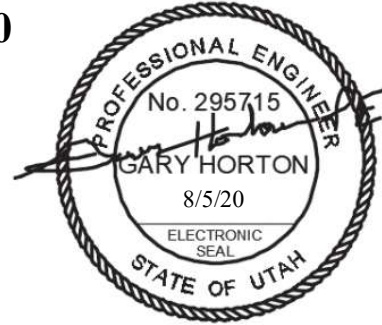


**DOCUMENT 00 90 10  
ADDENDUM No. 1**



**PART 1 GENERAL**

**1.1 DOCUMENT INCLUDES**

A. Changes to the Bid Documents.

**1.2 CONSTRUCTION CONTRACT**

A. The Construction Contract is known as Ogden Canyon Waterfall Trail.  
B. Date of this Addendum: August 5, 2020

**PART 2 CHANGES**

**2.1 CHANGES TO PRIOR ADDENDA**

A. None

**2.2 CHANGES TO BIDDING REQUIREMENTS**

A. Document 00 20 00 (Instruction to Bidders), Adds paragraph 1.2-E to Part 1.  
B. Document 00 41 10 (Bid Schedule), Adds paragraphs 3.12-D, 3.13-D, 3.17-C, 3.18-C and 3.19-C to Part 3.

**2.3 CHANGES TO AGREEMENT AND OTHER CONTRACT FORMS**

A. None

**2.4 CHANGES TO CONDITIONS OF THE CONTRACT**

A. None

**2.5 CHANGES TO SPECIFICATIONS**

A. None

**2.6 CHANGE TO DRAWINGS**

A. None

END OF SECTION

# DOCUMENT 00 20 00

## INSTRUCTIONS TO BIDDERS

### PART 1 GENERAL

#### 1.1 DEFINED TERMS

- A. Terms used in the Bid Documents which are defined in Article 1.1 of the General Conditions will have the meanings indicated in the General Conditions.
- B. General Conditions: as published in Document 00 72 00 in the 2017 Manual of Standard Specifications by the Utah Chapter of the American Public Works Association and as published in Ogden City's 2019 Edition of the Engineering Standards and Amendments for Public Works Projects.

#### 1.2 COPIES OF BID DOCUMENTS

- A. Complete sets of Bid Documents will be available by downloading from the Ogden City website at “no cost”. A complete set of Bid Documents must be used in preparing Bids. Bidders are responsible for securing any and all addenda issued. Owner and Engineer assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.  
<https://ogdencity.com/264/Purchasing>
- B. Bid Documents are made available to Bidder only for the purpose of obtaining Bids on the work. No license or grant for any other use is given.
- C. Bidding Document copyrights shall remain with the Owner.
- D. All provisions of the **Manual of Standard Specifications and Manual of Standard Plans 2017 Edition** published by the Utah Chapter of the American Public Works Association (APWA) and **Ogden City Engineering Standards and Amendments for Public Works Projects 2019 Edition** which are applicable to the work are made a part of the Contract Documents by reference.  

**The APWA-Utah Chapter publications** may be purchased online, as a set, at UTAH.APWA.net for \$75 and picked up at the Ogden site upon submission of the online printed receipt (e-mail confirmation of the purchase **does not satisfy** as proof of purchase).

The **Ogden City Engineering Standards and Amendments for Public Works Projects** are also available (Free Download) online at:  
<https://ogdencity.com/DocumentCenter/View/8384/2019-Engineering-Standards-for-City-Projects>.
- E. Select specifications from the Utah Department of Transportation 2020 Standard Specifications for Road and Bridge Construction are part of the Contract Documents. These specifications are available (Free Download) online at:  
<https://drive.google.com/drive/folders/1bHZnAA5CdqvTPBy1ot8lQHwUbGr2Zkka>  
The following sections (and referenced sections within each section) for the listed items apply:

1. For item #11 – Untreated Base Course Grade 3/4”, use UDOT specification 02721 Untreated Base Course (UTBC)
2. For item #12 – HMA - DM 1/2” PG 58-28, use UDOT specification 02741 Hot Mix Asphalt (HMA)
3. For item #16 – 54” Cast-in-place Barrier, use UDOT specification 02844 Concrete Barrier
4. For item #17 – 54” to Exist. Barrier Transition, use UDOT specification 02844 Concrete Barrier
5. For item #18 – 54” to 32” Barrier Transition, use UDOT specification 02844 Concrete Barrier

### 1.3 PRE-BID CONFERENCE

- A. A MANDATORY pre-bid conference will be held at 10:00 a.m. on Tuesday, July 28th, 2020, at 2549 Washington Boulevard, Ogden, Utah in an online venue to be provided by the OWNER. All contractors intending to submit a bid are REQUIRED to attend to obtain relevant information concerning the project. Representatives of Owner and Engineer will be present to discuss the Project.

### 1.4 COMPENSATION AND QUANTITIES

- A. In General: The bid price for any lump sum contract includes all labor, materials, and incidental work to fully complete the work in a satisfactory manner under the terms of the Contract Documents. Bidders are responsible to inform themselves of the character of the work to be performed.
- B. Lump Sum Work: The work is to be paid for on a lump sum basis, the lump sum will be the only sum paid.
- C. Unit Price Work: If any portion of the work is to be paid for on a unit price basis, payment will cover only work actually performed and materials actually supplied at the unit prices bid and on the terms set forth in the Contract Documents, irrespective of any quantity approximations in the Bid Documents. Any quantity approximations in the Bid Documents are stated as a basis for determining bids, and they do not fix the amount of work to be done or materials to be furnished. Stated quantities are estimates for the purpose of doing the class of work required. Actual quantities will vary. The Owner may deviate in either direction from any indicated quantities. The Bidder shall have no claim for any variation in quantity, except to the extent permitted in the General Conditions.

### 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. The Owner is not bound by any statements or representations made by Engineer or Engineer's personnel before the bid opening or award of the Construction Contract, nor for any assumptions or conclusions reached by a prospective Bidder as a result

of such communication unless the Engineer issues an Addendum to all prospective Bidders.

- B. Site, Access To: The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Bidder in performing the work are identified in the Contract Documents. All additional off site lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Bidder.
- C. Contract Documents: The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 1.4; that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents; and, that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.
- D. Bidder's Obligations: The submission of a bid constitutes acknowledgement that Bidder has complied with all bidding instructions. It is the responsibility of each Bidder before submitting a Bid, to:
1. Examine the Contract Documents thoroughly;
  2. Visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work;
  3. Consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work;
  4. Study and carefully correlate Bidder's observations with the Contract Documents; and
  5. Identify and notify Engineer in writing in the manner set forth in article 2.1 below of all specific conflicts, omissions, errors or discrepancies in the Contract Documents, or if Bidder doubts their meanings.
  6. Investigate all applicable construction and labor conditions, quantities, and the character of the work as they affect cost, progress, performance, or furnishing of the work;
  7. Attend any pre-bid conference, which shall be mandatory if so designated in the Notice to Bidders;
  8. Review all available explorations and data concerning surface and subsurface conditions.

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 its obligation to furnish all material, equipment, labor and services necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in its Bid. Submission of a Bid shall constitute prima facie evidence of compliance with these instructions.

- E. Deviations from the Terms of the Contract Documents: Owner will not accept any deviations whatsoever from the printed terms of the Agreement (**Document 00 50 00**) and the Contract Documents, except by Addendum or Change Order.

## 1.6 PHYSICAL CONDITIONS

- A. In General: Before submitting a Bid, each Bidder will be responsible for review of Owner's explorations, tests and data concerning surface conditions, subsurface conditions and underground facilities at or contiguous to the site, or otherwise, which may affect cost, progress, performance or furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- B. Surface and Subsurface Conditions: Provisions concerning surface and subsurface conditions, if any, are set forth in the Geotechnical Data (**Document 00 32 00**). The document provides the identification of:
  - 1. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparing the Contract Documents; and
  - 2. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except underground facilities) which are at or contiguous to the site which have been utilized by Engineer in preparing the Contract Documents.
- C. Underground Facilities: Information and data indicated in the Contract Documents regarding underground facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such underground facilities. The Owner does not assume responsibility for the accuracy or completeness thereof other than as provided in paragraph 4.3A.2 of the General Conditions or unless expressly provided in the Modifications to General Conditions (**Document 00 81 00**).
- D. Additional Explorations: On request in advance, and if possible, Owner will provide each Bidder access to the site to conduct any explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall obtain permits, fill all holes, clean up and restore the site to its former condition upon completion of such explorations. Bidder agrees to release, indemnify, defend and save the Owner harmless from all costs, damages and liabilities of any kind whatsoever, including reasonable attorneys' fees, that may arise during and after the performance of additional explorations.
- E. Modifications to the Contract Documents: Provisions concerning the adequacy of the data furnished for subsurface structures and underground facilities, and the possibility of changes in the documents due to differing conditions appear in Articles 4.2 and 4.3 of the General Conditions.

## 1.7 EFFECT OF SUBMITTING A BID

- A. Bidders are responsible to carefully examine the Contract Documents, visit the site, and fully inform themselves so as to include in the Bid a sum to cover the cost of all items. Bidder's failure or omission to receive or examine any form, instrument, addendum or other document, visit the site and become acquainted with existing conditions, or attend any pre-bid conference, shall in no way relieve Bidder from any obligations with respect to Bidder's Bid or the Construction Contract.

- B. By submitting a Bid, Bidder represents that Bidder has complied with all requirements of the Bid Documents; that the Bid is premised on properly performing and furnishing the work required by the Contract Documents within the times specified; that the Bidder is informed of the conditions to be encountered and the character, quality and quantities of the work; and that the Bidder believes the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all term and conditions for performance and furnishing of the work.
- C. Submission of a Bid constitutes a promise that the Bidder will enter the Contract Documents in the form presented in the Contract Documents. Bidders should carefully examine all Contract Documents, including the required Bonds and insurance to be provided by the Bidder.
  - 1. The Performance Bond is a guarantee of faithful performance of the requirements of the Contract Documents, including all applicable warranties. The Payment Bond is a guarantee of payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the work provided in the Construction Documents.
  - 2. The sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the work in the event that Contract Modifications, Change Orders or Addenda increase or decrease the total contract price. The sum of each bond shall be in an amount equal to the completed contract price at the completion of the work.
  - 3. Owner does not provide any release of Performance Bonds or Payment Bonds. The bonds are in effect throughout all periods during which a suit may be brought under the provisions of applicable law.
- D. By submitting a Bid, Bidder represents that the matters stated therein are true and correct.

## **PART 2 BIDDING PROCEDURES**

### **2.1 INTERPRETATIONS AND ADDENDA**

- A. All requests for interpretation of the Contract Documents shall be made in writing and delivered to the Engineer no later than 72 hours prior to opening of Bids. Engineer will publish interpretations on the City Website in the form of a Written Addendum. If a Bidder's request for interpretation is not responded to by Engineer, Bidder shall not rely on any interpretation in the request which is contrary to the intent and terms of the Contract Documents.
- B. No oral interpretations shall be made to any Bidder. Owner will not be responsible for or bound by any statements, explanations, representations, conclusions, assumptions or interpretations made by any party, whether oral or written, except those duly issued in the form of written Addenda.
- C. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Engineer. Each statement made in an Addendum is part of the Contract Documents at the location designated in the Addendum. A statement issued in an Addendum shall have the effect of modifying a portion of the Bid Documents when the statement in the Addendum specifies a particular section, paragraph or text and

states that it is to be so modified. Only the specified section, paragraph or text shall be so modified, and all other portions of the Bid Documents shall remain in effect.

- D. Except to postpone the Bid opening, no Addenda shall be issued within 48 hours of the Bid opening.
- E. Any Addenda so issued during the time of bidding shall be deemed to be included in the Bid. All Addenda shall become a part of the Contract Documents.
- F. Bidders shall sign to acknowledge their receipt of all Addenda issued. Bidders shall also acknowledge receipt of all Addenda in the space provided in the Bid.

## **2.2 EQUIPMENT AND MATERIAL OPTIONS PRIOR TO BID OPENING**

- A. If a Bidder or Supplier wishes to use items of equipment or materials other than those identified in the Contract Documents, said Bidder or Supplier shall submit a written request for approval to the Engineer at least 10 calendar days prior to the date set for opening of bids.
- B. The procedure for submission of any such product option shall be as set forth in **Article 6.4 of the General Conditions**. It is the sole responsibility of the Bidder or Supplier to submit complete descriptive and technical information so that Engineer can make a proper appraisal.
- C. Engineer's failure to act upon such a request within three (3) days after receipt shall be deemed a denial thereof.
- D. Any such approval is at the sole discretion of the Engineer and will be in the form of an Addendum and posted on the website for all Bidder's Bid Documents indicating that the additional equipment or materials are approved as equal to those specified for the Project.

## **2.3 BID SECURITY**

- A. Amount of Bid Security: A Bid Security must accompany each Bid. The total amount of the Bid on which Bid security is to be based shall be the sum of all items of the Bid constituting the maximum amount of the possible award to the Bidder. The Bond amount must equal at least five (5) percent of the total amount of the Bid.
- B. Bid Bond: The Bond shall accompany and be attached to the Bid and shall be issued by a surety company authorized to do business in the State of Utah. The Bond shall guarantee that the Bidder, if awarded the work will promptly enter into the Construction Contract to perform the work in the manner required by the Contract Documents.
- C. Cashier's Check: The Bid Security may be in the form of a certified check, cashier's check, or Bid Bond. No other form of Bid Security will be accepted. If a cashier's check is used in lieu of a Bid Bond, the cashier's check must be drawn on a bank doing business in the State of Utah and made payable to Ogden City Corporation. Note that personal or company checks are not acceptable as bid security. If a cashier's check is used in lieu of a Bid Bond or if the Bid Bond does not specifically so provide, a certificate from an approved surety company guaranteeing execution of

performance and payment bonds in the full amount of the bid must accompany the bid.

- D. Return of Bid Security: Owner will return Bid security to Contractor within seven (7) days after receipt of the Construction Contract by Ogden City Purchasing Division. Bid Bonds and cashier's checks of the lowest three Bidders will be held until the Construction Contract is awarded and a signed copy received by Ogden City Purchasing Division or all bids have been rejected. All other bid securities shall be returned following the bid opening. The liability of Owner in regards to the checks shall be limited only to the return of the checks.
- E. Default: In the event of failure or refusal of the Bidder to enter into the Construction Contract and the delivery to the Owner a Performance Bond, Payment Bond and any other Bonds or documents required by the Contract Documents after Notice of Intent to Award by the Owner, the Bidder forfeits the sum of the Bid Bond or cashier's check as liquidated damages to the Owner.

## 2.4 CONTRACT TIME AND PUNCH LIST TIME

- A. Provisions concerning Contract Time and Punch List Time are set forth in the Agreement (**Document 00 50 00**).

## 2.5 LIQUIDATED DAMAGES

- A. Provisions concerning liquidated damages are set forth in the Agreement (**Document 00 50 00**).

## 2.6 BID FORM

- A. The Bid form (**Document 00 40 00**) identifies all forms comprising the Bid Documents. Additional copies may be obtained from Engineer.
- B. Bids by corporations must be executed in the corporate name by the president, vice-president or other corporate officer authorized to sign and properly attested to as an official act of the corporation. At the Owner's request, authority to sign shall be submitted.
- C. Bids by partnerships or joint ventures must be executed in the partnership or joint venture name and signed by a partner or joint venture, whose title and official partnership address must be shown. If a partnership or joint venture is the low bidder, the partnership or joint venture must also submit evidence to the Owner of the responsibility of the partnership or joint venture as a bidder in the manner directed by the Engineer.
- D. All names must be typed or printed under or near the signature. Signatures shall be in longhand.
- E. The Bid shall contain an acknowledgment of receipt of all Addenda. The Addenda numbers and date issued must be filled in on the Bid form.
- F. The Bidder's address, telephone number and facsimile number for communications regarding the Bid must be shown on the first page of the Bid form.



- G. The Bidder shall make no stipulations or alterations on the Bid forms. The Bidder must use only the Bid form and Bid Schedules as bound in the Contract Documents or as may be modified by Addendum. To bid for the work, Bidder is required to submit the Bid (Document 00 40 00), the Bid Schedule (Document 00 41 10), Contract Time (Document 00 41 50), and Bid security to the Bid location indicated in the Invitation to Bid (Document 00 10 00).
- H. The Bidder must possess at the time of Bid Submittal all appropriate and required licenses and indicate such on the Bid form.
- I. Where the Bidder is wholly owned subsidiary of another company, the Bid must so state, and the owner or parent corporation also must agree to sign and be bound with the Bidder.
- J. The divisions and sections of the specifications, and the identifications of any Drawings, shall not control Bidder in dividing the work among subcontractors or suppliers, or delineating the work to be performed by any specific trade.
- K. The base Bid and alternates shall include all work required to be performed by the Contract Documents.

## 2.7 BID SCHEDULE

- A. Any work or material which is specified in the Contract Documents or which is necessary because of the nature of the work, but which is not listed separately in the Bid Schedule (Document 00 41 10) 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 41 10) must be completed in ink or by typewriter. If applicable, furnish both the unit and the total costs for each item. Total Bid numbers shall be stated in both figures and written form, and the signature of all persons signing shall be in longhand. Any corrections, alterations or erasures made by the Bidder on the Bid Schedule shall be initialed in ink by the Bidder.

## 2.8 SUBMISSION OF BIDS

- A. Bids shall be submitted at the time and place indicated in the Invitation to Bid (Document 00 10 00) and should be enclosed in a sealed envelope, marked with the project title, the name and address of the Bidder, and the date and the opening time for bids. If the Bid is sent through the mail or other delivery system the sealed envelope should be enclosed in a separate envelope with the notation "**BID EN-CLOSED**" on the face of it. It is the sole responsibility of the Bidder to deliver the Bid before the scheduled time.
- B. Alternate bids, other than those called for in the Bid form, will not be considered.
- C. No oral, telegraphic, telephonic, facsimile or modified bids will be considered.
- D. Joint bids must be clearly indicated on the completed proposal forms. Failure to do so may be cause for rejection of the bid.
- E. **Only the following documents need to be submitted with the bid: 00 40 00 (Bid), 00 41 10 (Bid Schedule), 00 41 50 (Contract Time), and The Bid Security.** Bidder

will make no recaptulations, stipulations, alterations, alternate submissions, or modifications in any manner to any of the Contract Documents.

- F. Bidder shall submit an acceptable Bid which requires the full completion and submission of all four (4) Documents listed in Section E above.

## **2.9 MODIFICATION AND WITHDRAWAL OF BIDS**

- A. At any time prior to the opening of Bids, Bids may be modified or withdrawn if a written withdrawal is signed by Bidder and delivered to the place where Bids are to be submitted.
- B. Within 24 hours after Bids are opened, any Bidder may file written notice with Owner that there was a substantial mistake made in the preparation of its Bid. Bidder must thereafter promptly demonstrate Bidder's mistake to the reasonable satisfaction of the Owner. If Owner agrees, Bidder may withdraw its Bid and the Bid security will be returned to the Bidder.
- C. When it appears a mistake has been made, or when the Owner desires an assurance of any matter, the Owner may request a Bidder to confirm the Bid in writing.

## **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 date and time specified in the Invitation to Bid (Document 00 10 00) will be returned unopened.

## **2.11 BIDS SUBJECT TO ACCEPTANCE FOR 45 DAYS**

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

## **2.12 NONDISCRIMINATION IN EMPLOYMENT**

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

- E. If federal nondiscrimination requirements are required, the Bidder shall be fully knowledgeable and comply with such requirements.

## **PART 3 AWARD OF CONSTRUCTION CONTRACT**

### **3.1 QUALIFICATIONS OF BIDDERS**

- A. Within seven (7) calendar days of Engineer's request, a Bidder, whose Bid is under consideration for award shall submit to the Engineer the following information for the Bidder. Engineer may request like information on Bidder's Subcontractors, or Bidder's Suppliers or any other information the Engineer may require.
  - 1. A current financial statement for the work (as provided to bonding company);
  - 2. A chronological list of "in progress" and "completed" construction work done by Bidder during the last three (3) years; including project name, address, owner, contact name, and current telephone number;
  - 3. Present construction commitments other than items listed in paragraph two (2) above;
  - 4. Proposed organizational structure such as firm ownership, project manager, progress scheduler, and superintendent for the work of this project;
  - 5. Owned and rented equipment which is to be used to do the work;
  - 6. Investigations, arbitration, litigation or claims which are pending, threatened, settled or otherwise disposed of within the last three (3) years;
  - 7. Evidence of ability to perform and complete the work in a manner and within the time limit specified. As a minimum, identify specific projects similar to the work in physical size, cost, and commercial nature. If the work experiences of the project manager and superintendent designated to construct this project are different than that of the company, provide resumes of their work history. Include their actual project titles and indicate their actual responsibilities on each given project;
  - 8. All matters consistent with federal, state and local laws and regulations; and
  - 9. Such other data as may be called for in the Modifications to Instructions to Bidders (Document 00 22 00) (if any).
- B. If Bidder believes any information should be held confidential for business reasons, Bidder must submit a written claim of business confidentiality for that particular information and include a specific statement of the reasons supporting the claim pursuant to Utah Code Ann. 63-2-308. Owner will hold all requested information confidential and upon request, will return such information to Bidder after acceptance or rejection of Bid.
- C. Untimely response or failure to provide the requested information by Bidder will release Owner of any obligation to further negotiate or consider the Bidder's Bid.

### **3.2 EVALUATION OF BIDS**

- A. Owner reserves the right to reject any and all Bids; to waive minor informalities in the Bid Schedule and elsewhere so long as the informalities do not affect the

Contract Documents or render the bid non-compliant with Laws and Regulation pertaining to bidding requirements; to negotiate and agree to contract terms with the successful Bidder; and to disregard non-conforming, non-responsive, unbalanced or conditional Bids; and to withhold the award for any reason deemed in the best interests of the Owner.

- B. Owner reserves the right to reject any Bid if Owner believes that it would not be in the best interest of the Project or the Owner to make an award to that Bidder. Without limitation such rejection may be because the Bid is not responsive, or the Bidder is unqualified or of doubtful ability or the Bid or Bidder fails to meet any other pertinent standard or criteria established by Owner in the Supplementary Instructions to Bidders (Document 00 22 00).
- C. Owner will consider the qualifications of the Bidder (whether or not the Bid complies with the prescribed requirements) and such alternates, unit prices and other data, as may be requested in the Bid form (Document 00 40 00), Bid Schedule (Document 00 41 10), or written requests issued prior to Owner's Notice of Intent to Award the Construction Contract. If the Owner intends to make an award to a Bidder, a Notice of Intent to award will be issued.
- D. Owner may consider the qualifications and experience of Bidder, Subcontractors, Suppliers, and other persons and organizations proposed (whether or not the Bid otherwise complies with the prescribed requirements) for those portions of the work as provided in the Subcontractors and Supplier Report (Document 00 45 30).
- E. Owner may consider the operating costs, maintenance requirements, performance data and guarantees of ability to provide the required materials and equipment. (When such data is required to be submitted prior to the Notice of Intent to Award the Construction Contract.)
- F. Owner may consider:
  - 1. Such alternates, unit prices and other data, as may be requested in the Bid Form, Bid Schedule, or written requests issued prior to Owner's Notice of Intent to Award the Construction Contract.
  - 2. Corporate organization and capacity for any party.
  - 3. Ability to perform and complete the work in the manner and within the time specified.
  - 4. Pending litigation.
  - 5. The amount of the Bid.
  - 6. Proper licensing to do the work in compliance with licensing laws of the State of Utah for contractors and subcontractors.
  - 7. All other relevant matters, consistent with the Owner's procurement code and administrative rules, Owner's ordinances and program policies.
  - 8. To establish qualifications of Bidder, Owner may request such data indicated in Article 3.1 herein above and conduct such investigations as Owner deems appropriate, and consider any other information (whether obtained from the Bid, the Bidder, or any other source.)

- G. If the Construction Contract is to be awarded, it will be awarded to the most responsive and lowest, qualified, responsible Bidder as determined by the Owner. Alternates may be accepted depending upon availability of Owner funds. Bid alternates may be considered at Owner's option in determining the most responsive, lowest, qualified, and responsible Bidder.
- H. Bid Schedules will be evaluated as follows:
  - 1. Discrepancies in the multiplication of quantities of work items and unit prices will be resolved in favor of the unit prices. Owner may correct Bid Schedule calculation errors accordingly.
  - 2. Prices written out in words shall govern over prices written out in numbers.
  - 3. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
  - 4. Bids shall not contain any recapitulations of or changes in the work to be done.
- I. The Owner, in the Owner's sole discretion, shall make determinations as to disqualification of Bidders or rejection of Bids. Such matters may include, without limitation, submission of more than one Bid by the Bidder (whether under the same or different names); evidence of collusion among Bidders; other commitments of Bidder which, in the Owner's sole judgment, might hinder the work; previous defaults, Bid irregularities when not waived in the best interests of the Owner, delays or poor performance by Bidder on any project; official action against Bidder; and any other cause which, in the Owner's sole discretion and judgment, is sufficient to justify disqualification of a Bidder or rejection of a Bid.

**3.3 SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- A. Bidder shall not subcontract more than 49 percent of the dollar value of the total contemplated work (exclusive of the supply of materials and equipment to be incorporated in the work) without Owner's prior written approval.
- B. Conflict of interest pertaining to Subcontractors is described in paragraph 6.5H of the General Conditions.
- C. The following firms, which have been under contract to the Owner in the design phase of the work, shall not be used as subcontractors by the Contractor.
  - 1. Design Consultant: \_\_\_\_\_
  - 2. Geotechnical Consultant: \_\_\_\_\_
  - 3. Surveying Consultant: \_\_\_\_\_
  - 4. Other: \_\_\_\_\_
  - 5. Other: \_\_\_\_\_

### 3.4 CONTRACT SECURITY AND OTHER SUBMITTALS

- A. Performance Bond (Document 00 61 00) and Payment Bond (Document 00 62 00): The Owner's requirements as to Performance and Payment Bonds are as set forth in the 00 72 00 General Conditions - PART 5 - BONDS AND INSURANCE, Section 5.1 (as amended by Ogden City). Specific requirements are set forth in the Performance Bond (Document 00 61 00) and the Payment Bond (Document 00 62 00).
1. The form of the Bonds should be carefully examined by the Bidder.
  2. When the successful Bidder delivers the executed Construction Contract to Owner, it must be accompanied by the required Performance and Payment Bonds. Do not complete the Performance Bond, Payment Bond or Agreement at the time of Bid submittal.
- B. Subcontractor and Supplier Report (Document 00 45 30): This report form is required within 24 hours of Engineer's request. The form shall list the name and address, of each Subcontractor who will perform work or labor or render service to the Bidder at the site of the work, or a Subcontractor who, off the job site, will specially fabricate a portion of the work or improvement according to detail Drawings. In each instance, the nature and extent of the work to be sublet in an amount in excess of two (2) percent of the Bid sum shall be described. Bidder must have the written consent of Owner to substitute for any of the Subcontractors or Suppliers designated or to employ any Subcontractor or Supplier which is not listed.
- C. Bidder Status Report (Document 00 45 20): One completed form shall be submitted upon Engineer's request or after Bidder receives Notice of Intent to Award.
- D. Other Information: When a determination has been made to award the Construction Contract, Bidder is required, prior to the award or after the award, or both, to furnish such other information as the Engineer requests.

### 3.5 ADJUSTMENTS TO THE COST OF THE WORK AFTER OPENING OF BIDS

- A. The contract price identified in the Agreement (Document 00 50 00) represents the cost of the work which is to be paid by the Owner to the Contractor. Adjustments to the contract price which are agreed to between the Owner and the successful Bidder shall be effected by signing an Agreement Supplement (Document 00 50 50).

### 3.6 SUBSTITUTIONS

- A. The Construction Contract, if awarded, will be on the basis of materials and equipment described in the Drawings, Specifications and any Addenda.
- B. After the effective date of the Construction Contract, the procedure for submitting an application for substitution is set forth in Article 6.4 of the General Conditions.

### 3.7 SIGNING OF AGREEMENT

- A. Within ten (10) working days after Owner gives Notice of Intent to Award the Construction Contract to the successful Bidder, the Bidder shall pick up, sign and return the required number of copies of the Agreement (Document 00 50 00) and

attached documents to Owner with the required Bonds. A minimum of three (3) originals will be signed. One executed original will be returned to the Bidder. Bidder shall comply with all execution requirements.

- B. Transfers, delegations or assignments of interests in the Contract Documents are prohibited, unless prior written authorization is received from the Owner.
- C. At the time of Bidding, and the signing of the Agreement (**Document 00 50 00**), and at all times during the work, Bidder shall be properly licensed to do the work and shall be in compliance with the license laws of the State of Utah, Ogden City and Weber County. The Bidder shall also require all Subcontractors to do the same.
- D. All of Bidder's executions and submittals must be delivered to the Owner before Owner will execute the Construction Contract. The Construction Contract will not be deemed awarded and shall not be binding on the Owner until it has been approved and executed by the Owner, and a fully executed copy is formally delivered to the Contractor. The Owner reserves the right to rescind its Notice of Intent to Award without liability, except for the return of Bidder's Bid Security, at any time before the Construction Contract has been fully executed by all parties and delivered to the Contractor.
- E. If a Bidder fails to fully and properly execute the Construction Contract and provide all submittals required therewith within ten (10) days after the date of the Notice of Intent to Award, the Owner may elect to rescind the Notice of Intent to Award, and the Owner shall be entitled to the full amount of Bidder's Bid Security, not as a penalty, but in liquidation of and compensation for damages sustained. In the Owner's sole discretion, a Notice of Intent to Award may then be provided to another Bidder whose Bid is most advantageous to the Owner, price and other factors considered.

## **PART 4 MISCELLANEOUS**

### **4.1 EQUIPMENT AND MATERIAL OPTIONS AFTER BID OPENING**

- A. The Construction Contract, if awarded, will be on the basis of materials and equipment described in the Drawings, Specifications and any changes permitted in the Addenda.
- B. After the Effective Date of the Construction Contract, the procedure for submitting an application for substitution is set forth in Article 6.4 of the General Conditions.

### **4.2 PARTNERING**

- A. Refer to **Document 01 11 50** for description of partnering requirements.
- B. Owner's consultants listed in these contract documents and specifications will be partners to the project.

END OF DOCUMENT

# **DOCUMENT 00 41 10**

## **BID SCHEDULE**

### **PART 1 GENERAL**

#### **1.1 DOCUMENT INCLUDES**

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

#### **1.2 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as:  
**PY002 - Ogden Canyon Waterfall Trail**

#### **1.3 REFERENCES**

- A. APWA 01 29 00: Payment Procedures.
- B. Document 00 50 00: Agreement.

#### **1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT**

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

### **PART 2 BID SCHEDULES**

#### **2.1 BASE BID**

- A. Bid Schedule No. 1 below describes work basic to the Contract.

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**BID SCHEDULE No. 1****Entrance of Ogden Canyon on SR-39., PY002 - Ogden Canyon****Waterfall Trail**

<b>Bid Item Number</b>	<b>Key Note Reference</b>	<b>Description</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1	n/a	Traffic Control	1	LS		
2	n/a	Mobilization	1	LS		
3	n/a	Survey	1	LS		
4	n/a	Storm Water Pollution Prevention Plan	1	LS		
5	n/a	Fiber Roll - 12"	686	LF		
6	B10	Remove Sign	10	EA		
7	N30	Roadway Excavation	774	CY		
8	N40	Loose-Placed Riprap	120	CY		
9	P10	Sign and Post	9	EA		
10	P11	Supplemental Sign	1	EA		
11	P50	Untreated Base Course Grade 3/4"	628	TN		
12	P51	HMA - DM 1/2" PG 58-28	346	TN		
13	P60	Concrete Waterway	274	LF		
14	P70	Pavement Marking Paint	27	GA		
15	P80	Protective Screen	220	LF		
16	R10	54" Cast-in-place Barrier	1350	LF		
17	R11	54" to Exist. Barrier Transition	1	EA		
18	R12	54" to 32" Barrier Transition	1	EA		

Subtotal

Total = \$ \_\_\_\_\_

Schedule Total in Words \_\_\_\_\_

Signature \_\_\_\_\_

## **PART 3 MEASUREMENTS AND PAYMENT**

### **3.1 GENERAL**

- A. See measurement and payment procedures in APWA Section 01 29 00.
- B. ENGINEER will take all measurements and compute all quantities.
- C. CONTRACTOR will verify measurement and quantities.
- D. CONTRACTOR will provide all equipment, workers, and survey crews to assist ENGINEER in making measurements.
- E. Units of measurement are listed above in the bid schedule(s).

### **3.2 #1 TRAFFIC CONTROL Key Note Reference No. n/a**

- A. Measured by lump sum (LS).
- B. Payment includes all costs incidental to traffic control.
- C. Payment includes meeting all UDOT required traffic control requirements.

### **3.3 #2 MOBILIZATION Key Note Reference No. n/a**

- A. Measured by lump sum (LS).
- B. Payment covers cost of mobilization, demobilization and installation of temporary facilities. Payment will be made on a percentage basis as follows.
- C. Payment also includes obtaining permits from UDOT. This also includes all fees and bonding associated with obtaining these permits.
- D. Payment also includes pothole and identification of all existing utilities within the project limits. Modification of the excavation may be allowed to reduce utility conflicts. Payment also includes all coordination and relocation if necessary of utilities.

Percent of Original Contract Amount Earned	Percent of Amount Bid for Mobilization to be Paid
5	40
15	20
40	30
50	10

### **3.4 #3 SURVEY Key Note Reference No. n/a**

- A. Measured by lump sum (LS).
- B. Payment includes all costs incidental with project surveying and staking including mobilization.
- C. Control and survey support set once by the ENGINEER.

### **3.5 #4 STORM WATER POLLUTION PREVENTION PLAN**

**Key Note Reference No. n/a**

- A. Measured by lump sum (LS).
- B. Payment covers the CONTRACTOR in providing and maintaining a storm water pollution prevention plan as outlined by the State of Utah DEQ. Visit <https://deq.utah.gov> for the required steps for preparing and maintaining the SWPPP, and to view guidelines, examples, templates, BMP specifications, etc. The CONTRACTOR will be listed as an operator along with the OWNER. Payment also covers all erosion control that is not listed as separate bid items, which includes; construction fencing, inlet clean-out (if necessary), and stabilized roadway entrances.

**3.6 #5 FIBER ROLL – 12” Key Note Reference No. n/a**

- i. Measured per linear feet (LF).
- ii. Payment includes materials, labor and equipment to install 12” diameter fiber roll. Includes maintenance, inspection and removal. Owner requires a SKAPS GT-180 is a needle-punched nonwoven geotextile made of 100% virgin polypropylene staple fibers, which are formed into a random network for dimensional stability or approved equal.

**3.7 #6 REMOVE SIGN Key Note Reference No. B10**

- A. Measured per each sign and post system removed (EA).
- B. Payment includes all work incidental to the removal of a sign and post, including but not limited to the sign and concrete foundation along with the disposal of the sign and foundation.

**3.8 #7 ROADWAY EXCAVATION Key Note Reference No. N30**

- A. Measured by cubic yard (CY).
- B. Payment includes all costs incidental to roadway excavation, removal of all items within the proposed project area including, but not limited to landscaping, tree roots and stumps, walls and asphalt. Includes the disposal of excavated material.
- C. Excavation completed for CONTRACTOR'S benefit or excavation error, dewatering of excavation slough or overbreak is incidental work.
- D. For material ordered removed and replaced (authorized extra excavation and backfill), measurement of quantities for payment shall be made to the following pay limits.
  - 1. Upper limit of excavation is the proposed excavation limit.
  - 2. Lower and lateral limits are as authorized by ENGINEER.
  - 3. Volumes of open spaces (e.g. manholes, pipes, dipstones, inlets etc.) will not be measured in backfill calculations.
- E. Notify OWNER 7 days prior to work on item. OWNER will mark locations in field during this 7-day time period.

**3.9 #8 LOOSE-PLACED RIPRAP Key Note Reference No. N40**

- A. Measured by cubic yard (CY).

- B. Payment includes all costs, labor, material, and equipment to install loose riprap. Includes any necessary excavation and geotextile fabric. Use drainage geotextile Class A as specified in APWA Section 31 05 19.

**3.10 #9 SIGN AND POST Key Note Reference No. P10**

- A. Measured per each sign and post system (EA).
- B. Payment includes all work incidental to the installation of a sign and post, including but not limited to the sign, mounting hardware and concrete foundation, and coordination with UDOT.

**3.11 #10 SUPPLEMENTAL SIGN Key Note Reference No. P11**

- A. Measured per each sign (EA).
- B. Payment includes all work incidental to the installation of a supplemental sign, including but not limited to the sign, mounting hardware and coordination with UDOT.

**3.12 #11 UNTREATED BASE COURSE GRADE 3/4" Key Note Reference No. P50**

- A. Measured by ton (TN).
- B. Payment includes all costs incidental to the placement of untreated base course in its final position including but not limited to labor, material, and equipment to provide and install, compact, and grade base course material as specified. Weigh tickets shall be provided to the ENGINEER daily. Measurement shall be for material compacted in place in preparation for placement of base course material.
- C. Notify OWNER 7 days prior to work on item. OWNER will mark locations in field during this 7 day time period.
- D. UDOT standard specification 02721, Untreated Base Course (UTBC), applies to this item.

**3.13 #12 HMA – DM 1/2" PG 58-28 Key Note Reference No. P51**

- A. Measured by ton (TN).
- B. Payment includes all costs, labor, material, and equipment to provide, install and compact incidental to the placement of HMA – DM 1/2 PG 58-28 in its final position as specified. Weigh tickets shall be provided to the Engineer daily. Sub-grade and Base Course shall be compacted, proof rolled prior to installation of asphalt.
- C. Notify OWNER 7 days prior to work on item. OWNER will mark locations in field during this 7-day time period.
- D. UDOT standard specification 02743, Hot Mix Asphalt (HMA), applies to this item and APWA standards for asphalt. Maximum RAP shall not exceed 15%.

**3.14 #13 CONCRETE WATERWAY Key Note Reference No. P60**

- A. Measured by linear feet (LF).
- B. Payment includes all costs incidental to the placement of concrete waterway. Includes

steel reinforcement, placement of 8 inches of untreated base course and any necessary excavation/fill, necessary hauling and disposal for correct placement of the waterway.

**3.15 #14 PAVEMENT MARKING PAINT Key Note Reference No. P70**

- A. Striping to be measured by gallons (GAL). Quantities are calculated using wet mil thickness in specifications.
- B. Inspector must be present during application to verify wet mil thickness. Markings made without the inspector present, accidental or excess paint will not be paid for.

**3.16 #15 PROTECTIVE SCREEN Key Note Reference No. P80**

- A. Measured by linear foot (LF).
- B. Payment includes all costs, materials, labor, and equipment incidental to the installation of the protective screen. Includes steel posts and foundations, any necessary anchors to ground or rock wall, steel loops, chain link fencing, wire mesh, wire rope, and any work necessary to fabricate parts and install complete protective screen. This also includes all installation to meet the manufacturers recommendations.

**3.17 #16 54" CAST-IN-PLACE BARRIER Key Note Reference No. R10**

- A. Measured per linear foot of barrier (LF).
- B. Payment includes all costs, labor material, and equipment to install concrete barrier. Includes concrete, reinforcing, dowels, formwork and finishing, and barrier reflectors.
- C. UDOT standard specification 02844, Concrete Barrier, applies to this item.

**3.18 #17 54" TO EXIST. BARRIER TRANSITION Key Note Reference No. R11**

- A. Measured per each barrier transition (EA).
- B. Payment includes all costs, labor material, and equipment to install concrete barrier transition. Includes concrete, reinforcing, dowels, formwork and finishing, barrier reflectors, expansion joints, connection pins/dowels into existing concrete wall.
- C. UDOT standard specification 02844, Concrete Barrier, applies to this item.

**3.19 #18 54" TO 32" BARRIER TRANSITION Key Note Reference No. R12**

- A. Measured per each barrier transition (EA).
- B. Payment includes all costs, labor material, and equipment to install concrete barrier transition. Includes concrete, reinforcing, dowels, formwork and finishing, barrier reflectors, expansion joints, removal of existing bridge parapet end section, connection pins/dowels into existing parapet.
- C. UDOT standard specification 02844, Concrete Barrier, applies to this item.

END OF DOCUMENT