, at the cost of reproduction.
- B. OWNER shall not furnish to CONTRACTOR the 2007 Edition Manual of Standard Plans, the 2007 Edition Manual of Standard Specifications, the current edition of MUTCD, and the Traffic Control Manual published by the Utah Chapter of APWA. The CONTRACTOR shall purchase such documents separately.
- C. Copies of all Contract Documents including the 2007 Edition Manual of Standard Plans, the 2007 Edition Manual of Standard Specifications shall be provided on site by the CONTRACTOR.

Substitute the following in Part 5:

5.1 PERFORMANCE AND OTHER BONDS

- A. Prior to OWNER executing the Agreement, CONTRACTOR shall file with the OWNER a good and sufficient Performance Bond in the sum of not less than 100 percent of the Contract Price.
- B. The Bonds shall be executed by the CONTRACTOR and secured by a company duly and regularly authorized to do a general surety business in the State of Utah and named in the current list of Companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in current Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department, with an underwriting limitation equal to or greater than the Contract Price which the Bond guarantees or with a current "A-" rating or better in A.M. Best Co., Inc.'s, Best Insurance Reports, Property and Casualty Edition.

- C. Said Bonds shall guarantee the faithful performance of the Construction Contract by the CONTRACTOR and payment of labor and materials. They shall inure by their terms to the benefit of the OWNER. Neither this nor any other provision requiring a Performance Bond shall be construed to create any rights in any third party Claimant as against the OWNER for performance of the Work under the Construction Contract.
- D. If the surety on any Bond furnished by CONTRACTOR is subject to any proceeding under the Bankruptcy code (Title 11, United States Code) or becomes insolvent or its right to do business is terminated in the State of Utah or it ceases to meet the requirements of this Article, CONTRACTOR shall, within 15 days thereafter, substitute another Bond and surety, both of which must be acceptable to OWNER.

Article 5.2 of the General Conditions is hereby repealed and the following is substituted therefore:

5.2 INSURANCE

- A. In General: All policies of insurance provided shall be issued by insurance companies qualified to do business in the State of Utah and listed on the U.S. Treasury Department's current Department of Treasury Fiscal Services List 570, or having a general policy holder's rating of not less than "A-VII" in the most current available A. M. Best Co., Inc.'s Best's Insurance Report. CONTRACTOR shall furnish copies of certificates of insurance concurrent with or prior to the signing of the Agreement. The certificates shall name the OWNER, its officers, officials, employees or volunteers as additional insured. If requested, CONTRACTOR shall also furnish copies of the insurance policies secured for the Work.
- B. Worker's Compensation Insurance: In addition to other required insurance, the CONTRACTOR shall obtain and maintain during the life of the Construction Contract, worker's compensation insurance as required by Laws and Regulations for all of CONTRACTOR'S employees employed at the site of the Work, and in case any work is subcontracted, the CONTRACTOR shall require the Subcontractor similarly to provide worker's compensation insurance for all the latter's employees, unless such employees are covered by protection as required by Laws and Regulations.
- C. Commercial General Liability: CONTRACTOR shall secure and maintain during the life of the Construction Contract and at all times thereafter when CONTRACTOR may be correcting, removing or replacing Defective Work, commercial general liability and property damage insurance policy. The policy shall protect the CONTRACTOR, the OWNER, the ENGINEER, and any Subcontractor performing work covered by the Construction Contract from claims for damages for personal injury, including accidental death, and from claims for property damage which may arise from CONTRACTOR'S operations under this Construction Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Unless specified otherwise in the supplementary Conditions, the minimum amounts of such insurance for each occurrence shall be \$2,000,000.00 per project aggregate limit. The insurance for this Project is not required to include specific insurance for environmental liabilities.

- D. Automobile Liability Insurance: Whenever CONTRACTOR or any Subcontractor shall use and operate automobiles, trucks or other vehicles on public streets and highways in complying with the terms and conditions of the Construction Contract, CONTRACTOR or each Subcontractor shall carry automobile liability insurance with limits not less than \$2,000,000.00 for any on accident or loss.
- E. Insurance Non-cancelable for 30 Days: Each policy of insurance provided in the Contract Documents shall be absolutely non-cancelable for a period of not less than 30 days after notice and shall contain the following provisions or one substantially the same as the following:
“This Policy shall not be subject to cancellation, change, or reduction of coverage by the other party or parties hereto, unless notice, as defined herein is sent to the OWNER, with a copy of the ENGINEER and the OWNER.”
- F. Builder’s Risk: Builder’s Risk 5.2
required on this project. If required please read:
1. CONTRACTOR agrees to and assumes the risk of loss for any damage or loss to the Work and Project by any means or occurrence until Substantial Completion. CONTRACTOR further agrees to obtain builder’s risk or course of construction insurance in the total amount of the replacement cost.
- G. Deductible and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the OWNER. At the option of the OWNER, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the OWNER, its officers, officials, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- H. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. Commercial General Liability and Automobile Liability Coverage:
a. The OWNER, its officers, officials, employees and volunteers are to be covered as insured’s as respects: liability arising out of activities performed by the insured’s general supervision of the CONTRACTOR; products and complete operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, not owned, lease, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the OWNER, its officers, officials, employees or volunteers.
b. The CONTRACTOR’S insurance coverage shall be primarily insurance as respects the OWNER, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the OWNER, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR’S insurance and shall not contribute with it.
c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the OWNER, its officers, officials, employees or volunteers.

- d. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 2. Worker's Compensation and Employers Liability Coverage: To the extent permitted by law, the insurer shall agree to waive all rights of subrogation against the OWNER, its officers, officials, employees or volunteers for losses arising from work performed by the CONTRACTOR for the OWNER.
 - 3. All Coverage: Each policy of insurance provided in the Contract Documents shall be endorsed with a provision or provisions stating the policy shall be absolutely non-cancelable, suspended, voided or subject to change or reduction of coverage by the other party or parties hereto, for a period of not less than thirty (30) days after written notice by certified mail, return receipt requested, has been given to the OWNER, with a copy to the ENGINEER and to the OWNER.
- I. Verification of Coverage: CONTRACTOR shall furnish the OWNER with certificates of Insurance and with original endorsements effecting coverage required by the clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided or approved by the OWNER. Where by statute, the OWNER'S workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the OWNER prior to or concurrent with the execution of the Agreement by the CONTRACTOR. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.
- J. Subcontractors: CONTRACTOR shall include all subcontractors as named insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

END OF DOCUMENT 00 73 03

DOCUMENT 00 91 13

ADDENDA AND MODIFICATIONS

PART 1 GENERAL

1.1 PROCEDURE

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

END OF DOCUMENT 00 91 13

SUPPLEMENTAL AND SPECIAL PROVISIONS

SECTION 01 11 00

SUMMARY OF WORK

This Specification replaces a portion of 2007 Edition APWA Standard Specification Section 01 11 00. All other provisions of the Section remain in full force and effect.

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work on this Project consists of installing 101 street light assemblies on 3500 South. The street light assemblies include break away couplings, poles, 2 light fixtures, and banner arms. The CONTRACTOR will stand the assemblies, wire them from the adjacent junction box to the light fixtures and complete all power hookups.

1.2 CONTRACT METHOD

- A. Construct the Work under a single unit price contract.
- B. Relations and responsibilities between CONTRACTOR and Subcontractors assigned by OWNER shall be defined in the Conditions of the Contract. Assigned Subcontractors shall, in addition:
 - 1. Furnish to CONTRACTOR bonds covering faithful performance of subcontracted work and payment of all obligations hereunder when CONTRACTOR is required to furnish such bonds to the OWNER.
 - 2. Purchase and maintain liability insurance to protect CONTRACTOR from claims for not less than the limits of liability that CONTRACTOR is required to provide to OWNER.

1.3 WORK BY OTHERS

- A. Adjacent work, which will be completed prior to start of Work of this Construction Contract:
 - 1. Conduit, junction boxes, foundations and wire between junction boxes will be installed by UDOT as part of the 3500 South reconstruction project. UDOT Resident Engineer Rodney Ruby, 801-975-4856.

1.5 CONTRACTOR USE OF PREMISIS

- A. CONTRACTOR shall limit use of premises for Work, for storage, and for access, to allow:
 - 1. OWNER occupancy

2. Public usage
 3. Emergency vehicle access
 4. Pedestrian access
 5. Garbage Pickup
 6. Mail Delivery
- B. Coordinate use of premises under direction of ENGINEER.
- C. CONTRACTOR shall be fully responsible for protection and safekeeping of products under this Construction Contract until construction completion and acceptance.
- D. The following areas have been identified for CONTRACTOR'S use:
1. Public Right-of-Way
- E. The CONTRACTOR shall confine his operations to the Public Right-of-Way. CONTRACTOR shall obtain and pay for use of additional storage or work areas needed for operations under this Construction Contract. All use of private property used for storage, mobilization, office support, and/or any other CONTRACTOR operation shall be by private agreements. These private agreements shall be without any responsibility or liability on the part of the OWNER or ENGINEER, and all documents and payment shall be strictly between the private property owner and the CONTRACTOR. Provide copies of any private property use agreements to ENGINEER upon request.
- F. Use of the Public Right-of-Way in no way relieves the CONTRACTOR from maintaining access to all dwellings along the construction route. A minimum of one lane in each direction shall be maintained at all times for public and municipal service access for fire, police, mail, etc. except as specified herein. CONTRACTOR shall restore and clean all disturbed property as specified.

1.6 OWNER OCCUPANCY

- A. OWNER will occupy premises during entire construction period for conduct of OWNER's normal operations. Cooperate with OWNER in scheduling operations to minimize conflict and to facilitate OWNER usage.

END OF SECTION 01 11 00

SECTION 01 31 13

COORDINATION

This Specification changes a portion of 2007 Edition APWA Standard Specification Section 01 31 13. All other provisions of the Section remain in full force and effect.

PART 1 GENERAL

1.2 COORDINATING WITH ENGINEER

Add the following paragraph to 1.2:

- F. Coordinate with Brian Masarone 801-509-2017 for inspections and for pickup of light fixtures.
- G. Coordinate with Ted Maestas, Mountain States Lighting 801-268-4879, for delivery of poles, arms and elastomer base covers.

1.3 COORDINATING WITH PRIVATE AND PUBLIC AGENCIES

Add the following paragraph to 1.3:

- E. Coordinate with UDOT Region 2 Resident Engineer on conductor installation between junction boxes.

Rodney Ruby: 801-975-4856

END OF SECTION 01 31 13

SECTION 01 55 26

TRAFFIC CONTROL

This specification replaces the 2007 Edition APWA Standard Specification No. 01 55 26. This specification is UDOT specification section 01554.

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Traffic Control Plan requirements and materials and labor necessary for implementation.
- B. Traffic Control Maintainer and Flagging.
- C. Work zone traffic control devices, advance warning arrow panels, and pilot cars.

1.2 RELATED SECTIONS

- A. Section 00555: Prosecution and Progress
- B. Section 00725: Scope of Work
- C. Section 00727: Control of Work
- D. Section 00820: Legal Relations and Responsibility to the Public
- E. Section 01558: Temporary Pavement Markings
- F. Section 02891: Traffic Signs
- G. Section 02765: Pavement Marking Paint

1.3 REFERENCES

- A. AASHTO Roadside Design Guide, Current Edition
- B. ATSSA: American Traffic Safety Services Association
Quality Standards for Work Zone Traffic Control Devices
- C. Manual on Uniform Traffic Control Devices (MUTCD), Current Edition
- D. NCHRP- Report 350 Recommended Procedures for the Safety Performance Evaluation of
Highway Features
- E. UDOT Flagger Training Handbook
- F. UDOT Guidelines for Crash Cushions

1.4 DEFINITIONS Not Used

1.5 SUBMITTALS Not Used

1.6 BIDDING REQUIREMENTS

- A. The apparent low bidder:
 - 1. Submit three copies of the Traffic Control Plan to the Engineer no later than the fourth Wednesday following bid opening. Submit plans in 11 inches x 17 inches format prepared using CAD software. All plans must be signed and sealed by a professional engineer licensed in the State of Utah. When available, the Department will provide basemap CAD files in Microstation format to the Contractor on a CD-ROM at no cost.
 - 2. Attend a mandatory meeting at the time and location as directed by the Engineer:
 - a. Contractor's Traffic Control Designer
 - b. Contractor's Traffic Control Maintainer
 - c. Resident Engineer
 - d. Region Traffic Engineer or designated representative
 - 3. Ensure compliance with the plans and specifications. Modify plan if necessary to meet all applicable requirements.
 - 4. The Department will grant no additional contract time for preparing or modifying the Traffic Control Plan.
 - 5. Do not begin work until the Traffic Control Plan is implemented for that phase of work. Do not implement traffic control until written authorization is received from the Engineer.

1.7 CERTIFICATIONS

- A. Use devices and systems that meet NCHRP-350 Report crash test requirements as defined in the four categories by the Federal Highway Administration. Some exceptions will be acceptable as stated below.
 - 1. Category 1: Cones, tubular marker, delineators, and drums without lights must be certified by the manufacturer as meeting NCHRP-350 Report requirements.
 - 2. Category 2: Portable sign stands with signs, Type I, II and III barricades, vertical panels, Category 1 devices with light attachments and devices not expected to cause significant vehicle velocity change. These devices and systems must be certified by FHWA as meeting NCHRP-350 Report test requirements.
 - 3. Category 3: Portable/Temporary pre-cast concrete barrier manufactured after October 1, 2002 must be certified as meeting NCHRP-350 Report test requirements.
 - a. Manufactured date to be stamped into top of each barrier section using a numeric format such as 10/2002 with 2 inch x 2 inch numerals, ¼ inch deep. Refer to BA Series Standard Drawings.
 - b. Portable/Temporary pre-cast concrete barrier manufactured prior to October 1, 2002 and meeting NCHRP 230 may be used until they are no longer serviceable.
 - 4. Category 3: Crash Cushions and Truck Mounted Attenuators must be certified by FHWA as meeting NCHRP-350 Report test requirements.
 - a. The appropriate GREAT CZ, manufactured by Energy Absorption Systems, may be used until they have completed their normal service life.
 - 5. Category 4: Advanced Warning Arrow Panels and portable variable message signs do not have to meet NCHRP-350 Report test requirements.

1.8 TRAFFIC CONTROL PLAN REQUIREMENTS

- A. Design Traffic Control Plan resolving discrepancies between the various standards for traffic control in accordance with Section 00727 and the following:
 - 1. Refer to SN Series Standard Drawings for post mounted signs and TC Series Standard Drawings.
 - 2. Manual on Uniform Traffic Control Devices (MUTCD) Current Edition
- B. Follow the requirements and limitations identified in the Traffic Control Special Provision if included, Section 00555, Section 00725, and Section 00820.

- C. Consider the safe and efficient movement of traffic when lane closures are proposed.
 - 1. Open lanes to traffic wherever and whenever practical.
 - 2. Minimize and restrict lane closures to the locations and times essential for prosecution of work.
- D. Provide concrete barrier and attenuation to satisfy hazard mitigation. Refer to TC Series Standard Drawings.
- E. Provide for delineation and temporary pavement markings and removal as needed for traffic control or as required in accordance with this Section, article 1.6, Traffic Control Plan Requirements, paragraphs H and I.
- F. Provide concrete barrier or other positive protection for all hazards such as bridge parapets, barrier blunt ends, poles, large equipment to include but not limited to cranes, pile drivers etc. when hazard is within AASHTO clear zone requirements for approach traffic.
- G. Use the following format and provide the following documentation:
 - 1. Section I: Description of each phase
 - a. List phases and corresponding bid items and elements of work to be accomplished in each phase.
 - b. Accounting for each contract bid item and element of work. Reference the traffic control detail designed to provide for the safe and efficient movement of traffic and safety of workers.
 - c. All contract bid items and elements of work must be identified and included in the phasing.
 - 2. Section II: CAD generated drawings showing detailed Traffic Control Plan for each phase:
 - a. Adapt Standard Drawings and work zone traffic control examples contained in the MUTCD to reflect actual project conditions such as curves, grades, presence of ramps, intersections, and accesses.
 - b. Use basemap CAD files when supplied by the Department as a basis for the Traffic Control Plan drawings.
 - c. Use the same level of detail as in the MUTCD and UDOT TC Series Standard Drawings.
 - d. Include the anticipated duration of the traffic control setup used in each phase.
 - e. Provide for the safe passage of pedestrians and bicyclists through the work zone in accordance with the Americans with Disabilities Act and the MUTCD.
 - f. Clearly indicate the following:
 - 1) Proposed regulatory speed reductions in accordance with this Section, article 3.6, Construction Zone Speed Limit Requirements.
 - 2) For all tapers: length of taper, device spacing, lane or shoulder closures, amount of lane shift in accordance with this Section, article 3.3, Traffic Control Signing and Devices, paragraph A.
 - 3) Length of buffer zone, in accordance with this Section, article 3.3, Traffic Control Signing and Devices, paragraph A.
 - 4) Device spacing used in tangents in accordance with this Section, article 3.3, Traffic Control Signing and Devices, paragraph B.
 - 5) Lengths of work zones, lane and shoulder widths and area available for vehicle recovery
 - 6) Proposed changes to be made to existing traffic signals including: timing changes, phase changes, etc.
 - 7) Sign locations for required and existing signs.
 - 8) Existing signs that are to be removed, covered, relocated or otherwise changed from the original configuration.

- 9) Worker parking, work vehicle and equipment access to and from work area, staging and material sites.
3. Section III: Emergency and Special Situations
 - a. Identify procedures for dealing with emergencies and special situations.
- H. Provide temporary pavement markings on newly constructed asphalt pavement and refresh as needed until the final surfacing is placed in accordance with Section 01558 as directed by the Engineer.
- I. Completely remove all existing traffic markings that conflict with the Traffic Control Plan, in accordance with Section 02765. Do not use paint or other material to cover markings.

1.9 TRAFFIC CONTROL MAINTAINER

- A. Certified by the Department or by the American Traffic Safety Services Association (ATSSA) as a Traffic Control Technician. Certifications are available through the web site at <http://www.udot.utah.gov/go/standardsreferences> for each of the below.

Associated General Contractors
 1135 South West Temple
 Salt Lake City, Utah
 Telephone: 801-363-2753

American Traffic Safety Services Association
 15 Riverside Parkway Suite 100
 Fredericksburg, Virginia 22406-1022
 Telephone: (800) 272-8772

Utah LTAP Center
 411 Old Main Hill
 Logan, Utah 84322-4111
 Telephone (800) 822-8818

- B. Authority:
 1. Obtains and uses all labor, equipment, and materials necessary to maintain traffic control.
 2. Changes traffic control operations per the traffic control plan.
- C. Responsibilities and Duties:
 1. Oversees all traffic control operations.
 2. Implements the Traffic Control Plan.
 3. Remains available 24 hours a day, seven days a week and can be on-site within 30 minutes of notification.
 4. Corrects deficiencies immediately upon verbal or written notification from the Engineer or representative.
 5. Inspect and document inspections of traffic control on a form acceptable to the Engineer at least four times each day, at least one of which must be conducted during nighttime hours.
 - a. Before beginning of shift.
 - b. At mid-shift.
 - c. Half-hour after shift ends.
 - d. At the midpoint of the off-shift period.
 6. Coordinates project traffic control with emergency services and local law enforcement agencies.
 7. Inspect and document inspections of traffic control twice each day when no construction work is being done.
 - a. One during day light hours and one during night time hours

- b. Conduct inspections a minimum of eight hours apart
- 8. Completes a daily record of traffic control activities using a form acceptable to the Engineer.
- 9. Submit to the Engineer inspection and activities forms each week on a day and time acceptable to the Engineer.
- 10. Provide a daily report of all planned traffic control activities to the Engineer by 7:00 a.m. each day. Provide the report each day during the contract.

1.10 MAINTENANCE OF WORK ZONE TRAFFIC CONTROL

- A. Implement and maintain traffic control per the Traffic Control Plan. Implement changes to traffic control required in order to meet UDOT Standard Specifications, Drawings and MUTCD at no additional cost to the Department. Coordinate changes to traffic control and the Traffic Control Plan with the Engineer prior to implementation.
- B. Meet all requirements of this Section, article 1.7, Traffic Control Maintainer when traffic control devices are required to be in place overnight or on weekends.
- C. Meet the acceptable classification as identified by *Quality Standards for Work Zone Traffic Control Devices* published by ATSSA for traffic control devices.
 - 1. Wash devices weekly unless conditions warrant more frequent cleaning.
- D. Maintain traffic control devices during and after all snow plowing operations at no additional cost to the Department. Clear snow away from all traffic control devices so that the devices function as intended.

1.11 WAGE RATES FOR TRAFFIC CONTROL PERSONNEL (FEDERAL AID JOBS ONLY)

- A. State payment of wages as indicated below during the time the certified Traffic Control Maintainer or others involved in setting up or maintaining traffic control devices working under the direction of the certified Traffic Control Maintainer is on the project site and does any of the following work:
 - 1. Laborer I - for moving traffic control devices by hand; loading or unloading devices on to or off of the truck; and for all hours required to be at the project site except those hours spent in the truck driver classification.
 - 2. Truck Driver - for all hours spent driving on the project site in the performance of the duties required to maintain the traffic control. The rate of pay is determined by the size of vehicle being driven, Pickup Truck being the smallest.

1.12 PAYMENT PROCEDURES

- A. Partial Payments - Based on the percentage of the project completed, excluding the cost of traffic control.
- B. Price Adjustments:
 - 1. The Department reduces payment when traffic control is not in compliance with the Traffic Control Plan, or when the contractor fails to meet all requirements cited or referenced in this specification.
 - a. The amount per day by which the Contractor's compensation will be reduced is calculated using the daily charge for Calendar Day in the Schedule of Liquidated Damages in Table of Section 00555 or the Contract lump sum bid price for Traffic Control divided by the number of contract days, whichever is greater.
 - 2. A Stop Work order issued due to non-compliance with this specification is not considered to be an authorized suspension of contract time. Contract time will continue to accrue as defined Section 00555.

- C. Include in the bid item Traffic Control all materials, equipment, labor, flagging, pilot car, temporary pavement markings and removal or both and workmanship required for the design, implementation, and maintenance of the Traffic Control Plan.
- D. Provide the Engineer in writing with a detailed analysis showing impacts to traffic control caused by extra work that necessitates modification to the Traffic Control Plan. Negotiate and agree to either a lump sum price for additional Traffic Control or agree to unit prices to be used for additional Traffic Control measures or devices required, prior to performing the extra work.

PART 2 PRODUCTS

2.1 PILOT CAR

- A. Equip with a reflectorized sign:
 - 1. Comply with Section 02891
 - 2. MUTCD sign G20-4
- B. Equip with a minimum two rotating lights or strobe lights.
 - 1. Minimum 4 inch diameter and minimum 6 ft mounting height
 - 2. Yellow color

2.2 FLAGGER EQUIPMENT AND CLOTHING

- A. Comply with to the Department's Flagger Training Handbook.
- B. Comply with TC Series Standard Drawings.
- C. Clothing:
 - 1. Flagger vest and hard hat: Orange, red-orange, or fluorescent version of these colors:
 - a. Safety vest with a minimum of 775 square inches of background material. Night work requires a minimum of 201 square inches of reflective material, 100 2-square inches on the front and 100 2-square inches on the back. Reflective material will be white or strong yellow-green.
 - b. Hard hat with 10 square inches of white or strong yellow-green reflective tape placed around the base of the hard hat and visible to traffic from all directions.

2.3 TRAFFIC CONTROL SIGNING AND DEVICES

- A. Signs:
 - 1. Comply with this Section, article 1.5, Certifications
 - 2. Comply with Section 02891
 - 3. Comply with TC Series Standard Drawing
 - 4. Comply with SN Series Standard Drawing when using post mounted signs
- B. Channelizing Devices:
 - 1. Comply with this Section, article 1.5, Certifications
 - 2. Comply with TC Series Standard Drawing
 - 3. Meet or exceed ASTM Type VI for flexible signs
- C. Precast Concrete Barrier:
 - 1. Comply with this Section, article 1.5, Certifications
 - 2. Comply with TC Series Standards Drawings
 - 3. Use an approved construction zone attenuator or permanent style end sections, as listed in UDOT Guidelines for Attenuators and End Section.

- a. Use a construction zone attenuator when approach ends of temporary precast barrier are within AASHTO clear zone.
 - 1) Use AASHTO Roadside Design Guide to determine proper clear zone distance requirements
 - 2) Refer to the CC Series Standard Drawings and manufacturer's recommendations to install crash cushions.
 - 4. Do not use a truck-mounted attenuator (TMA) to protect temporary precast barrier end for more than 24 hours. Use properly rated TMA as directed in this Section, article 2.3, Traffic Control Signing and Devices, paragraph D.
- D. Use properly rated truck-mounted attenuator for the posted speed limit prior to construction.
 - 1. NCHRP-350 Test Level 2 for speeds 45 mph or less
 - 2. NCHRP-350 Test Level 3 for speeds greater than 45 mph.

2.4 ADVANCE WARNING ARROW PANEL

- A. Advance Warning Device:
 - 1. Meet all standards as specified in the MUTCD, Section 6F.53 Arrow Panels.
 - 2. Refer to the TC Series Standard Drawings and the MUTCD.

PART 3 EXECUTION

3.1 TRAFFIC CONTROL PLAN MODIFICATION

- A. Each phase of construction must use an authorized Traffic Control Plan. If a construction phase is proposed that is not covered by the Traffic Control Plan, submit a plan to the Engineer for review.
 - 1. Submit plans to the Engineer 10 working days before the Traffic Control Plan is to be implemented.
 - 2. Do not begin work until the Traffic Control plan is authorized for use, and has been fully implemented.
 - 3. Implement changes required to meet UDOT Standard Specifications, Standard Drawings and MUTCD at no additional cost to the Department.
 - a. Comply with this Section, article 1.4, Bidding Requirements, paragraph A, line 1.

3.2 FLAGGING

- A. Flaggers must have a current Utah flagging certificate and must present proof of certification upon request by the Department.
 - 1. Acceptable certifications. Refer to <http://www.udot.utah.gov/go/standardsreferences> for a list of certified instructors.

3.3 TRAFFIC CONTROL SIGNING AND DEVICES

- A. Use posted speed limit prior to construction to compute sign spacing, taper lengths, buffer zones and construction clear zone.
 - 1. Use plastic drums for lane closure taper devices for speeds 50 mph and greater.
 - 2. Refer to the TC Series Standard Drawings for use of cones or tubular markers at night.
- B. Use posted speed during construction to compute the tangent spacing for channelizing devices.
- C. Remove all traffic control from site of work when not required within 24 hours.
 - 1. Remove traffic control devices from the roadway a distance twice that of the Construction Clear Zone if they will be used within 24 hours of the daily work stoppage

and are not required for immediate traffic control. Refer to the TC Series Standard Drawings.

- a. Obtain written permission from property owner prior to storing traffic control devices on private property.
2. Cover post mounted signs when directed by Engineer.
 - a. Cover signs completely with an opaque and durable covering.

3.4 ADVANCE WARNING ARROW PANEL

- A. May substitute Type C units for Type B units. Refer to the TC Series Standard Drawings
- B. Do not substitute Type B units for Type C units.
- C. Remove Advance Warning Arrow Panel from the site of work when not needed for the control of traffic within a four-hour period.

3.5 TRAFFIC SIGNALS

- A. Use uniformed police officer when construction activities are impacting an operating signalized intersection.
- B. Use of flaggers at traffic signals permitted when the signals have been turned to red flash mode.
 1. Each approach is to be controlled by a separate flaggers.
 - a. Flaggers can control only two lanes of approach traffic
 - 1) Third lane control permitted when left or right turn bays present.
- C. The Department will make all changes to traffic signal operations.

3.6 CONSTRUCTION ZONE SPEED LIMIT REQUIREMENTS

- A. Obtain approval for regulatory and advisory speed reductions through the region traffic engineer. Use speed reductions only during impacted times and areas. Restore existing regulatory speed limit prior to work at locations where traffic is not being impacted by work activities. Refer to <http://www.udot.utah.gov/go/standardsreferences> for policy information.
 1. Refer to TC Series Standard Drawings.
 2. Use speed reduction only when construction activities impact traffic.
 3. Restore regulatory speed limit at locations where construction activities are not impacting traffic.
 4. Refer to SN Series Standard Drawings for post mounted sign requirements.

END OF SECTION

SECTION 26 56 19

ROADWAY LIGHTING

This specification changes a portion of 2007 Edition APWA Standard Specification No. 26 56 19. All other provisions of the Section remain in full force and effect.

PART 3 EXECUTION

Add the following:

3.4 CONDUCTOR INSTALLATION

- G. Permanently label the voltage that the wires are carrying inside the junction box (to be approved by W.V.C.). Install dual fuse holder, two 10 amp fuses, and 3-outlet rubberized aluminum bar connector in each junction box. No wire nuts allowed. No splicing in the handhole.

END OF SECTION 26 56 19