

**ADDENDUMS WILL BE POSTED ON THE WEBSITE.  
IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REGULARLY CHECK THE  
WEBSITE FOR ANY NEW ADDITIONS.**



## **2022 PAVEMENT MANAGEMENT**

**PARK CITY, UTAH**

**SLURRY SEAL TYPE II,  
SEALCOAT BIKE PATHS,  
STREET OVERLAYS, ROTOMILLING, UTILITY  
ADJUSTMENTS,  
AND CRACK SEALS  
2022**

### **OWNER**

**PARK CITY MUNICIPAL CORPORATION  
PUBLIC UTILITIES  
1053 IRON HORSE DRIVE  
PO BOX 1480  
PARK CITY, UTAH 84060**

## Table of Contents

### **BIDDING DOCUMENTS**

BID SCHEDULE	A	SLURRY SEALS TYPE II
	B	SEALCOAT BIKE PATHS
	C	STREET OVERLAYS, ROTOMILLING, AND UTILITY ADJUSTMENTS
	D	CRACK SEALS

APPENDIX A

BID PROPOSAL

SUBCONTRACTORS LIST

INVITATION TO BID

INSTRUCTION TO BIDDER

BID BOND

### **CONTRACTUAL DOCUMENTS**

PARK CITY CONSTRUCTION AGREEMENT

PERFORMANCE BOND

LABOR AND MATERIAL PAYMENT BOND

### **PROCEDURAL DOCUMENTS**

NOTICE OF AWARD

NOTICE TO PROCEED

CERTIFICATE OF SUBSTANTIAL COMPLETION

# PARK CITY MUNICIPAL CORPORATION REQUEST FOR PROPOSALS

## SLURRY SEALS TYPE II, SEALCOAT BIKE PATHS, ROTOMILLING, STREET OVERLAYS, UTILITY ADJUSTMENTS, AND CRACK SEALS April 2022

PROPOSALS DUE AND PROPOSALS OPENING: **Bids must be submitted in person at the Public Works East Building by 1:00 p.m. MST, on Tuesday, April 19, 2022, Attention: Troy Dayley, Public Works Department, at 1053 Iron Horse Drive, Park City, UT 84060. No proposals will be accepted after 1:00 p.m. MST. Bids will then be publicly opened at 1:05 p.m.**

PROJECT NAME: **2022 PAVEMENT MANAGEMENT  
SLURRY SEAL, SEALCOAT BIKE PATHS, ROTOMILLING, STREET OVERLAYS, UTILITY ADJUSTMENTS, AND CRACK SEALS**

PLANS AVAILABLE FOR CONTRACTORS: **By 12:00 p.m., Friday, April 1, 2022, at [parkcity.org](http://parkcity.org).**

PRE-BID MEETING: **At 11:00 a.m., Thursday, April 14, 2022, at the Public Works East office, 1053 Iron Horse Drive, Park City, UT 84060. It is highly recommended for all Bidders to attend; however, it is **MANDATORY** for Contractors who have not provided services to Park City Municipal Corporation within the last three (3) years to attend.**

PROJECT LOCATION: **Park City, Utah**

PROJECT DESCRIPTION: **Project includes four (4) bid schedules. The bidder may bid on one (1) or more of these schedules. Each schedule is to be bid as a complete project within the specifications attached herein. Project completion deadline for each bid schedule will vary as listed in Section 7 of the Construction Agreement.**

Advertised in the Salt Lake Tribune on April 3, 10 and 17, 2022  
 Advertised in the Park Record on April 2, 9 and 16, 2022  
 Available on the Park City website at [parkcity.org](http://parkcity.org).

<u>Schedule</u>	<u>Description</u>	
<b>A</b>	<b>Slurry Seals Type II approximately</b>	<b>82,811 sq. yd.</b>
<b>B</b>	<b>Sealcoat Bike Paths approximately</b>	<b>15,778 sq. yd.</b>
<b>C</b>	<b>Street Overlays approximately Rotomilling</b>	<b>5,259 tons 378,463 sq. ft.</b>
	<b>Utility Adjustments</b>	
	<b>Water valves/survey markers</b>	<b>113 ea.</b>
	<b>Manholes</b>	<b>78 ea.</b>
<b>D</b>	<b>Crack Seal</b>	<b>33 tons</b>

OWNER'S OPINION OF PROBABLE CONSTRUCTION COST: 2022 - **\$1,041,095.52**

(Includes slurry seal, sealcoat bike paths, streets overlays, rotomilling, utility adjustments, crack seals)

OWNER: Park City Municipal Corporation  
Project Manager/Contact:

Troy Dayley  
Public Works Director  
P.O. Box 1480  
1053 Iron Horse Drive Park City, UT 84060  
(435) 615-4909 fax  
[troy@parkcity.org](mailto:troy@parkcity.org)

**All questions must be submitted in writing via email by 10:00 a.m., Friday, April 15, 2022, to: Troy Dayley via email to: [troy@parkcity.org](mailto:troy@parkcity.org).**

A bid bond in the amount of five percent (5%) of the total bid is required at the time of bidding. Payment and Performance bonds in the amount of one hundred percent (100%) of the total bid will be required. Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Bids will remain valid for ninety (90) days after bid opening, but cannot be withdrawn for forty five (45) days. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended. Award of contract is subject to approval by City Council, which is anticipated to be prior to May 30, 2022. Proposals lacking required information will not be considered. Park City Municipal Corporation reserves the right to change any dates or deadlines related to the bid submittal process. Successful bidder will be required to enter into Park City's standard Construction Agreement in a form approved by the City Attorney, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein.

**IMPORTANT DATES:**

<b>Plans Available for Contractors –</b>	<b>April 1, 2022</b>
<b>Pre-bid Meeting (In Person)–</b>	<b>11:00 AM, Thursday, April 14, 2022</b>
<b>All questions due (Via Email) –</b>	<b>By 10:00 AM, Friday, April 15, 2022</b>
<b>Proposals Due (On Site) –</b>	<b>By 1:00 PM, Tuesday, April 19, 2022</b>
<b>Bid Opening (On Site) –</b>	<b>By 1:05 PM, Tuesday, April 19, 2022</b>

**BID SCHEDULE A: SLURRY SEALS TYPE II 2022**

In compliance with Park City Design Standards, Construction Specification and Standards Slurry Seal work shall consist of: Type II Slurry Seal coating, protecting crosswalks, meter lids, survey monuments etc. by covering prior to installation of slurry, and cleaning, drying, and sealing with material as outlined above.

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT COST	PRICE
1.	Slurry Sealing Streets Type II	<b><u>82.811 sq. yd.</u></b>	\$ _____	\$ _____

**BID SCHEDULE – A**

Note: See Appendix A for schedule of Slurry Seals.

1. All slurry seal areas with striping or crossings shall be marked for future striping to be completed by owner.
2. All water meter, survey, storm drain inlets, and manhole lids shall be protected from slurry prior to application. Protection covers shall be removed when slurry is dry.
3. All adjacent homeowners / businesses shall receive two (2) notices of work to be completed; a seven (7) day advanced notice followed by a twenty-four (24) hour notice. All notices must be approved by the City prior to distribution.
4. All traffic control is to be supplied by contractor such as signs and flaggers to be utilized in all locations work is being performed according to MUTCD standards.
5. All slurry seal coat will contain a minimum of three percent (3%) LMCQS-1H.
6. Bidder is responsible to obtain Right of Way permits. Permit fees will be waived by Park City.

**BID SCHEDULE B: SEALCOAT BIKE PATHS 2022**

In compliance with Park City Design Standards, Construction Specification and Standards Seal Coating work shall consist of: Tuffcoat Sealcoat P+ Coating, protecting crosswalks, meter lids, survey monuments, manhole lids, etc. by covering prior to installation of slurry, and cleaning, drying and sealing with material.

ITEM DESCRIPTION OF WORK NO.	QUANTITY	UNIT COST	PRICE
1. Sealcoat Bike Paths	<b><u>15.778 sq.yrd</u></b>	\$ _____	\$ _____
<b>BID SCHEDULE – B</b>		TOTAL	\$ _____

Note: See Appendix A for schedule of Tuffcoat Sealcoat P+ Coating.

1. All seal coating areas with striping or crossings shall be marked for future striping to be completed by owner.
2. All water, meter, survey, storm drain inlets, and manhole lids shall be protected from slurry prior to application. Protection covers shall be removed when Seal Coating is dry.
3. Contractor is responsible that application area is cleaned and free from all debris and vegetation.
4. All adjacent homeowners / businesses/ trail users shall receive two (2) notices of work to be completed; a seven (7) day advanced notice followed by a twenty-four (24) hour notice. All notices must be approved by the Project Manager prior to distribution.
5. All pedestrian traffic and vehicular traffic control is to be supplied by contractor such as signs  
  
and flaggers to be utilized in all locations work is being performed according to MUTCD standards.
6. Bidder is responsible to obtain Right of Way permits. Permit fees will be waived by Park City.
7. Application Rate: Two (2) separate application coats are required. First application = Approximately 48-52 square feet per gallon Second application = Approximately 48-52 square feet per gallon

**BID SCHEDULE C:  
STREET OVERLAYS, ROTOMILLING AND UTILITY ADJUSTMENTS 2022**

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT COST	PRICE
1.	Overlay streets to conform with <i>2007 APWA Specifications</i> . Reference APWA 2007. <i>32-12-03 PG 58-28,</i> <i>32-12-05 Maximum of 15% RAP by weight</i> <i>32-12-05 DM-1/2, Medium Traffic Classification 32-12-16 (Rice Method)</i>	<b>5,259 Tons</b>	\$ _____	\$ _____
2.	Rotomilling to conform with Specifications and depth required to deliver milling across roadway so that surface remaining has a consistent and continuous cross fall, longitudinally and transversely. Millings from pavement overlay work shall become property of the contractor at the time of milling.	<b>378,463 Sq. Ft</b>	\$ _____	\$ _____

Lower and /or readjust manholes, monument markers, and water valves in compliance with Park City Design Standards, Construction Specifications and Standard Drawings Section 551, placement and adjustment of new and existing utility structures to finish grade per Snyderville Basin Water Reclamation District Construction Specification for manholes.  
(See SBWRD revised detail MH-09)

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT COST	PRICE
3.	<u>Lowering Utility</u>			
	Manhole	<b>78</b>	\$ _____	\$ _____
	Water valve/monument	<b>113</b>	\$ _____	\$ _____
4.	<u>Raising/adjusting</u>			
	Manhole	<b>78</b>	\$ _____	\$ _____
	Water valve/monument	<b>113</b>	\$ _____	\$ _____

Total Utility Adjustments Price \$ \_\_\_\_\_

**BID SCHEDULE – C TOTAL \$**

NOTE: See Appendix A for Street Overlays/Milling/Utility Adjustments

1 The quantities given are estimates for the purpose of comparing bids. Payment to the contractor will be made only for actual quantities of work performed.

- 2 Estimated ten (10) working days to complete milling and overlay work. Work is scheduled to begin on July 7, 2022. Consideration will be given for weather delays.
  - 3 The streets May be uneven and require more or less tonnage to achieve a quality, smooth, and compacted overlay.
  - 4 Bidder is responsible for traffic control devices, signs, barricades, and flagger to be utilized in all locations work is being performed according to MUTCD standards.
  - 5 **Edge Milling:** One to two-inches (1"-2") of existing asphalt feathered out to nothing seven feet (7') adjacent to each curb and across road intersections.
  - 6 **Profile Milling:** The standard roadway cross slope is two percent (2%) down from crown to gutter line or edge of pavement. Cross slopes May be adjusted when it is necessary to provide a smooth transition a minimum of two percent (2%) and a maximum of four percent (4%).
  - 7 Millings from pavement overlay work shall become the property of the contractor at the time of milling.
  - 8 Prior to milling, verify alignment of all valve boxes and manholes. Submit list of needed repairs and related costs to realign and repair all valve boxes as needed.
  - 9 Lowering of utilities in conjunction with Rotomilling. Readjustment is scheduled following completion of pavement overlay and must be completed by August 4, 2022.
  - 10 All approved realignments or repairs shall be completed prior to paving. Only height adjustments are allowed after paving.
  - 11 All grade rings and joints and housings are to be sealed.
  - 12 Concrete cement fills to be used on adjustment.
  - 13 All adjustments are to be set .50 inches below finish grade.
  - 14 Grade ring shall be CRETEX MANHOLE RINGS furnished by contractor.
  - 15 All manhole inverts, valves, and monuments shall be washed and vacuumed upon completion of each adjustment.
  - 16 Bidder is responsible for traffic control devices, signs, barricades, and steel plates where necessary according to MUTCD standards.
  - 17 Bidder is responsible to obtain Right of Way permits. Permit fees will be waived by Park City.
  - 18 Bidder is responsible to make every attempt to minimize the tracking of tack oil and asphalt tar onto non-paved streets and crosswalks. Contractor will mitigate tracking problems promptly if they do occur.
- \* Park City Municipal reserves the right to add or delete quantities to meet budgeted amounts.

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_



**BID SCHEDULE D: CRACK SEAL 2022**

In compliance with Park City Design Standards, Construction Specification and Standards Drawings Section 551 and general guidelines to bidders, sealant must be **Craftco** or **Maxwell** or an approved equal and must meet or exceed Federal Standard ASTM D 3405. Crack seal work shall consist of routing, cleaning, and drying cracks and sealing them with material outlined in specification above.

ITEM DESCRIPTION OF WORK NO.	TONS	UNIT COST	PRICE
1. Crack Sealing streets/Paths	<b><u>33</u></b>	\$ _____	\$ _____

**BID SCHEDULE – D**

**TOTAL \$**

Note: See Appendix A for schedule of Crack Seals.

1. All new cracks .125 inch or greater are to be routed a minimum of .50 inch wide and .75 inch deep prior to application of crack seal.
2. All traffic control is to be supplied by contractor, such as signs and flaggers, to be utilized in all locations work is being performed according to MUTCD standards.
3. Contractor is required to clean all debris generated from routing and crack seal installation upon completion of each street.
4. The smallest size application cup is required that will adequately fill the crack without overflowing material. Crack sealant material shall only be applied to cracks.
5. Cost of crack seal including routing, blowing, drying, sweeping, and cleaning bid per ton.
6. Bidder is responsible to obtain Right of Way permits. Permit fees will be waived by Park City.

\*Park City Municipal reserves the right to add or delete quantities to meet budgeted amounts.

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

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

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

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

Company: \_\_\_\_\_

# APPENDIX A

## BID SCHEDULE

- A**                      **Slurry Seals Type II**
- B**                      **Sealcoat Bike Paths**
- C**                      **Street Overlays, Rotomilling, and Utility Adjustments**
- D**                      **Crack Seals**

# **APPENDIX A**

## **BID SCHEDULE A:**

### **Slurry Seals Type II 2022**

<b>Section/ Street Name</b>	<b>Length</b>	<b>Width</b>	<b>CDS Width</b>	<b>Street Radius</b>	<b>square feet ea.</b>	<b>Square Yards</b>
<b>Solamere Drive: Deer Valley Drive to Sun Ridge Drive</b>						<b>14,816</b>
Street Area	4,242	31			131,502	
CDS Square Feet Area					0	
Street Radius		1,842			1,842	
<b>Sun Ridge Court</b>						<b>2,029</b>
Street Area	414	25			10,350	
CDS Diameter			86		5,809	
Street Radius	945	1,155			2,100	
<b>Deer Valley East: DVD South to Solamere Drive</b>						<b>11,641</b>
Street Area	3,224	33			104,772	
CDS Square Feet Area					0	
Street Radius						
<b>Deer Valley North: Solamere Drive to Deer Valley Drive</b>						<b>7,718</b>
Street Area	2,062	32			65,971	
CDS Square Feet Area					0	
Street Radius		3,489			3,489	
<b>Transit Center</b>						<b>1,883</b>
Street Area	404	38			15,242	
CDS Square Feet Area					0	
Street Radius	1,059	650			1,708	

Section/ Street Name	Length	Width	CDS Width	Street Radius	square feet ea.	Square Yards
<b>Wyatt Earp Way: SR248 to Sidewinder Drive</b>						<b>2,218</b>
Street Area	487	41			19,965	
CDS Square Feet Area					0	
Street Radius						
<b>Cochise Court</b>						<b>1,320</b>
Street Area	468	25			11,878	
CDS Square Feet Area					0	
Street Radius						
<b>Webster Drive: Thaynes Canyon Dr to Three Kings Court</b>						<b>2,652</b>
Street Area	955	25			23,864	
CDS Square Feet Area					0	
Street Radius						
<b>Webster Court</b>						<b>982</b>
Street Area	368	24			8,837	
CDS Square Feet Area					0	
Street Radius						
<b>Walker Court</b>						<b>859</b>
Street Area	309	25			7,730	
CDS Diameter					0	
Street Radius						
<b>Three Kings Court: Thaynes Canyon Dr to end of CDS</b>						<b>2,703</b>
Street Area	973	25			24,325	
CDS Square Feet Area					0	
Street Radius						
<b>Marilyn's Way: Meadows Drive to end of CDS</b>						<b>2,301</b>
Street Area	828	25			20,707	
CDS Diameter					0	
Street Radius	0					

Section/ Street Name	Length	Width	CDS Width	Street Radius	square feet ea.	Square Yards
<b>Normans Court: Marilyn's Way to end of CDS</b>						<b>1,169</b>
Street Area	421	25			10,519	
CDS Diameter					0	
Street Radius						
<b>Lupine Lane: Meadows Drive to Larkspur Dr</b>						<b>2,090</b>
Street Area	784	24			18,808	
CDS Diameter					0	
Street Radius						
<b>Columbine Court: Lupine Drive to end of CDS</b>						<b>1,227</b>
Street Area	460	24			11,040	
CDS Diameter					0	
Street Radius					0	
<b>Larkspur Drive: Sunny Slopes to end of CDS</b>						<b>4,890</b>
Street Area	1,760	25			44,011	
CDS Diameter					0	
Street Radius						
<b>Golden Eagle Loop: Royal Street to Royal Street</b>						<b>3,333</b>
Street Area	1,200	25			30,000	
CDS Diameter					0	
Street Radius						
<b>Royal Court</b>						<b>1,650</b>
Street Area	550	27			14,850	
CDS Diameter					0	
Street Radius						
<b>Eagle Court</b>						<b>1,791</b>
Street Area	620	26			16,120	
CDS Diameter					0	
Street Radius						

Section/ Street Name	Length	Width	CDS Width	Street Radius	square feet ea.	Square Yards
Estates Drive						13,459
Street Area	4,730	25			118,250	
CDS Diameter						
Street Radius	1,379	1,506			2,885	
					<b>Total</b>	<b>82,811</b>

**APPENDIX A**  
**BID SCHEDULE B:**  
**Sealcoat Bike Paths 2022**

<b>Tuffcoat Sealcoat P+</b>	<b>Length</b>	<b>Width</b>	<b>Square Yards</b>
McPolin Farm Trail: Payday Dr to White Pine Canyon Rd	9,500	8	8,444
Holiday Ranch Loop Road Path: Jupiter View Dr to Little Kate	2,100	8	1,867
Spine Trail: Iron Horse Drive to 9th Street, including connecting spurs	4,100	12	5,467
		Total	12,615

# **APPENDIX A**

## **BID SCHEDULE C:**

### **Street Overlays, Rotomilling and Utility Adjustments 2022**

<b>Section/ Street Name</b>	<b>Length</b>	<b>Width</b>	<b>Mill SF</b>	<b>Type of mill</b>	<b>Mill/pave depth</b>	<b>Water/Survey</b>	<b>Manholes</b>	<b>Tons</b>
Norfolk Ave: 8th Street to 13th Street	2,158	16	34,528	Profile Mill	2	37	13	425
13th Street: Park Ave to Norfolk	386	20	7,720	Profile Mill	2	6	4	95
Richardson Flatts Road: SR248 to HWY 40 Bridge	2,915	25	72,874	Profile Mill	2	0	5	896
Bonanza Drive: SR248 to Deer Valley Drive	2,637	35	92,289	Profile Mill	2	11	12	1,135
Marsac North Parking Lot	463	47	7,138	Edge Mill	2	0	0	267
Meadows Drive: SR224 to Crestline	2,116	30	63,480	Profile Mill	2	0	6	781
Sun Ridge Drive	3,269	25	81,725	Profile Mill	2	32	19	1,005
Oak Wood Court	820	25	20,500	Profile Mill	2	5	4	252
Empire: Manor to Silver King Dr	1,347	24	32,737	Profile Mill	2	12	5	403
						10	10	
<b>TOTALS</b>			<b>378,463</b>			<b>113</b>	<b>78</b>	<b>5,259</b>

**Edge Milling:** One to two inches (1"-2") of existing asphalt tapered over seven feet (7') adjacent to each curb and across Intersections.

**Profile Milling:** Standard roadway cross slope is two percent (2%) down from crown to gutter line or edge of pavement. Cross slopes May be adjusted when it is necessary to provide smooth transition minimum of two percent (2%) and a maximum of four percent (4%).



**APPENDIX A**  
**BID SCHEDULE D:**  
**Crack Seals 2022**

<b>Crack seal</b>	<b>Tons</b>
Crack seal applied to various Streets	30
Crack seal applied to various Bike Paths	3
<b>Total</b>	<b>33</b>

**BID PROPOSAL**

To the Owner

The undersigned states and warrants that Contractor has carefully examined the plans, specifications, form of contract, form of bond, instructions and other contract papers relating to the construction for which this proposal is made, and that Contractor has examined the site of the work and has given attention to and carefully considered all of the matters which affect the nature and the cost of construction and its several parts.

If this proposal, as given on the attached Bid Schedule, is accepted, the undersigned will, within ten (10) days after notice thereof, in writing, by the owner, furnish a construction bond in accordance with the form of bond herewith attached, for the full amount of the total bid price, correctly computed from the unit prices bid, and executed in favor of the Owner by \_\_\_\_\_ surety, whose address is:

\_\_\_\_\_ and will sign and execute the accompanying form of construction contract.

Name of Bidder, Construction Contractor: \_\_\_\_\_

Contractor State & License No.: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Position of Representative: \_\_\_\_\_

Bidder's Mailing Address: \_\_\_\_\_

Bidder's Street Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_

\_\_\_\_\_ Signature Acknowledging Receipt of:

Amendment No. 1. \_\_\_\_\_

Amendment No. 2. \_\_\_\_\_

Amendment No. 3. \_\_\_\_\_

Date  
\_\_\_\_\_

A bid may be considered invalid if the Bidder fails to completely fill out and sign both the Bid Proposal and proper Bid Schedule.



## **INVITATION TO BID**

Park City assumes no responsibility for delayed or undelivered mail or express packages. Park City Municipal Corporation ("Owner") invites your bid to contract for performing work and furnishing materials for the construction of these projects.

**RECEIPT OF PROPOSALS: Bids must be submitted in person at the Public Works East Building by 1:00 p.m. MST, on Tuesday, April 19, 2022, Attention: Troy Dayley, Public Works Department, at 1053 Iron Horse Drive, Park City, UT 84060. No proposals will be accepted after 1:00 p.m. MST.**

**Bids will then be publicly opened at 1:05 p.m.**

Bids shall be submitted in a sealed envelope which is marked on the outside, "**Sealed Bid – SLURRY SEALS TYPE II, SEALCOAT FOR BIKE PATHS, ROTOMILLING, STREET OVERLAYS, UTILITY ADJUSTMENTS, CRACK SEALS 2022.**" The date of the opening shall also be shown on the envelope. Bids shall be submitted on the "Bid Proposal" form, accompanying the specifications and shall be properly executed as indicated thereon.

Proposals which are not delivered to Park City by the above specified time and date will not be considered.

**OWNER'S RIGHTS RESERVED:** Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Bids will remain valid for ninety (90) days after bid opening but cannot be withdrawn for forty five (45) days. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended. Award of contract is subject to approval by City Council. Proposals lacking required information will not be considered. Park City Municipal Corporation reserves the right to change any dates or deadlines related to the bid submittal process.

**BIDDERS REQUIREMENTS:** Bidders are required to carefully examine the contract, plans, and specifications, and fully inform themselves as to all conditions and matters which can in any way affect the work or cost thereof. Should a Bidder find discrepancies in or omission from any plans or documents or have any questions pertaining thereto, Bidder should contact the Project Manager in writing for clarification prior to submitting any bid. All Bidders must be licensed to perform the work required. If there is a conflict between the written and numerical amount, the written amount shall supersede.

## **INSTRUCTION TO BIDDERS**

PROPOSAL FORM: Each Proposal shall be made on the form prepared by the City and included as one of the Contract Documents. A Proposal may be disregarded by the Owner if the Bidder fails to complete or fill in all blanks on the Proposal Form. Proposals shall be submitted in a sealed envelope bearing the title of the work and the name of the Bidder. Two (2) sets of the Proposal Forms are provided in addition to the set bound in the Contract Documents. One (1) set shall be used in submitting the bid, and the second set may be retained by the Bidder.

MODIFICATIONS: Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered. Proposals submitted with qualifying statements are subject to being rejected by the Owner.

DELIVERY OF PROPOSALS: Proposals shall be delivered by the time and to the place stipulated in the Invitation to Bid. It is the sole responsibility of the Bidder to see that Bidder's Proposal is received in proper time. Any Proposal received after the scheduled closing time for receipt of Proposals is subject to being returned to the Bidder unopened.

WITHDRAWAL: Any Bidder may withdraw Bidder's Proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of Proposals.

AWARD OR REJECTION: The Owner reserves the right to reject any or all Proposals for any reason. No Bidder may withdraw Bidder's proposal for a period of forty five (45) days after the date of opening thereof. Subject to the above reservations, the Contract will be awarded to the lowest most qualified responsible Bidder complying with these instructions and with the Invitation to Bid and not necessarily the lowest Bidder. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended. Award of contract is subject to approval by City Council, which approval is anticipated prior to May 30, 2022. Proposals lacking required information will not be considered. Park City Municipal Corporation reserves the right to change any dates or deadlines related to the bid submittal process.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE VISIT: Before submitting a Proposal, Bidders shall carefully examine the Drawings, read the Specifications and all other Contract Documents, shall visit the site of work, and shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the Contract Documents.

PRE- BID MEETING: A pre-bid meeting will be held **Thursday, April 14, 2022, at 11:00 a.m.** It is highly recommended for all Bidders to attend; however, it is **MANDATORY for Contractors who have not provided services to Park City Municipal Corporation within the last three (3) years to attend.**

INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Contract Documents, or finds discrepancies in or omissions from the Drawings or Specifications, he may submit to the Project Manager a written request for an interpretation or correction thereof.

The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Amendment duly issued, and a copy of the Amendment will be emailed to each person receiving a set of the Contract Documents. Neither the Owner nor the Project Manager will be responsible for any other explanations or interpretations of the Contract Documents.

AMENDMENT: Any Amendment issued prior to bid opening shall be included in the Proposal, and shall be made a part of the Contract. Receipt of each amendment shall be acknowledged by the Bidder in the Proposal.

BID SCHEDULE: The Bidder may, at his/her discretion, bid on any combination of **Bid Schedules A, B, C, or D**.

BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL: No person, firm or corporation shall be allowed to make, file, or to be interested in more than one Proposal for the same work, unless alternate Proposals are called for. A person, firm, or corporation who has submitted a sub proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub proposal or quoting prices to other Bidders.

PERFORMANCE MATERIAL AND LABOR PAYMENT BONDS: Unless otherwise specifically designated by the Owner, the successful Bidder, simultaneously with execution of the Agreement, will be required to furnish one hundred percent (100%) Performance and Material and Labor Payment Bonds. These bonds shall be secured from a surety company approved by the Owner. The form of bonds required to be executed by the successful Bidder is included in the Contract Documents.

WORKWEEK AND CONSTRUCTION SCHEDULE: The selected Contractor shall submit in writing to the Owner at the pre-construction conference the following: (a) the hours and days they propose to carry out the work; the maximum workweek that will be approved is 12 hours a day, Monday through Saturday; the Contractor's proposed hours of work shall include daily starting and stopping times (No construction shall commence prior **to 7:00 a.m. nor extend after 7:00 p.m.**); and (b) a construction schedule showing the order in which it proposes to carry out the work indicating the periods during which it will perform work on each item listed in the Bid Schedule.

Failure to submit the proposed workweek and construction schedule within the time specified may be cause for rejection of the bid.

EQUIPMENT AND LABOR LIST, BILLING SCHEDULE: The Contractor shall submit in writing to the Owner with its bid the following: (a) a list of the number and type of equipment it will use in the completion of the contract, and the number and type of employees it will use to do the work; and (b) an approximate schedule of progress payments that the Owner might expect from the Contractor.

Failure to submit the equipment and labor list and the billing schedule within the time specified may be cause for rejection of the bid.

**BID BOND**

Date Bond Executed \_\_\_\_\_ Principal \_\_\_\_\_ Surety \_\_\_\_\_  
\_\_\_\_\_ Sum of Bond \_\_\_\_\_ Date \_\_\_\_\_  
of Bid \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the Owner herein known as the obligee, in the sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated as shown above, for: NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal shall execute a contract as specified and give construction bond to be approved by the obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the principal, then this obligation shall be null and void. However, if said principal shall fail to execute a contract as specified and give full construction bond, approved by the obligee, within ten (10) days of being notified of award of contract, then this bond shall be forfeited in full to obligee.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
INDIVIDUAL OR PARTNERSHIP      Corporate Principal  
PRINCIPAL

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
By

\_\_\_\_\_  
Title





## **CONTRACTUAL DOCUMENTS**

CONSTRUCTION AGREEMENT

PERFORMANCE BOND

LABOR AND MATERIAL PAYMENT BOND

**EXHIBIT "A"**

Template Updated 08-21

**CONSTRUCTION AGREEMENT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, P.O. Box 1480, Park City, UT 84060, (hereinafter "City"), and \_\_\_\_\_, a \_\_\_\_\_ (Insert state of incorporation) \_\_\_\_\_ (insert either "corporation" or "limited liability company"), whose post office address is \_\_\_\_\_, (hereinafter "Contractor").

**PURPOSE:** For the project known as the (project name) (hereinafter "Project"), which consists of (brief description of work and address).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

**SECTION 1. SCOPE OF WORK.** Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, and the following additive alternates: \_\_\_\_\_, as specifically set out in the contract specifications, which is made a part hereof by reference, herein called the "Project."

The Project will be bound by the specifications referenced herein, according to the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, (collectively referred to as the "Contract Documents"), all of which are incorporated herein by reference and on file in the \_\_\_\_\_ Department. To the extent that this Construction Agreement (hereinafter "Contract" or "Agreement") conflicts in any way with a proposed form agreement which may have been submitted as part of the bid specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

**A. SUBCONTRACTORS.** No part of this Contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.

If written approval is granted to subcontract a part of this Contract, the Contractor shall require each subcontractor that physically performs services within Utah to submit an affidavit to the Contractor stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee.

The Contractor shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and material men who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

**B. STANDARDS OF WORKMANSHIP.** Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist, (for example, asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

**C. INSPECTION AND TESTING.** All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

**D. WARRANTY.** Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of at least one (1) year following the date of substantial completion of the Project under the terms of the performance bond or as provided in the project specifications and construction documents, whichever is longer.

**E. ADOPTED CODES.** All work shall be completed at a minimum in accordance with all building, electric and energy codes adopted by Park City.

**SECTION 2. PERFORMANCE AND PAYMENT BONDS.** Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract amount.

**SECTION 3. INSURANCE.** Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide Park City Municipal Corporation a Certificate of Insurance evidencing:

**A.** General Liability insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.

The Contractor shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

**B.** Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

**C.** Workers Compensation and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Contractor, its employees, agents and subcontractors.

**D.** Builder's Risk Insurance (Course of Construction) (at City's discretion)

Before starting the Work, Contractor shall obtain and maintain in force, at its own expense, Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage

form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Such coverage shall name Park City Municipal Corporation as an additional insured.

**E.** The general liability and auto liability insurance policies are to contain, or be endorsed to contain, the following provisions:

Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations and completed operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.

**F.** Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

**G.** The Contractor's insurance shall contain a clause stating that coverage 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.

**H.** For any claims related to this Construction Agreement, the Contractor's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS.** City shall pay Contractor a total sum not to exceed (**insert amount, in words**) (**\$ numerically**) ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the scope of work described in Section 1.

**SECTION 5. PERMITS AND FEES.** As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

**SECTION 6. TERMS OF PAYMENT.** The City shall pay for services provided hereunder according to and in an aggregate amount not to exceed the Contract Amount or as detailed in an attached payment schedule (if attached, will be **Attachment A**) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the

Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

**A. RETAINAGE.** The City may, in its sole discretion (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total Project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until one hundred five (105) days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his/her request a signed statement verifying all the suppliers, subcontractors, and other persons who have supplied labor or materials to the Project.

**B. FINAL PAYMENT.** Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

**SECTION 7. COMPLETION TIME.** The work on this Project shall commence within ten (10) days of receipt of the Notice to Proceed and shall be completed by **August 31, 2022**. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by change order, no damages shall become due to Contractor for City caused delay. A change order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or

willful interference by the City. The change order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars (\$100.00)**, \_\_\_\_\_ (**Contractor Initials**) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

**SECTION 8. ADDITIONAL WORK/CHANGE ORDERS.** The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the Contract price shall be determined by one (1) or more of the following methods in order of precedence listed below:

- A. An agreed lump sum; or in the event the parties cannot agree; then
- B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then
- C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including, but not limited to, payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

**SECTION 9. DISPUTES.** Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which are not disposed of by agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection

with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the Contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

**SECTION 10. DEFAULT, REMEDY AND TERMINATION.** The City may terminate this Agreement upon the occurrence of one or more of the following events:

- A. If Contractor or any subcontractor should substantially violate any of the provisions of this Agreement;
- B. If Contractor substantially fails to perform any part of this Agreement;
- C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy two (72) hours;
- D. If Contractor (1) shall become insolvent in a bankruptcy case; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. §101(11)), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing.

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the



expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed to for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefore within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 11. HOLD HARMLESS INDEMNIFICATION.** The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

**SECTION 12. CONTROLLING LAW AND ATTORNEY FEES AND COSTS.** These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah. If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

**SECTION 13. ASSIGNMENT.** The Contractor shall not assign nor transfer any interest in this Agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

**SECTION 14. SAFETY AND TRAFFIC CONTROL.** Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including, but not limited to, compliance with the Manual of Uniform Traffic Control Devices.

**SECTION 15. SAFETY AND PROTECTION OF THE WORK.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this section caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

**SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS.** In the event that any provision of this Agreement shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

**SECTION 17. ENTIRE AGREEMENT.** This Agreement represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or

agreements, either written or oral. This Agreement may be amended only by written modification signed by both parties.

**SECTION 18. COMMENCEMENT OF WORK.** Contractor will commence work as required by the specifications within ten (10) calendar days after receiving the Notice To Proceed.

**SECTION 19. UTILITIES.** The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments, and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

**SECTION 20. HOURS AND DAYS OF WORK.** All work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for special events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

- A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries.
- B. Construction of decks, patios, landscape walls less than four feet (4') in height, and fences on individual single-family lots.
- C. Non-mechanized exterior painting on individual single-family residences.
- D. Non-mechanized landscaping on individual single-family residences.
- E. Survey work not involving grading or use of power equipment to cut vegetation.

**Extended Hours Special Permit.** The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation, or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a special permit identifying the extended hours. Contractor shall display the special permit on site.

**Special Event Regulations.** The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to, the Art Festival, Film Festival, ski events, and holiday events.

**SECTION 21. CONSTRUCTION PLANS.** Contractor shall submit a Construction Mitigation Plan to be approved by the City Engineer or his/her designee, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the City Engineer or his/her designee:

**A. Hours and Days of Operation.** The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by special permit issued by the Building Official or the City Engineer.

**B. Parking.** The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department to review and approve a parking plan. The plan shall also include anticipated temporary parking, e.g., delivery vehicles, and large equipment parking.

**C. Deliveries.** The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, a common materials storage and staging site may be required.

**D. Construction Phasing.** Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the City Engineer or his/her designee, the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

**E. Trash Management and Recycling.** Construction sites shall provide adequate storage and a program for trash removal.

**F. Control of Dust and Mud on Streets.** A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

**G. Noise.** Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

**H. Grading and Excavation.** Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

**I. Construction Sign Requirements.** A sign indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed twelve (12) square feet in size, six (6') feet in height and shall not exceed a letter type of four inches (4"). Information on the sign shall include, at a minimum:

1. Name, address and phone number of Contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

## **SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.**

**A.** The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street, or to accumulate on the site outside of the container, or in transit to the landfill or dump. The owner or Contractor shall service the container as frequently as needed to prevent trash from over-flowing.

**B.** The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

**SECTION 23. OBEY LAWS.**

A. The Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

B. The Contractor shall register and participate in E-Verify, or an equivalent program. The Contractor agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.

**SECTION 24. NONDISCRIMINATION.**

Any Contractor that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

A. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.

B. In the performance of this Agreement, Contractor shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.

C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

**SECTION 25. THIRD PARTY RIGHTS.** Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**SECTION 26. PROJECT MANAGER/ENGINEER.** The Project Manager/Engineer for this Project is \_\_\_\_\_, or such other person designated by the City Engineer or Public Works Director to the Contractor orally or in writing.

**SECTION 27. PARTIES' REPRESENTATIVES.** For purposes of notice required or desired by the parties or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed certified mail, postage pre-paid, or sent by facsimile transmission, to the parties at the following addresses:

Contractor: \_\_\_\_\_, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above. Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this section.

**SECTION 28. SEVERABILITY.** Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

**SECTION 29. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

**SECTION 30. ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement on the day and year set out at the top of this Agreement.

**PARK CITY MUNICIPAL CORPORATION**, a  
Utah municipal corporation

\_\_\_\_\_  
Matt Dias, City Manager

ATTEST:

\_\_\_\_\_  
City Recorder's Office

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

**INSERT CONTRACTOR NAME**

Address:

Address:

City, State, Zip:

\_\_\_\_\_  
Utah Contractor License No.

Tax ID#: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

**THE CITY REQUIRES THE CONTRACTOR TO COMPLETE EITHER THE NOTARY  
BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.**



STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SUMMIT            )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ (*title or office*) of \_\_\_\_\_, a \_\_\_\_\_ corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Operating Agreement/Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ (title) for \_\_\_\_\_, a \_\_\_\_\_ corporation (or limited liability company).

\_\_\_\_\_  
Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.  
Signed on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, at  
\_\_\_\_\_ (insert State and County here).

Printed name \_\_\_\_\_

Signature: \_\_\_\_\_

## **PROCEDURAL DOCUMENTS**

NOTICE OF AWARD NOTICE TO PROCEED

CERTIFICATE OF SUBSTANTIAL COMPLETION

**NOTICE OF AWARD**

\_\_\_\_\_  
Contractors Name \_\_\_\_\_ Date  
\_\_\_\_\_ Address  
\_\_\_\_\_ City, State & Zip Code

Project Description:

\_\_\_\_\_

Contractor:

Park City Municipal Corporation has reviewed and considered all proposals submitted at the bid opening held Tuesday, April 19, 2022, at 1:05 PM for the construction of the above captioned project. It appears that your Proposal for performing the work outlined is fair, equitable and to the Owner's best interest, and your Proposal is hereby accepted at the unit bid price submitted in your bid.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Performance and Labor and Material Payment Bonds within ten (10) calendar days from and including the date of this notice. Two (2) complete copies of the Contract Documents are transmitted herewith for your use, together with two (2) copies each of the Agreement and Bond forms. Please execute and return all copies to us. Upon execution by the Owner, a full set of executed Contract Documents will be returned for your file.

In addition, you are requested to return with the above documents two (2) copies of certificates of insurance as specified in the Contract Documents. Your certificates must be accompanied by a letter from your insurance company stating that the insurance certified meets the requirements of the entire Contract Documents.

Yours truly,

\_\_\_\_\_  
Park City Municipal Corporation    Owner

By \_\_\_\_\_ Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE OF AWARD**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Title \_\_\_\_\_

**NOTICE TO PROCEED**

Contractors Name \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Address \_\_\_\_\_  
\_\_\_\_\_ City, State & Zip Code \_\_\_\_\_

Project Description:

\_\_\_\_\_

Contractor:

You are hereby authorized to proceed on this date, or within ten (10) calendar days hereafter with the construction of the above-captioned project. The date of \_\_\_\_\_, 2022 (10 days from the date of this notice), is herewith designated as the date on which the Contract Time commences.

Yours truly,

\_\_\_\_\_ Owner  
Park City Municipal Corporation

By \_\_\_\_\_ Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE TO PROCEED**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Title \_\_\_\_\_

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

\_\_\_\_\_  
Contractors Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip Code

Project Description:

\_\_\_\_\_

Contractor:

The construction performed under this Contract has been inspected by authorized representatives of the Owner, the Engineer and your firm, and the Project is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. This list May not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the work in accordance with the Contract Documents.

The date of substantial completion is the date upon which all guarantees, and warranties begin (unless otherwise specifically defined below).

Yours truly,

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
By

\_\_\_\_\_  
Title