

## INSTRUCTIONS TO BIDDERS

### ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

### ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

### ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
- B. Bidder's state or other contractor license number, if applicable.
- C. Provide a minimum of three (3) successfully complete projects in the past five (5) years with projects of similar description.
- D. Provide a narrative of Bidder's understanding of the temporary water and sewer bypass requirements. Drawings may be submitted in addition to the narrative.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

### ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 4.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or

**BID FORM**  
**LOWELL AVENUE RECONSTRUCTION**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**Park City Municipal Corporation**  
**Engineering Department**  
**Matthew Cassel, P.E.**  
**City Engineer**  
**PO Box 1480**  
**445 Marsac Avenue**  
**Park City, Utah 84060**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u># 1</u>	<u>3/9/2016</u>
<u># 2</u>	<u>3/23/2016</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, 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 individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. Bid Schedule

SCHEDULE A - ROADWAY				
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	AMOUNT
A1	Mobilization/Demobilization (Not to exceed 10% of total bid of all schedules)	1 Lump Sum	\$ 146,772. <sup>00</sup>	\$ 146,772. <sup>00</sup>
A2	Traffic Control	1 Lump Sum	\$ 130,000. <sup>00</sup>	\$ 130,000. <sup>00</sup>
A3	Asphalt Slurry Seal Coat	1,000 Square Yards	\$ 2.50	\$ 2,500. <sup>00</sup>
A4	Untreated Base Course - 18 Inch Thick	3,060 Cubic Yards	\$ 52. <sup>00</sup>	\$ 159,120. <sup>00</sup>
A5	Warm Mix Asphalt Concrete (PG 58-28) - 6 Inch Thick	6,120 Square Yards	\$ 28. <sup>00</sup>	\$ 171,360. <sup>00</sup>
A6	Roll Gutter	5,000 Linear Feet	\$ 20. <sup>00</sup>	\$ 100,000. <sup>00</sup>
A7	Stone Pavers	1 Lump Sum	\$ 12,000. <sup>00</sup>	\$ 12,000. <sup>00</sup>
A8	Remove Existing Concrete Driveway	1,000 Square Feet	\$ 1. <sup>00</sup>	\$ 1,000. <sup>00</sup>
A9	Remove Existing Asphalt Concrete Pavement	6,900 Square Yards	\$ 4. <sup>00</sup>	\$ 27,600. <sup>00</sup>
A10	Remove Existing Curb and Gutter	5,000 Linear Feet	\$ 5. <sup>00</sup>	\$ 25,000. <sup>00</sup>
A11	Remove Existing Concrete Sidewalk	190 Square Yards	\$ 9. <sup>00</sup>	\$ 1,710. <sup>00</sup>
A12	Remove Existing Guardrail	45 Linear Feet	\$ 3. <sup>00</sup>	\$ 135. <sup>00</sup>
A13	W-Beam Guardrail Anchor Type 1	2 Each	\$ 1,000. <sup>00</sup>	\$ 2,000. <sup>00</sup>
A14	Concrete Sidewalk 4 inches thick	170 Square Yards	\$ 40. <sup>00</sup>	\$ 6,800. <sup>00</sup>
A15	2" Fiber Optic Conduit	2,600 Linear Feet	\$ 15. <sup>00</sup>	\$ 39,000. <sup>00</sup>

**SCHEDULE A - ROADWAY**

A16	24" X 30" Sign Panel R2-1 (25 MPH Speed Limit), (includes post and foundation)	4 Each	\$ 450. <sup>00</sup>	\$ 1,800. <sup>00</sup>
A17	Concrete Driveways (Commercial)	950 Square Feet	\$ 6. <sup>00</sup>	\$ 5,700. <sup>00</sup>
A18	Guardrail	45 Linear Feet	\$ 34. <sup>00</sup>	\$ 1,530. <sup>00</sup>
A19	Roadway Excavation	3,000 Cubic Yards	\$ 25. <sup>00</sup>	\$ 75,000. <sup>00</sup>
A20	30" X 30" Sign Panel R1-1 (Stop), (includes post and foundation)	3 Each	\$ 450. <sup>00</sup>	\$ 1,350. <sup>00</sup>
A21	Pervious Concrete Rolled Gutter	40 Linear Feet	\$ 95. <sup>00</sup>	\$ 3,800. <sup>00</sup>
A22	Remove Existing Asphalt Driveway	500 Square Feet	\$ 5. <sup>00</sup>	\$ 2,500. <sup>00</sup>
A23	Seeding	1 Lump Sum	\$ 1,500. <sup>00</sup>	\$ 1,500. <sup>00</sup>
A24	Landscape/ Landscape Restoration	1 Lump Sum	\$ 6,500. <sup>00</sup>	\$ 6,500. <sup>00</sup>
A25	Pavement Marking Message Paint, 12 inch white	120 Linear Feet	\$ 2.50	\$ 300. <sup>00</sup>
A26	Neighborhood area sign (includes post and foundation)	2 Each	\$ 450. <sup>00</sup>	\$ 900. <sup>00</sup>
A27	Pedestrian Access Ramp	6 Each	\$ 1,500. <sup>00</sup>	\$ 9,000. <sup>00</sup>
A28	No Parking Sign (includes post and foundation)	10 Each	\$ 450. <sup>00</sup>	\$ 4,500. <sup>00</sup>
A29	Remove Sign	11 Each	\$ 125. <sup>00</sup>	\$ 1,375. <sup>00</sup>
A30	Fiber Optic Concrete Junction Box	7 Each	\$ 800. <sup>00</sup>	\$ 5,600. <sup>00</sup>

SCHEDULE A - ROADWAY				
A31	Adjust Existing Meter Box and Cover to Grade	2 Each	\$ 800. <sup>00</sup>	\$ 1,600. <sup>00</sup>
A32	Erosion and Sediment Control	1 Lump Sum	\$ 6,000. <sup>00</sup>	\$ 6,000. <sup>00</sup>
A33	Stamped Colored Concrete	120 Square Feet	\$ 14. <sup>00</sup>	\$ 1,680. <sup>00</sup>
A34	Restore Driveway Snow Melt System	2 Each	\$ 2,500. <sup>00</sup>	\$ 5,000. <sup>00</sup>
A35	4" Concrete Flatwork	120 Square Feet	\$ 8. <sup>50</sup>	\$ 1,020. <sup>00</sup>
A36	Curb Wall	220 Linear Feet	\$ 9. <sup>50</sup>	\$ 2,090. <sup>00</sup>
A37	Gutter Pavement T-Patch	220 Linear Feet	\$ 20. <sup>00</sup>	\$ 4,400. <sup>00</sup>
A38	Remove Concrete Flatwork	110 Square Feet	\$ 1. <sup>50</sup>	\$ 165. <sup>00</sup>
A39	Pinned Curb Wall	20 Linear Feet	\$ 16. <sup>00</sup>	\$ 320. <sup>00</sup>
A40	Removal of Contaminated Material	1,000 Ton	\$ 20. <sup>00</sup>	\$ 20,000. <sup>00</sup>
A41	Asphalt Concrete Driveway	56 Square Yards	\$ 85. <sup>00</sup>	\$ 4,760. <sup>00</sup>
A42	Adjust Valve Box to Grade	1 Each	\$ 800. <sup>00</sup>	\$ 800. <sup>00</sup>
A43	Adjust Manhole to Grade	2 Each	\$ 1,000. <sup>00</sup>	\$ 2,000. <sup>00</sup>

Total of All Items (Schedule A – Roadway) \$ 996,187.<sup>00</sup>

Total of (Schedule A – Roadway)

(Written Amount)

\$ Nine hundred ninety six thousand one hundred eighty seven dollars and <sup>00</sup>/<sub>100</sub>

SCHEDULE B – STORM DRAIN				
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	AMOUNT
B1	Adjust Catch Basin to Grade	2 Each	\$ 800 <sup>00</sup>	\$ 1,600 <sup>00</sup>
B2	Connect new pipe to existing box	2 Each	\$ 650 <sup>00</sup>	\$ 1,300 <sup>00</sup>
B3	Single Gutter Inlet Box	2 Each	\$ 1,600 <sup>00</sup>	\$ 3,200 <sup>00</sup>
B4	Double Gutter Inlet Box	3 Each	\$ 3,000 <sup>00</sup>	\$ 9,000 <sup>00</sup>
B5	Storm Drain Cleanout Box	2 Each	\$ 1,800 <sup>00</sup>	\$ 3,600 <sup>00</sup>
B6	12 Inch Corrugated Plastic Pipe	180 Linear Feet	\$ 34 <sup>00</sup>	\$ 6,120 <sup>00</sup>
B7	12 Inch Reinforced Concrete Pipe – Class V	100 Linear Feet	\$ 36 <sup>00</sup>	\$ 3,600 <sup>00</sup>
B8	Water Line Pipe Insulation (SP-546)	45 Linear Feet	\$ 44 <sup>00</sup>	\$ 1,980 <sup>00</sup>

Total of All Items (Schedule B – Storm Drain)

\$ 30,400<sup>00</sup>

Total of (Schedule B – Storm Drain)

(Written Amount)

\$ THIRTY THOUSAND FOUR HUNDRED <sup>NO</sup>/<sub>100</sub> DOLLARS

**SCHEDULE C - WATER**

NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	AMOUNT
C1	Install 8" C900 PVC Distribution Waterline	2,450 LF	\$ 34 <sup>00</sup>	\$ 83,300 <sup>00</sup>
C2	Install 8" Gate Valve	12 Each	\$ 2,400 <sup>00</sup>	\$ 28,800 <sup>00</sup>
C3	Replace Existing Water Service with New 1-1/2" Service (31 LF Max. Length)	36 Each	\$ 1,800 <sup>00</sup>	\$ 64,800 <sup>00</sup>
C4	Replace Existing Water Service with New 2" Service (28 LF Max. Length)	6 Each	\$ 2,000 <sup>00</sup>	\$ 12,000 <sup>00</sup>
C5	Replace Existing Meter Vault with New 3/4" Meter Vault	6 Each	\$ 2,600 <sup>00</sup>	\$ 15,600 <sup>00</sup>
C6	Replace Existing Meter Vault with New 1" Meter Vault	3 Each	\$ 2,800 <sup>00</sup>	\$ 8,400 <sup>00</sup>
C7	Replace Existing Meter Vault with New 3/4" Dual Meter Vault	6 Each	\$ 3,200 <sup>00</sup>	\$ 19,200 <sup>00</sup>
C8	Replace Existing Meter Vault with New 1-1/2" Dual Meter Vault	3 Each	\$ 3,600 <sup>00</sup>	\$ 10,800 <sup>00</sup>
C9	Replace Existing Meter Vault Lid with Traffic Rated Lid	1 Each	\$ 1,000 <sup>00</sup>	\$ 1,000 <sup>00</sup>
C10	Replace Existing Indoor Meter with New 1" Indoor Meter Assembly	1 Each	\$ 1,800 <sup>00</sup>	\$ 1,800 <sup>00</sup>
C11	Replace Existing 4" Fire Line with New 4" Fire Line Up to Property Line	1 Each	\$ 5,000 <sup>00</sup>	\$ 5,000 <sup>00</sup>
C12	Remove and Replace Fire Hydrant	5 Each	\$ 6,500 <sup>00</sup>	\$ 32,500 <sup>00</sup>
C13	2-inch Air Release / CAV Manhole with Heat Trace	1 Lump Sum	\$ 8,500 <sup>00</sup>	\$ 8,500 <sup>00</sup>



SCHEDULE C - WATER				
C14	Temporary Above-Ground Bypass Water Service to Existing Connections	1 Lump Sum	\$ 12,500 <sup>00</sup>	\$ 12,500 <sup>00</sup>
C15	Temporary 6" Hot Tap Isolation Valve for Bypass Water Service	3 Each	\$ 2,000 <sup>00</sup>	\$ 6,000 <sup>00</sup>
C16	Landscape and Concrete Surface Restoration: Required Due to Waterline Construction in Areas Outside of Lowell Avenue Road Reconstruction	1 Lump Sum	\$ 6,500 <sup>00</sup>	\$ 6,500 <sup>00</sup>
C17	Asphalt T-Patch Restoration for Waterline Trench, Waterline Sta 31+00 to Sta 32+35	1 Lump Sum	\$ 3,500 <sup>00</sup>	\$ 3,500 <sup>00</sup>

Total of All Items (Numeric) (Schedule C - Water) \$ 320,200<sup>00</sup>

Total of (Schedule C - Water)  
(Written Amount) \$ THREE HUNDRED TWENTY THOUSAND  
TWO HUNDRED <sup>00</sup>/<sub>100</sub> DOLLARS

**SCHEDULE D - SEWER**

NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	AMOUNT
D1	Temporary bypass sewer service to existing manholes	1 Lump Sum	\$ 8,500 <sup>00</sup>	\$ 8,500 <sup>00</sup>
D2	Install gravity sanitary sewer main - 8-inch PVC SDR 35	2,345 LF	\$ 34 <sup>00</sup>	\$ 79,730 <sup>00</sup>
D3	Remove and dispose of existing sewer manhole	10 Each	\$ 1,200 <sup>00</sup>	\$ 12,000 <sup>00</sup>
D4	Abandon in place existing gravity sewer line stub	3 Each	\$ 650 <sup>00</sup>	\$ 1,950 <sup>00</sup>
D5	Install 4-ft sewer manhole w/ precast base	6 Each	\$ 2,200 <sup>00</sup>	\$ 13,200 <sup>00</sup>
D6	Install 5-ft sewer manhole w/ precast base	1 Each	\$ 3,000 <sup>00</sup>	\$ 3,000 <sup>00</sup>
D7	Install 5-ft sewer inside drop manhole w/ precast base	1 Each	\$ 3,200 <sup>00</sup>	\$ 3,200 <sup>00</sup>
D8	Install 5-ft sewer manhole w/ precast base and reconnect existing 8-inch HDPE sewer line	1 Each	\$ 3,400 <sup>00</sup>	\$ 3,400 <sup>00</sup>
D9	Connect to existing sewer line	1 Each	\$ 1,000 <sup>00</sup>	\$ 1,000 <sup>00</sup>
D10	Reconnect sewer lateral to new gravity sanitary sewer main - 4-inch PVC SDR 35	33 Each	\$ 800 <sup>00</sup>	\$ 26,400 <sup>00</sup>
D11	Install gravity sanitary sewer lateral stub to new gravity sanitary sewer main - 4-inch PVC SDR 35	10 Each	\$ 1,800 <sup>00</sup>	\$ 18,000 <sup>00</sup>
D12	Remove and replace gravity sewer lateral to back of curb - 4-inch PVC SDR 35	3 Each	\$ 2,200 <sup>00</sup>	\$ 6,600 <sup>00</sup>

**SCHEDULE D - SEWER**

D13	Remove and replace gravity sewer lateral up to existing 14-inch Judge waterline - 6-inch PVC SDR 35	1 Each	\$ 7,500 <sup>00</sup>	\$ 7,500 <sup>00</sup>
D14	Abandon in place existing gravity sewer lateral	15 Each	\$ 650 <sup>00</sup>	\$ 9,750 <sup>00</sup>
D15	Adjust existing sewer manhole to grade	1 Each	\$ 1,000 <sup>00</sup>	\$ 1,000 <sup>00</sup>

Total of All Items (Numeric) (Schedule D – Sewer)                   \$ 195,230<sup>00</sup>

Total of (Schedule D – Sewer)  
(written amount)           \$ ONE HUNDRED NINETY FIVE THOUSAND TWO HUNDRED THIRTY <sup>NO</sup>/<sub>100</sub> DOLLARS

Total of All Schedules (Numeric)   \$ 1,542,017<sup>00</sup>

Total of All Schedules  
(written amount)           \$ ONE MILLION FIVE HUNDRED FORTY TWO THOUSAND SEVENTEEN <sup>NO</sup>/<sub>100</sub> DOLLARS

- I. See Section 1025 in the Technical Specifications for Measurement and Payment.
- II. Bidders must bid all schedules. Incomplete bids will not be accepted.
- III. If there is a conflict between the written and numerical amount, the written amount shall supersede.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete on or before October 15, 2016, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 15, 2016.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of three (3) relevant projects successfully completed within the last five (5) years.

C. Copy of Contractor's License

\* One Copy

D. A narrative of Bidder's understanding of the temporary water and sewer bypass requirements. Drawings may be submitted in addition to the narrative.

#### ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Granite Construction Company

By:

*[Signature]*

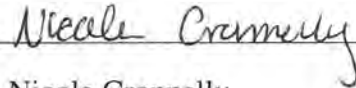


*[Printed name]* Bradley D. Sweet, VP Utah Region

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed name]*

Nicole Cronnelly

Title:

Estimating Assistant

Submittal Date:

March 29, 2016

Address for giving notices:

1000 North Warm Springs Road, Salt Lake City, Utah 84116

Telephone Number:

(801) 526-6000

Fax Number:

(801) 526-6091

Contact Name and e-mail address:

seth.waite@gcinc.com

Bidder's License No.:

230926-5501

March 29, 2016



Subject: Lowell Ave Reconstruct

RE: Temporary water and sewer bypass narrative

Dear Sir,

The installation of a temporary bypass system on both the water and sewer systems will be necessary to accomplish this project. This process will utilize all necessary control in order to ensure safety and adherence to all specification. This will be done by utilizing the proper piping that is appropriately sized to maintain all systems to the acceptable level. This system will ensure function of all necessary control valves, hydrants, and service connections throughout the project. This will achieve the desired completion of the project without restricting usage or sanitation.

### BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Granite Construction Company  
585 West Beach Street  
Watsonville, CA 95076

**SURETY (Name, and Address of Principal Place of Business):**

Federal Insurance Company  
15 Mountain View Road  
Warren, NJ 07059

**OWNER (Name and Address):**

Park City Municipal Corporation  
P.O. Box 1480  
445 Marsac Avenue  
Park City, Utah 84060

**BID**

Bid Due Date: March 29, 2016

**Description (Project Name— Include Location):**

Lowell Avenue Reconstruction Project - Park City, Utah

**BOND**

Bond Number: N/A

Date: March 14, 2016

Penal sum Five Percent (5%) of Bid Amount ~~5%~~ 5% of Bid Amount  
(Words) (Figures)

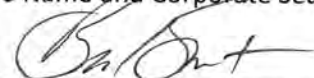
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Granite Construction Company (Seal)

Bidder's Name and Corporate Seal

By:



Signature

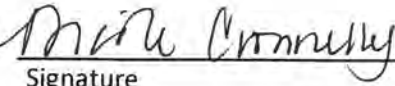
Bradley D. Sweet

Print Name

VP Utah Region

Title

Attest:



Signature

Nicole Cronnelly, Estimating Assistant

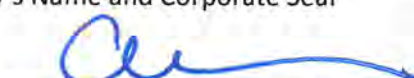
Title

**SURETY**

Federal Insurance Company (Seal)

Surety's Name and Corporate Seal

By:



Signature (Attach Power of Attorney)

Ashley Stinson

Print Name

Attorney-in-Fact

Title

Attest:



Signature

Kathleen Schreckengost, Attorney-in-Fact

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
  - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
  - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## ACKNOWLEDGMENT

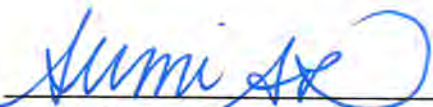
State of California  
County of  Santa Cruz  )

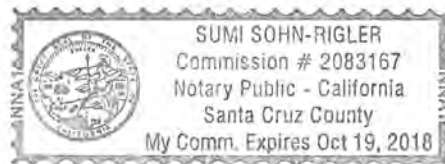
On  March 14, 2016  before me,  Sumi Sohn-Rigler, Notary Public   
(insert name and title of the officer)

personally appeared  Ashley Stinson & Kathleen Schreckengost ,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature    (Seal)  
Sumi Sohn-Rigler, Notary Public







Chubb  
Surety

POWER  
OF  
ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Jigisha Desai, John D. Gilliland, Catherine Gustavson, Kathleen Schreckengost, Ashley Stinson and Lillian Tse of Watsonville, California

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf **GRANITE CONSTRUCTION INCORPORATED** and all **Subsidiaries alone or in joint venture** as principal, in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney- In- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **18<sup>th</sup>** day of **July, 2014**.

  
Dawn M. Chloros, Assistant Secretary

  
David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **18<sup>th</sup>** day of **July, 2014** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR**  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316635  
Commission Expires July 16, 2018

  
Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **March 14, 2016**



  
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

RECEIVED  
LEGAL DEPARTMENT

02/12/10

STATE OF UTAH  
DEPARTMENT OF COMMERCE  
ACTIVE LICENSE

Granite Construction Company  
PO BOX 50085  
WATSONVILLE CA 950775085

EFFECTIVE  
04/02/1999

EXPIRATION  
11/30/2017

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

230926-5501 Contractor With LRF

E100, S400

DBAs:

None Associated

**IMPORTANT LICENSURE REMINDERS:**

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

GRANITE CONSTRUCTION COMPANY  
PO BOX 50085  
WATSONVILLE CA 950775085

Please visit our web site at  
[www.dopl.utah.gov](http://www.dopl.utah.gov) should you have any  
questions in the future.

STATE OF UTAH  
DEPARTMENT OF COMMERCE  
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING  
ACTIVE LICENSE



EFFECTIVE DATE: 04/02/1999

EXPIRATION DATE: 11/30/2017

ISSUED TO: Granite Construction Company  
PO BOX 50085  
WATSONVILLE CA 950775085

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

230926-5501

Contractor With LRF

DBAs: None Associated

E100, S400

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

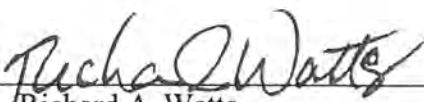
**RESOLVED**, that, effective January 1, 2016 through December 31, 2016, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$25 million, relating to any and all domestic construction projects arising out of the Company's operations.

**RESOLVED**, that, effective January 1, 2016 through December 31, 2016, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$75 million, relating to any and all domestic construction projects arising out of the Company's operations.

**RESOLVED FURTHER**, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, Richard A. Watts, do hereby certify that I am duly qualified as Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective December 11, 2015 by unanimous written consent of the Executive Committee of the Board of Directors, held without a meeting in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: December 21, 2015

  
Richard A. Watts



**EXHIBIT 1**

**AUTHORIZED SIGNERS**  
**Granite Construction Company**  
**Northwest Group**  
**Utah Region**

**AUTHORIZED SIGNERS**  
Bradley D. Sweet, VP Utah Region  
Ruben Mills, Area Manager  
Eric Wells, Area Manager  
Alex Rountree, Area Manager  
Scott Fernald, Operations Manager  
Larry Stauch, Northwest Group Construction Manager

**ATTESTORS**  
Ruben Mills, Area Manager  
Eric Wells, Area Manager  
Alex Rountree, Area Manager  
Scott Fernald, Operations Manager  
Larry Stauch, Northwest Group Construction Manager  
Brian J. Morin, Regional Controller  
Nicole Cronnelly, Estimating Assistant

## 1 Project Experience

### **Project #1 – 3500 West Road Improvement Project**

Location: West Haven, Utah

Description: 3500 West road improvements was a roadway widening and overlay project from 3400 south to 4500 south. The project included traffic control, SWPPP, clearing & grubbing, roadway excavation, granular borrow, UTBC, HMA, driveway restoration (gravel, asphalt & concrete), concrete flatwork (curb & gutter, drive approaches, sidewalk & flatwork), concrete box culvert, storm drainage, utility reconstruction, fencing removal & replacement, landscaping restoration, and striping.

Owner: West Haven City

Engineer/Contact: Gardner Engineering, Kris Nilsen (801) 476-0202

Project Cost: Bid - \$1,160,383; Final - \$1,525,512

Completion Time: Original – 5/31/11; Final – 5/31/11

Size & Length of Project: \$1.5 million project that widened over 6,500 lineal feet of roadway along 3500 West to allow for two travel lanes and a center median turn lane.

### **Project #2 – 4800 South City of Washington Terrace and Pineview Water District**

Location: Washington Terrace City, Utah

Description: A two phase roadway reconstruction of 4800 S from Washington Blvd to 300 W in Washington Terrace, Utah. The project is located in a residential neighborhood with a local High School. Reconstruct work included replacing the sewer, water, secondary water and storm drain utilities along with sidewalk, curb and gutter, ADA ramps and installation of a new asphalt road section.

Owner: Washington Terrace City

Engineer/Contact: Civil Science, Andy Kitchen (801) 768-7200

Project Cost: Bid - \$1,688,808; Final - \$1,991,259

Completion Time: Original – 10/1/11; Final – 10/1/11

Size & Length of Project: \$2 million project consisting of over 4,200 feet of complete roadway reconstruction on 4800 South in Washington Terrace.

**Project #3 – 1<sup>st</sup> Street Storm Drain & Roadway Project, BDO**

Location: Business Depot Ogden – Ogden, Utah

Description: 1<sup>st</sup> Street storm drain and roadway project was a complete roadway reconstruction and storm drain replacement along four streets within the Business Depot Ogden. The project included traffic control, SWPPP, clearing & grubbing, roadway excavation, granular borrow, UTBC, HMA, concrete flatwork (curb & gutter, drive approaches, sidewalk & flatwork), storm drainage, utility reconstruction, signage, culinary waterline loops, landscaping restoration, and striping.

Owner: The Boyer Company – Business Depot of Ogden

Engineer/Contact: Wasatch Civil Consulting Engineering, Mark Miller (801) 628-9576

Project Cost: Bid - \$1,148,410; Final - \$1,278,200

Completion Time: Original – 11/1/11; Final – 11/1/11

Size & Length of Project: \$1.3 million project to reconstruct approximately 4,115 feet of roadway and 4,150 feet of storm drain pipe.

**Project #4 - 7<sup>th</sup> Street, UDOT, Ogden City**

Location: Ogden, Utah

Description: A full roadway reconstruct of 7<sup>th</sup> St. from Ogden Ave to Liberty Ave. The project location is in a residential neighborhood and the street has access to both Washington Blvd and Harrison Ave. Reconstruct work included replacing the sewer laterals, main waterline and laterals, irrigations ditches/culverts and storm drain utilities along with landscape walls, sidewalk, curb and gutter, ADA ramps, street lighting and installation of a new asphalt road section. Project required major utility relocation by Questar Gas and Century Link.

Owner: UDOT and Ogden City

Engineer/Contact: Professional Engineering Consultants, Gary Horton (801) 495-4240

Project Cost: Bid- \$1,622,740 Final - \$1,812,351

Completion Time: Original – 11/15/11; Final – 12/11/11

Size and Length of Project: \$1.8 million project to reconstruct over 2,600 feet of roadway and underground utilities on 7<sup>th</sup> Street in Ogden City.

**Project #5 – 4800 West; Skye Drive to 10200 South**

Location: South Jordan, Utah

Description: 4800 West project was a green-field new road construction project linking two established roadways, 10200 South & 9800 South in South Jordan, Utah. The project consisted of 38,000 CY Cut to fill slopes, 13,000 SF block retaining walls (up to 30' tall), 6,500 TN HMA, 17,000 TN UTB, 50,000 SF concrete flatwork, 1,200 SF decorative-stamped concrete flatwork, 150' long– 12' x 12' Cast-in-place box culvert, 3,600 LF PVC waterline & associated laterals, 4,100 LF RCP storm drain with 26 drainage structures, decorative street lighting with associated electrical package, 1,100 LF of decorative-metal barrier fence, 2,600 LF of 6' chain link fence, pressurized irrigation system, 232 each – 2" caliper trees, & 36,000 SF turf sod.

The project was bid late in the construction season and the owners had reservations about starting the project late in the year. We assured completion and received 100% early completion incentive on the project.

Owner: South Jordan City, UDOT

Engineer/Contact: PEC –Project Engineering Consultants, Leo Florence (801) 858-3242

Project Cost: Bid - \$4,345,892; Final - \$4,665,579

Completion Time: Original – 10/24/15; Final – 11/5/15

Size & Length of Project: \$4.5 million project constructed a new 4,000 LF - 60' wide, aesthetically articulate roadway. The construction was completed in 153 calendar days.