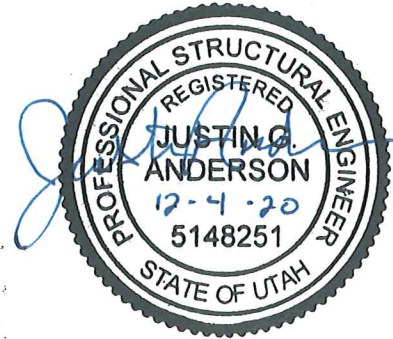


DOCUMENT 00 90 10
ADDENDUM No. 1



PART 1 GENERAL

1.1 DOCUMENT INCLUDES

- A. Changes to Document 00 10 00 Invitation to Bid
- B. Changes to Document 00 41 00 Bid Schedule
- C. Changes to Document 00 41 50 Contract Time
- D. Changes to Document 00 50 00 Agreement

1.2 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as 2021 Trenchless Storm and Sanitary Sewer Rehabilitation Contract
- B. Date of this Addendum is December 4, 2020

PART 2 CHANGES

2.1 CHANGES TO PRIOR ADDENDA

- A. None

2.2 CHANGES TO BIDDING REQUIREMENTS

- A. Document 00 10 00 Invitation to Bid has been modified
 - 1. Part 1.5.C Contract Time has been deleted which read, "A new not to exceed amount will be determined at each extension."
- B. Document 00 41 10 Bid Schedule has been modified
 - 2. Part 2.1 General, section C was modified to remove "not to exceed total contract amount" verbiage
 - i. "a "NOT TO EXCEED" total contract amount" was deleted and replaced with the language "based on bid schedule unit prices". 2.1.C now reads, "Contract SHALL be awarded based on bid schedule unit prices, within available funds, with actual quantities to be determined by field measurement of each Bid Item completed."
 - 3. Part 2.2 Bids, both sections A and B have been modified to clarify which utility will be covered under each bid schedule.
 - i. Part A the word "storm" was omitted. Part A reads, "Bid Schedule A below describes unit cost work basic to the Contract for small diameter sanitary sewer rehabilitation."
 - ii. Part B the words "sanitary sewer" was omitted. Part B reads, "Bid Schedule B below describes unit cost work basic to the Contract for large diameter Storm and rehabilitation."
 - 4. Bid Schedule A has been modified to include sewer related items
 - i. Added the word "sewer" to the title, which now reads, "BID SCHEDULE A (SMALL DIAMETER SEWER PIPE) – STANDARD ITEMS"

- ii. Bid Item UV-CIPP 15”
 - 1. Removed from Bid Schedule A and added to Bid Schedule B
 - iii. Bid Item UV-CIPP 18”
 - 1. Removed from Bid Schedule A and added to Bid Schedule B
 - iv. Bid Item Clean Pipe 10”-18”
 - 1. The item has been changed to Clean Pipe 10”-12”
 - v. Bid Item CCTV Storm Drain Pipe
 - 1. Removed from Bid Schedule A

- 5. Bid Schedule B has been modified to include mostly storm related items
 - i. Added the word “Storm” to the title, which now reads, “BID SCHEDULE B (LARGE DIAMETER STORM PIPE) – STANDARD ITEMS”
 - ii. Bid Item UV-CIPP 15”
 - 1. Added to Bid Schedule B
 - iii. Bid Item UV-CIPP 18”
 - 1. Added to Bid Schedule B
 - iv. Bid Item Clean Pipe 21”-30”
 - 1. The item has been changed to Clean Pipe 15”-30”
 - v. Bid Item CCTV Sanitary Sewer Pipe
 - 1. Removed from Bid Schedule B

- 6. Measure and Payment has been modified to add more information to the items below
 - i. Bid Item UV-CIPP 8”
 - 1. Added to part B the wording, “identifying all points of connecting pipe and removing the CIPP at each pipe connection”
 - ii. Bid Item UV-CIPP 10”
 - 1. Added to part B the wording, “identifying all points of connecting pipe and removing the CIPP at each pipe connection”
 - iii. Bid Item UV-CIPP 12”
 - 1. Added to part B the wording, “identifying all points of connecting pipe and removing the CIPP at each pipe connection”
 - iv. Bid Item UV-CIPP 15”
 - 1. Added to part B the wording, “identifying all points of connecting pipe and removing the CIPP at each pipe connection”
 - v. Bid Item UV-CIPP 18”
 - 1. Added to part B the wording, “identifying all points of connecting pipe and removing the CIPP at each pipe connection”
 - vi. Bid Item UV-CIPP 21”
 - 1. Added to part B the wording, “identifying all points of connecting pipe and removing the CIPP at each pipe connection”
 - vii. Bid Item UV-CIPP 24”
 - 1. Added to part B the wording, “identifying all points of connecting pipe and removing the CIPP at each pipe connection”
 - viii. Bid Item UV-CIPP 30”
 - 1. Added to part B the wording, “identifying all points of connecting pipe and removing the CIPP at each pipe connection”

- ix. Bid Item UV-CIPP 36”
 - 1. Added to part B the wording, “identifying all points of connecting pipe and removing the CIPP at each pipe connection”
 - x. Bid Item UV-CIPP 42”
 - 1. Added to part B the wording, “identifying all points of connecting pipe and removing the CIPP at each pipe connection”
 - xi. Bid Item 4” Service Lateral Using a One-Piece Main-to-Lateral CIPP
 - 1. To clarify the CIPP liner length of extension up the lateral, Part D was added which reads, “The one-piece main-to-lateral CIPP lining must extend 6” up lateral.”
 - xii. Bid Item 6” Service Lateral Using a One-Piece Main-to-Lateral CIPP
 - 1. To clarify the CIPP liner length of extension up the lateral, Part D was added which reads, “The one-piece main-to-lateral CIPP lining must extend 6” up lateral.”
- E. Document 00 41 50 Contract Time has been modified
- 1. Part 1.4.C Contract Time has been deleted which read, “A new not to exceed amount will be determined at each extension.”

2.3 CHANGES TO AGREEMENT AND OTHER CONTRACT FORMS

- A. Document 00 50 00 Agreement has been modified for the purpose of using correct language to accurately represent the contract work to be assigned through work directives instead of an awarded contract amount as discussed in the pre-bid meeting.
- 2. Part 2.1 Contract Price has been modified
 - i. Section A, added the language “under individual approved Work Directives” to the end of the final sentence. The last sentence now reads, “The Owner shall pay the Contractor, as full consideration for the performance of this contract, the contract bid price per item as shown in the proposal, for the quantities of work actually performed and accepted under individual approved Work Directives.”
 - ii. Section B, Deleted the following lines
 - 1. Base Bid is: \$ _____
 - 2. Additive Alternate No. 1 is: \$ _____
 - 3. Total Contract Amount is: \$ _____
 - iii. Section B, Replaced the deleted lines above with the following language:
 - 1. The purpose of the estimated cost and bid schedule one is purely to obtain and compare unit pricing and initial Bonding.
 - 2. Payment will be made based on actual work assigned and completed. It is possible that the amount of work assigned will not equal the amount used for bid evaluation and bonding purposes.
 - 3. For bid evaluation and Bonding purposes: Total Contract Estimated Amount is: \$600,000.00.

- iv. Section D has been deleted which read, “Based upon the above awarded schedules and the Agreement Supplement (if any), the contract price awarded is: _____ dollars and _____ cents. (\$_____).”

3. Part 2.2 Contract Time has been modified

- i. Section A, added a sentence to the end which reads, “Each approved Work Directive will include allowed contract time for that directive.”
- ii. Section B, added to the end of the sentence the language which reads, “subject to additional approved Work Directives.”
- iii. Section C was deleted which read, “A new not to exceed amount will be determined at each extension.”
- iv. Added Section F which reads, “Any time specified in work sequences in the Summary of Work (Section 01 11 00) shall be a part of the Contract Time.”

4. Part 2.4 Liquidated Damages has been modified

- i. Section A.1 title change: The wording “work directive” added to the title, which now reads, “Late Contract Work Directive Time Completion”

2.4 CHANGES TO CONDITIONS OF THE CONTRACT

A. None

2.5 CHANGES TO SPECIFICATIONS

A. None.

2.6 CHANGES TO DRAWINGS

A. None

2.7 CLARIFICATIONS

- A. Bid Schedule A is now specifically for sanitary sewer pipe, with bid items covering pipe sizes 8”-12”. Bid Schedule B is now specifically for storm pipe, with bid items covering pipe sizes 15”-42”. In the instance a sanitary sewer pipe is larger than 12” and needs UV-CIPP lining, this item will be charged to the appropriate UV-CIPP pipe size item in bid schedule B, and bid schedule C will be utilized to cover the extra sewer water bypass costs.
- B. The mobilization costs are included in the payment of each bid item. There shall be no guaranteed minimum or maximum number of work directives issued during the construction contract.
- C. The locating and removing CIPP material at each service lateral connection to the main is included in the cost of the UV-CIPP main pipe bid items and does not cover any part of the service lateral lining. The main-to-lateral lining items are covered separately. It is not

required that the main-to-lateral liner item be completed after the service lateral connection to the main is reinstated.

- D. The product used for the 4” and 6” Service Lateral Using a One-Piece Main-to-Lateral CIPP bid items must meet the specifications and installation requirements stated in Section 33 46 00. Part 2.1 now lists these products as: T-Liner, Innerseal, or an approved equal. Approval of any equal technology may be determined at time of award and unit pricing may be negotiated.
- E. For bidders pre-qualification requirements, the firms main office within 100 miles of the Ogden municipal building can also include one of the firms main storage yards.
- F. The warranty section 3.5 listed on pg.208 in Section 33 46 00 Service Lateral Using a One-Piece Main-to-Lateral CIPP states “All CIPP liners shall be certified by the manufacturer for specified material properties for the repair. The manufacturer warrants the liner to be free from defects in raw materials for twenty years from the date of installation. During the warranty period, any defects which affect the integrity, strength or water tightness of the installed pipe shall be repaired at the contractor's expense.” This warranty applies to ALL CIPP liner manufacturer defects, not only just the main-to-lateral CIPP. Please reference 13.7.D Correction Period under Document 00 72 00 General Conditions for more warranty information.

END OF DOCUMENT

DOCUMENT 00 10 00

INVITATION TO BID

PART 1 GENERAL

1.1 CONSTRUCTION CONTRACT

- A. Bidders are invited to bid on Construction Contract named as:
2021 Trenchless Storm and Sanitary Sewer Rehabilitation Contract
- B. For information about the award of this Construction Contract, contact:
Phil Suiter at (801) 629-8971.

1.2 DESCRIPTION OF WORK

- A. The location of the work is: Ogden City Limits.
- B. The estimated cost of the work is \$ 600000.
- C. The project shall be governed by these contract documents, special conditions, specifics related to the work, and 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's Engineering Standards for Public Improvements 2020 Edition which are applicable to the work are made a part of the Contract Documents by reference.
- D. The work to be performed consists of furnishing and installing the equipment, facilities, services and appurtenances thereto as included in the Contract Documents. The Work generally includes, but is not limited to, the following:
UV-CIPP, clean, video, rehabilitate storm and sewer pipes, laterals, manholes on an as needed basis throughout Ogden City as directed by the City.
- E. **This contract may be used as a time and materials contract for projects that need to be done in an urgent or emergency situation.**

1.3 BIDDERS' PRE-QUALIFICATION

A. ALL BIDDERS ARE REQUIRED TO SUBMIT A QUALIFICATION PACKAGE WITH THEIR BID.

- B. All bidders are required to show they meet the following criteria:
 - 1. Firm's main office is within 100 miles of the Ogden City Municipal Building.
 - 2. No Ogden City projects within the last five years have been terminated prior to successful completion due to Contractor non-performance.
 - 3. Firm has the ability to substantially complete, with their own equipment, multiple projects simultaneously, or otherwise allowed prior to bid acceptance.
- C. It is each firm's responsibility to provide certification that they meet the criteria noted above.
- D. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum 5 year experience, or otherwise allowed prior to bid acceptance.

- E. **ISO-9001 manufacturer certification is required.**
- F. Installer: Company specializing in performing the work of this section and who is licensed and approved by the manufacturer. Company shall have experience with projects of similar size and complexity as this project, minimum of 10,000 feet of installed UV-CIPP product within the last 3 years, or otherwise allowed prior to bid acceptance or anyone that Ogden City feels is qualified.
- G. **Product Manufacturer experience shall not be utilized in lieu of actual installer experience. Installer experience refers to the actual Contractor intending to do the work.**
- H. Project Superintendent: Project Superintendent shall have a minimum of 2 years' experience as a Superintendent on UV-CIPP projects, and have supervised the installation of 10,000 feet of installed UV-CIPP product within the last 1 year, or otherwise allowed prior to bid acceptance.
- I. **Full Time Project Superintendent will be required and MUST be on site at all times throughout the duration of the lining work.**
- J. All required submittals must be satisfactory to the Owner.

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

- A. The Contract will last for one year after the date of the Notice to Proceed.
- B. At the conclusion of the one 1-year contract time, the Contract may be extended up to two (2) additional one year terms if both parties agree in writing to such extensions.
- C. If Bidder anticipates occurrence of Suspended Contract Time, the Bidder shall not bid. **NO SUSPENSION OF CONTRACT TIME IS ALLOWED WITH THIS CONTRACT.**

1.6 EXAMINATION AND PROCUREMENT OF DOCUMENTS

- A. Complete sets of Bid Documents will be available by down loading 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.

1.7 PRE-BID CONFERENCE

- A. A **MANDATORY** pre-bid conference will be held at 2:00 p.m. on Wednesday, November 25, 2020, at an online venue listed below. All contractors intending to submit a bid are **REQUIRED** 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. Any questions concerning the specifications for said project will be discussed at this time, and Bidders will be made aware of special conditions involved in the

construction of this project. 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.

Join Zoom Meeting

<https://us02web.zoom.us/j/85851943226?pwd=OWtpS3dZRGIMc0taUzJab2xiYy9RZz09>

Meeting ID: 858 5194 3226

Passcode: 458622

One tap mobile

+13462487799,,85851943226#,,,,,0#,,458622# US (Houston)

+16699009128,,85851943226#,,,,,0#,,458622# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington D.C)

Meeting ID: 858 5194 3226

Passcode: 458622

Find your local number: <https://us02web.zoom.us/j/kboEcMd3vz>

1.8 BID SECURITY

- A. Bid security in the amount of five (5) percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders. Bid Security will be returned to each unsuccessful Bidder after tabulation and in accordance with Document 00 20 00, Section 2.3.D.

1.9 BID LOCATION AND OPENING

- A. Sealed bids for furnishing all materials, labor, tools and equipment necessary to complete said work must be submitted on forms prepared by the City Engineer and are to be submitted to the office of the City Purchasing Agent, 2549 Washington Boulevard, 5th floor, Ogden, Utah, until 2:00 p.m., Thursday, December 10, 2020. On the same date, a virtual bid opening will be held 30 minutes later at 2:30 p.m. at an online venue listed below. **LATE BIDS WILL NOT BE ACCEPTED.**

Join Zoom Meeting

<https://us02web.zoom.us/j/84721302227?pwd=UXJ2ZklWRVUrSXk0VnhBVTFVbXNOQT09>

Meeting ID: 847 2130 2227

Passcode: 768515

One tap mobile

+13462487799,,84721302227#,,,,,0#,,768515# US (Houston)

+16699009128,,84721302227#,,,,,0#,,768515# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington D.C)

Meeting ID: 847 2130 2227

Passcode: 768515

Find your local number: <https://us02web.zoom.us/j/84721302227?pwd=UXJ2ZklWRVUrSXk0VnhBVTFVbXNOQT09>

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

1.10 RIGHT TO REJECT BIDS

- A. The OWNER reserves the right to accept or reject any or all bids or to waive any informality or technicality in any bid that best serves its convenience and/or is found to be in the best interest of the City.

1.11 VALIDITY PERIOD FOR BIDS

- A. Bids shall remain valid for 45 days after the day of Bid opening. The three lowest bidders, per Document 00 20 00, Section 2.3 D, who withdraw their bid after Bid opening, but before expiration of said period, shall forfeit their bid security if Notice of Intent to Award to Bidder is made by OWNER.

1.12 GOVERNING LAWS AND REGULATIONS

- A. This project is not federally funded and does not require the payment of specific wage rates. Payroll submittal will not be required.
- B. As a condition of the contract, contractors are to register and participate in the status verification system, as defined in section 63-99a-103(1)(c) of the Utah Code or its successor provision, to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah.
- C. Contractor is responsible for verifying the employment status of new employees who work under the contractor's supervision or direction. In addition, contractor must maintain and have available for review upon demand by city an affidavit from each contractor or subcontractor who works under or for the contractor certifying that such contractor or subcontractor has verified through the status verification system, as defined in section 63-99a-103(1)(c) of the Utah Code or its successor provision, the employment status of each new employee of the respective contractor or subcontractor that is employed in the State of Utah.
- D. By entering into this contract, contractor verifies that 1) it has registered in the status verification system or that it will register in the status verification system within thirty (30) days of being notified that it has been awarded the contract, and 2) that it participates in the status verification system to verify the work eligibility status of new employees as required by law. If at any time during the period of this contract, contractor fails to remain registered in or to participate in the status verification system or to maintain on file any required affidavit, city may terminate the contract for cause or, in the alternative, city may suspend work under the contract until contractor shows compliance with the requirements of this section. City shall not be responsible for any costs, damages, expenses, losses or other claims resulting from contract termination or contract suspension resulting from contractor's failure to comply with the status verification system requirements or to have on file any required affidavit, nor shall contract time be extended by virtue of such failure to comply with the requirements of this section.
- E. Bidders on this Work will be subject to the applicable provisions of all federal rules, laws and regulations or orders.
- F. Furnishing of W-9. Payment under this Agreement is contingent upon Contractor furnishing City with a signed and completed W-9 IRS tax form. Such form shall be attached hereto and incorporated herein. Contractor shall cooperate with City in furnishing any additional information City may need to comply with rules and regulations of the Internal Revenue Service.
- G. Pursuant to the requirements of Section 3 of the Housing and Urban Development Act of 1968, the City has developed minority and women owned business affirmative action plans. The award of the Construction Contract shall be governed by these plans. A summary of the plans is included in the Contract Documents. Bidders should contact the federal contracts compliance clerk, telephone: 801-629-8000 regarding any questions concerning minority or women owned business.
- H. In compliance with Americans with Disabilities Act, (ADA) the following information is provided: FAX Number (801) 629-8735, TDD Number (801) 629-8701, Contact person: David G. Buxton Management Services Director, Ogden City.

I. Ogden City encourages and welcomes bids from minority and women-owned businesses.

Ogden City Purchasing Agent

Published: December 4, 2020

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:
2021 Trenchless Storm and Sanitary Sewer Rehabilitation Contract

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 GENERAL

- A. Based upon Bidder's own estimate of quantities and costs and in accordance with paragraph 2.5B.3 of the General Conditions (Document 00 72 00), Bidder submits quantities and prices of items aggregating the Contract Price. The following articles summarize the quantities and prices. Bidder will provide additional breakdown when OWNER is considering Bidder's bid or authorizing future pay requests.
- B. Bid Schedule quantity approximation 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 material 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.
- C. Contract SHALL be awarded based on bid schedule unit prices, within available funds, with actual quantities to be determined by field measurement of each Bid Item completed.

2.2 BIDS

- A. Bid Schedule A below describes unit cost work basic to the Contract for small diameter sanitary sewer rehabilitation.
- B. Bid Schedule B below describes unit cost work basic to the Contract for large diameter storm rehabilitation.
- C. Prices in Bid Schedules A and B include material, machinery, labor, mobilization and typical traffic control costs (unusual traffic control items such as flaggers or VMS boards would be determined at the time of assignment and covered under Bid Schedule C).

2.3 BID SCHEDULE A & B

- A. It is the intent of Ogden City to award one contract. It is possible the City will award each schedule to the same contractor, but the City reserves the right to award each schedule to separate contractors.
- B. Ogden City will not clean and video each section to be repaired with UV cured in place pipe for either the small or large diameter projects. The contractor has the responsibility to video the entire section before and after the liner is installed for quality control purposes.

2.4 FORCE ACCOUNT

- A. Bid Schedule C below describes work that may be assigned but cannot be easily foreseen or is too complex to describe.
- B. Items paid under this account will be billed at cost plus the three markup items noted in the bid schedule.
- C. Overhead and profit will be factored into the three markup items and will not be a separate addition.
- D. Documentation of actual costs shall be provided in order for payment to be issued.
- E. The three markup items only apply to any items from Bid Schedule C.

BID SCHEDULE A (SMALL DIAMETER SEWER PIPE) – STANDARD ITEMS
Varied Locations, 2021 Trenchless Storm and Sanitary Sewer Rehabilitation Contract

Item No.	Specification Reference Number Classification of Unit Price Work	Quantity Unit	Unit Price	Amount
1	33 05 23.41 UV-CIPP 8” Pipe	300 LF	\$	\$
2	33 05 23.41 UV-CIPP 10” Pipe	300 LF	\$	\$
3	33 05 23.41 UV-CIPP 12” Pipe	300 LF	\$	\$
4	33 42 00 Epoxy Coating/Lining Rehabilitation	30 SF	\$	\$
5	33 43 00 Chemical Grouting	2 GAL	\$	\$
6	33 44 00 Clean Pipe 4” to 8”	300 LF	\$	\$
7	33 44 00 Clean Pipe 10” to 12”	300 LF	\$	\$
8	33 45 00 CCTV Sanitary Sewer Pipe	300 LF	\$	\$
9	33 46 00 4” Service Lateral Using a One-Piece Main-to-Lateral CIPP	1 EA	\$	\$
10	33 46 00 6” Service Lateral Using a One-Piece Main-to-Lateral CIPP	1 EA	\$	\$
11	APWA Plan 574 Raise and Collar Cleanout Boxes	1 EA	\$	\$
12	APWA Plan 362 Raise and Collar Manholes	1 EA	\$	\$
13	OGDEN STD SS-2 Install Lateral Cleanout	1 EA	\$	\$
14	APWA Remove Manhole	1 EA	\$	\$
15	OGDEN STD SS-1 48” Manhole	1 EA	\$	\$
16	OGDEN STD SS-1 60” Manhole	1 EA	\$	\$

(NOTE: the purpose of this bid is to establish unit pricing only)

Total For Bid Schedule A = \$ _____

Schedule Total in Words _____

Signature _____

BID SCHEDULE B (LARGE DIAMETER STORM PIPE) – STANDARD ITEMS
Varied Locations, 2021 Trenchless Storm and Sanitary Sewer Rehabilitation Contract

Item No.	Specification Reference Number Classification of Unit Price Work	Quantity Unit	Unit Price	Amount
1	33 05 23.41 UV-CIPP 15” Pipe	300 LF	\$	\$
2	33 05 23.41 UV-CIPP 18” Pipe	300 LF	\$	\$
3	33 05 23.41 UV-CIPP 21” Pipe	300 LF	\$	\$
4	33 05 23.41 UV-CIPP 24” Pipe	300 LF	\$	\$
5	33 05 23.41 UV-CIPP 30” Pipe	300 LF	\$	\$
6	33 05 23.41 UV-CIPP 36” Pipe	300 LF	\$	\$
7	33 05 23.41 UV-CIPP 42” Pipe	300 LF	\$	\$
8	33 42 00 Epoxy Coating/Lining Rehabilitation	30 SF	\$	\$
9	33 43 00 Chemical Grouting	2 GAL	\$	\$
10	33 44 00 Clean Pipe 15” to 30”	300 LF	\$	\$
11	33 44 00 Clean Pipe 36” to 42”	300 LF	\$	\$
12	33 45 00 CCTV Storm Drain Pipe	300 LF	\$	\$
13	APWA Plan 574 Raise and Collar Cleanout Boxes	1 EA	\$	\$
14	APWA Plan 362 Raise and Collar Manholes	1 EA	\$	\$

(NOTE: the purpose of this bid is to establish unit pricing only)

Total For Bid Schedule B = \$ _____

Schedule Total in Words _____

Signature _____

BID SCHEDULE C – FORCE ACCOUNT FOR NON-STANDARD ITEMS

Varied Locations, 2021 Trenchless Storm and Sanitary Sewer Rehabilitation Contract

Item No.	Specification Reference Number Classification of Unit Price Work	Quantity Unit	Unit Price	Amount
1	Materials Markup	\$250,000 Markup Per \$1	\$	\$
2	Machinery Markup	\$250,000 Markup Per \$1	\$	\$
3	Labor Markup	\$250,000 Markup Per \$1	\$	\$

(NOTE: the purpose of this bid is to establish unit pricing only)

Total For Bid Schedule C = \$ _____

Schedule Total in Words _____

Signature _____

(NOTE: the purpose of this bid is to establish unit pricing only)

Total For Bid Schedule A,B, & C = \$ _____

Schedule Total in Words _____

Signature _____

PART 3 MEASUREMENT 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 and workers to assist ENGINEER in making measurements.
- E. Units of measurement are listed above in the bid schedule(s).

3.2 UV-CIPP 8" PIPE, Bid Item No. A-1

- A. Measured per lineal foot.
- B. Payment covers all costs associated with cleaning the pipe (including roots), pre-installation video, post installation video, identifying all points of connecting pipe and removing the CIPP at each pipe connection, and diverting water.
- C. Payment covers the cost of furnishing and installing the UV-CIPP per specifications and traffic control and mobilization of each segment to be lined.

3.3 UV-CIPP 10" PIPE, Bid Item No. A-2

- A. Measured per lineal foot.
- B. Payment covers all costs associated with cleaning the pipe (including roots), pre-installation video, post installation video, identifying all points of connecting pipe and removing the CIPP at each pipe connection, and diverting water.
- C. Payment covers the cost of furnishing and installing the UV-CIPP per specifications and traffic control and mobilization of each segment to be lined.

3.4 UV-CIPP 12" PIPE, Bid Item No. A-3

- A. Measured per lineal foot.
- B. Payment covers all costs associated with cleaning the pipe (including roots), pre-installation video, post installation video, identifying all points of connecting pipe and removing the CIPP at each pipe connection, and diverting water.
- C. Payment covers the cost of furnishing and installing the UV-CIPP per specifications and traffic control and mobilization of each segment to be lined

3.5 UV-CIPP 15" PIPE, Bid Item No. B-1

- A. Measured per lineal foot.
- B. Payment covers all costs associated with cleaning the pipe (including roots), pre-installation video, post installation video, identifying all points of connecting pipe and

removing the CIPP at each pipe connection, and diverting water.

C. Payment covers the cost of furnishing and installing the UV-CIPP per specifications and traffic control and mobilization of each segment to be lined.

3.6 UV-CIPP 18” PIPE, Bid Item No. B-2

A. Measured per lineal foot.

B. Payment covers all costs associated with cleaning the pipe (including roots), pre-installation video, post installation video, identifying all points of connecting pipe and removing the CIPP at each pipe connection, and diverting water.

C. Payment covers the cost of furnishing and installing the UV-CIPP per specifications and traffic control and mobilization of each segment to be lined.

3.7 UV-CIPP 21” PIPE, Bid Item No. B-3

A. Measured per lineal foot.

B. Payment covers all costs associated with cleaning the pipe (including roots), pre-installation video, post installation video, identifying all points of connecting pipe and removing the CIPP at each pipe connection, and diverting water.

C. Payment covers the cost of furnishing and installing the UV-CIPP per specifications and traffic control and mobilization of each segment to be lined.

3.8 UV-CIPP 24” PIPE, Bid Item No. B-4

A. Measured per lineal foot.

B. Payment covers all costs associated with cleaning the pipe (including roots), pre-installation video, post installation video, identifying all points of connecting pipe and removing the CIPP at each pipe connection, and diverting water.

C. Payment covers the cost of furnishing and installing the UV-CIPP per specifications and traffic control and mobilization of each segment to be lined.

3.9 UV-CIPP 30” PIPE, Bid Item No. B-5

A. Measured per lineal foot.

B. Payment covers all costs associated with cleaning the pipe (including roots), pre-installation video, post installation video, identifying all points of connecting pipe and removing the CIPP at each pipe connection, and diverting water.

C. Payment covers the cost of furnishing and installing the UV-CIPP per specifications and traffic control and mobilization of each segment to be lined.

3.10 UV-CIPP 36” PIPE, Bid Item No. B-6

A. Measured per lineal foot.

- B. Payment covers all costs associated with cleaning the pipe (including roots), pre-installation video, post installation video, identifying all points of connecting pipe and removing the CIPP at each pipe connection, and diverting water.
- C. Payment covers the cost of furnishing and installing the UV-CIPP per specifications and traffic control and mobilization of each segment to be lined.

3.11 UV-CIPP 42” PIPE, Bid Item No. B-7

- A. Measured per lineal foot.
- B. Payment covers all costs associated with cleaning the pipe (including roots), pre-installation video, post installation video, identifying all points of connecting pipe and removing the CIPP at each pipe connection, and diverting water.
- C. Payment covers the cost of furnishing and installing the UV-CIPP per specifications and traffic control and mobilization of each segment to be lined.

3.12 EPOXY COATING/LINING REHABILITATION, Bid Item No. A-4, B-8

- A. Measured per square foot at least 1/8” thick.
- B. Payment covers all costs associated with cleaning existing surface and applying epoxy.
- C. Payment covers the cost of furnishing and installing epoxy lining per specifications and traffic control and mobilization of each rehabilitation.

3.13 CHEMICAL GROUTING, Bid Item No. A-5, B-9

- A. Measured per gallon.
- B. Payment covers all costs associated with cleaning existing surface and furnishing and placing the grout in place.
- C. Payment covers the cost of furnishing and installing chemical grout per specifications and traffic control and mobilization of each rehabilitation.

3.14 CLEAN PIPE 4” TO 8”, Bid Item No. A-6

- A. Measured per linear foot.
- B. Payment covers all costs associated with thoroughly cleaning the pipe and CCTV of the pipe.
- C. Payment covers the cost of cleaning pipe per specifications and traffic control and mobilization of each segment.

3.15 CLEAN PIPE 10” TO 12”, Bid Item No. A-7

- A. Measured per linear foot.
- B. Payment covers all costs associated with thoroughly cleaning the pipe and CCTV of the pipe.

- C. Payment covers the cost of cleaning pipe per specifications and traffic control and mobilization of each segment.

3.16 CLEAN PIPE 15” TO 30”, Bid Item No. B-10

- A. Measured per linear foot.
- B. Payment covers all costs associated with thoroughly cleaning the pipe and CCTV of the pipe.
- C. Payment covers the cost of cleaning pipe per specifications and traffic control and mobilization of each segment.

3.17 CLEAN PIPE 36” TO 42”, Bid Item No. B-11

- A. Measured per linear foot.
- B. Payment covers all costs associated with thoroughly cleaning the pipe and CCTV of the pipe.
- C. Payment covers the cost of cleaning pipe per specifications and traffic control and mobilization of each segment.

3.18 CCTV STORM DRAIN PIPE, Bid Item No. B-12

- A. Measured per linear foot.
- B. Payment includes all costs associated with providing video of pipe.
- C. Payment covers the cost of CCTV pipe per specifications and traffic control and mobilization of each segment.

3.19 CCTV SANITARY SEWER PIPE, Bid Item No. A-8

- A. Measured per linear foot.
- B. Payment includes all costs associated with providing video of pipe.
- C. Payment covers the cost of CCTV pipe per specifications and traffic control and mobilization of each segment.

3.20 4” SERVICE LATERAL USING A ONE-PIECE MAIN-TO-LATERAL CIPP, Bid Item No. A-9

- A. Measured per lateral installed.
- B. Payment covers all costs associated with installing one-piece main-to-lateral per specifications and mobilization of each lateral.
- C. Payment covers the cost of furnishing and installing the lateral CIPP per specifications and traffic control and mobilization of each segment to be lined.
- D. The one-piece main-to-lateral CIPP lining must extend 6” up lateral.

3.21 6" SERVICE LATERAL USING A ONE-PIECE MAIN-TO-LATERAL CIPP, Bid Item No. A-10

- A. Measured per lateral installed.
- B. Payment covers all costs associated with installing one-piece main-to-lateral per specifications and mobilization of each lateral.
- C. Payment covers the cost of furnishing and installing the UV-CIPP per specifications and traffic control and mobilization of each segment to be lined.
- D. The one-piece main-to-lateral CIPP lining must extend 6" up lateral.

3.22 RAISE AND COLLAR CLEANOUT BOXES, Bid Item No. A-11, B-13

- A. Measured per box.
- B. Bid Item is for cleanout boxes disturbed from UV-CIPP operations.
- C. Payment covers all costs associated with raising and concrete collaring existing box to finished grade.

3.23 RAISE AND COLLAR MANHOLES, Bid Item No. A-12, B-14

- A. Measured per manhole.
- B. Bid Item is for manholes disturbed from UV-CIPP operations.
- C. Payment covers all costs associated with raising and concrete collaring existing manhole to finished grade.

3.24 INSTALL LATERAL CLEANOUT, Bid Item No. A-13

- A. Measured per lateral cleanout installed.
- B. Payment covers all costs associated with installing lateral cleanout per specifications and mobilization of each lateral cleanout.
- C. Payment includes all labor, equipment, and materials associated with installing lateral cleanout per specifications.
- D. Payment includes surface restoration.

3.25 REMOVE MANHOLE, Bid Item No. A-14

- A. Measurement per each (EA).
- B. Payment covers the cost of excavation, removal and disposal of existing manholes; providing material, labor, and incidentals for backfilling and compacting, placing new aggregate base course, and asphalt patching the disturbed roadway; and other miscellaneous devices, materials, or equipment required for a complete removal and restoring the effected roadway or surfacing. (Refer to Ogden City Standard Drawings SS-1 to SS-6).

3.26 48" MANHOLE, Bid Item No. A-15

- A. Measurement per each (EA).
- B. Payment covers the cost of excavation, bedding and backfill, potholing, and new manhole materials; acquisition and installation of new manhole, sewer lid, ring & cover, collaring, relocation as needed of customer connection within manhole; providing material, labor, and incidentals for reconnecting all sewer mains and laterals to new manhole; and other miscellaneous devices, materials, or equipment required for a complete installation. Refer to Ogden City Standard Drawings SS-1 to SS-6).

3.27 60" MANHOLE, Bid Item No. A-16

- A. Measurement per each (EA).
- B. Payment covers the cost of excavation, bedding and backfill, potholing, and new manhole materials; acquisition and installation of new manhole, sewer lid, ring & cover, collaring, relocation as needed of customer connection within manhole; providing material, labor, and incidentals for reconnecting all sewer mains and laterals to new manhole; and other miscellaneous devices, materials, or equipment required for a complete installation. Refer to Ogden City Standard Drawings SS-1 to SS-6).

3.28 MATERIALS MARKUP, Bid Item No. C-1

- A. Measured markup per \$1.
- B. This item only applies to items not listed in Bid Schedule A & B.
- C. Items billed under a force account are billed on a cost plus basis as described in Section 00 72 00, Subsection 11.8.
- D. This item represents the percentage markup on all materials costs.
- E. An illustration of this is say that 100 LF of pipe was assigned to be installed. The invoice for the pipe cost totaled \$1,000. In the bid, the markup per dollar is listed as \$.04. The total bill to Ogden City for pipe costs would then be: $\$1,000 + (\$1,000 * \$.04) = \$1,040$.

3.29 MACHINERY MARKUP, Bid Item No. C-2

- A. Measured markup per \$1.
- B. This item only applies to items not listed in Bid Schedule A & B.
- C. Items billed under a force account are billed on a cost plus basis as described in Section 00 72 00, Subsection 11.8.
- D. This item represents the percentage markup on all machinery costs. If the machinery base price is not listed in section F below, the base price will be based upon prevailing rental rates. This base price will be negotiated when the assignment is given.
- E. An illustration of this is say that 100 LF of pipe was assigned to be installed. The machinery rental costs to install the pipe totaled \$1,000. In the bid, the markup per dollar is listed as \$.06. The total bill to Ogden City for machinery costs would then be: $\$1,000 + (\$1,000 * \$.06) = \$1,060$.
- F. Base rates for equipment are as follows:

Track Hoe	\$100 / hour
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10 Wheeled Dump Truck	\$70 / hour
Rubber Tired Front End Loader	\$80 / hour
Rubber Tired Back Hoe	\$90 / hour
Jack Hammer	\$40 / hour
Hand Compactor (Jumping Jack)	\$70 / hour
Power Broom	\$80 / hour

3.30 LABOR MARKUP, Bid Item No. C-3

- A. Measured markup per \$1.
- B. This item only applies to items not listed in Bid Schedule A & B.
- C. Items billed under a force account are billed on a cost plus basis as described in Section 00 72 00, Subsection 11.8.
- D. This item represents the percentage markup on all base wage labor costs.
- E. An illustration of this is say that 100 LF of pipe was assigned to be installed. The base wage of the employees operating the machinery and installing the pipe totaled \$1,000. In the bid, the markup per dollar is listed as \$.30. The total bill to Ogden City for labor costs would then be: $\$1,000 + (\$1,000 * \$.30) = \$1,300$.

END OF DOCUMENT

DOCUMENT 00 41 50

CONTRACT TIME

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

- A. Contractor's proposal for Contract Time.

1.2 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as 2021 Trenchless Storm and Sanitary Sewer Rehabilitation Contract.

1.3 DEFINITIONS

- A. Suspended Contract Time: The Contract Time commences to run upon the day given in the Notice to Proceed. Suspended Contract Time means there is a period within the Contract Time where time is not counted. For purposes of this Construction Contract, the time period not counted may not be broken up into separate periods but shall be considered as only a one time period to be used to allow for work suspension due to just cause.

1.4 CONTRACT TIME

- A. The Contract will last for one year after the date of the Notice to Proceed.
- B. At the conclusion of the 1 year contract time, the Contract may be extended up to two additional one year terms if both parties agree in writing to such extensions.
- C. If Bidder anticipates occurrence of Suspended Contract Time, the Bidder shall not bid. **No suspension of contract time is allowed with this contract.**
- D. For purposes of liquidated damages, a scope and a contract time will be agreed upon, in writing, with each assignment. Work not completed in the assignment contract time will be subject to liquidated damages.

1.5 TIME LIMIT OF WORK

- A. For purposes of liquidated damages, a scope of services shall be agreed upon, in writing, with each Work Directive. Contractor agrees that Owner will suffer damage or financial loss if the work under each Work Directive is not substantially completed on time or within the time agreed upon in the Work Directive, based upon Bidder's own estimate of quantities and costs and in accordance with paragraph 2.5B.3 of the General Conditions (Document 00 72 00), and any time extensions allowed in accordance with Part 12 of the General Conditions (Document 00 72 00). For non-emergency situations, it is anticipated that the contractor shall mobilize and begin work on a Work Directive within three (3)

calendar days AFTER the current Work Directive is received. For further detail pertaining to liquidated damages associated with Work Directives, see Document 00 50 00, Part 2.4. A.

- B. If an emergency situation occurs, the contractor is required to mobilize to the designated site and begin work within 48 hours, or as directed by the Owner. Specific Emergency Work shall be assigned to the Contractor from the Owner through a separate Work Directive. The Contractor must provide written direction with supporting documentation showing that work began within 48. An emergency situation occurs when utility service is down, where imminent danger to the public exists, or any other situation the Owner deems an emergency. Emergency work is priced separately in the bid schedule.

PART 2 EXECUTION

2.1 EFFECTIVE DATE

- A. Bidder executes this estimate of Contract Time and declares it to be a supplement to the Bid Schedule (Document 00 41 00) and in effect as of _____, 20__.

2.2 BIDDER'S SUBSCRIPTION

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

END OF DOCUMENT

DOCUMENT 00 50 00
AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: _____
- B. Address: _____
- C. Telephone number: _____
- D. Facsimile number: _____
- E. E-Mail address: _____

1.2 OWNER

- A. Ogden City Corporation, a municipal corporation of the State of Utah, 2549 Washington Boulevard, Utah 84401.
- B. Justin Anderson is the Owner's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the OWNER in the Contract Documents.
- C. Phil Suiter is the resident project representative furnished by the OWNER.

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as 2021 Trenchless Storm and Sanitary Sewer Rehabilitation Contract.

1.4 ENGINEER

- A. Justin Anderson is the ENGINEER for the 2021 Trenchless Storm and Sanitary Sewer Rehabilitation project. Phil Suiter is the agent for this Construction Contract who has the rights authority and duties assigned to the ENGINEER in the Contract Documents.

1.5 AGREEMENT PERFORMANCE

- A. The Contractor shall perform everything required to be performed, shall provide and furnish all labor, tools and equipment, and shall furnish and deliver all materials not specifically stated as being furnished by the Owner, to complete all the work necessary to complete the Construction Contract in Ogden City, State of Utah in the best and most workmanlike manner, and in strict conformity with the provisions of this contract, the proposal and the plans and specifications. The plans and specifications and the proposal are hereby made a part of the agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement. It is agreed that the status of the Contractor under this agreement is that of Independent Contractor rather than that of an employee of the Owner. Accordingly, the Contractor, in performance of his/her

obligations hereunder, is independent and free from control of the Owner in all that pertains to the execution of the work and shall perform the work according to the Contractor's own methods without being subject to the rule, control or direction of the Owner or its representatives, save and except as to the results obtained. The finished work and the materials furnished must, however, conform strictly to this contract, the proposal, and the plans and specifications aforesaid, and are subject to the final approval of the Owner and its authorized representatives, who may exert such direction and control thereof as may be necessary to achieve that conformity. All provisions in the specifications with respect to the direction and control of the work shall be construed so as to make effective this provision.

- B. As a condition of the contract, contractors are to register and participate in the status verification system, as defined in section 63-99a-103(1)(c) of the Utah Code or its successor provision, to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah.

Contractor is responsible for verifying the employment status of new employees who work under the contractor's supervision or direction. In addition, contractor must maintain and have available for review upon demand by city an affidavit from each contractor or subcontractor who works under or for the contractor certifying that such contractor or subcontractor has verified through the status verification system, as defined in section 63-99a-103(1)(c) of the Utah Code or its successor provision, the employment status of each new employee of the respective contractor or subcontractor that is employed in the State of Utah.

By entering into this contract, contractor verifies that 1) it has registered in the status verification system or that it will register in the status verification system within thirty (30) days of being notified that it has been awarded the contract, and 2) that it participates in the status verification system to verify the work eligibility status of new employees as required by law. If at any time during the period of this contract, contractor fails to remain registered in or to participate in the status verification system or to maintain on file any required affidavit, city may terminate the contract for cause or, in the alternative, city may suspend work under the contract until contractor shows compliance with the requirements of this section. City shall not be responsible for any costs, damages, expenses, losses or other claims resulting from contract termination or contract suspension resulting from contractor's failure to comply with the status verification system requirements or to have on file any required affidavit, nor shall contract time be extended by virtue of such failure to comply with the requirements of this section.

- C. Furnishing of W-9. Payment under this Agreement is contingent upon Contractor furnishing City with a signed and completed W-9 IRS tax form. Such form shall be attached hereto and incorporated herein. Contractor shall cooperate with City in furnishing any additional information City may need to comply with rules and regulations of the Internal Revenue Service.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The contract price includes the cost of the work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character. The Owner shall pay the Contractor, as full consideration for the performance of this contract, the contract bid price per item as shown in the proposal, for the quantities of work actually performed and accepted under individual approved Work Directives.
- B. The schedules of prices awarded from the Bid Schedule (Document 00 41 10) are as follows:
 - 1. The purpose of the estimated cost and bid schedule one is purely to obtain and compare unit pricing and initial Bonding.
 - 2. **Payment will be made based on actual work assigned and completed.** It is possible that the amount of work assigned will not equal the amount used for bid evaluation and bonding purposes.
 - 3. **For bid evaluation and Bonding purposes: Total Contract Estimated Amount is: \$600,000.00.**
- C. An Agreement Supplement (Document 00 50 50) [_____] is, [_____] is not attached to this Agreement.
- D. The combined total of Work Directives in force at any one time shall not exceed the Bond Limit \$600000.
- E. **This contract may be used as a time and materials contract for projects that need to be done in a timely manner.**

2.2 CONTRACT TIME

- A. The Contract will last for one year after the date of the Notice to Proceed. Each approved Work Directive will include allowed contract time for that directive.
- B. At the conclusion of the 1 year contract time, the Contract may be extended up to two additional one year term if both parties agree in writing to such extensions, subject to additional approved Work Directives.
- C. If Bidder anticipates occurrence of Suspended Contract Time, the Bidder shall not bid. **No suspension of contract time is allowed with this contract.**
- D. For purposes of liquidated damages, a scope and a contract time will be agreed upon, in writing, with each assignment. Work not completed in the assignment contract time will be subject to liquidated damages.
- E. Any time specified in work sequences in the Summary of Work (Section 01 11 00) shall be a part of the Contract Time.

2.3 PUNCH LIST TIME

- A. The work under each Work Directive will be complete and ready for final payment within 7 calendar days after the date Contractor receives Engineer's Final Inspection Punch List unless exemptions of specific items are granted by Engineer in writing or an exception has been specified in the Contract Documents.
- B. Permitting the Contractor to continue and finish the work or any part of the work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the Owner of any of Owner's rights under this Agreement.

2.4 LIQUIDATED DAMAGES

- A. Late Completion: Time is the essence of the Contract Documents. Contractor agrees that Owner will suffer damage or financial loss if the work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions (Document 00 72 00). Contractor and Owner agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, Contractor agrees to pay the following sums to the Owner as liquidated damages and not as a penalty.
 - 1. Late Contract Work Directive Time Completion: Seven Hundred Fifty Dollars and No cents (\$750.00) for each calendar day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions (Document 00 72 00).
 - 2. Late Punch List Time Completion: 50% of the amount specified for late contract time completion for each calendar day or part thereof if the work remains incomplete after the Punch List time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the Contractor by certified mail.
- B. Work Sequence Completion: Time is the essence of sequenced work. If a work sequence is specified, then for each day or part thereof that exceeds the specified time and until Engineer determines such work sequence is substantially complete, the Contractor agrees to pay the following sums to the Owner as liquidated damages and not as a penalty.
 - 1. Work Sequence 1: _____ dollars and cents (\$ _____).
 - 2. Work Sequence 2: _____ dollars and cents (\$ _____).
 - 3. Work Sequence 3: _____ dollars and

cents (\$ _____).

- C. Survey Monuments: No land survey monument shall be disturbed or moved until Engineer has been properly notified and the Engineer's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that Contractor will pay as liquidated damages the sum of \$1,000.00 to cover such damage and expense.
- D. Interruption of Public Services: No interruption of public services shall be caused by Contractor, its agents or employees, without the Engineer's prior written approval. Owner and Contractor agree that in the event Owner suffers damages from such interruption, the amount of liquidated damages stipulated above shall not be deemed to be a limitation upon Owner's right to recover the full amount of such damages. Because of the difficulty in determining the Owner's damages resulting from an unapproved interruption, the parties agree payment of the following liquidated damages to Owner on a per calendar day basis does not relieve Contractor from any liability for such a utility interruption to third parties. In the event that any third party successfully makes a claim against Owner for such interruption, Contractor shall be responsible for payment of claims.
1. Water: \$.00
 2. Sewer: \$.00
 3. Storm Drain: \$.00
 4. Street Lighting: \$.00
 5. Communications: \$.00
 6. Electrical: \$.00
 7. Other: \$.00
- E. Deduct Damages from Moneys Owed Contractor: Owner shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the Contractor. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall return such excess to the Owner.

2.5 RETAINAGE

- A. Retainage is Owner's Option: Owner may, in its sole discretion, retain 5 percent of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Construction Contract by the Contractor. If, in Engineer's opinion, the work is proceeding in accordance with Contractor's approved progress schedule, and all progress schedule submittals are current and up to date, and all required payrolls, Shop Drawings, and miscellaneous submittals are current and up to date, the Owner may choose not to withhold retainage.

1. Amount to be Retained: If at any time after 50% of the work has been completed, and \$50,000 or more has been retained, Owner may make any of the remaining progress payments in full, if, in the Owner's sole discretion, the work is progressing satisfactorily. Owner may pay monthly to the Contractor while carrying on the Work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Construction Contract. No such estimate of payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the Contract Documents or when in Engineer's judgment the total value of the work done since the last estimate amounts to less than \$300. No such estimate or payment shall be construed to be an acceptance of any defective or improper work or materials.
 2. Reducing the Retainage: As the work nears completion and solely at the Engineer's discretion, the Owner may reduce the retainage to an amount more in line with the Work actually remaining.
 3. Retainage Held Until Final Payment: The Owner reserves the right to retain all amounts previously withheld or due the Contractor, including liquidated damages, until all Punch List items are complete. However, at Engineer's sole option, Engineer may authorize the release of up to all retained amounts except any liquidated damages and double Engineer's best estimate of the Contractor's cost to complete all remaining Punch List items.
- B. Interest: Except when Contractor is required to submit a Waiver of Interest Affidavit (Document 00 45 10), and except for money retained for items not provided or installed in accordance with the Contract Documents, any money retained by the Owner will be placed in an interest bearing account held by the Owner as of the date such money would have otherwise been payable. The interest accrued thereon will be due and payable to the Contractor within 30 days after the retained monies are paid.

2.6 PAYMENT PROCEDURES

- A. Progress Payments: Contractor shall submit applications for payment in accordance with Part 14 of the General Conditions (Document 00 72 00) and Section 01 29 00 (2017 Manual of Standard Specifications by the Utah Chapter of the American Public Works Association). Payment shall not become due or payable for any contract item not provided or installed by Contractor. If required by the Owner, any request or application by the Contractor for a partial payment shall be accompanied and supported by data establishing payment or satisfaction of all Contractor obligations for payroll, bills for materials and equipment, and other indebtedness, with such data establishment to be evidenced by receipts, releases and waivers of lien, arising out of the contract, to the extent and in such form as may be designated as acceptable and satisfactory by the Owner. The Owner may require such data, including but not limited to, and executed, completed

lien waiver and release from all subcontractors, lower-tier subcontractors and suppliers. The submission of these items, if requested by the Owner with the Contractor's application or request for a partial payment shall constitute a condition precedent to the Contractor's right to any such partial payment, and any particular application or request for partial payment submitted without these items, if so requested by the Owner, shall be deemed incomplete.

1. Withholding Payment: Owner reserves the right to withhold payment from Contractor for noncompliance with any provision of the Contract Documents.
 2. Price Adjustments: Owner will consider making partial payment to the Contractor for certain non-conforming work in advance of any negotiated settlement reached between the Contractor and the Owner, provided the Contractor requests in writing that this be done. Contractor agrees that any such payments made by the Owner are "payments in advance" and that any money which becomes due when the final settlement is negotiated will not constitute payments "withheld" or "retained" under State law.
- B. Final Payment: After completion of all work and Punch List items, Owner shall pay the contract price due after deducting there from all previous payments, unit price quantity adjustments, penalties, liquidated damages, and other amounts to be retained. All prior progress payments shall be subject to correction in the final payment. The final payment shall not be due and payable until the expiration of 30 days from approval of the request for final payment of Contractor by the Owner's finance department. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Owner to the Contractor when the work has been completed, the contract fully performed, and a final certificate for payment has been issued by the Engineer. Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Owner through the Engineer and Purchasing Agent of the Owner, (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety to final payment, and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the contract, to the extent and in such form as may be designated by the Owner. If after substantial completion of the work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of change orders affecting final completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the contract documents, and if bonds have been furnished, the written consent of the Surety of the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor

to the Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing payments as heretofore set forth, except that it shall not constitute a waiver of claims. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from: (1) unsettled liens; (2) faulty or defective work; (3) failure of the work to comply with the requirements of the contract documents; or (4) terms of any special warranties required by the contract documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for payment. All provisions of this agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment.

1. Submittal: Final payment shall not be made until the Contractor has delivered and Engineer has accepted all submittals specified in Article 14.8 of the General Conditions (Document 00 72 00).
2. Owner Released From Claims: The payment and acceptance of the final Contract Price due and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the Owner from any and all claims of Contractor on account of work performed under the Contract Documents or any modification thereof, except for those claims specifically agreed to as reserved and unresolved by the Owner.

2.7 EXTRA WORK

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

PART 3 COVENANTS

3.1 ASSIGNMENT NOT BINDING WITHOUT WRITTEN CONSENT

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

3.2 BINDING TERMS

- A. The Agreement, with all its forms, plans, specifications and stipulations, shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

3.3 INDEMNIFICATION

- A. Provisions concerning indemnification are set forth in Article 6.17 of the General Conditions (Document 00 72 00) and as modified per Ogden City's 2020 Edition of the Engineering Standards and Amendments for Public Works Projects.

3.4 DISPUTE RESOLUTION

- A. In General:

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

- B. Disputes Not Related to the Guarantee of the Work: Any dispute arising under the Construction Contract concerning a question of fact, not related to the guarantee of the work (Article 13.1 of the General Conditions (Document 00 72 00)), which is not disposed of by contract modification shall be decided pursuant to the following procedure.

- 1. Any decision by Engineer interpreting the requirements of the Contract Documents may be appealed in writing to the Engineer. The Engineer's decision shall be reduced to writing and a copy shall be mailed or otherwise furnished to the Contractor. The decision of Engineer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to Engineer a written appeal to the head of the Owner's department responsible for constructing the project.
- 2. Within 15 days from the receipt of any such appeal, the department head shall issue a decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the department head 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 department head a written appeal to the Standing Appeals and

Dispute Committee.

3. The Standing Appeals and Dispute Committee shall consist of the Owner's Attorney, the Director of Public Services, and the City Engineer or their designees.
 4. The department head issuing the decision appealed from shall present the department's case prior to deliberations of the Committee, otherwise the department head shall be disqualified and excluded from the Committee's decision process.
 5. The decision of said Committee shall be rendered in writing within 15 days from receipt of the appeal and mailed or otherwise delivered to the Contractor.
 6. The decision of said Committee shall be the final binding interpretation of the facts which are the subject of the appeal.
- C. Disputes Related to the Guarantee: Except as otherwise provided by contract Modification, any dispute concerning a question of fact involving or arising out of the guarantee required by the Contract Documents (Article 13.1 of the General Conditions (Document 00 72 00)), which is not disposed of by contract modification shall be decided pursuant to the provisions of Paragraph 3.4B above, except that the initial factual decision shall be issued in writing by the Engineer, together with the department head. Any appeal therefrom shall be made within 15 days directly to the Standing Appeals and Dispute Committee where such disputes shall be governed by Paragraphs 3.4B.3 to 3.4B.6 above.
- D. Work During Appeal: Notwithstanding the pendency of any protest or appeal provided above, Contractor shall, if so ordered by Engineer, proceed with the work under the Contract Documents according to Engineer's direction and according to the decision on any appeal. The existence of a claim or protest shall not excuse Contractor from the requirements of the Contract Documents, including, but not limited to, the Contract Time.
- E. Appeals of Termination or Suspension: Any decision of Owner to terminate or suspend the work shall not be subject to the provisions of this Article.

3.5 ATTORNEY'S FEES

- A. In the event that either party institutes any action or proceeding against the other relating to the breach of any term of this agreement, then the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of such action including reasonable attorney fees, incurred therein by the successful party.

PART 4 EXECUTION

4.1 EFFECTIVE DATE

A. Owner and Contractor executed this Agreement and declared it in effect as of the _____ day of _____, 20__.

In Witness Whereof, we have hereunto set our hands and seal at Ogden City, Utah, on the day and year first above written:

OGDEN CITY CORPORATION, Owner

By _____

**Mark Johnson
Chief Administrative Officer**

Attest:

Ogden City Recorder, Tracy Hansen

Contractor _____

By _____

Printed Name _____

Title _____

Attest: If Corporation _____

Witness: if individual or partnership

END OF DOCUMENT