

DOCUMENT 00 01 01 – TITLE PAGE

**For
CP0527 – HOMESTAKE ROAD STORM DRAIN
MARCH 14, 2024**



CITY ENGINEER -- JOHN ROBERTSON, P.E.

PARK CITY MUNICIPAL CORPORATION ("PCMC")
Park City, Utah

PROJECT MANUAL

FOR

CP0527 – HOMESTAKE ROAD STORM DRAIN

PREPARED BY

Park City Municipal Corporation
Engineering Division
P.O. Box 1480
445 Marsac Avenue
Park City, UT 84060

DOCUMENT 00 01 07 - SEALS PAGE

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Exhibit “A” - Park City Municipal Corporation Construction Agreement

END OF DOCUMENT

DOCUMENT 00 11 16 - INVITATION TO BID

PART 1 GENERAL

1.1 CONSTRUCTION AGREEMENT

A. Bidders are invited to bid on the Construction Agreement named and numbered as:

CP0527 – HOMESTAKE ROAD STORM DRAIN

B. All questions regarding this solicitation must be submitted directly through the U3P website by 3:00 P.M. local prevailing time on March 28, 2024. Questions or any other correspondence sent directly to PCMC staff will not receive a response.

C. For assistance on U3P issues, contact Stormie Dawn via email at stormie.dawn@parkcity.org.

1.2 DESCRIPTION OF WORK

A. The location of the work (“Work”) is:

Homestake Road between SR-224 (Park Avenue) and SR-248 (Kearns Boulevard).

B. Description of Work:

Install storm drain trunk line, manholes, inlets, and all other required materials required to connect the storm drain line to an existing line located in SR-248 (Kearns Boulevard).

1.3 BIDDERS' QUALIFICATIONS

A. To demonstrate Bidder’s qualifications to perform the Work, Bidder shall submit with its Bid: (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments and (b) the following additional information:

1. Evidence of Bidder’s authority to do business in the State of Utah as well as in the City of Park City, Utah including Tax ID number.
2. Bidder’s state or other contractor license number.
3. Evidence of three projects of similar work and cost.

B. A Bidder’s failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the contract.

C. No requirement to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder’s qualifications.

D. Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

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

1.4 BASIS OF BIDS

A. Bids shall be on a unit price basis. Unsealed or segregated Bids will not be accepted.

1.5 CONTRACT TIME

The Work will be **Substantially Complete by September 15, 2024.**

A. Provisions concerning contract time (“Contract Time”) are set forth in Section 7 of the Construction Agreement (Exhibit “A”).

1.6 EXAMINATION AND PROCUREMENT OF DOCUMENTS

A. Complete sets of contract documents (“Contract Documents”) may be examined and obtained from the Utah Public Procurement Place (“U3P”) (formerly “SciQuest”) website:

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>.

B. To ensure that notification of addenda is received, BIDDERS must register with the U3P website:

<https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>.

1.7 PRE-BID CONFERENCE

- A. A pre-bid conference will be held at **3:00 P.M. on Monday, March 25, 2024**, via MS TEAMS. A link to the meeting will be provided on U3P. All contractors intending to submit a bid are invited to attend to obtain relevant information concerning the project. Bidders are advised that information affecting drawings, specifications, conditions, scope of the Work, etc. may be discussed. Owner assumes no obligation to disclose information discussed at the pre-bid conference to Bidders who do not attend. Absent Bidders assume all risk of failure to attend.

1.8 BID SECURITY

- A. Bid security shall be furnished by a cashier's check or bid bond in the amount of five percent (5%) of the total bid price payable to Park City Municipal Corporation as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Construction Agreement, provide evidence of insurance, and furnish a satisfactory, faithful performance bond in the amount of one hundred percent (100%) of the total Bid price and a payment bond in the amount of one hundred percent (100%) of the total Bid price. A photocopy or facsimile transmission of bid security will not be accepted. Bid security will be returned to each unsuccessful Bidder after tabulation and award of the Construction Agreement.

1.9 BID LOCATION AND OPENING

- A. **Bids must be submitted by 3:00 P.M. local prevailing time on Thursday April 4, 2024, for:**

CP0527 – HOMESTAKE ROAD STORM DRAIN

- B. Bids received after 3:00 P.M. local prevailing time on Thursday April 4, 2024, will not be accepted.
- C. Electronic Bids must be submitted to Utah Public Procurement Place (U3P). Specific instructions will be found on U3P.
- D. **Bids will be publicly opened virtually online via MS TEAMS at 3:30 P.M., local prevailing time, on Thursday April 4th, 2024. A link will be provided on U3P.**

1.10 RIGHT TO REJECT BIDS

- A. Owner reserves the right to reject any or all Bids or to waive any informality or technical error in any Bid if Owner deems it to be in its best interest.

1.11 VALIDITY PERIOD FOR BIDS

- A. Bids shall remain valid for 45 days after the day of Bid opening. A Bidder who receives a Notice of Intent to Award and who withdraws his bid after Bid opening, but before expiration of said period, shall forfeit its bid security.

1.12 GOVERNING LAWS AND REGULATIONS

- A. This project does NOT require the payment of Davis-Bacon wage rates. Prompt payment and payroll submittals will NOT be required.
- B. Bidders on this Work will be subject to the applicable provisions of all federal, state, and local rules, laws, and regulations or orders.

1.13 AMERICANS WITH DISABILITIES (“ADA”)

- A. In compliance with the Americans with Disabilities Act (“ADA”), the following information is provided: Fax Number 435-658-8937, TDD Number 385-215-5322, Contact person: John Robertson, P.E. City Engineer, City Engineer's Office or by email at john.robertson@parkcity.org. If assistance is required, please contact the above office at least 72 hours before the bid opening.

1.14 REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES

A. A bid will not be accepted unless it contains the following representation:

THE BIDDER, OFFEROR, OR CONTRACTOR represents that it has not:

1. Provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity.
2. Retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business.
3. Knowingly breached any of the ethical standards set forth in Title 3 of the Park City Code; or
4. Knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in Title 3 of the Park City Code.

END OF DOCUMENT

DOCUMENT 00 21 13 - INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 DEFINED TERMS

- A. Terms used in the Bid Documents defined in Section 1.1 of the General Conditions will have the meanings indicated in the General Conditions.
- B. General Conditions: as published in Document 00 72 00 in the current edition of the Manual of Standard Specifications by the Utah Chapter of the American Public Works Association.
- C. Bidder: Bidder means a licensed contractor who submits a bid and furnishes a bid bond in response to the Invitation to Bid.
- D. Contractor: Contractor means a person who is awarded a contract through the procurement process.
- E. Engineer: Engineer means Horrocks Engineers.
- F. Owner: Owner means Park City Municipal Corporation.

1.2 COPIES OF BID DOCUMENTS

- A. Bidders must use complete sets of Bid Documents in preparing Bids. Owner and Engineer assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- B. Bid Documents are made available to Bidder only for the purpose of obtaining Bids on the Work. No license or grant for any other use is given.
- C. Bid Document copyrights shall remain with Owner.

1.3 STANDARDS AND SPECIFICATIONS

- A. All provisions of the current edition of the Manual of Standard Specifications and Manual of Standard Plans published by the Utah Chapter of the American Public Works Association and PCMC 2021 Supplemental Standards and Specifications that apply to the Work are made a part of the Contract Documents by reference. Those publications are available on the web at <http://utah.apwa.net> and <https://www.parkcity.org/departments/engineering-division>. Where provisions from the current edition of the Manual of Standard Specifications and Manual of Standard Plans conflict with these documents or the Construction Agreement, the following order of precedence will apply:
 - 1. Construction Agreement
 - 2. Bid Documents
 - 3. Project Specific Plans and Specifications
 - 4. Park City Supplemental Standard Plans and Specification
 - 5. APWA Manual of Standard Specifications and Manual of Standard Plans
 - 6. UDOT Standard Plans and Specifications

1.4 PRE-BID CONFERENCE

- A. Representatives of Owner and Engineer will be present at a pre-bid conference to discuss the Project. Bidders are invited to attend and participate in the conference. Engineer will transmit to all persons or agencies who have signed up to receive copies of the Bid Documents such Addenda as Engineer considers necessary in response to questions arising at the conference. The location and time of the conference are identified in the Invitation to Bid (Document 00 11 16).

1.5 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. In General:** Bidders are permitted to converse with Engineer or Engineer's personnel having knowledge of the Project, Plans, Specifications, material sites, or conditions generally prevailing in the area of the Project to aid in pre-bid investigations. Owner is not bound by any statements or representations made by Engineer or Engineer's personnel before the Bid opening or award of the Construction Agreement, nor for any assumptions or conclusions reached by a prospective Bidder as a result of such communication unless Engineer issues an Addendum to all prospective Bidders.
- B. Access to Site:** The lands upon which the Work is to be performed, and rights-of-way and easements for access thereto and other lands designated for use by Bidder in performing the Work are identified in the Contract Documents. All additional off-site lands and access thereto required for temporary construction facilities or storage of materials and equipment must be provided by Bidder.
- C. Contract Documents:** The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section 1.5; that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance and furnishing of the Work.
- D. Bidder's Obligations:** The submission of a Bid constitutes acknowledgement that Bidder has complied with all bidding instructions. It is the responsibility of each Bidder, before submitting a Bid, to:
1. Examine the Contract Documents thoroughly;
 2. Visit the site to become familiar with local conditions that may affect the cost, progress, performance, or furnishing of the Work;
 3. Consider federal, state, and local laws and regulations that may affect the cost, progress, performance, or furnishing of the Work;
 4. Study and carefully correlate Bidder's observations with the Contract Documents; and
 5. Identify and notify Engineer in writing of all specific conflicts, errors, or discrepancies in the Contract Documents, and of any doubts of Bidder about their meanings. The failure or omission of any Bidder to receive or examine any form, instrument, Addendum, or other document, visit the site and become acquainted with conditions there existing, or attend the pre-bid conference, shall in no way relieve any Bidder from obligations with respect to Bidder's Bid or to the Construction Agreement.
- E. Deviations from the Terms of the Contract Documents:** Owner will not accept any deviations whatsoever from the printed terms of the Contract Documents, except by Addendum or Change Order.

1.6 PHYSICAL CONDITIONS

- A. In General:** Before submitting a Bid, each Bidder is responsible for review of Owner's explorations, tests, and data concerning surface conditions, subsurface conditions, and underground facilities ("Underground Facilities") at or contiguous to the site, or otherwise, that may affect cost, progress, performance, or furnishing of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

- B. Underground Facilities: Information and data indicated in the Contract Documents regarding Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities. Owner does not assume responsibility for the accuracy or completeness thereof other than as provided in section 4.3(A)(2) of the General Conditions (Document 00 72 00) or unless expressly provided in the Modifications to the General Conditions (Document 00 73 10).
- C. Additional Explorations: On request in advance, and if possible, Owner will provide to each Bidder access to the site to conduct any explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall obtain permits, fill all holes, and clean up and restore the site to its former condition upon completion of such explorations. Bidder shall indemnify and save Owner harmless during and after the performance of additional explorations.
- D. Modifications to the Contract Documents: Provisions concerning the adequacy of the data furnished for subsurface structures and underground facilities and the possibility of changes in the documents due to differing conditions appear in Sections 4.2 and 4.3 of the General Conditions (Document 00 72 00).

PART 2 BIDDING PROCEDURES

2.1 INTERPRETATIONS AND ADDENDA

- A. All requests for interpretation of the Contract Documents shall be made in writing and delivered to Engineer **no later than seven calendar days before the Bid opening**. If required, Engineer will send a written interpretation to all persons receiving a set of Bid Documents in the form of a written Addendum. If Engineer doesn't respond to a Bidder's request for interpretation, Bidder shall not rely on any interpretation in the request that is contrary to the intent and terms of the Contract Documents.
- B. Owner will not be responsible for any explanations or interpretations, except those duly issued in the form of a written Addendum.
- C. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Engineer.
- D. Any Addendum so issued during the time of bidding shall be deemed to be included in the Bid. All Addenda shall become a part of the Contract Documents.
- E. Except to cancel the Bid opening, no Addendum shall be issued within 48 hours before the Bid opening.
- F. **ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION'S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRIES. ANY CHANGES TO PARK'S CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISIONS SHALL BE APPROVED IN PARK CITY'S SOLE DISCRETION.**

2.2 EQUIPMENT AND MATERIAL OPTIONS BEFORE OPENING

- A. If a Bidder or Supplier wishes to use items of equipment or materials other than those identified in the Contract Documents, Bidder or Supplier shall submit a written request for approval to Engineer at least ten days before the date set for the Bid opening.

- B. The procedure for submission of any such request shall be as follows: electronically submit 1) a written request and technical brochures and 2) a statement of variances. The statement of variances must list all features of the proposed substitution that differ from the Contract Documents and must further certify that the substitution has no other variant features. The brochure and information submitted must be clearly marked showing make, model, size, options, and any other features and must include sufficient evidence for Engineer to evaluate each feature listed as a variance. If after installing the substituted product, an unlisted variance is discovered, Contractor shall immediately replace the product with a specified product at no cost to Owner.
- C. Any approval of such a request by Engineer must be made no later than 48 hours before the Bid opening. Engineer's failure to approve by such time shall be deemed a denial of the request.
- D. Any such approval is at the sole discretion of Engineer and will be in the form of an Addendum, issued to all Bidders holding Bid Documents, indicating that the additional equipment or materials are approved as equal to those specified for the Project.

2.3 BID SECURITY

- A. **Delivery of Bid Security:** Bidders must deliver Bid security, in the form of either a Bid Bond or a cashier's check, to Owner at the time they deliver their Bid. If Bid Security is not delivered with the Bid, the Bid shall not be read.
- B. **Amount of Bid security:** The Bid security amount must equal at least five percent (5%) of the total amount of the Bid. The total amount of the Bid shall be the sum of all items of the Bid, constituting the maximum amount of the possible award to the Bidder.
- C. **Bid Bond:** If a Bid Bond is used, a photocopy or facsimile transmission of the Bond will not be accepted. The Bond shall guarantee that the Bidder, if awarded the Work, will promptly enter into the Construction Agreement to perform the Work in the manner required by the Contract Documents.
- D. **Cashier's Check:** If a cashier's check is used, the cashier's check must be made payable to Park City Municipal Corporation. A photocopy or facsimile transmission of the check will not be accepted. Personal or company checks will not be accepted.
- E. **Return of Bid Security:** Owner will return the Bid security to all Bidders by the earlier of 45 calendar days after the date of the Bid opening or 7 calendar days after the effective date of the Construction Agreement. The liability of Owner in regards to cashier's checks shall be limited only to the return of the checks.
- F. **Default:** If the Bidder fails, within the time limit described in section 3.6(A) of this Document 00 21 13, to enter into the Construction Agreement and to deliver to Owner a Performance Bond, Payment Bond, or any other Bonds or documents required by the Contract Documents after Notice of Intent to Award by Owner, the Bidder shall forfeit the amount of the Bid Bond or cashier's check as liquidated damages to Owner.

2.4 CONTRACT TIME

- A. Provisions concerning Contract Time are set forth in the Invitation to Bid.

2.5 LIQUIDATED DAMAGES

- A. Provisions concerning liquidated damages are set forth in the Standard Construction Agreement (Exhibit "A").

2.6 BID FORM

- A.** The Bid Form (Document 00 41 00) identifies all forms comprising the Bid Documents. Additional copies may be obtained from U3P.
- B.** All names must be typed or printed under or near the signature. The signature must be an original signature.
- C.** The Bid must contain an acknowledgment of receipt of all Addenda. The Addenda numbers must be filled in on the Bid Form.
- D.** The Bidder's address and telephone number for communications regarding the Bid must be shown on the first page of the Bid Form.
- E.** The Bidder shall make no stipulations or alterations on the Bid forms. The Bidder must use only the Bid Form and Bid Schedules found in the Contract Documents (unless updated forms are included in an addendum, in which case the Bidder shall use the updated forms).
- F.** Owner may waive any failure to comply with the requirements of this section 2.6 if Owner determines that such failure (1) is not material to the terms of Owner's Bid Documents and process and does not render the Bid non-compliant with laws and regulations pertaining to bidding; or (2) involves ministerial or minor informalities that are evident from the Bid Documents or that can be waived without prejudice to other Bidders and that do not have a substantial effect on price.

2.7 BID SCHEDULE

- A.** Any work or material that is specified in the Contract Documents or that is necessary because of the nature of the Work, but that is not listed separately in the Bid Schedule (Document 00 43 00), shall not be measured or paid for separately. The cost of such work or material shall be considered as included in the Contract Price.
- B.** All blanks on the Bid Schedule (Document 00 43 00) must be filled in. If applicable, furnish both the unit and the total costs for each item. Bid total shall be stated in figures and numbers. Any corrections, alterations or erasures made by the Bidder to the information the Bidder entered on the Bid Schedule shall be initialed in ink by the Bidder. Owner may waive any failure to comply with the requirements of this paragraph if Owner determines that such failure (1) is not material to the terms of Owner's Bid Documents and process and does not render the Bid non-compliant with laws and regulations pertaining to bidding; or (2) involves ministerial or minor informalities that are evident from the Bid Documents or that can be waived without prejudice to other Bidders and that do not have a substantial effect on price.

2.8 SUBMISSION OF BIDS

- A.** Bids must be submitted at the time and place indicated in the Invitation to Bid (Document 00 11 16).
- B.** Alternate bids, other than those called for in the Bid form, will not be considered.
- C.** No oral, telegraphic, telephonic, or modified bids will be considered. Owner will not consider any attempted modification of a Bid written or made on the outside of the envelope containing the Bid.

2.9 MODIFICATIONS AND WITHDRAWAL OF BIDS

- A.** At any time before the Bid opening, Bids may be modified or withdrawn if a written notice of the modification or withdrawal, as the case may be, is signed by Bidder and delivered to the place where Bids are to be submitted.

- B. Within two business days after Bids are opened, any Bidder may file written notice with Owner that there was a substantial mistake made in the preparation of its Bid. Bidder must thereafter promptly demonstrate Bidder's mistake to the reasonable satisfaction of Owner. If Owner agrees, Bidder may withdraw its Bid and the Bid security will be returned to Bidder.

2.10 OPENING OF BIDS

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

2.11 BIDS SUBJECT TO ACCEPTANCE FOR 45 DAYS

- A. Subject to section 2.3(E) of this Document 00 21 13, Bids remain subject to acceptance for 45 days after the day of the Bid opening. Owner may, in its sole discretion, release any Bid and return the Bid security before that date. Owner and Bidder may agree to extend the 45 day deadline.

2.12 NONDISCRIMINATION IN EMPLOYMENT

- A. Work under this Bid will obligate the Bidder and subcontractors not to discriminate in employment practices.
- B. Bidders must, if requested, submit a compliance report concerning employment practices and policies in order to maintain their eligibility to receive the award of the Construction Agreement.
- C. Equal opportunity employment shall be reflected in the racial and sexual composition of Bidder's work force and Owner urges an affirmative action program to overcome under-utilization.
- D. Bidders are advised that the Construction Agreement and its performance are subject to the applicable provisions of all laws and regulations. Bidder will be obligated, upon written request, to give all applicable assurances of compliance in connection therewith.

PART 3 AWARD OF CONSTRUCTION AGREEMENT

3.1 QUALIFICATIONS OF BIDDERS

- A. Within seven calendar days after Engineer's request, a Bidder whose Bid is under consideration for award shall submit to Engineer any of the following information requested by Engineer. Engineer may request like information regarding Bidder's subcontractors or Bidder's suppliers:
 1. A current financial statement for the Work (as provided to the bonding company);
 2. A chronological list of "completed" construction work done by Bidder during the last three years, including project name, address, owner, contract name, and current telephone number;
 3. Work Under Contract Report (Document 00 43 37);
 4. The proposed organizational structure for the project: firm ownership, project manager, progress scheduler, and Contractor's resident superintendent's ("Resident Superintendent") resume;
 5. Owned and rented equipment that is to be used to do the Work;
 6. Investigations, arbitrations, litigation, or claims that are pending, threatened, settled, or disposed of within the last three years;

7. Evidence of ability to perform and complete the Work in a manner and within the time limit specified. As a minimum, identify specific projects similar to the Work in physical size, cost, and commercial nature. If the work experiences of the project manager and Resident Superintendent designated to construct this project are different than that of Bidder, provide resumes of their work history. Include their actual project titles and indicate their actual responsibilities on each given project;
 8. Names of three projects of similar size and nature that the Resident Superintendent has completed. Include the name, address, and telephone number of the office contracting for each project;
 9. Such other data as may be called for in the Supplementary Instructions to Bidders (Document 00 22 13) (if any); and
 10. All key trade certifications associated with all bid items and Contract Documents.
- B.** Bidder must comply with Utah Code section 63G-2-309 when submitting confidential information.
- C.** Untimely response by Bidder will release Owner of any obligation to further negotiate or consider Bidder's Bid.

3.2 EVALUATION OF BIDS

- A.** Owner reserves the right: (1) to reject any and all Bids; (2) to waive minor informalities in the Bid Schedule and elsewhere so long as the informalities (a) are not material to Owner's Bid Documents and process and do not render the Bid non-compliant with laws and regulations pertaining to bidding or (b) involve ministerial or minor informalities that are evident from the Bid Documents or that can be waived without prejudice to other Bidders and that do not have a substantial effect on price; (3) to negotiate and agree to contract terms with the successful Bidder; and (4) to disregard non-conforming, non-responsive, unbalanced, or conditional Bids.
- B.** Owner reserves the right to reject any Bid if Owner believes that it would not be in the best interest of the Project or Owner to make an award to that Bidder. Such rejection may be because the Bid is non-responsive, or Bidder is unqualified or of doubtful ability, or Bidder's Resident Superintendent is unqualified or of doubtful ability, or the Bid or Bidder fails to meet any other pertinent standard or criteria established by Owner in the Supplementary Instructions to Bidders (Document 00 22 13).
- C.** Owner will consider the qualifications of Bidder and such alternates, prices, and other data as may be requested in the Bid Form (Document 00 41 00), Bid Schedule (Document 00 43 00), or written requests issued prior to Owner's Notice of Intent to Award the Construction Agreement. Owner will consider Bidder's compliance with the Park City Code. See Document 00 22 16 Supplementary Instructions to Bidders.
- D.** Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for portions of the Work as provided in the Proposed Subcontractor Form (Document 00 43 36).
- E.** Owner may consider the operating costs, maintenance requirements, performance data, and guarantees of materials and equipment when such data is required to be submitted prior to the Notice of Intent to Award the Construction Agreement.
- F.** To establish qualifications of Bidder, Owner may request such data indicated in section 3.1 of this Document 00 21 13 and conduct such investigations as Owner deems appropriate.

- G. If the Construction Agreement is to be awarded, it will be awarded to the most responsive and lowest, qualified, responsible Bidder as determined by Owner. Alternates may be accepted depending upon availability of Owner funds. Bid alternates will be considered in determining the most responsive, lowest, qualified, and responsible Bidder.
- H. Owner will evaluate Bid Schedules as follows:
 - 1. Owner will resolve discrepancies in the multiplication of quantities of Work items and unit prices in favor of the unit prices.
 - 2. Prices written out in words shall govern over prices written out in numbers.
 - 3. Owner will resolve discrepancies between the indicated sum of any column of figures and the correct sum thereof in favor of the correct sum.
 - 4. Bids shall not contain any recapitulations of or changes in the Work to be done.
 - 5. Owner may accept a Bid despite obvious errors in a Bid Schedule, such as a failure to include unit prices or a misplaced decimal point, as long as Owner reasonably can discern the intention of Bidder as to the amounts to be bid.
 - 6. Owner has determined that the health, safety, and general welfare of the citizens of Park City are reasonably furthered by Owner's procurement requirements.
- I. Owner reserves the right to review or audit any information provided by Bidder to make its evaluation. Bidder shall provide or furnish access to any necessary records or other information in order to permit Owner to verify Bidder's certifications. Bidder shall provide or furnish access to such records and information no later than three (3) business days after Owner issues a written request for the same.

3.3 SUBCONTRACTORS, SUPPLIERS AND OTHERS

- A. Bidder shall not subcontract more than fifty percent (50%) of the dollar value of the total contemplated Work (exclusive of the supply of materials and equipment to be incorporated in the Work) without Owner's written approval.
- B. Conflict of interest restrictions pertaining to subcontractors are described in section 6.5(H) of the General Conditions (Document 00 72 00).

3.4 CONTRACT SECURITY AND OTHER SUBMITTALS

- A. Performance Bond (Document 00 61 13) and Payment Bond (Document 00 61 14):** Owner's requirements as to Performance and Payment Bonds are as set forth in the Modifications to General Conditions (Document 00 73 10). Specific requirements are set forth in the Performance Bond (Document 00 61 13) and the Payment Bond (Document 00 61 14).
 - 1. Bidder should carefully examine the form of the Bonds.
 - 2. When the successful Bidder delivers the executed Construction Agreement to Owner, it must be accompanied by the required Performance and Payment Bonds (using Documents 00 61 13 and 00 61 14, respectively).
- B. Proposed Subcontractor Form (Document 00 43 36):** Bidder must provide this report form to Owner within 24 hours after Engineer's request. See Bid Form, section 1.5(B) (Document 00 41 00) for additional information. The form shall list the name and address of each subcontractor who will perform work or labor or render service to Bidder at the site of the Work, or a subcontractor who, off the job site, will specially fabricate a portion of the Work or improvement according to detail drawings. In each instance, the nature and extent of any Work to be subcontracted in an amount in excess of two percent (2%) of the Bid sum shall be described. Bidder must have the written consent of Owner to

substitute for any of the subcontractors or suppliers designated or to employ any subcontractor or supplier that is not listed.

C. Bidder Status Report (Document 00 43 38): Bidder must submit the completed form upon Engineer's request or after Bidder receives the Notice of Intent to Award.

D. Other Information: When a determination has been made to award the Construction Agreement, Bidder is required, before the award or after the award, or both, to furnish such other information as Engineer requests.

3.5 SIGNING OF AGREEMENT

A. After Owner gives Notice of Intent to Award the Construction Agreement to the successful Bidder, Bidder shall electronically sign and return the Construction Agreement and attached documents to Owner within ten days with the required Bonds; the Owner in its discretion may allow a longer period. A copy of the executed documents will be available to Bidder.

B. Transfers, delegations, or assignments of interests in the Contract Documents are prohibited, unless prior written authorization is received from Owner.

C. At and from the time of Bidding through the completion of the Work, Bidder shall be properly licensed to do the Work and shall be in compliance with the license laws of the State of Utah, Park City, and Summit County.

PART 4 MISCELLANEOUS

4.1 EQUIPMENT AND MATERIAL OPTIONS AFTER BID OPENING

A. The Construction Agreement, if awarded, will be on the basis of materials and equipment described in the Drawings, Specifications, and any Addenda.

B. The procedure for submitting an application for substitution after the effective date of the Construction Agreement is set forth in Section 6.4 of the General Conditions (Document 00 72 00).

END OF DOCUMENT

DOCUMENT 00 41 00 - BID FORM

PART 1 GENERAL

1.1 BIDDER

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

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

1.2 NOTICE

A. Pursuant to Section 58-55-501(8) of the Utah Code, it is unlawful to submit a bid for any work for which a license is required under Chapter 55 of Title 58 of the Utah Code, by a person or other business entity not licensed or excepted from licensure as a contractor under Chapter 55 of Title 58 of the Utah Code. Pursuant to Section 58-55-503(1) of the Utah Code, contracts for the Work may not be awarded to any person or other business entity that violates Sections 58-55-501(8) of the Utah Code, in submitting its Bid.

1.3 PROJECT NAME

CP0527 – HOMESTAKE ROAD STORM DRAIN

1.4 ADDENDA

A. Bidder hereby acknowledges receipt of the following Addenda.

- _____
(list Addenda numbers here)
- _____
(list Addenda numbers here)
- _____
(list Addenda numbers here)

1.5 SUBMITTALS

- A. Bid:**
 - 1. This Bid Form (Document 00 41 00).
 - 2. Bid Schedule (Document 00 43 00).
 - 3. Bid bond.
- B. Due diligence letter to Bidder:** If Bidder receives a due diligence letter from Owner after bid opening, Bidder must submit the following documents to Owner after Engineer’s request.
 - 1. Document 00 43 36: Proposed Subcontractor Form.
 - 2. Document 00 43 37: Work Under Contract Report.
 - 3. Document 00 43 38: Bidder Status Report.
 - 4. Other information requested and as defined in sections 3.1 and 3.4(D) of Document 00 21 13.

C. After Notice of Intent to Award: If Bidder receives a notice of intent to award the Contract from Owner after bid opening, Bidder must submit the following documents to Owner.

1. Construction Agreement.
2. Document 00 61 13: Performance Bond.
3. Document 00 61 14: Payment Bond.
4. Document 00 73 10: Applicable Insurance Certificate.

1.6 DEFINITIONS

- A. Bid Documents:** The Bid Documents consist of the Invitation to Bid, the Instructions to Bidders, any Supplementary Instructions to Bidders, this Bid form, any supplements (or post-bid supplements), the Bid Schedule, any data listed by and limited to the provisions in the Geotechnical Data Document, and the Bid Bond.
- B. Bid Bond:** AIA Document A310 as published by the American Institute of Architects, 1736 N. Y. Ave. N. W. Washington, D.C. 20006 or one substantially the same and acceptable to Owner.

PART 2 COVENANTS

2.1 BIDDER TO ENTER INTO AN AGREEMENT

- A. In General:** Bidder agrees, if this Bid is accepted, to enter into a Construction Agreement in the form of all documents listed in Exhibit "A" with Owner to perform and furnish all Work specified or indicated in the Contract Documents at the Contract Time and Contract Price.
- B. Bidder Accepts Terms and Conditions**
1. Bidder accepts all of the terms and conditions of the Bid Documents, including without limitation those dealing with the disposition of Bid security.
 2. Bidder must sign and submit the Construction Agreement with the Bonds and other documents required by the Construction Agreement within ten days (or such longer period of time that Owner in its discretion may allow) after the date of Owner's Notice of Intent to Award the Construction Agreement.

2.2 REPRESENTATION OF BIDDER

- A.** In submitting this Bid, Bidder represents, as more fully set forth in the Instructions to Bidders (Document 00 21 13), that:
1. **Nature of the Work:** Bidder has become familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 2. **Surface and Subsurface Conditions:** Bidder has carefully studied all reports and drawings of subsurface conditions and drawings of physical conditions that are identified in the Geotechnical Data (Document 00 31 32) (if any).
 3. **Underground Utilities:** Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site.
 4. **Bidder Investigation:** Bidder has correlated the results of all observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

- 5. Discrepancy Resolutions:** Bidder has given Engineer written notice of all conflicts, errors, or discrepancies that Bidder has discovered in the Contract Documents and acknowledges that all written resolutions thereof issued by Engineer before Bid opening are acceptable to Bidder.

2.3 OWNER'S RIGHTS AT BID AWARD

- A.** Bidder agrees that Owner has the right to reject this Bid or to award the Work or any part thereof to the undersigned at the prices stipulated. Bidder agrees to make no claim for damages for such rejection or award.
- B.** If the Bid is rejected, then the Bid security shall be returned to Bidder.
- C.** If the Bid is accepted, Owner shall notify Bidder of Owner's intent to award the Construction Agreement to Bidder. Bidder shall have ten days (or such longer period of time that Owner in its discretion may allow) to sign and return the Construction Agreement to Engineer. If Bidder fails to sign the Construction Agreement, the Bid security, at Owner's option, shall be claimed and cashed and the amount thereof paid to Owner as liquidated damages for the failure of Bidder to comply with the terms of the Bid.
- D.** Bidder agrees that the Bid may be rejected if the submittals listed in this Document or the Notice of Intent to Award are not submitted within the time listed in the Notice of Intent to Award (or described in section 2.3(C) hereof).

2.4 NON-COLLUSION; ETHICS

- A.** Bidder represents that the Bid is genuine. The Bid is not made in the interest of or on behalf of any undisclosed person, firm, or corporation.
- B.** Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C.** Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding.
- D.** Bidder has not sought by collusion to obtain for itself any other advantage over any separate Bidder or over Owner.
- E.** Bidder represents that it has not:
 - 1.** Provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity.
 - 2.** Retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business.
 - 3.** Knowingly breached any of the ethical standards set forth in Title 3 of the Park City Code; or
 - 4.** Knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in Title 3 of the Park City Code.

2.5 BID PRICING

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

2.6 SUBSTANTIAL COMPLETION, PROJECT COMPLETION, AND LIQUIDATED DAMAGES

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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Bidder executes this Bid and declares it to be in effect as of the _____ day of _____, 2024.

3.2 BIDDER'S SUBSCRIPTION

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

END OF DOCUMENT

BID SCHEDULE

PART 1 – GENERAL

1.01 BIDDER

- A. Name and Address _____
- B. Telephone Number _____
- C. Facsimile Number _____
- D. Tax Identification Number _____

- E. Bidder holds license number _____,
issued by the Utah State Department of Commerce, Occupational and
Professional Licensing Division, on the ____ day of _____,
2024.

Bidder is licensed to practice as a _____ contractor. License
renewal date is the ____ day of _____, 2024.

1.02 CONSTRUCTION CONTRACT

- A. Name of Project: HOMESTAKE ROAD – STORM DRAIN IMPROVEMENTS
- B. Project Number:

1.03 SCHEDULES TO BE ADDED TO THE AGREEMENT

- A. This Bid Schedule contains the schedules of prices which will be incorporated into the Agreement by reference.

1.04 BASIS OF AWARD

- A. Award of the contract, if it be awarded, shall be made to the lowest qualified, responsible, and responsive bidder subject to Park City's contract policy, and whose Bid complies with all of the requirements prescribed. The lowest overall cost to the project will be based on the Total Bid Amount of this Bid Schedule.

1.05 SCHEDULES OF PRICES

Base Bid Items				
Item No.	Classification of Unit Price Work	Quantity Unit	Unit Price	Amount
1	Mobilization and Demobilization	(1) Lump Sum	\$	\$
2	Traffic Control	(1) Lump Sum	\$	\$
3	Furnish and Install 12" Reinforced Concrete Pipe (RCP)	(4) Linear Feet	\$	\$
4	Furnish and Install 15" Reinforced Concrete Pipe (RCP)	(965) Linear Feet	\$	\$
5	Furnish and Install Single Grate Hooded Inlet, Capped and Buried per Details and Plan Notes	(7) Each	\$	\$
6	Furnish and Install 60" Storm Drain Manhole	(3) Each	\$	\$
7	Sawcut and Remove Existing Asphalt Over Storm Drain Trench	(210) Square Yards	\$	\$
8	Replace Asphalt Over New Storm Drain Line Trench	(210) Square Yards	\$	\$
9	SR-248 Storm Drain Connection	(1) Lump Sum Total	\$	\$
9A	Remove Existing Sidewalk	(650) square Feet	\$	\$
9B	Remove Existing Curb and Gutter	(160) Linear Feet	\$	\$
9C	Furnish and Install 15" Reinforced Concrete Pipe (RCP) (UDOT Spec)	(215) Linear Feet	\$	\$
9D	Furnish and Install Combination Box (Flipped with Manhole in Sidewalk)	(1) Each	\$	\$
9E	Connect to Existing Manhole (UDOT Spec)	(1) Lump Sum	\$	\$
9F	Repair Asphalt Pavement Along New Curb and Gutter (UDOT Spec)	(75) Square Yards	\$	\$

9G	Construct New Concrete Sidewalk	(960) Square Feet	\$	\$
9H	Construct Curb and Gutter	(160) Linear Feet	\$	\$
9I	Landscape Repair Along New and Reconstructed Sidewalk	(1) Lump Sum	\$	\$
9J	Reconstruct Existing Light Pole Junction Box In Place	(1) Lump Sum	\$	\$
9K	Reconstruct Existing Sidewalk and Pedestrian Ramps to Match Existing	(1) Lump Sum	\$	\$
10	Remove Existing Valley Gutter	(275) Linear Feet	\$	\$
11	Landscape Repair	(910) Square Feet	\$	\$
12	Excavation, Removal, and Disposal of Non-Contaminated Soils at Contractor Provided Site	(430) Tons	\$	\$
13	Construct New Asphalt Rolled Curb	(275) Linear Feet	\$	\$
14	Differing Site Conditions	(1) Lump Sum	\$ 50,000	\$ 50,000
Total Base Bid (In Figures)	\$			
(In Words)	\$			
Additive Bid Items				
1	Hauling and Disposal of Subsurface Contaminated Material (Coalville Site)	(430) Tons	\$	\$
2	Hauling and Disposal of Subsurface Contaminated Material (Tooele Site)	(430) Tons	\$	\$
3	Hauling and Disposal of Subsurface Contaminated Material (City Provided Site)	(430) Tons	\$	\$
4	Import of Material to Replace Exported Contaminated Soils	(430) Tons	\$	\$

Total Additive Bid (In Figures)	\$			
(In Words)	\$			
Alternate Bid Items				
1	Construct New Concrete Valley Gutter to Match Existing Type	(275) Linear Feet	\$	\$
Total Alternate Bid (In Figures)	\$			
(In Words)	\$			

* Approximate quantities are based on design layout assumptions; actual quantities may vary based on Contractor's means and methods. Items will only be paid for field measured quantities. Overrun of more than 10% of bid schedule quantities shall require pre-approval from the owner's representative. All overruns are subject to review and approval by the owner's representative prior to issuance of payment.

MEASUREMENT AND PAYMENT

1 A – GENERAL

A.2 DESCRIPTION

- A. This section defines the way the Lump Sum Prices, Unit Prices, and the Allowances listed in the Bid Schedule will be used to determine measurement and payment for all Work and describes the procedures required to be followed for monthly progress payments to the Contractor.
- B. Bid amounts will include all plant, equipment, tools, materials, labor, service, and all other items required to complete the Work included in the Agreement unless specifically excluded by this section. Work required for which no separate Bid item is identified will be considered as a subsidiary obligation of the Contractor, and the cost therefore shall be included in the most applicable Bid item. Bid amounts for each item will be the basis for development of budget values for activities included in The Bid Schedule. Adjustments to Allowance Bid Item amounts will be applied to the Contract Price when Work is completed, and actual Allowance item amounts are known.
- C. Payment for all items of the Bid Schedule shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including but not limited to all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Utah Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).
- D. All costs shall be included in the prices named in the Bid Schedule for the various items of Work. Except as otherwise provided herein, no separate payment will be made for any item that is not specifically set forth in the Bid Schedule.
- E. All estimated quantities stipulated in the Bid or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the Bids submitted for the Work. The actual amounts of Work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. Contractor agrees that he will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work performed and materials actually furnished and the estimated amounts thereof.
- F. The unit or lump sum item of work which involves excavation or trenching shall include all costs for such work. No direct payment shall be made for excavation or trenching. All

excavation and trenching shall be unclassified as to materials which may be encountered; in addition, trenches shall be unclassified as to depth.

- G. Monthly pay requests are due on the 25th of each month, and while pay requests will be accepted prior to this date, pay request processing will not begin until this date for purposes of meeting the Owner pay request processing obligations. Failure of the Contractor to submit its pay request by this day may be cause for the rejection of the pay request. If rejected, the Contractor may have to resubmit the pay request the next month. Should the submittal date fall on a holiday or weekend day during the month, then the Contractor shall consider the next working day as the due date.

A.3 MEASUREMENT AND PAYMENT

- A. BID SCHEDULE, Measurement and Payment to be as follows:

- 1. Bid Item 1 – Mobilization and Demobilization

- a. Method of Measurement: This item shall be measured on a LUMP SUM basis for mobilization and demobilization. The total cost for this item shall not exceed five percent (5%) of the total base bid price.
- b. Basis of Payment: Up to fifty percent (50%) of this item shall be paid with the first progress payment following startup of construction. The remainder shall be paid with the first progress payment following fifty percent (50%) completion of the project, as determined by the Owner and Engineer. Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to mobilize to a demobilize form the project site.
- c. Work included under this item shall be limited to the following:
 - 1) Moving on the site any equipment required for operations;
 - 2) Developing construction water supply;
 - 3) Providing on-site sanitary facilities and potable water facilities;
 - 4) Arranging for and erection of work and storage yard;
 - 5) Arranging for staging areas;
 - 6) Contractor and subcontractor insurance and bonds;
 - 7) Obtaining all required permits, licenses, and fees;
 - 8) Developing construction schedule; and

9) Project closeout and site cleanup.

2. Bid Item 2 – Traffic Control

- a. Method of Measurement: This item shall be measured on a LUMP SUM basis for traffic control.
- b. Basis of Payment: Payment for this item shall be made based on the proportion of the total bid item completed and included in the associated pay request. Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to develop and implement a traffic control plan in accordance with Owner requirements; maintain smooth vehicular and pedestrian traffic flow in the project area during construction, perform partial or complete road and sidewalk closures as allowed in the Contract Documents; provide, install, maintain and remove signage, electronic message boards, barriers, fencing, warning devices, flaggers, and public notification; cleaning of roads and sidewalks to maintain a clean condition with no accumulation of dirt, debris, or other foreign objects as required by the Contract Documents; inspection fees, and street cut permits. Payment includes coordination with UDOT and third party jurisdictions in obtaining any required permits, closure approvals, licenses and fees. Payment shall also include all materials, labor, equipment, tools and incidentals necessary to provide continuous, safe access to all business and residences adjacent to the project site.

3. Bid Item 3 – Furnish and install 12” Reinforced Concrete Pipe (RCP)

- a. Method of Measurement: This item shall be measured per LINEAR FOOT of full installed storm drain line including but not limited to trenching, excavation, temporary shoring of trench, pipe installation, pipe bedding, pipe backfill, fitting installation, and testing.
- b. Basis of Payment: Payment shall be made based on actual linear footage of pipe measured by the city or city representative. Payment shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to install the 12” RCP Storm Drain according to plans. Excavation and removal of soils (contaminated or otherwise shall also be included).

4. Bid Item 4 – Furnish and install 15” Reinforced Concrete Pipe (RCP)

- a. Method of Measurement: This item shall be measured per LINEAR FOOT of full installed storm drain line including but not limited to trenching, excavation, temporary shoring of trench, pipe installation, pipe bedding, pipe backfill, fitting installation, and testing.
- b. Basis of Payment: Payment shall be made based on actual linear footage of pipe measured by the city or city representative. Payment shall be full compensation for

furnishing all materials, labor, equipment, tools, and incidentals necessary to install the 15" RCP Storm Drain according to plans. Excavation and removal of soils (contaminated or otherwise shall also be included).

5. Bid Item 5 – Furnish and Install Single Grate Hooded Inlet, Capped and Buried Per Details and Plan Notes.
 - a. Method of Measurement: This item shall be measured on a per EACH inlet furnished and installed per applicable plans, details, and specifications including connections of adjacent pipes, fabrication to accommodate future tie ins, fabrication and placement of temporary lids, and marking final locations for future completion and tie ins.
 - b. Basis of Payment: Payment shall be made based on the portion of the total bid item completed for the associated partial payment application. No payment will be issued for partial inlet installation. Payment will be for all labor, equipment, materials, parts, and incidentals associated with the installation of the inlet. Excavation and removal of soils (contaminated or otherwise shall also be included).

6. Bid Item 6 – Furnish and Install 60" Storm Drain Manhole
 - a. Method of Measurement: This item shall be measured on a per EACH manhole furnished and installed per applicable plans, details, and specifications including connections of adjacent pipes, fabrication to accommodate future tie ins, fabrication and placement of temporary lids, and marking final locations for future completion and tie ins.
 - b. Basis of Payment: Payment shall be made based on the portion of the total bid item completed for the associated partial payment application. No payment will be issued for partial inlet installation. Payment will be for all labor, equipment, materials, parts, and incidentals associated with the installation of the inlet. Excavation and removal of soils (contaminated or otherwise shall also be included).

7. Bid Item 7 – Sawcut and Remove Existing Asphalt Over Storm Drain Trench.
 - a. Method of Measurement: This item shall be measured per square yard of asphalt removed to trench and install the storm drain per plans and details. The item shall include saw cutting, removal, and disposal of the asphalt removed.
 - b. Basis of Payment: Payment shall be made based on actual square yardage of asphalt measured by the city or city representative. Payment shall include full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item. Contractors means and methods are anticipated to directly influence square yardage of asphalt removed. As such, overruns of the bid

schedule quantity more than five percent (5%) shall require preapproval from the city or city's representative to receive payment.

8. Bid Item 8 – Replace Asphalt Over New Storm Drain Line Trench

- a. Method of Measurement: This item shall be measured on a per square yard basis. The width of the asphalt restoration area equals the width of excavation and is based on Contractor's means and methods. Contractor should assume that asphalt is approximately 6" depth. If actual depths are greater than 6", the contractor shall only be required to replace to a depth of 6". If the actual depth is less than 6" the contractor shall be required to replace the actual depth of the existing pavement.
- b. Basis of Payment: Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to install new asphalt pavement in disturbed areas per Contract Documents including all subsurface prep, existing asphalt edge prep, compaction, subbase, base, and hot-mix asphalt. Contractor's means and methods are anticipated to directly influence square yardage of asphalt removed. As such, overruns of the bid schedule quantity more than 5% shall require preapproval from the city or city's representative to receive payment.
- c. This Item also includes restoration of all disturbed pavement markings, striping, and signage, along with surface preparation, marking layout, protection of adjacent areas, protection of markings during curing process, and cleanup.

9. Bid Item 9 – SR-248 Storm Drain Connection

- a. Method of Measurement: This item shall be a lump sum total of the subsequent sub items from 9A to 9E. Bid Item 9 is meant to quantify the total of mentioned sub items for base bid and alternate bid comparison. Measurement will be completed through sub items below.
- b. Basis of Payment: No payment will be made for this item. All payment shall occur through sub items 9A to 9K.

9. Bid Item 9A – Remove Existing Sidewalk

- a. Method of Measurement: This item shall be measured on a per SQUARE FOOT basis for concrete sidewalk removed. Only sidewalk removed to place storm drain will be eligible for payment under this item. Any curb and gutter disturbed incidental to other work shall be repaired at the contractor's expense.
- b. Basis of Payment: Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to remove

sidewalk per Specs wherever disturbed. Such payment shall also cover saw cutting, removal, hauling, and disposal at a contractor supplied location.

9. Bid Item 9B – Remove Existing Curb and Gutter
 - a. Method of Measurement: This item shall be measured on a per LINEAR FOOT basis for curb and gutter removed. Only curb and gutter removed to place storm drain will be eligible for payment under this item. Any curb and gutter disturbed incidental to other work shall be repaired at the contractor's expense.
 - b. Basis of Payment: Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to remove concrete curb and gutter where disturbed. Such payment shall also cover saw cutting, removal, hauling, and disposal at a contractor supplied location.

9. Bid Item 9C – Furnish and Install 15" Reinforced Concrete Pipe (RCP) (UDOT Spec).
 - a. Method of Measurement: This item shall be measured per LINEAR FOOT of full installed storm drain line including but not limited to trenching, excavation, temporary shoring of trench, pipe installation, pipe bedding, pipe backfill, fitting installation, and testing per UDOT specifications and standard drawings.
 - b. Basis of Payment: Payment shall be made based on actual linear footage of pipe measured by the city or city representative. Payment shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to install the 15" RCP Storm Drain according to plans. Excavation and removal of soils (contaminated or otherwise shall also be included).

9. Bid Item 9D – Furnish and Install Combination Box (Flipped with Manhole in Sidewalk)
 - a. Method of Measurement: This item shall be measured on a per EACH Storm Drain Combination Box furnished and installed per applicable plans, details, and specifications including connections of adjacent pipes, fabrication to accommodate future tie ins, repair of adjacent curb and gutter and asphalt and all other associated work.
 - b. Basis of Payment: Payment shall be made based on the portion of the total bid item completed for the associated partial payment application. No payment will be issued for partial inlet installation. Payment will be for all labor, equipment, materials, parts, and incidentals associated with the installation of the inlet. Excavation and removal of soils (contaminated or otherwise shall also be included).

9. Bid Item 9E – Connect to Existing Manhole (UDOT Spec)

- a. Method of Measurement: This item shall be measured on a per LUMP SUM basis to connect the new storm drain line to the existing manhole in SR-248 per applicable UDOT plans, details, and specifications. Installation shall include all necessary materials and labor to connect to the existing manhole including removal of existing pipes, excavation, concrete work, grouting, pavement replacement, and repair or replacement of the existing manhole per UDOT standards.
 - b. Basis of Payment: Payment shall be made based on the portion of the total bid item completed for the associated partial payment application. No payment will be issued for partial connection or partial completion of the lump sum installation. Payment will be for all labor, equipment, materials, parts, and incidentals associated with the connection to the manhole.
9. Bid Item 9F – Repair Asphalt Pavement Along New Curb and Gutter (UDOT Spec).
- a. Method of Measurement: This item shall be measured on a per square yard basis. The width of the asphalt restoration area equals UDOT'S minimum width and is based on Contractor's means and methods. The Contractor shall be required to replace the asphalt per UDOT Specifications and Standard drawings to meet or exceed the existing cross section.
 - b. Basis of Payment: Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to install new asphalt pavement in disturbed areas per Contract Documents including all subsurface prep, existing asphalt edge prep, compaction, subbase, base, and hot-mix asphalt. Contractor's means and methods are anticipated to directly influence square yardage of asphalt removed. As such, overruns of the bid schedule quantity more than 5% shall require preapproval from the city or city's representative in order to receive payment.
 - c. This Item also includes restoration of all disturbed pavement markings, striping, and signage, along with surface preparation, marking layout, protection of adjacent areas, protection of markings during curing process, and cleanup.
9. Bid Item 9G – Construct New Concrete Sidewalk
- a. Method of Measurement: This item shall be measured on a per SQUARE FOOT basis for new concrete sidewalk per city standard drawings and plan details. Only areas shown in the plans for replacement will be eligible for payment under this item. Any areas disturbed incidental to other work shall be repaired at the contractor's expense.

- b. Basis of Payment: Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to install new concrete sidewalk. Such payment shall also cover grading, subgrade preparation, base materials, compaction, forming, placing and finishing of concrete including joints and tooled edges. Also includes finishing and tie ins of adjacent pavement and landscape areas.
9. Bid Item 9H – Construct New Curb and Gutter
- a. Method of Measurement: This item shall be measured on a per LINEAR FOOT basis for new high back curb and gutter to match existing type. Only areas shown in the plans for replacement will be eligible for payment under this item. Any areas disturbed incidental to other work shall be repaired at the contractor's expense.
 - b. Basis of Payment: Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to install new concrete valley gutter to match existing type per UDOT standards. Such payment shall also cover grading, subgrade preparation, base materials, compaction, forming, placing and finishing of concrete including joints and tooled edges. Also includes finishing and tie ins of adjacent pavement and landscape areas.
9. Bid Item 9I – Landscape Repair Along New and Reconstructed Sidewalk
- a. Method of Measurement: This item shall be measured on a LUMP SUM basis for restoration of all disturbed landscape areas. No payment will be made on this Bid Item until certificate of compliance per Park City Soil Ordinance Code Section 11-15-1 is obtained for the project.
 - b. Basis of Payment: Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to restore disturbed landscaping areas per plan notes. Payment of this item includes but is not limited to restoration of sod, irrigation systems, planter areas, shrubs, trees, bark, gravel, and any other disturbed site surface not covered by other bid items.
 - c. Modify Private Sprinkler Systems: this item shall include the proper relocation of private sprinklers as affected by the process of construction and as defined in the plans. Contractor will ensure that the new location of sprinkler head adequately covers the landscape area intended. Item shall include all labor, equipment and materials and disposal necessary for completion.
 - d. Such payment shall also be compensation in full for providing and placing import topsoil (6") over all excavated materials and disturbed landscaping due to constructions activities per the Park City Soil Ordinance.

9. Bid Item 9J – Reconstruct Existing Light Pole Junction Box in Place
 - a. Method of Measurement: This item shall be measured on a per LUMP SUM basis to reconstruct the existing light pole junction box in place and shall include all necessary work to relocate the junction box including all conduit, fittings, wiring and connections, junction boxes, excavation, disposals, and all associated items.
 - b. Basis of Payment: Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to relocate the junction box.

9. Bid Item 9K – Reconstruct Existing Sidewalk and Pedestrian Ramps to Match Existing
 - a. Method of Measurement: This item shall be measured on a per LUMP SUM basis to reconstruct the sidewalk, attached curb and gutter, and pedestrian ramps at each end of the alternate bid area to match existing conditions. Only areas shown in the plans for replacement will be eligible for payment under this item. Any areas disturbed incidental to other work shall be repaired at the contractor's expense.
 - b. Basis of Payment: Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to install new concrete sidewalk. Such payment shall also cover grading, subgrade preparation, base materials, compaction, forming, placing and finishing of concrete including joints and tooled edges. Also includes finishing and tie ins of adjacent pavement and landscape areas.

10. Bid Item 10 – Remove Existing Valley Gutter
 - a. Method of Measurement: This item shall be measured on a per LINEAR FOOT basis for concrete valley gutter removed. Only curb and gutter removed to place storm drain will be eligible for payment under this item. Any curb and gutter disturbed incidental to other work shall be repaired at the contractor's expense.
 - b. Basis of Payment: Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to remove concrete valley gutter per Specs wherever disturbed. Such payment shall also cover saw cutting, removal, hauling, and disposal at a contractor supplied location.

11. Bid Item 11 – Landscape Repair
 - a. Method of Measurement: This item shall be measured on a SQUARE FOOT basis for restoration of all disturbed landscape areas. No payment will be made on this

Bid Item until certificate of compliance per Park City Soil Ordinance Code Section 11-15-1 is obtained for the project.

- b. Basis of Payment: Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to restore disturbed landscaping areas per plan notes. Payment of this item includes but is not limited to restoration of sod, irrigation systems, planter areas, shrubs, trees, bark, gravel, and any other disturbed site surface not covered by other bid items.
 - c. Modify Private Sprinkler Systems: this item shall include the proper relocation of private sprinklers as affected by the process of construction and as defined in the plans. Contractor will ensure that the new location of sprinkler head adequately covers the landscape area intended. Item shall include all labor, equipment and materials and disposal necessary for completion.
 - d. Such payment shall also be compensation in full for providing and placing import topsoil (6") over all excavated materials and disturbed landscaping due to constructions activities per the Park City Soil Ordinance.
12. Bid Item 12 – Excavation, Removal and Disposal of Non-Contaminated Soils at Contractor Provided Site
- a. Method of Measurement: This item shall be measured on a per LINEAR FOOT basis for asphalt rolled curb. Only areas impacted to place storm drain will be eligible for payment under this item. Any areas disturbed incidental to other work shall be repaired at the contractors expense.
 - b. Basis of Payment: Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to install new asphalt rolled curb per plan details. Such payment shall also cover grading, subgrade preparation, base materials, compaction; forming, placing and finishing of asphalt and adjacent area pavement and landscape..
13. Bid Item 13 – Construct New Asphalt Rolled Curb
- a. Method of Measurement: This item shall be measured on a per LINEAR FOOT basis for asphalt rolled curb. Only areas impacted to place storm drain will be eligible for payment under this item. Any areas disturbed incidental to other work shall be repaired at the contractor's expense.
 - b. Basis of Payment: Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to install new asphalt rolled curb per plan details. Such payment shall also cover grading, subgrade preparation, base materials, compaction; forming, placing and finishing of asphalt and adjacent pavement and landscape areas.

14. Bid Item 13 – Differing Site Conditions

- a. Method of Measurement: This item is contingent upon unforeseen utility impacts or differing site conditions. The item shall cover all labor, materials, and equipment to handle unforeseen conditions.
- b. Basis of Payment: Payment for the item shall be made only through approved requests detailing the differing condition with justification for the use of this bid item.

ADDITIVE BID ITEMS

1. Additive Bid Item 1 – Hauling and Disposal of Subsurface Contaminated Material (Coalville Site)

- a. Method of Measurement: This item shall be measured on a per TON basis for contaminated soils hauled and disposed at sites in accordance with [Title 11, Chapter 15 of the Park City Code](#) (commonly referred to as the “Park City Soils Ordinance”) and an approved Soil Handling Plan.
- b. Basis of Payment: Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the item. Such payment shall also cover all trucking, stand-by trucking, tipping fees, off-haul of material, off-haul of tailings, identifying and sorting tailings, loading, hauling, placing in project embankments, covering and watering as needed for dust control, and any items needed to comply with Park City Soils Ordinance and Soil Handling Plan including material segregation requirements.
- c. This bid item may only be used when specifically approved by the Owner. Contractor shall submit load tickets for full and empty truck weight for any load to be considered eligible for payment under this bid item.
- d. Owner shall perform Toxicity Characteristic Leaching Procedure (TCLP) and screening tests.
- e. Contaminated material may only be disposed of at approved landfills which include:
 - 1) Clean Harbors Environmental Services, Inc., Chuck Lawrence lawrence.chuck@cleanharbors.com
 - 2) Richard McMullin, Special Waste Projects Manager, ECDC & Wasatch Regional Landfills, 801-253-1111, richardmcmullin@aol.com, rmcmullin@republicservices.com

- f. Owner reserves the right to contract directly with the landfills for disposal and trucking. Contractor will be responsible to coordinate with Owner the required trucking and schedule in this instance, and be responsible for loading trucks in a timely manner.
2. Additive Bid Item 2 – Hauling and Disposal of Subsurface Contaminated Material (Tooele Site)
- a. Method of Measurement: This item shall be measured on a per TON basis for contaminated soils hauled and disposed at sites in accordance with [Title 11, Chapter 15 of the Park City Code](#) (commonly referred to as the “Park City Soils Ordinance”) and an approved Soil Handling Plan.
 - b. Basis of Payment: Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the item. Such payment shall also cover all trucking, stand-by trucking, tipping fees, off-haul of material, off-haul of tailings, identifying and sorting tailings, loading, hauling, placing in project embankments, covering and watering as needed for dust control, and any items needed to comply with Park City Soils Ordinance and Soil Handling Plan including material segregation requirements.
 - c. This bid item may only be used when specifically approved by the Owner. Contractor shall submit load tickets for full and empty truck weight for any load to be considered eligible for payment under this bid item.
 - d. Owner shall perform Toxicity Characteristic Leaching Procedure (TCLP) and screening tests.
 - e. Contaminated material may only be disposed of at approved landfills which include:
 - 1) Clean Harbors Environmental Services, Inc., Chuck Lawrence lawrence.chuck@cleanharbors.com
 - 2) Richard McMullin, Special Waste Projects Manager, ECDC & Wasatch Regional Landfills, 801-253-1111, richardmcmullin@aol.com, rmcmullin@republicservices.com
 - f. Owner reserves the right to contract directly with the landfills for disposal and trucking. Contractor will be responsible to coordinate with Owner the required trucking and schedule in this instance, and be responsible for loading trucks in a timely manner.
3. Additive Bid Item 3 – Hauling and Disposal of Subsurface Contaminated Material (City Provided Site)

- a. Method of Measurement: This item shall be measured on a per TON basis for contaminated soils hauled and disposed at sites in accordance with [Title 11, Chapter 15 of the Park City Code](#) (commonly referred to as the “Park City Soils Ordinance”) and an approved Soil Handling Plan.
 - b. Basis of Payment: Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the item. Such payment shall also cover all trucking, stand-by trucking, tipping fees, off-haul of material, off-haul of tailings, identifying and sorting tailings, loading, hauling, placing in project embankments, covering and watering as needed for dust control, and any items needed to comply with Park City Soils Ordinance and Soil Handling Plan including material segregation requirements.
 - c. This bid item may only be used when specifically approved by the Owner. Contractor shall submit load tickets for full and empty truck weight for any load to be considered eligible for payment under this bid item.
 - d. Owner shall perform Toxicity Characteristic Leaching Procedure (TCLP) and screening tests.
 - e. Contaminated material may only be disposed of at approved landfills which include:
 - 1) Clean Harbors Environmental Services, Inc., Chuck Lawrence lawrence.chuck@cleanharbors.com
 - 2) Richard McMullin, Special Waste Projects Manager, ECDC & Wasatch Regional Landfills, 801-253-1111, richardmcmullin@aol.com, rmcmullin@republicservices.com
 - f. Owner reserves the right to contract directly with the landfills for disposal and trucking. Contractor will be responsible to coordinate with Owner the required trucking and schedule in this instance, and be responsible for loading trucks in a timely manner.
4. Additive Bid Item 4 – Import of Material to Replace Exported Contaminated Soils
- a. Method of Measurement: This item shall be measured on a per TON basis for replacement of soils removed due to contaminated soils.
 - b. Basis of Payment: Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete the item. Such payment shall also cover all trucking, stand-by trucking, loading, hauling, placing in project embankments, covering and watering as needed for dust control, and any items needed to comply with Title 11, Chapter 15 of the

Park City Code (commonly referred to as the “Park City Soils Ordinance”) and Soil Handling Plan including material segregation requirements.

- c. This bid item may only be used when specifically approved by the Owner. Contractor shall submit load tickets for full and empty truck weight for any load to be considered eligible for payment under this bid item.
- d. Import material under this bid item does not include asphalt, bedding material, topsoil, or other materials included in other bid items. Import material must be approved by the Owner prior to use.

ALTERNATE BID ITEMS

- 1. Alternate Bid Item 1 – Construct New Concrete Valley Gutter to Match Existing Type.
 - a. Method of Measurement: This item shall be measured on a per LINEAR FOOT basis for concrete valley gutter. Only areas impacted to place storm drain will be eligible for payment under this item. Any areas disturbed incidental to other work shall be repaired at the contractor’s expense.
 - b. Basis of Payment: Payment for this item shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to install new concrete valley gutter to match existing type and flow line per plan details. Such payment shall also cover grading, subgrade preparation, base materials, compaction, forming, placing and finishing of concrete including joints and tooled edges. Also includes finishing and tie ins of adjacent pavement and landscape areas.

- END OF SECTION -

DOCUMENT 00 43 36 - PROPOSED SUBCONTRACTOR FORM

PART 1 GENERAL

1.1 BIDDER

- A. Name: _____
- B. Address: _____
- C. Telephone Number: _____

1.2 CONSTRUCTION AGREEMENT

CP0527 – HOMESTAKE ROAD STORM DRAIN

PART 2 REPORT

2.1 SUBCONTRACTOR AND SUPPLIER REPORT

- A. Failure of Bidder to specify a subcontractor for any portion of the Work constitutes an agreement by Bidder that Bidder is fully qualified to perform that portion and that Bidder shall perform that portion. See Instructions to Bidders (Document 00 21 13, section 3.4(B)) for additional information concerning the subcontractors and the nature and extent of any Work that must be listed on this form.
- B. Bidder will be fully responsible to Owner for the acts and omissions of subcontractors and suppliers and of persons either directly or indirectly employed by them, as Bidder is for the acts and omissions of persons employed by Bidder directly.
- C. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor or supplier and Owner. Bidder agrees that each subcontract with Bidder's subcontractor will disclaim any third party or direct relationship between Owner and any subcontractor or supplier.
- D. The names and addresses of the subcontractors and suppliers who will work under the terms of the Contract Documents and the estimated dollar amount of each subcontract, as appropriate, are set forth in the following tables.

SUBCONTRACTORS		
Name	Nature and Extent of Work to be Subcontracted	Amount
1.		
2.		
3.		
Total \$ _____		
Percent of Total Contract _____%		
SUPPLIERS		
Name	Nature and Extent of Work to be Subcontracted	Amount
1.		
2.		
3.		
4.		

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. Bidder executes this Subcontractor and Supplier report and declares it to be a supplement to the Bid (Document 00 41 00) and in effect as of _____, 2024.

3.2 BIDDER'S SUBSCRIPTION

A. Bidder's signature: _____

B. Please print Bidder's name here: _____

C. Title: _____

END OF DOCUMENT

DOCUMENT 00 43 37 - WORK UNDER CONTRACT REPORT

PART 1 GENERAL

1.1 BIDDER

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

- C. Telephone Number: _____

1.2 CONSTRUCTION AGREEMENT

CP0527 – HOMESTAKE ROAD STORM DRAIN

PART 2 REPORT

2.1 STATUS OF WORK UNDER CONTRACT

- A. The completion and submission to Owner of the following table by Bidder is required within seven calendar days after Engineer's request per section 3.1 of the Instructions to Bidders (Document 00 21 13). Owner may declare Bidder non-responsive if this report is not submitted on time.
- B. The successful Bidder is required to notify Owner in writing of any new contracts awarded before the execution of the Construction Agreement.

STATUS OF WORK UNDER CONTRACT

	Description of Contract And for Whom Performed	Date of Award	Amount of Contract	Contract Completion Date	Percent Complete	Scheduled Completion Date	Dollar Amount Outstanding
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Total of Dollar Amount Outstanding \$ _____

Contractor's Bid for this Project \$ _____

TOTAL \$ _____

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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. Bidder executes this Work Under Contract Report and declares it to be a supplement to the Bid (Document 00 41 00) and in effect as of _____, 2024.

3.2 BIDDER'S SUBSCRIPTION

A. Bidder's signature: _____

B. Please print Bidder's name here: _____

C. Title: _____

END OF DOCUMENT

DOCUMENT 00 43 38 - BIDDER STATUS REPORT

PART 1 GENERAL

1.1 BIDDER

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

1.2 CONSTRUCTION AGREEMENT

CP0527 – HOMESTAKE ROAD STORM DRAIN

PART 2 REPORT

2.1 BIDDER STATUS REPORT

A. Bidder affirms that the following information is true and correct.

1. Number of employees: _____
2. Bidder's firm is: (check all of the following that are applicable)

Independently owned and operated.

An affiliate of*

A subsidiary of*

A division of*

A business with gross revenue in excess of \$ _____

A business with gross revenue below \$ _____

* PARENT COMPANY:

Name: _____

Address: _____

Telephone Number: _____

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. Bidder executes this status report and declares it to be a supplement to the Bid Form (Document 00 41 00) and in effect as of _____, 2024.

B. BIDDER'S SUBSCRIPTION

1. Bidder's Signature: _____
2. Please print Bidder's name here: _____
3. Title: _____

END OF DOCUMENT

DOCUMENT 00 61 13 - PERFORMANCE BOND

PART 1 GENERAL

1.1 BOND

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

1.2 SURETY

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

1.3 Contractor

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

1.4 Owner

- A. Park City Municipal Corporation, a Utah municipal corporation, P.O. Box 1480, Park City, Utah 84060.

1.5 CONSTRUCTION AGREEMENT

1.6 DEFINED TERMS

- A. Terms used in this Performance Bond will have the meanings indicated in Section 1.1 of the General Conditions published in Document 00 72 00 in the current edition of the Manual of Standard Specifications by the Utah Chapter of the American Public Works Association.

PART 2 COVENANTS

2.1 SURETY'S AND CONTRACTOR'S RELATIONSHIP

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

2.2 NOTICE

- A. Notice to the Surety, the Owner, or the Contractor shall be sent by registered or certified mail, postage prepaid, by hand delivery, or by overnight delivery service for which a delivery receipt is required, to the address shown on this Bond.
- B. Notices sent as provided in Section 2.2(A) shall be effective on the date on which such notice was sent.
- C. If the time for response to any notice expires on a Saturday, Sunday, or a legal holiday in the State of Utah, the time shall be extended to the next business day.

2.3 PROCEDURE TO INVOKE SURETY'S OBLIGATION

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

2.4 SURETY'S OPTIONS AT CONTRACTOR TERMINATION

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

2.5 PROCEDURE FOR OWNER TO DECLARE SURETY IN DEFAULT

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

2.6 SURETY'S OBLIGATIONS

- A.** After the Owner has terminated the Contractor's right to complete its obligations under the Construction Agreement, and if the Surety elects to complete the Work under the Construction Agreement as provided in Section 2.4, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Agreement.
- B.** To the limit of the amount of this Bond, but subject to a commitment by the Owner to pay all valid and proper payments made to or on behalf of the Contractor under the Construction Agreement, the Surety is obligated, without duplication, for:
 - 1.** The responsibilities of the Contractor for correction of defective work and completion of the Work under the Construction Agreement;
 - 2.** Any additional legal, design professional, and delay costs resulting from the Contractor's default, and resulting from the actions or failure to act of the Surety under Section 2.4; and
 - 3.** Liquidated damages that are or may become due for any reason.

2.7 UNRELATED OBLIGATIONS OF THE CONTRACTOR

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

2.8 SURETY WAIVES NOTICE OF ANY CHANGE

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

2.9 VENUE

- A.** Any suit or action commenced by the Owner under this Bond shall be in a court of competent jurisdiction in Summit County, Utah.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. The Surety and the Contractor executed this Bond and declared it to be in effect as of the _____ day of _____, 2024.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. Name of organization: _____

B. Type of organization: _____

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

C. Contractor's signature: _____

D. Print name here: _____

E. Title: _____

F. Business Entity Acknowledgement:

STATE OF UTAH)

: ss.

COUNTY OF)

The foregoing performance bond was acknowledged before me this _____ day of _____, 2024, by _____, the

[Name of signer]

_____ of _____, a _____
[Title of signer] [Name of entity] [State]

[State where organized and type of entity]

NOTARY PUBLIC, residing in

G. Individual Acknowledgement:

STATE OF UTAH)
 : ss.
COUNTY OF)

The foregoing performance bond was acknowledged before me this _____ day of _____
_____, 2024, by _____, an individual.

NOTARY PUBLIC, residing in

PART 4 Signature Authority

4.1 At the request of Owner, Contractor shall submit to Owner evidence satisfactory to Owner that shows that the person executing this Bond has the required authority to execute this Bond. For a corporation such evidence will be in the bylaws or a resolution of the board of directors. For a limited liability company such evidence will be in the operating agreement.

4.2 SURETY'S SUBSCRIPTION AND ACKNOWLEDGMENT

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

STATE OF UTAH)

:

COUNTY OF)

The foregoing performance bond was acknowledged before me this __ day of _____

_____, 2024, by _____, the
(Name of signee)

_____ of _____,
(Title of signee) (Name of entity)

a _____.
(State where organized and type of entity)

NOTARY PUBLIC, residing in:

My Commission Expires:

END OF DOCUMENT

DOCUMENT 00 61 14 - PAYMENT BOND

PART 1 GENERAL

1.1 BOND

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

1.2 SURETY

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

- C. Telephone number: _____

1.3 Contractor

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

- C. Telephone number: _____.

1.4 Owner

- A. Park City Municipal Corporation (“PCMC”), a Utah municipal corporation, P.O. Box 1480, Park City, Utah 84060

1.5 CONSTRUCTION AGREEMENT

CP0527 – HOMESTAKE ROAD STORM DRAIN

1.6 DEFINED TERMS

- A. Terms used in this Performance Bond will have the meanings indicated in Section 1.1 of the General Conditions published in Document 00 72 00 in the current edition of the Manual of Standard Specifications by the Utah Chapter of the American Public Works Association.

PART 2 COVENANTS

2.1 SURETY's AND CONTRACTOR's RELATIONSHIP

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

2.2 NOTICE

- A.** Notice to the Surety, the Owner, or the Contractor shall be sent by registered or certified mail, postage prepaid, by hand delivery, or by overnight delivery service for which a delivery receipt is required, to the address shown on this Bond.
- B.** Notices sent as provided in Section 2.2(A) shall be effective on the date on which such notice was sent.
- C.** If any notice requires a period of less than seven days for response, the notice shall be sent by overnight delivery.
- D.** If the time for response to any notice expires on a Saturday, Sunday, or a legal holiday in the State of Utah, the time shall be extended to the next business day.

2.3 CONDITIONS OF SURETY'S LIABILITY

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

2.4 PROCEDURE TO INVOKE SURETY'S OBLIGATION

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

2.5 SURETY'S OPTION TO SETTLE CLAIMS

- A.** When the Claimant has satisfied the conditions of Section 2.4, the Surety shall promptly and at the Surety's expense take the following actions:

1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
2. Pay or arrange for payment of any undisputed amounts.

2.6 SURETY'S OBLIGATION

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

2.7 UNRELATED OBLIGATIONS OF THE CONTRACTOR

- A. The Surety and the Owner shall not be liable to Claimants or others for obligations of the Contractor that are unrelated to the Construction Agreement.
- B. The Owner shall not be liable for payment of any damages, costs, or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

2.8 SURETY WAIVES NOTICE OF ANY CHANGE

- A. Surety hereby waives notice of any change to the Construction Agreement including changes of contract time, contract price, and scope of Work, or to related subcontracts, purchase orders, or other obligations.

2.9 VENUE

- A. Any suit or action commenced by a Claimant under this Bond shall be in a court of competent jurisdiction in Summit County, Utah.

2.10 COPIES OF THIS BOND

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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. The Surety and the Contractor executed this Bond and declared it to be in effect as of the _____ day of _____, 2024.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. Name of organization: _____

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

C. Contractor's signature: _____

D. Please print name here: _____

E. Title: _____

F. Business Entity Acknowledgement:

STATE OF UTAH _____)

: ss.

COUNTY OF _____)

The foregoing payment bond was acknowledged before me this _____ day of

_____, 20____, by _____, the
[Name of signer]

_____ of _____, a _____
[Title of signer] [Name of entity] [State]

[State where organized and type of entity]

NOTARY PUBLIC, residing in

PART 4 INDIVIDUAL ACKNOWLEDGEMENT:

STATE OF UTAH _____)

: ss.

COUNTY OF _____)

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

NOTARY PUBLIC, residing in

My Commission Expires

PART 5 SIGNATURE AUTHORITY

5.1 At the request of Owner, Contractor shall submit to Owner evidence satisfactory to Owner that shows that the person executing this Bond has the required authority to execute this Bond. For a corporation such evidence will be in the bylaws or a resolution of the board of directors. For a limited liability company such evidence will be in the operating agreement.

5.2 SURETY'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. Attach evidence of Surety's corporate authority to sign.

B. Surety's signature: _____

C. Print name here: _____

D. Title: _____

E. Acknowledgment:

STATE OF UTAH)

:

COUNTY OF _____)

The foregoing payment bond was acknowledged before me this __ day of _____

_____, 20__ by _____, the
(Name of signee)

_____ of _____,
(Title of signee) (Name of entity)

a _____.
(State where organized and type of entity)

NOTARY PUBLIC, residing in:

My Commission Expires:

END OF DOCUMENT

DOCUMENT 00 62 11 - SUBMITTAL TRANSMITTAL FORM

PART 1 GENERAL

1.1 SUMMARY

- A. Form is self-transmittal. Letter of transmittal is not required.
- B. Submittals requiring expeditious handling must be submitted individually on Submittal Transmittal Form.
- C. Engineer's review of submittals does not release or relieve Contractor from complying with all requirements of the Contract Documents.

1.2 ENGINEER'S STAMP

- A. Form of the Engineer's stamp is as follows:

<u>SUBMITTAL REVIEW</u>	
<input type="checkbox"/> NO EXCEPTIONS TAKEN	<input type="checkbox"/> REJECTED
<input type="checkbox"/> MAKE CORRECTIONS NOTED	<input type="checkbox"/> RESUBMIT
<input type="checkbox"/> SUBMIT SPECIFIED ITEM	<input type="checkbox"/> DO NOT RESUBMIT
<p>This review is for general conformance with the design concepts of the Work and general compliance with the Contract Documents and does not constitute an approval or variance. Corrections or comments, or the failure to make them, on this review does not relieve the Contractor from full contract compliance.</p> <p>The Contractor is responsible for compliance with all contract provisions, dimensions, sizes, capacities, fabrication and construction techniques, installation, coordinating work with others, and performing the Work in a safe and satisfactory manner.</p> <p>Date: _____ By: _____</p> <p style="text-align: center;">PARK CITY ENGINEERING</p>	

- B. Meaning of Engineer's stamp:
 1. No Exceptions Taken: Submittals have been reviewed and no corrections were noted.
 2. Make Corrections Noted: Submittals that have only minor discrepancies. Resubmission will not be required unless the stamp is marked "Resubmit".
 3. Submit Specified Item: Submittals that are incomplete or require more than minor corrections will be annotated to indicate necessary corrections. Resubmit the part of the submittal showing the corrections.
 4. Rejected: Submittals that are fundamentally in error, cover wrong equipment or construction, or require extensive corrections.
 5. Resubmit: Submittals that require resubmission. Make corrections required, note any changes by dating the revisions to correspond with the change require date, and resubmit the corrected material.
 6. Do Not Resubmit: Submittals that are not necessary to resubmit.

SUBMITTAL TRANSMITTAL FORM	DATE	<input type="checkbox"/> NEW SUBMITTAL <input type="checkbox"/> RESUBMITTAL
-----------------------------------	------	--

Section I	REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (This section will be initiated by the Contractor)
------------------	--

TO	FROM	TRANSMITTAL No.
		PREVIOUS TRANSMITTAL No.

SPECIFICATION SECTION NUMBER (See instructions)	CONTRACT TITLE	CONTRACT No.
---	----------------	--------------

SUBMITTAL ITEM No.	DESCRIPTION OF ITEM SUBMITTED (Type, size, model number, etc.)	SAMPLE OR CERTIFICATE (See instructions)	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		VARIATION (See instructions)	Engineer REVIEW CODE (See instructions)
				SPEC. PARA. No.	DRAWING SHEET No.		
a.	b.	c.	d.	e.	f.	g.	h.

REMARKS	I certify that the above submitted items have been reviewed in detail and are correct and conform with the contract Drawings and specifications except as otherwise noted. <hr style="width: 80%; margin-left: auto; margin-right: 0;"/> NAME AND SIGNATURE OF CONTRACTOR
----------------	--

Section II	OWNER'S ACTION This section will be completed by the Engineer)
-------------------	--

ENCLOSURES RETURNED (List by Item No.)	SIGNATURE OF REVIEWING AGENT	DATE
--	------------------------------	------

SUBMITTAL TRANSMITTAL FORM	DATE	<input type="checkbox"/> NEW SUBMITTAL <input type="checkbox"/> RESUBMITTAL
-----------------------------------	------	--

Section I	REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (This section will be initiated by the Contractor)
------------------	--

TO	FROM	TRANSMITTAL No.
		PREVIOUS TRANSMITTAL No.

SPECIFICATION SECTION NUMBER (See instructions)	CONTRACT TITLE	CONTRACT No.
---	----------------	--------------

SUBMITTAL ITEM No. a.	DESCRIPTION OF ITEM SUBMITTED (Type, size, model number, etc.) b.	SAMPLE OR CERTIFICATE (See instructions) c.	NO. OF COPIES d.	CONTRACT REFERENCE DOCUMENT		VARIATION (See instructions) g.	Engineer REVIEW CODE (See instructions) h.
				SPEC. PARA. No. e.	DRAWING SHEET No. f.		

FORM 00 62 11.1 (Read Instructions on the reverse side prior to initiating this form)

INSTRUCTIONS

1. TRANSMITTAL No: Number each transmittal consecutively in the space entitled “Transmittal No.”. This number will identify each submittal.
2. PREVIOUS TRANSMITTAL No: Mark the box for re-submittal and insert the transmittal number of last submission as well as the new submittal number in the spaces provided. Each re-submittal will become a new transmittal.
3. SPECIFICATION SECTION NUMBER: Cover only one specification section with each transmittal.
4. Column “a”: For each entry on this form, the “SUBMITTAL ITEM No.” will be the same SUBMITTAL ITEM No. indicated on the Submittal Register (Form 01 33 00).
5. Column “c”: When a sample of material or Manufacturer’s Certificate of Compliance is transmitted, indicate “Sample” or “Certificate”.
6. Column “g”: Contractor will place a check mark in the “Variation” column when a submittal is not in accordance with the plans and specifications – also, a written statement to that effect shall be included in the space provided for “Remarks” or on a separate page.
7. Column “h” For each item reviewed, Engineer shall assign action codes as follows:

- A. No Exceptions Taken.
- B. Make Corrections Noted. Re-submission not required.
- C. Submit Specified Item.
- D. Rejected.
- E. Re-submit
- F. Do Not Re-submit. Receipt acknowledged.
- G. Will be returned by separate correspondence.
- H. Other (Specify).

END OF SECTION

DOCUMENT 00 62 16 - CERTIFICATE OF INSURANCE

PART 1 GENERAL

1.1 PROCEDURE

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

END OF DOCUMENT

DOCUMENT 00 73 10 - MODIFICATIONS TO THE GENERAL CONDITIONS
(Supplementary Conditions)

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

Add the following subsections to section 2.2

2.2 COPIES OF DOCUMENTS

- B. Owner shall not furnish to Contractor published Contract Documents that include the current edition of the Manual of Standard Plans and the Manual of Standard Specifications. The Contractor shall purchase such documents separately.
- C. Copies of all Contract Documents including the current edition of the Manual of Standard Plans and the Manual of Standard Specifications shall be provided on site by the Contractor.

Modify paragraph 2.5(C)

2.5 BEFORE STARTING CONSTRUCTION

- C. Field Office: An on-site field office is not required; however, Contractor shall provide and maintain a telephone in the field during performance of the Work such that Engineer may always contact Contractor for transmittal of Plans and instructions and for dissemination of project information.

Modify Section 5.1

5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS

- A. Before Owner executes the Agreement, Contractor shall file with Owner a good and sufficient Performance Bond (using Owner's Document 00 61 13) and a Payment Bond (using Owner's Document 00 61 14), each in the sum of not less than one hundred percent (100%) of the Contract Price.
- B. The Bonds shall be executed by Contractor and issued by a company duly and regularly authorized to do a general surety business in the State of Utah and either (i) named in the current U.S. Treasury Department's listing of approved sureties (Department Circular 570) (as amended), or (ii) with a current "A-" rating and a financial size category rating of at least a "VII" or better in A.M. Best Co., Inc.'s Best Insurance Reports, Property and Casualty Edition.
- C. The Performance Bond shall guarantee the faithful performance of the Construction Agreement by Contractor and the Payment Bond shall guarantee the payment of labor and materials. The Bonds shall inure by their terms to the benefit of Owner. Neither this nor any other provision requiring a Performance Bond shall be construed to create any rights in any third party Claimant as against Owner for performance of the Work under the Construction Agreement.
- D. If the surety on any Bond furnished by Contractor is subject to any proceeding under the Bankruptcy Code (Title 11, United States Code) or becomes insolvent or its right to do

business is terminated in the State of Utah or it ceases to meet the requirements of this Section, Contractor shall, within 15 days thereafter, substitute another Bond and surety, both of which must be acceptable to Owner.

Add the following paragraphs to Section 6.7

6.7 PERMITS

- H. Park City Permits: In addition to any other permits required for the Work, Contractor shall obtain permits from Park City Municipal Corporation for Work on the Project. Contractor shall be responsible for submitting plans, scheduling inspections and paying all costs incidental to such actions as required for any permit required by Park City Municipal Corporation.
- I. Other Permits: All other permit fees required by Summit County, the State of Utah, the United States of America, and any of their agencies, or by any private utility companies, shall be paid for and obtained by Contractor and included in Contractor's Bid. The following list is not exclusive and does not relieve Contractor of the responsibility of obtaining all permits:
 - 1. Private Property Owner Permit: Written permission to use private water.
 - 2. Private Property Owner Permit: Written permission to store product, equipment, materials, and supplies outside of the Work site boundaries.
 - 3. General Permit for Storm Water Discharge (Sites greater than 1 acres): From the State of Utah, Department of Environmental Quality, Division of Water Quality.
 - 4. Flood Control Permit from Summit County, Department of Public Works.
 - 5. Monument Permit: From Summit County Surveyor

Modify paragraph 13.6(A)

13.6 CORRECTION OR REMOVAL OF DEFECTIVE WORK BY CONTRACTOR

- A. In addition to Contractor's obligations under Section 6.16, if required by Engineer, Contractor shall promptly, as directed, either correct all defective work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective work. No rejected material, the defects of which have been subsequently corrected, shall be used in the Work unless approval in writing has been given by Engineer. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of Owner, engineers, architects, and other professionals) made necessary thereby.

Modify paragraph 13.7(A)

13.7 CORRECTION PERIOD

- A. In addition to Contractor's obligations under Section 6.16, if any portion of the Work is found to be defective within one year after the date of Substantial Completion, Contractor shall correct it or replace it with non-Defective Work. The one year correction period may be superseded by such longer period of time as prescribed in the Contract Documents or by special guaranteed terms required by the Contract Documents.

Add the following paragraph to Section 13.7

13.7 CORRECTION PERIOD

- E. Nothing contained in this Section 13.7 shall be construed to establish a period of limitation with respect to other obligations Contractor has under the Contract Documents, including Section 6.16. Establishment of the one year period for correction of Work as described in this Section 13.7 relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be enforced, nor the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work. Such times include the applicable statute of limitations or statute of repose, which may be longer than one year.

Add the following sections to Part 16

PART 16 DISPUTE RESOLUTION

16.2 GENERAL

- A. Unless a decision is held by an appropriate court of law to have been procured by fraud or to be arbitrary and capricious or so grossly erroneous as necessarily to imply bad faith, any factual decision made under this dispute resolution procedure shall be final and binding in any suit or action arising under the Construction Agreement, including any actions by Contractor or others against Owner or any of Owner's agents, consultants, or employees.
- B. Compliance by Contractor with provisions of this Part shall be a condition precedent to any legal action by Contractor or any of Contractor's subcontractors and suppliers against Owner or any of Owner's agents, consultants, or employees.
- C. The provisions of this Part shall not preclude or limit judicial review of issues of law.
- D. Ambiguities in or between Contract Documents shall be construed in favor of the Owner.

16.3 DISPUTES NOT RELATED TO THE GUARANTEE OF THE WORK

- A. Any dispute arising under the Construction Agreement concerning a question of fact, not related to the guarantee of the Work (Section 13.1 of the General Conditions (Document 00 72 00)), that is not disposed of by contract modification shall be decided pursuant to the following procedure.
1. Any decision by Engineer interpreting the requirements of the Contract Documents may be appealed in writing to the Engineer. The Engineer's decision regarding that appeal shall be reduced to writing and a copy shall be mailed or otherwise furnished

to Contractor within ten days. The decision of Engineer shall be final and conclusive unless, within 30 days after the date of receipt of such copy, Contractor mails or otherwise furnishes to Engineer a written appeal to the City Engineer.

2. Within 15 days from the receipt of any such appeal, the City Engineer shall issue a decision in writing and mail or otherwise furnish a copy thereof to Contractor. The decision of the City Engineer shall be final and conclusive unless, within 15 days from the date of receipt of such decision, the Contractor mails or otherwise furnishes to the City Engineer a written appeal to Owner's Committee.
3. Owner and Contractor shall each have the opportunity to fully present its case to the dispute committee before the dispute committee's deliberation. The dispute committee may request any other materials or written memoranda necessary to consider the issue, and may schedule other proceedings as necessary.
4. The decision of the dispute committee shall be rendered in writing within 15 days after the dispute committee's final hearing of the issue and receipt of any supplemental material requested by the dispute committee. The decision shall be mailed or otherwise delivered to Contractor.
5. The decision of the dispute committee shall be the final binding interpretation of the facts that are the subject of the appeal.

16.4 DISPUTES RELATED TO THE GUARANTEE

- A. Except as otherwise provided by contract modification, any dispute concerning a question of fact involving or arising out of the guarantee required by the Contract Documents (Section 13.1 of the General Conditions (Document 00 72 00)), that is not disposed of by contract modification, shall be decided pursuant to the provisions of Paragraph 16.3 above, except that the initial factual decision shall be issued in writing by the Engineer, together with the department head.
- B. Any appeal therefrom shall be made within 15 days directly to the dispute committee where such disputes shall be governed by provisions in sub-paragraphs 3 to 5 in paragraph 16.3(A) above.

16.5 WORK DURING APPEAL

- A. Notwithstanding the pendency of any protest or appeal provided above, Contractor shall, if so ordered by Engineer, proceed with the Work under the Contract Documents according to Engineer's direction and according to the decision on any appeal. The existence of a claim or protest shall not excuse Contractor from the requirements of the Contract Documents, including, but not limited to, the Contract Time.

16.6 APPEALS OF TERMINATION OR SUSPENSION

- A. Any decision of Owner to terminate or suspend the Work shall not be subject to the provisions of this Part.

END OF DOCUMENT

DOCUMENT 00 91 13 - ADDENDA

PART 1 GENERAL

1.1 PROCEDURE

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

END OF DOCUMENT

**EXHIBIT "A" – PARK CITY MUNICIPAL CORPORATION CONSTRUCTION
AGREEMENT**

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, with an address of P.O. Box 1480, Park City, UT 84060 (“**PCMC**”), and _____, a _____ (Insert state of incorporation) _____ (insert either “corporation” or “limited liability company”), with an address of _____ (“**Contractor**”).

PURPOSE: For the project known as the (project name) (the “**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 PCMC, 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 Engineering 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 PCMC standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to PCMC.

A. SUBCONTRACTORS. No part of this Contract shall be subcontracted by the Contractor without prior written approval by PCMC through the Project Manager/Engineer. The Contractor shall be fully responsible to PCMC 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 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 PCMC 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 PCMC 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 PCMC 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 PCMC 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 PCMC'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 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 PCMC.

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

SECTION 3. INSURANCE. At its own cost and expense, Contractor shall maintain the following mandatory insurance coverage to protect against claims for injuries to persons or property damage that may arise from or relate to the performance of this Agreement by Contractor, its agents, representatives, employees, or Subcontractors for the entire duration of this Agreement or for such longer period of time as set forth below. Prior to commencing any work, Contractor shall furnish a certificate of insurance as evidence of the requisite coverage. The certificate of insurance must include endorsements for additional insured, waiver of subrogation, primary and non-contributory status, and completed operations.

A. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including PCMC's own policies of insurance, for all claims against PCMC. The policy must be written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 aggregate for personal injury and property damage. Upon request of PCMC, Contractor must increase the policy limits to at least the amount of the limitation of judgments described in Utah Code § 63G-7-604, the Governmental Immunity Act of Utah (or successor provision), as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3 (or successor provision).

B. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance with a combined single limit of not less than \$2,000,000 per accident for bodily injury 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 Insurance and Employer's Liability. Contractor shall maintain workers' compensation insurance with limits not less than the amount required by statute, and employer's liability insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease. The workers' compensation policy must 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 PCMC's discretion). Contractor shall maintain 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. Contractor's Pollution Liability (at PCMC's discretion). Contractor shall maintain Contractors Pollution Liability insurance, on an occurrence basis, with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from the Contractor's operations and completed operations. This coverage must include an Over the Road Pollution enhancement. The insurance shall be maintained for no less than three years after final completion.

F. The general liability, auto liability, builder's risk (if applicable), and contractor's pollution 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 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.

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

H. 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.

I. 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. PCMC 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. PCMC may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. PCMC 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. PCMC shall make payment within 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. PCMC 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. PCMC 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 PCMC's discretion, PCMC may reduce the retainage to an amount more in line with the work remaining. PCMC 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 PCMC that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

PCMC 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 PCMC's cost of administering such claims until Contractor supplies a release satisfactory to PCMC, signed by all persons who have supplied labor or materials to the Project or, at PCMC's option if no claim is made, until 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 PCMC shall release PCMC 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 days of receipt of the Notice to Proceed and shall be completed by _____. 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 PCMC by change order, no damages shall become due to Contractor for PCMC-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 PCMC. 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 PCMC **\$100.00**, _____ (**Contractor Initials**) which the parties believe, due to the difficulty of actually assessing the damages PCMC will suffer in the event of such a delay, is a fair estimate of the loss PCMC 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. PCMC may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. PCMC 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 PCMC 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 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 PCMC); and (6) other services necessary and approved by PCMC to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, PCMC 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 PCMC for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. PCMC 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 PCMC. The decision of PCMC shall be final and conclusive unless, within 30 days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish PCMC 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 PCMC's decision. The decision of PCMC shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by PCMC, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of PCMC.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. PCMC 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 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 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 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 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 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 days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten days after serving such notice, the violation is not corrected to PCMC's reasonable satisfaction, PCMC 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 PCMC for any reasonable cost occasioned by PCMC in excess of the amount agreed to for the service herein.

The Contractor shall be entitled to a hearing before a PCMC hearing officer upon the issue of termination if it submits a written request therefore within seven days of the service of the notice of PCMC'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 PCMC, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by PCMC'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 PCMC'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 PCMC 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. INDEMNIFICATION.

A. Definitions. In this Agreement, the following definitions apply:

- (1) **"Indemnifiable Losses"** means the aggregate of Losses and Litigation Expenses.
- (2) **"Litigation Expense"** means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.
- (3) **"Loss"** means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.
- (4) **"Proceeding"** means any investigation, claim, judicial, administrative, or arbitration action or lawsuit, or other cause of action of every kind or character, brought by third parties against PCMC, its agents, employees, or officers, that arises out of this Agreement or the performance of this Agreement by Contractor or its Subcontractors or subconsultants of any tier, or anyone acting under Contractor's direction or control, including after the expiration or termination of this Agreement.

B. Indemnification. Contractor shall indemnify PCMC and its agents, employees, and officers against all Indemnifiable Losses arising out of a Proceeding, except to the extent the Indemnifiable Losses were caused by the negligence or willful misconduct of PCMC.

C. Obligation to Defend. Contractor shall, at its sole cost and expense, defend PCMC and its agents, employees, and officers from and against all Proceedings, provided that Contractor is not required to defend PCMC from any Proceeding arising from the sole negligence of PCMC or its agents, employees, or officers.

D. Tender. Contractor's obligation to defend will arise upon PCMC's tender of defense to Contractor in writing. If PCMC fails to timely notify Contractor of a Proceeding, Contractor will be relieved of its indemnification obligations to the extent that Contractor was prejudiced by that failure. Upon receipt of PCMC's tender of defense, if Contractor does not promptly notify PCMC of its acceptance of the defense and thereafter duly and diligently defend PCMC and its agents, employees, and officers, then Contractor shall pay and be liable for the reasonable costs, expenses, and attorneys' fees incurred in defending the Proceeding and enforcing this provision.

E. Legal Counsel. To assume the defense, Contractor must notify PCMC of their intent to do so. Promptly thereafter, Contractor shall retain independent legal counsel that is reasonably acceptable to PCMC.

F. Settlement. After Contractor assumes the defense of a Proceeding, Contractor may contest, pay, or settle the Proceeding without the consent of PCMC only if that settlement (1) does not entail any admission on the part of PCMC that it violated any law or infringed the rights of any person, (2) provides as the claimant's sole relief monetary damages that are paid in full by Contractor, and (3) requires that the claimant release PCMC and its agents, employees, and officers from all liability alleged in the Proceeding.

G. Waiver. Contractor expressly agrees that the indemnification provision herein constitutes the Contractor's waiver of immunity under Utah Code § 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 PCMC by reason of entering into this Agreement except as expressly provided herein.

H. No Limitation. The indemnification obligations of this Agreement shall not be reduced by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.

I. Interpretation. The parties intend that the indemnity and defense provisions in this Article shall be interpreted so as to be enforceable to the fullest extent permitted by law, but nothing herein shall be interpreted to violate public policy.

J. Environmental Indemnity. Contractor shall indemnify PCMC, its agents, employees, and officers for any Indemnifiable Losses from a Proceeding arising out of Contractor's violation of federal, state, or local environmental laws or regulations, and shall include but not be limited to all cleanup and remedial costs, diminution in value of property, and any fines or fees imposed as a result.

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 PCMC, provided however, that claims for compensation due or to become due the Contractor from PCMC 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 PCMC.

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 PCMC 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 PCMC 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 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. PCMC 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 PCMC 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. PCMC 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 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 Park 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 12 square feet in size, six (6') feet in height and shall not exceed a letter type of four inches. 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 PCMC 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 PCMC 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.

PCMC: Project Manager/Engineer, at the address set out first above for PCMC, 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.

Each party is signing this Agreement on the date stated opposite that party's signature.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation

Date: _____

By:
Matt Dias
City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

[insert NAME OF CONTRACTOR], [entity type]
Tax ID #: _____
PC Business License #: BL _____

Date: _____

By:
[insert name of individual signing]
[insert title of individual signing]
An authorized signer