



THE LODGE LANDSCAPING PROJECT

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

MARCH 2024

PROJECT MANUAL

for

PERRY CITY

THE LODGE LANDSCAPING PROJECT

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prepared by

JONES AND ASSOCIATES
Consulting Engineers

6080 Fashion Point Dr.
South Ogden, Utah 84403

(801) 476-9767

SUMMARY OVERVIEW (BRIEF) THE LODGE LANDSCAPING PROJECT

**This page is intended to be a helpful reference for the Project and does not replace the information contained in the full Project Manual. The Contractor is responsible to review and follow the requirements of the Project Manual.*

MANDATORY PRE-BID MEETING: March 19, 2025, 3:00 pm, at The Lodge (1950 S HWY 89).

RECEIPT OF BIDS: March 27, 2025, 2:00 pm via email, *See Advertisement for more info*

DESCRIPTION OF WORK: Completion of landscaping at existing City Hall (The Lodge) site, *See Drawings for additional info.*

LOCATION OF THE WORK: 1950 South HWY 89, Perry, UT

START DATE: This Project is contingent upon the approval of the City's budget. No work may begin until after July 1, 2025.

COMPLETION DATE: As Proposed by Contractor, *See Contract for more info*

BONDS/INSURANCE: The selected Contractor shall guarantee all work with a Performance Bond and Payment Bond and shall provide evidence of insurance in compliance with the Contract. See *Contract* for more info. *No bid bond is required.

PROJECT MANAGER: Robert Barnhill, rbarnhill@perrycityut.gov

INTERNAL PROJECT DOCUMENT LINKS:

- Bid Schedule
- Measurement and Payment
- Drawings

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Perry City
The Lodge Landscaping Project

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The Lodge Landscaping Project, 5 sheets

FOR BIDDING REFERENCE ONLY
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ONLY

Part 1: Bidding Requirements

FOR BIDDING
General Contractors who plan to bid on
of plans from the office of Jones & Associates
contract documents. These documents are for
not be used for construction.

DOCUMENT 00 11 13
ADVERTISEMENT FOR BIDS FOR THE LODGE LANDSCAPING PROJECT

Sealed Bids for the construction of the **The Lodge Landscaping Project** will be received by Perry City, **strictly through email** sent to emily@jonescivil.com the bid opening date and time. Bids will be received until 2:00 pm local time on March 27, 2025. The Project consists of the completion of all landscaping and is generally located at 1950 South HWY 89, Perry, UT.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis, as indicated in the Bid Form. All documents listed in paragraph 7.01 of the Bid Form must be emailed. Scanned copies or digital copies of each document are acceptable. Digital photographs will not be accepted.

A pre-bid conference will be held at **3:00 pm** local time on March 19, 2025 at the Lodge (1950 South HWY 89). Attendance at the pre-bid conference is mandatory. This Project is contingent upon the approval of the City's budget. No work may begin until after July 1, 2025.

The Issuing Office for the Bidding Documents is: Jones & Associates Consulting Engineers, 6080 Fashion Point Drive, South Ogden, Utah, (801) 476-9767. Questions related to the Bidding Documents are to be submitted in writing to Robert Barnhill no later than 5:00 pm, March 20, 2025.

Bidding Documents may be viewed and purchased online at www.jonescivil.com. Following registration and payment of \$20.00, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as portable document format (PDF) files. Upon request, a printed copy of the Bidding Documents may be obtained from the Issuing Office for \$40 per copy. Costs related to obtaining Bidding Documents are non-refundable.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders.

Owner reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make awards in the best interests of the Owner.

END OF ADVERTISEMENT FOR BIDS

Full notice of this Advertisement for Bids can also be obtained from:

- City Office, 1950 South HWY 89, Perry, UT
- <https://www.perrycityut.gov>
- www.utah.gov/pmn

For a copy of the Advertisement, please call 435-723-6461.

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INSTRUCTIONS TO BIDDERS

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FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the Office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

ARTICLE 1 – COPIES OF BIDDING DOCUMENTS

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

ARTICLE 2 – QUALIFICATIONS OF BIDDERS

- 2.01 To demonstrate Bidder's qualifications to perform the Work:
 - A. Bidder shall submit with its Bid those items listed in Paragraph 6.01 of the Bid Form; and
 - B. After submitting its Bid and within fourteen (14) days of Owner's request, Bidder shall submit those items listed in Paragraph 6.02 of the Bid Form.
 - C. When providing Subcontractor and Supplier qualification information; coordinate with provisions of Article 11 of these Instructions.
- 2.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 2.03 No requirement in this Article 2 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 2.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 3 – SITE/FACILITY AND OTHER AREAS; EXISTING CONDITIONS**3.01 *Site/Facility and Other Areas***

- A. The Site/Facility is identified in the Bidding Documents. By definition, the Site/Facility includes rights-of-way, easements, and other lands/buildings furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

3.02 *Existing Site / Building Conditions*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site and/or existing Building Conditions are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities and/or Buildings, including Owner, or others.

ARTICLE 4 – BIDDER’S REPRESENTATIONS

4.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site/Facility, conduct a thorough, alert visual examination of the Site/Facility and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site/Facility conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site/Facility; information and observations obtained from visits to the Site/Facility; the Bidding Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs;
- E. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- I. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 No pre-Bid conference will be held.

ARTICLE 6 – INTERPRETATIONS AND ADDENDA

6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing no later than 72 hours in advance of the opening of Bids. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by

Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than 72 hours prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 7 – BID SECURITY

7.01 Not Applicable

ARTICLE 8 – CONTRACT TIMES

8.01 The number of days within which, or the dates by which Milestones are to be achieved, if specified, and the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 9 – LIQUIDATED DAMAGES

9.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10 – SUBSTITUTE AND “OR-EQUAL” ITEMS

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 72 hours prior to the date for receipt of Bids. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

10.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 11.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

ARTICLE 12 – PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink, and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 12.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership’s address for receiving notices shall be shown.
- 12.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm’s address for receiving notices shall be shown.
- 12.05 A Bid by an individual shall show the Bidder’s name and address for receiving notices.
- 12.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture’s address for receiving notices shall be shown.
- 12.07 All names shall be printed in ink below the signatures.
- 12.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 12.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 13 – BASIS OF BID13.01 *Base Bid with Alternates*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the base Bid and include separate unit prices for each item of Work listed in each alternate described in the Bidding Documents and as provided for in the Bid Form, unless otherwise indicated. The total price for each alternate will be the amount added to or deleted from the total base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

13.02 *Sectional Bids*

- A. Bidders may submit a Bid on a unit price basis for any individual section or any combination of sections, as set forth in the Bid Form. When submitting a Bid for a section, a unit price shall be specified for each item of Work in that section.
- B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.
- C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.
- D. Bidders offering a Bid on one or more sections shall be capable of completing the Work covered by those sections within the time period stated in the Agreement.

13.03 *Unit Price*

- A. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- B. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14 – SUBMITTAL OF BID

- 14.01 A Bid shall be received no later than the date and time prescribed and via email to emily@jonescivil.com with the following subject line: **BID ENCLOSED: LODGE LANDSCAPING PROJECT**. The email must include the name and address of Bidder, a completed Bid Form, and other required documents as listed in the Bid Form. Scanned copies or digital copies of each document are acceptable. Photographs will not be accepted. It is the responsibility of the Bidder to verify receipt of the Bid.

- 14.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

- 15.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 16 – OPENING OF BIDS

- 16.01 Bids will be opened at the owner's convenience. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 18.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 18.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. When unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

C. *Base Bid with Alternates*

1. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes, alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

D. *Sectional Bids*

1. For determination of the apparent Low Bidder(s), Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.

18.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19 – BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 20 – SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Contract. Within 15 days thereafter, Successful Bidder shall deliver the required bonds and insurance documentation required to Owner. Within ten (10) days thereafter, Owner and Successful Bidder shall fully execute the Contract.

END OF INSTRUCTIONS TO BIDDERS

Bidder Name _____

DOCUMENT 00 41 23
BID FORM
THE LODGE LANDSCAPING PROJECT

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted via email to emily@jonescivil.com, who receives it on behalf of Perry City.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the

Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

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

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

- 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

Bid Schedule on following page(s)

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

**BIDDING SCHEDULE
PERRY CITY
THE LODGE LANDSCAPING PROJECT**

CONTRACTOR: _____

BASE BID

Item #	Bid Item Description	Estimated Quantity	Unit	Unit Price**	Bid Price
1	Landscaping project complete, per Drawings and Specifications	1	Ls	\$	\$

Total Base Bid: \$ _____

***To go directly to Measurement and Payment click here.**

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder proposes to complete the within _____ days after the date of Notice to Proceed.

A. It is anticipated that the Notice to Proceed will be issued July 2, 2025.

6.02 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. List of Proposed Subcontractors (see Document 00 43 36 for form);
- B. Copy of current business license;
- C. Copy of current Utah contractor’s license; and
- D. E-Verify Form*

**Required for those Bidders with 15 or more employees. If not applicable, write “NA” on the form and submit the form as an attachment to the Bid.*

7.02 The following documents shall be submitted upon request and made a condition of this Bid**:

- A. List of Proposed Suppliers;

- B. List of Project References; and
- C. Required Bidder Qualification Statement with supporting data, upon request.

***Standard forms will be provided.*

ARTICLE 8 – DEFINED TERMS

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

[CONTINUED ON NEXT PAGE]

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

ARTICLE 9 – BID SUBMITAL

BIDDER: _____

Submittal Date: _____

(Indicate correct name of bidding entity)

License Number: _____

BY: _____

Signature: _____

Title: _____

ATTEST: _____

Signature: _____

Title: _____

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

Address for Giving Notices: _____

Phone: _____

POINT OF CONTACT FOR PROJECT

Name: _____

Title: _____

Email: _____

Phone: _____

Is the Point of Contact authorized to sign documents on behalf of the Bidding Entity? YES NO (If no, please complete information below)

AUTHORIZED SIGNATORY

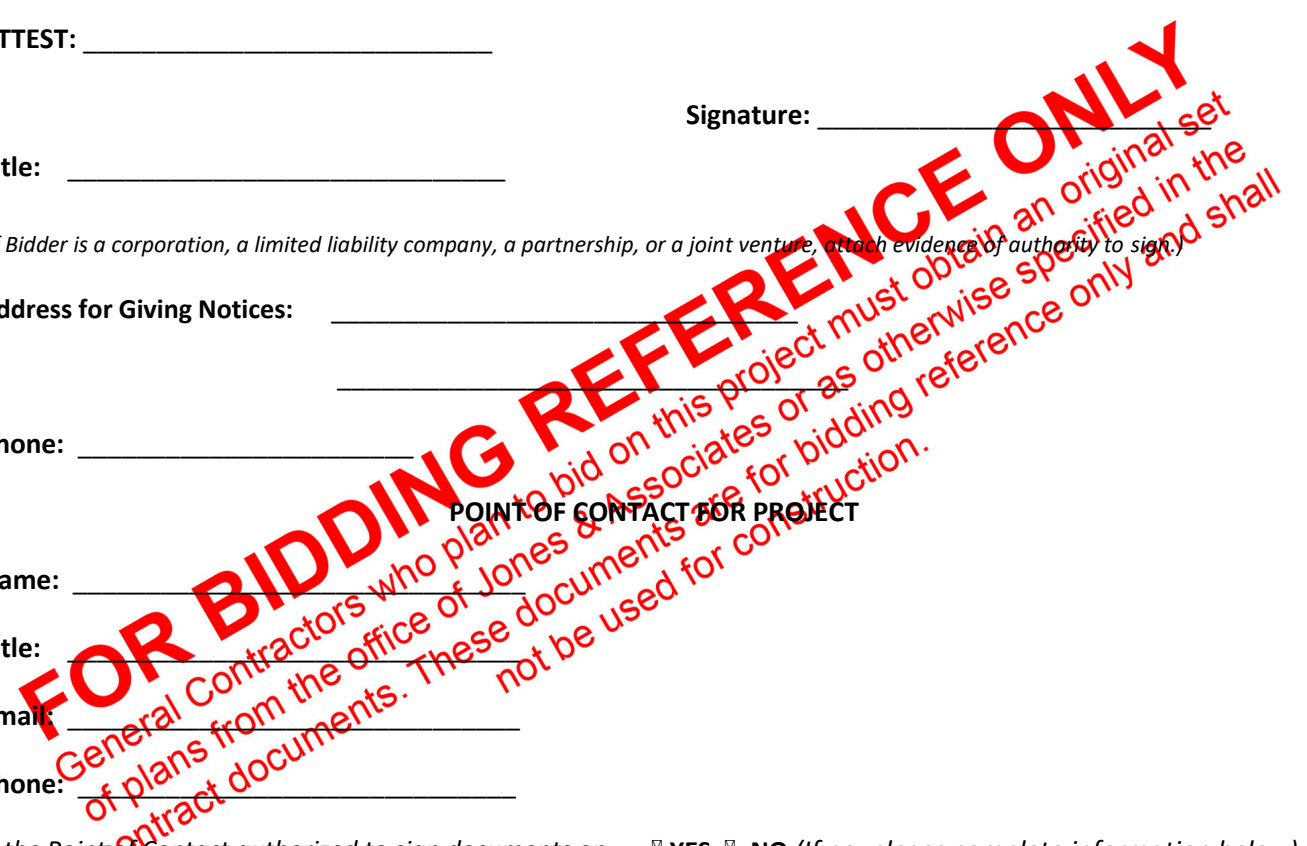
(If different from the point of contact listed above)

Name: _____

Email: _____

Title: _____

END OF BID FORM



SECTION 00 43 36
LIST OF PROPOSED SUBCONTRACTORS

Subcontractor Company Name and Contact Person	Type of Work to be Performed	Estimated Percentage of Work

FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

Additional information to be provided upon Owner's request.

DOCUMENT 00 45 29
E-VERIFY FORM

COMPLETE IF COMPANY EMPLOYS OVER 15 EMPLOYEES

Private Employer Affidavit of Compliance Pursuant to Utah Code 63G-12-302

By executing this affidavit, the undersigned private employer verifies its compliance with Utah Code 63G-12-302, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or other authorized Status Verification System, in accordance with the applicable provisions and deadlines established in Utah Code. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Tax ID #

Name of Private Employer on File with E-Verify

I hereby declare under penalty of perjury that the foregoing is true and correct. I also acknowledge that the company will indemnify Perry City from all fines, penalties, and costs associated with the company's non-compliance with Utah Code 63G-12-302.

Signature of Authorized Officer or Agent

Date

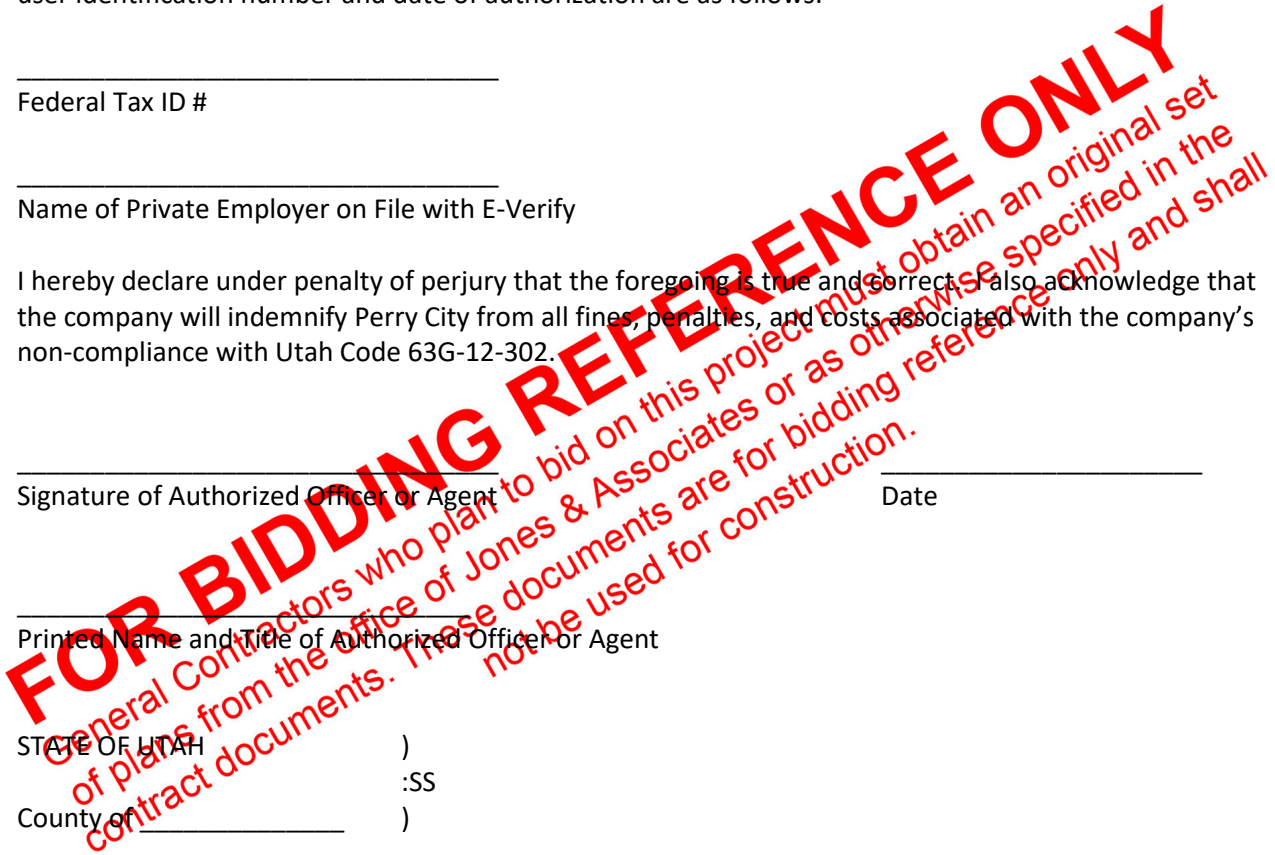
Printed Name and Title of Authorized Officer or Agent

STATE OF UTAH)
:SS
County of _____)

On _____, _____, 20____, personally appeared before me

_____ the signer of the within instrument, who duly acknowledged to me that she executed the same.

Notary Public



REFERENCE ONLY
... obtain an original set
... specified in the
... only and shall

Part 2: Contracting Requirements

FOR
General Contract
of plans from the original
contract documents. These
not be

DOCUMENT 00 53 01
CONTRACT FOR CONSTRUCTION OF A FACILITY PROJECT

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FOR BIDDING REFERENCE ONLY
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FOR BIDDING REFERENCE ONLY
General Contractor who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

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FOR BIDDING REFERENCE ONLY
General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

This Contract is by and between Perry City (Owner) and
AWARDED CONTRACTOR (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows: The Lodge Landscaping Installation Project.
- C. The Site is located at: 1950 South HWY 89, Perry City Hall

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary: what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and Judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 1. This Contract.
 2. Performance bond.
 3. Payment bond.
 4. Drawings as listed on the Drawing Sheet Index.
 5. Addenda.
 6. Exhibits to this Contract (enumerated as follows):

FOR BIDDING REFERENCE ONLY
 General Contractors who plan to bid on this project must obtain an original set of plans from the Office of Jones & Associates of any otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

- a. Bid Form (as submitted by CONTRACTOR on BID OPENING DATE)
- b. Change Orders (where applicable and as issued after the Effective Date of the Contract)

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is Jones & Associates Consulting Engineers.
- B. The Engineer shall provide initial design and drawings and provides support as requested by the Owner during construction.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed within _____ days after the Effective Date of the Contract and completed and ready for final payment within _____ days after the Effective Date of the Contract.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$100 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Owner for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Owner.

- B. The Contractor shall update and submit the progress schedule to the Owner each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed.
 - 1. For all Work the prices stated in the Contractor’s Bid, attached as an exhibit.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor’s obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
 - 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers Compensation:	
State	Statutory
Employer’s Liability:	
Bodily Injury/Disease Aggregate	\$ 1,000,000
b. Commercial General Liability:	
Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 1,000,000
c. Automobile Liability herein:	
Bodily Injury:	
Each Person	\$ 500,000
Each Accident	\$ 1,000,000
Property Damage:	

FOR BIDDING REFERENCE ONLY
 General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates, Inc. as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

Each Accident	\$ 1,000,000
<i>[or]</i>	
Combined Single Limit of:	\$ 1,000,000
d. Excess or Umbrella Liability:	
Per Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000
e. Not Used.	

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor’s commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor’s commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer’s liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a “follow the form” basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met

FOR BIDDING REFERENCE ONLY
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the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.

- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

- B. Contractor shall not subcontract for more than 50% of the contract price without express, written approval from Owner.
- 7.05 Quality Management
- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.
- 7.06 Licenses, Fees and Permits
- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.
- C. It is not necessary for Contractor to obtain or pay for local building permits, plan check fees, electrical permits, plumbing permits, connection fees, or impact fees, nor will it be necessary to pay fees for inspections pertaining thereto.
- 7.07 Laws and Regulations; Taxes
- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.
- 7.08 Record Documents
- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.
- 7.09 Safety and Protection
- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. All persons on the Site/Facility or who may be affected by the Work;
 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site/Facility; and
 3. Other property at the Site/Facility or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and

underground facilities not designated for removal, relocation, or replacement in the course of construction.

- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Owner specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

7.14 Relationship to Owner

- A. The relationship of the Contractor to the Owner hereunder is that of an independent Contractor.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through the Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during design, pre-construction, and construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be

Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site/Facility either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
1. Review the subsurface or physical condition in question;
 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 3. Determine whether the condition falls within the differing site condition as stated herein;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Owner timely notice of readiness of the Work for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner, Contractor shall, if requested by Owner, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Owner or Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall apply for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract

Documents. Payment will be paid for Work completed as of the date of the application for payment.

- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain 5% (five percent) of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Owner will either indicate in writing a recommendation for payment and present the application for payment or return the application for payment to Contractor indicating in writing reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in their opinion, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will inspect the Work with the Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will issue a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Contractor and will notify Contractor in writing of all

particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Owner's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor’s safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

FOR BIDDING REFERENCE ONLY
 General Contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

[continued on next page]

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: PERRY CITY

CONTRACTOR: Award Contractor

By: _____

By: _____

Title: Mayor

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: City Recorder

Title: _____

Address for giving notices:

Address for giving notices:

Perry City

Contractor

1950 South HWY 89

Address

Perry, UT 84302

City, State, Zip

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

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REFERENCE ONLY
... obtain an original set
... specified in the
... only and shall

Part 4: Technical Specifications

FOR
General Contract
of plans from the original
contract documents. These
not be

**SECTION 01 11 01
MEASUREMENT AND PAYMENT**

PART 1 GENERAL

1.1 SCOPE

- A. Payment for the various items of the Bid Schedule, shall include all compensation to be received by Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of Owner and public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.
- B. Contractor shall provide a breakdown of all lump sum bid items into the individual line items relating to the lump sum task, as specified by Engineer, prior to Notice to Proceed.
- C. No additional payment will be made for rock excavation.

1.2 SECTION INCLUDES

- A. Measurement and payment criteria applicable to portions of the Work performed under a unit price payment method.
- B. Defect assessment and non-payment for rejected work.

1.3 AUTHORITY

- A. Engineer will take all measurements and compute quantities accordingly.
- B. Assist by providing necessary equipment, workers, and survey personnel as required.

1.4 UNIT QUANTITIES SPECIFIED

- A. Quantities and measurements indicated in the Contract Documents are for bidding and Contract purposes only. Quantities and measurements supplied or placed in the Work and verified by Engineer shall determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, Contractor shall provide the required quantities at the unit sum/prices contained within the Bid Schedule.

1.5 MEASUREMENT OF QUANTITIES

- A. Measurements, unless specified otherwise, shall be interpreted to mean:

- | | |
|-------------------|---|
| 1. Lump Sum (LS): | Completion of the item as a whole. Measurement of quantities in the field is not required. Payment will be based on the percentage of work completed. |
|-------------------|---|

2. Each (EA): Completion of item individually. Measurement of quantities in the field.
3. Weight (TON): By Weight: Verification of tonnage shall be documented by delivery tickets supplied by the Contractor to the City. All tickets shall indicate the Owner's name, date, type material, truck number, project location, project number, gross weight and net weight of each material. Delivery tickets are to be turned in with all applicable pay requests. Weigh Scales: Inspected, tested and certified by the applicable State Weights and Measures department within the past year. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle. Metering Devices: Inspected, tested and certified by the applicable State department within the past year. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
4. Length
lineal feet (LF): Measured along the centerline or mean chord in the field, top back of curb for curb and gutter or unless otherwise indicated. For pipe measurements there will be no deduction in length for structures.
5. Volume
cubic foot (CF), cubic yard (CY): Measured by cubic dimension using mean length, width and height or thickness.
- Measurement shall be based upon the establishment of a known quantity agreed upon by the City (eg. known cubic yardage of a dump truck), use of the same measuring device established throughout the work performed, filled to the same location and counted thereafter. Verification of quantity shall be documented by the Contractor to the City inspection representative. Documentation shall indicate the Owner's name, date, type material excavated, truck number, project location, project number and percent filled based upon full capacity.
7. Area (SF, SY, AC): Measurement by Area: Measured by square dimension using mean length and width or radius.

FOR BIDDING REFERENCE ONLY
General contractors who plan to bid on this project must obtain an original set of plans from the office of Jones & Associates or as otherwise specified in the contract documents. These documents are for bidding reference only and shall not be used for construction.

1.6 INCIDENTAL WORK

- A. No separate measurement or payment for incidental work.
- B. Incidental Work: Any work, materials or equipment that may be reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be supplied by Contractor at no additional cost to Owner whether or not specifically referenced.

1.7 PAYMENT

- A. Unless specified otherwise in the bid item, payment shall include and be full compensation for the following:
 - 1. Mobilization
 - 2. Traffic control
 - 3. Labor
 - 4. Equipment
 - 5. Tools
 - 6. Materials
 - 7. Testing per Specification(s) or as required by City
 - 8. Products
 - 9. Plant transportation (including loading, hauling, unloading)
 - 10. Services and incidentals
 - 11. Application or installation to render item complete
 - 12. Following manufacturer's requirements for installation
 - 13. Protection of existing utilities
 - 14. Coordination with and notification to local residents for construction
 - 15. Coordination with Owner's representative(s)
 - 16. Compliance with all local, State, and Federal safety requirements
 - 17. Disposal and other fees
 - 18. Dust control
 - 19. Cleanup following completion of the item
 - 20. Overhead and profit
 - 21. Applicable taxes, fees, bonds, and insurance
- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by Engineer multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

FOR BIDDING REFERENCE ONLY
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1.8 DESCRIPTION OF BID ITEM

Installation of Landscaping Improvements (complete): Furnishing, installing, and completing all items of the landscaping project identified on the Drawings and Specifications.

END OF SECTION

FOR BIDDING REFERENCE ONLY
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REFERENCE ONLY
to obtain an original set
as specified in the
only and shall

Part 5: Drawings

FOR
General Contract
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contract documents. These
not be

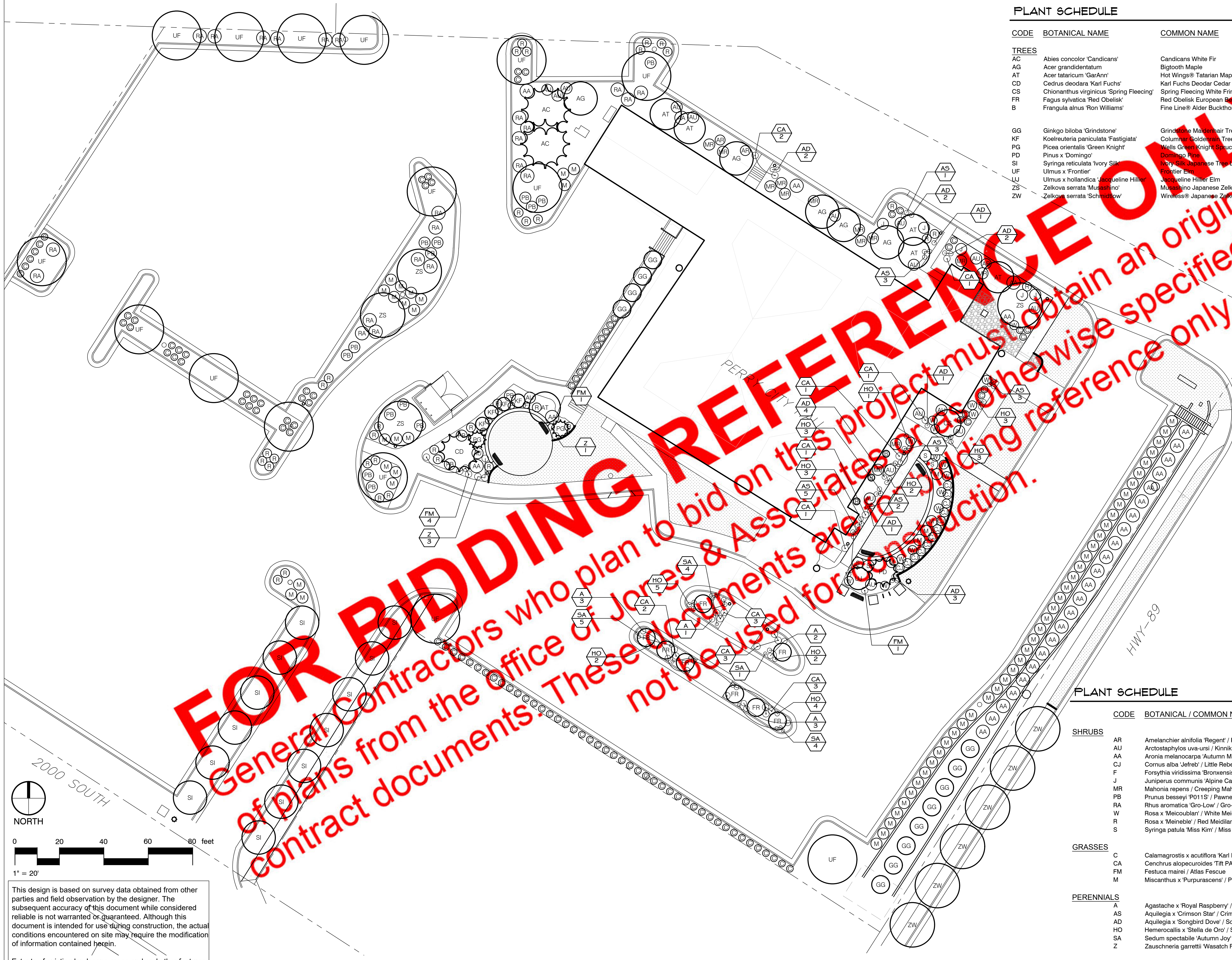
PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
TREES					
AC	Abies concolor 'Candicans'	Candicans White Fir	6' Ht.	2	
AG	Acer grandidentatum	Bigtooth Maple	15 gal.	5	Clump Form
AT	Acer tataricum 'GarAnn'	Hot Wings® Tatarian Maple	2' Cal.	6	Clump Form
CD	Cedrus deodara 'Karl Fuchs'	Karl Fuchs Deodar Cedar	6' Ht.	1	
CS	Chionanthus virginicus 'Spring Fleecing'	Spring Fleecing White Fringetree	15 gal.	1	Clump Form
FR	Fagus sylvatica 'Red Obelisk'	Red Obelisk European Beech	2' Cal.	8	
B	Frangula alnus 'Ron Williams'	Fine Line® Alder Buckthorn	5 gal.	3	Replace two existing, plant one additional. Space evenly on both sides of sign and between windows.
GG	Ginkgo biloba 'Grindstone'	Grindstone Maidenhair Tree	2' Cal.	12	
KF	Koeleruteria paniculata 'Fastigiata'	Columnar Goldenrain Tree	2' Cal.	4	
PG	Picea orientalis 'Green Knight'	Wells Green Knight Spruce	6' Ht.	2	
PD	Pinus x 'Domingo'	Domingo Pine	5' Ht.	1	
SI	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	2' Cal.	15	
UF	Ulmus x 'Frontier'	Frontier Elm	2' Cal.	15	
UU	Ulmus x hollandica 'Jacqueline Hillier'	Jacqueline Hillier Elm	15 gal.	1	
ZS	Zelkova serrata 'Musashino'	Musashino Japanese Zelkova	2' Cal.	4	
ZW	Zelkova serrata 'Schmidtlow'	Wireless® Japanese Zelkova	2' Cal.	6	

PLANT SCHEDULE

CODE	BOTANICAL / COMMON NAME	SIZE	QTY	
SHRUBS				
AR	Amelanchier alnifolia 'Regent' / Regent Serviceberry	5 gal.	3	
AU	Arctostaphylos uva-ursi / Kinnikinnick	2 gal.	18	
AA	Aronia melanocarpa 'Autumn Magic' / Autumn Magic Black Chokeberry	5 gal.	30	
CJ	Cornus alba 'Jefreb' / Little Rebel® Tatarian Dogwood	---	12	
F	Forsythia viridissima 'Bronxensis' / Bronx Forsythia	5 gal.	5	
J	Juniperus communis 'Alpine Carpet' / Juniper	5 gal.	5	
MR	Mahonia repens / Creeping Mahonia	2 gal.	13	
PB	Prunus besseyi 'P011S' / Pawnee Buttes® Sand Cherry	5 gal.	17	
RA	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac	5 gal.	23	
W	Rosa x 'Meicoubian' / White Meidiland® Shrub Rose	5 gal.	16	
R	Rosa x 'Meineble' / Red Meidiland® Rose	5 gal.	35	
S	Syringa patula 'Miss Kim' / Miss Kim Korean Lilac	5 gal.	4	
GRASSES				
C	Calamagrostis x acutiflora 'Karl Foerster' / Karl Foerster Feather Reed Grass	5 gal.	105	
CA	Cenchrus alopecuroides 'Tift PA19' / Jambalaya Fountain Grass	2 gal.	19	
FM	Festuca mairei / Atlas Fescue	2 gal.	6	
M	Miscanthus x 'Purpurascens' / Purple Flame Grass	2 gal.	67	
PERENNIALS				
A	Agastache x 'Royal Raspberry' / Meant to Bee™ Royal Raspberry Anise Hyssop	2 gal.	9	
AS	Aquilegia x 'Crimson Star' / Crimson Star Columbine	2 gal.	17	
AD	Aquilegia x 'Songbird Dove' / Songbird Dove Columbine	2 gal.	16	
HO	Hemerocallis x 'Stella de Oro' / Stella de Oro Daylily	2 gal.	28	
SA	Sedum spectabile 'Autumn Joy' / Autumn Joy Stonecrop	2 gal.	14	
Z	Zauschneria garrettii 'Wasatch Fire' / Wasatch Fire Hummingbird Trumpet	2 gal.	4	
SYMBOL CODE				
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
GROUND COVERS				
[Symbol]	LAWN	Lawn (Sod)	---	5,715 sf

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This design is based on survey data obtained from other parties and field observation by the designer. The subsequent accuracy of this document while considered reliable is not warranted or guaranteed. Although this document is intended for use during construction, the actual conditions encountered on site may require the modification of information contained herein.

Extents of existing landscape areas and other features are approximate and intended for reference only. Any disturbed areas outside the landscape areas shown shall be repaired at not additional cost to the owner.

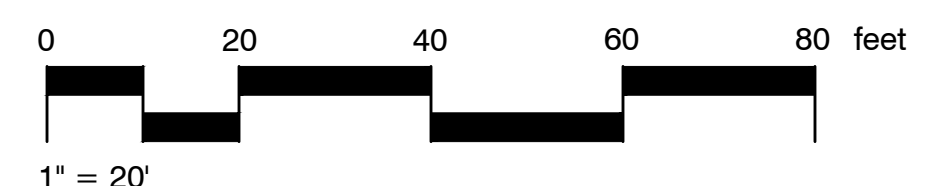
THE LODGE
PERRY, UT



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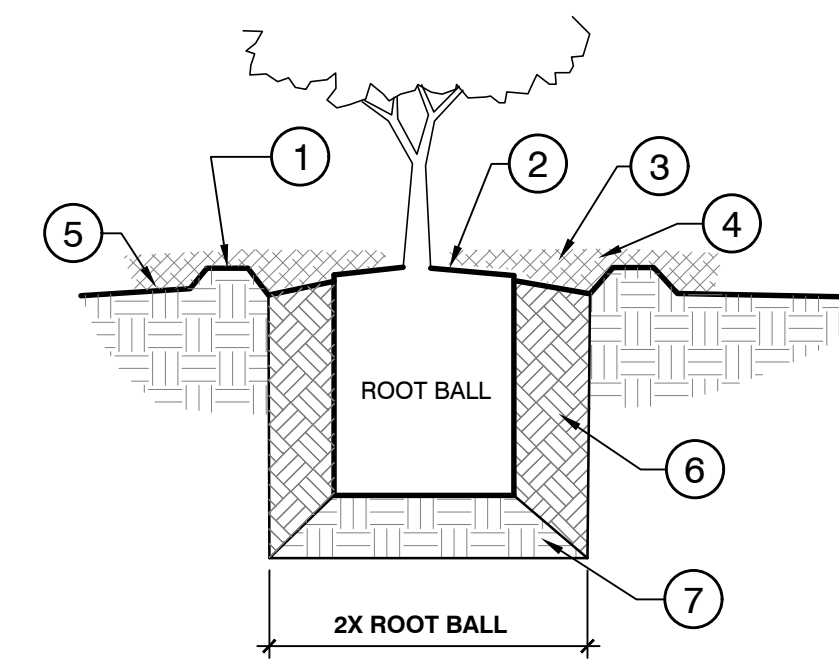
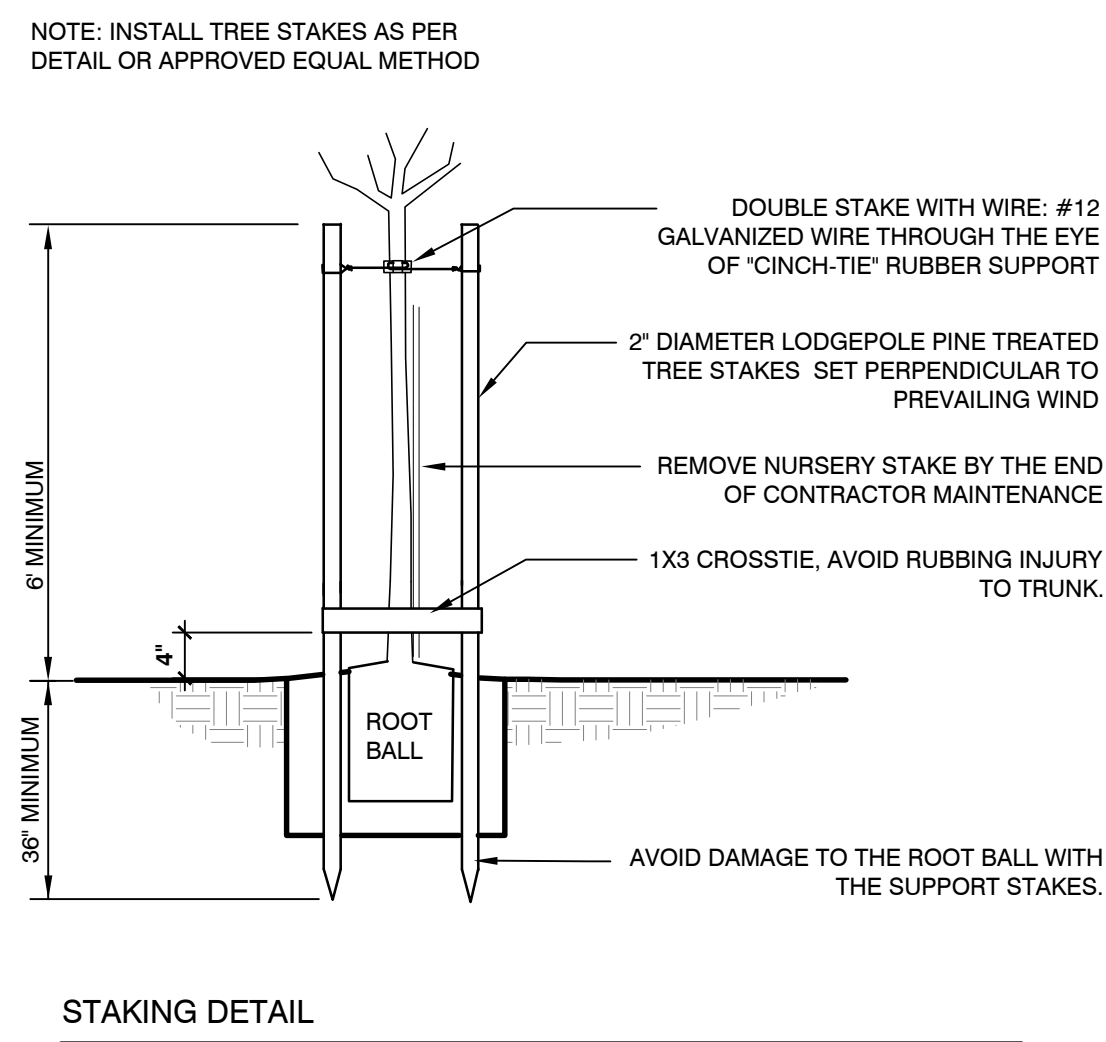
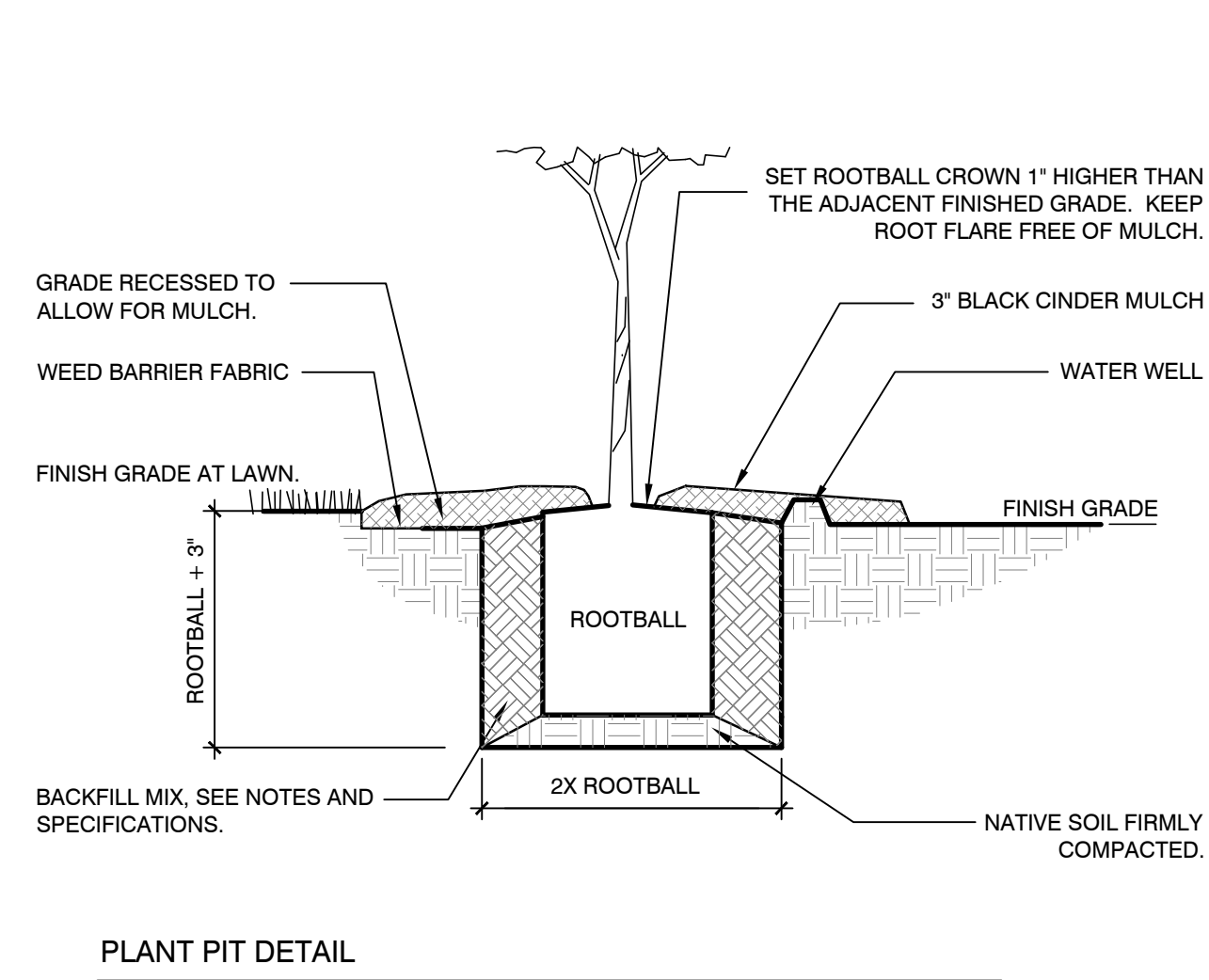
SITE CALLOUTS

- 1 - REMOVE EXISTING DIRT. REPLACE WITH 12" PLANTING SOIL. ALLOW OR 3" MULCH. FINISH GRADE TO BE 1/2" BELOW TOP OF CURB.
- 2 - CONTRACTOR TO PROVIDE AND INSTALL ELECTRICAL CONDUIT IN COORDINATION WITH ELECTRICIAN. CONDUIT TO BE GRAY PVC, MINIMUM SIZE 1". MINIMUM DEPTH 18".
- 3 - HAWTHORNE BOLLARD LIGHT
- 4 - MCCOTT AREA LIGHT
- 5 - PLAZA PLANTER
- 6 - MELLVILLE BENCH
- 7 - POE LITTER RECEPTACLE
- 8 - EMERSON BIKE RACK
- 9 - 4" THICK FIBER REINFORCED CONCRETE OVER 4" COMPACTED ROAD BASE
- 10 - 4" STAMPED AND STAINED CONCRETE OVER 8" ROAD BASE COMPACTED TO 95%. COORDINATE STAMP AND STAIN WITH OWNER. PROVIDE 3X3 SAMPLE FOR APPROVAL. POUR CONCRETE WITH FOUR SPOT FOOTINGS FOR FUTURE PERGOLA. SPOT FOOTINGS TO BE 18" X 36" MIN. SPACED IN A 20' X 20' SQUARE. MARK LOCATIONS ON SURFACE.
- 11 - REMOVE EXISTING VEGETATION INCLUDING TREES AND STUMPS.



This design is based on survey data obtained from other parties and field observation by the designer. The subsequent accuracy of this document while considered reliable is not warranted or guaranteed. Although this document is intended for use during construction, the actual conditions encountered on site may require the modification of information contained herein.

Extents of existing landscape areas and other features are approximate and intended for reference only. Any disturbed areas outside the landscape areas shown shall be repaired at not additional cost to the owner.



- 1 WATER WELL
- 2 SET ROOT BALL CROWN 1" HIGHER THAN SURROUNDING FINISHED GRADE. KEEP BASE OF SHRUB CLEAR OF MULCH.
- 3 SLOPE FINISHED GRADE AT BACKFILL AWAY FROM ROOT BALL.
- 4 3" BLACK CINDER MULCH TYP.
- 5 FINISH GRADE
- 6 AMENDED TOPSOIL
- 7 NATIVE SOIL FIRMLY COMPACTED

1 TREE PLANTING WITH DOUBLE STAKES

1" = 1'-0"

P-CO-LODGE-11

2 SHRUB PLANTING

1" = 1'-0"

P-CO-LODGE-07

Notes:

The contractor shall examine the site conditions under which the work is to be performed and notify the Owner's Authorized Representative (OAR) in writing of any unsatisfactory conditions. Do not proceed until conditions have been rectified. The contractor shall coordinate with all other associated trades to best facilitate the progress of the project.

Codes, laws, regulations, and permits by federal, state, county and city agencies for design, materials, and construction shall be researched and satisfied by the contractor. Report all problems to the OAR in writing.

Before any excavation the contractor shall notify blue stakes and coordinate with the OAR for the location of all sleeves, conduits, utilities, etc.

The contractor is responsible for finish grade elevations in the landscape areas. Finish grade shall be smooth and consistent. Allow for and provide weed barrier fabric and 3" Black Cinder mulch in all landscape and planted areas. All mulched areas to receive weed barrier fabric. All lawn areas shall be separated from shrub planting areas by concrete landscape curb - minimum width of 12", minimum depth of 6".

All plant materials must meet sizes indicated in schedules. The OAR reserves the right to refuse plant materials which do not meet the quality required of the project or industry standards. All deciduous trees shall have full, well shaped heads and a single vertical leader when appropriate to species.

All plant quantities are shown for convenience only. The contractor shall verify all quantities and provide plants necessary to complete the plantings as shown.

Planting soil = 75% clean topsoil thoroughly mixed with 25% compost. Planting soil is required as noted on the plans and shall be mixed 50/50 with existing soil as backfill for all trees and shrubs. Topsoil to be sourced from Kapp.

Tree location and final placement guidelines: Trees shown on these plans are located based on information provided by others. Contractor shall adjust the final tree placement based on 'As Constructed' locations of other site elements as needed and as outlined below. All changes to planting locations shall be approved by the OAR prior to installation.

1. 5 feet minimum from water meter, fire hydrants, utility box, utility pole, or light.
2. 3 feet minimum from driveway or property line.
3. 3 feet minimum horizontal distance from utility mainlines of any type.

Landscape maintenance shall be performed by the contractor during establishment (30 days following final acceptance of the landscape). Responsibilities include weed control, mowing, irrigation, repairs, and replacement of dead or unhealthy plant material. All plant material shall be guaranteed for one year following final acceptance. All materials that are not first class premium quality and condition shall be replaced by the contractor at no cost to the owner. The contractor shall schedule a pre and post guarantee meeting with the OAR. Failure to do so will mean the guarantee period has not been activated or completed.

Belgard pavers and walls to follow manufacturer recommendations. Pavers shall be set on a minimum base of 1" sand over 6" road base compacted to 96%.

Specifications for landscape and irrigation construction shall be the most recent APWA Manual of Standard Specifications.

FOR BIDDING REFERENCE ONLY
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of plans from the office of Jones & Associates or as otherwise specified in the
contract documents. These documents are for bidding reference only and shall
not be used for construction.

THE LODGE
PERRY, UT

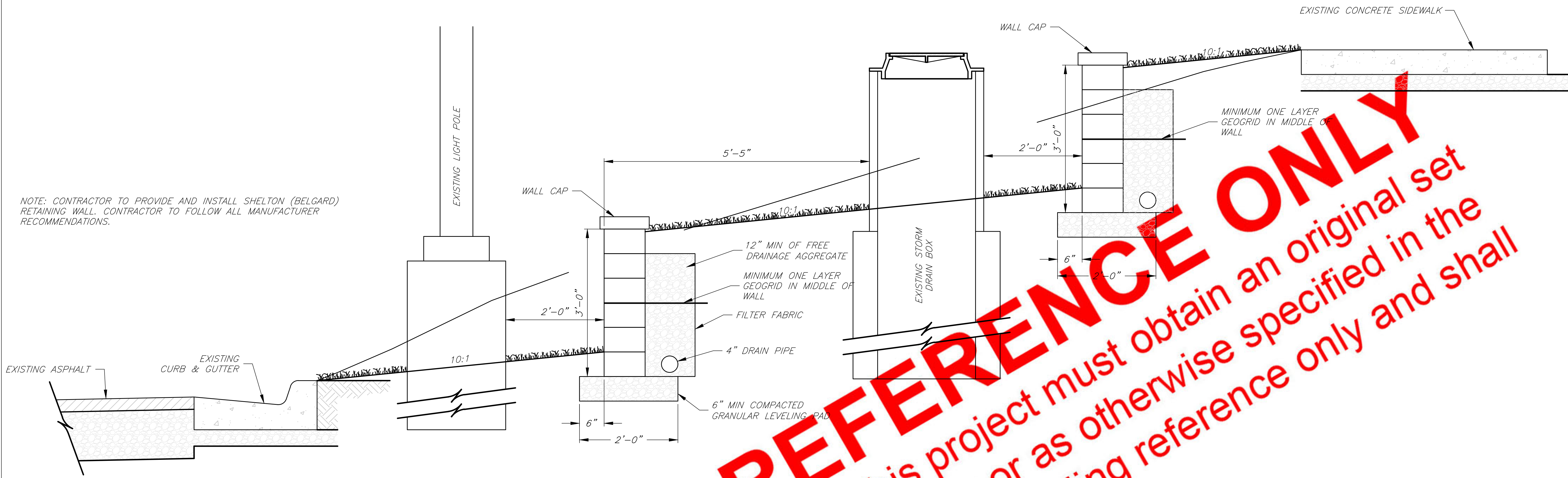
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L-103

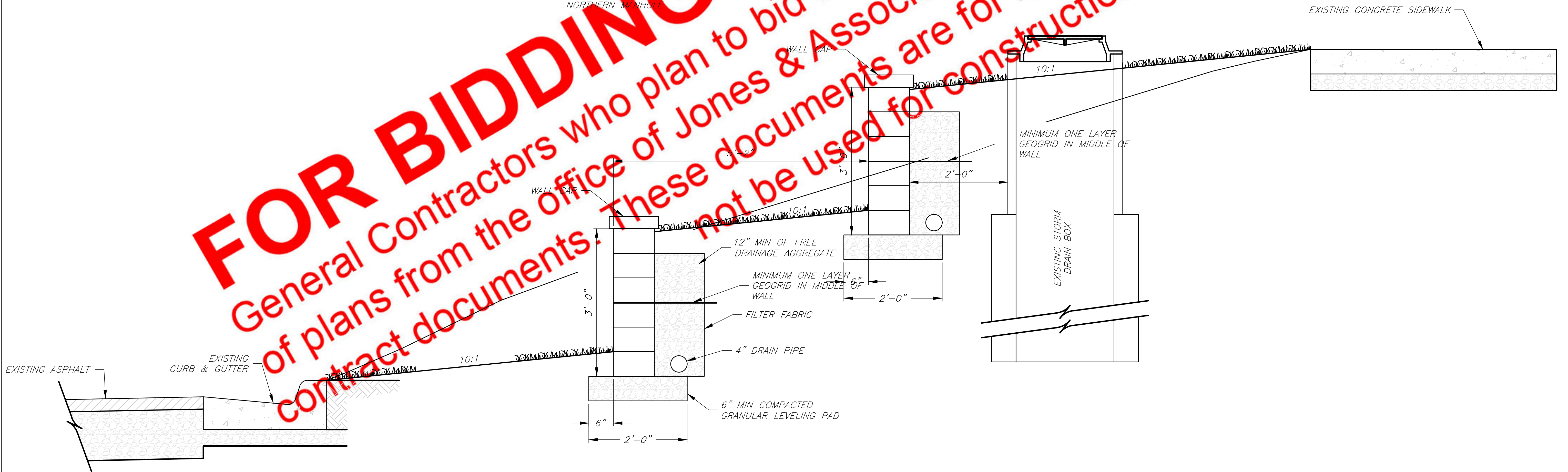
LANDSCAPE

DETAILS

NOTE: CONTRACTOR TO PROVIDE AND INSTALL SHELTON (BELGARD) RETAINING WALL. CONTRACTOR TO FOLLOW ALL MANUFACTURER RECOMMENDATIONS.



WALL CROSS SECTION A
NORTHERN MANHOLE



WALL CROSS SECTION B
SOUTHERN MANHOLE

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THE LODGE
PERRY, UT

SHEET

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SITE

DETAILS

Site Furnishings

Contractor to provide and install the following site furnishings. Contractor to install conduit and concrete base for site lighting. Coordinate installation of bollards and area light with city hired electrician. Contractor responsible with LED lighting incorporated with seat wall.

Follow all manufacturer recommendations.

Item	Qty	Description
Bench	5	Mellville Bench by Landscape Forms Backed without seat dividers Ipe Premium Wood and Bronze Metallic finish
Area Light	1	Alcott by Landscape Forms 12ft height, 3000k, with outlet Bronze Metallic finish
Bollard Light	10	Hawthorne Path Light by Landscape Forms Bronze Metallic finish 3000k, with outlet
Trash Receptacle	3	Poe Litter by Landscape Forms Bronze Metallic finish Side opening, no signage, no lock

Item	Qty	Description
Bicycle Rack	2	Emerson Bike Rack by Landscape Forms Bronze Metallic finish Surface Mount
Planter	3	Plaza Planter by Landscape Forms 48sq X 32h Ipe Premium Wood
Stamped Concrete: Submit sample for approval prior to installation.		

Notes:

Install 1" gray pvc pipe for electrical conduit as noted. Provide and install junction pull boxes for electrician at all horizontal turns and intersections. Install sweeps at all vertical turns. Contractor to install concrete bases and conduit for lighting as per manufacturer requirements. Coordinate installation of electrical conduit and concrete bases for lighting with city hired electrician.

Irrigation Notes:

Contractor to thoroughly explore and investigate existing irrigations systems. Contractor to provide owner an irrigation concept plan according to the parameters and requirements of these drawings.

Relocate backflow preventer as indicated on plans. Install a quick coupler immediately following backflow preventer. Provide and install EZ-FLO EZKIT-5 as per manufacturer recommendations immediately downstream of backflow preventer. Install EZ-FLO fertigation system below grade in extra large valve box. Replace all existing valves and valve boxes. All valves shall be Hunter ICV. Drip areas to utilize ICV drip kits with regulators and filters. Run new sprinkler wire from all valves to new irrigation controller. Run two extra wires to end of wire run. New irrigation controller to be Hunter Hydrwise in outdoor box and equipped with two additional unused stations.

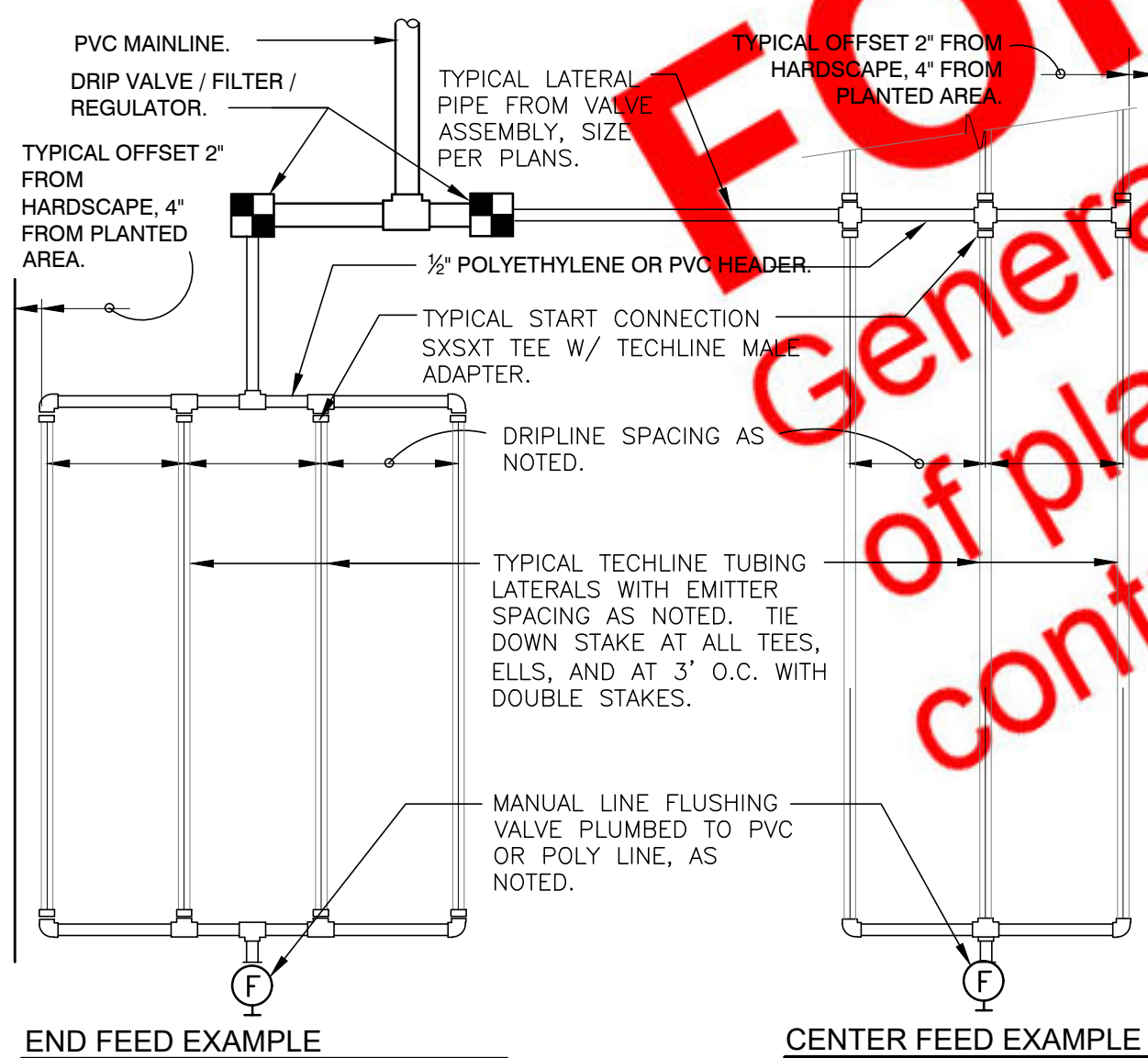
Lawn areas shall be irrigated with overhead spray (MP Rotators nozzles on Hunter PROS-40 4" pop-up heads) placing heads with 85% coverage. Planting areas shall be irrigated with Netafim Techline CV dripline with .4gph emitters spaced 12" along the line. Lines shall be spaced 18" when installed in rows as shown in detail #1. Install drip line in rows in areas where planting is dense. Implement drip rings as shown in detail #2 for other areas with less dense planting.

Create irrigation zones to maintain the minimum operating pressure needed for all irrigation equipment. Follow all manufacturer recommendations. Piping shall be sized to maintain velocities less than 5 feet per second. All laterals shall be 1" minimum size. All mainlines shall be 1 1/4" minimum size. Remove all abandoned irrigation lines discovered during demo and construction.

Install drip tubing at finish grade below bark mulch. Install 2 wire stakes (crossed) every 3' along drip tubing to secure in place. Install all mainline and lateral pipes 12" 18" below finish grade. Bed all pipes in 6" sand on all sides.

Install sleeves under new hard surfacing and existing sidewalks to provide irrigation to all landscape areas. Sleeves to be a minimum 3" diameter. Install additional sleeves as necessary to accommodate irrigation lines. Extend all sleeves a minimum 6" beyond edge of hard surfacing. Sleeves to be a minimum 6" below hard surfacing and no more than 18" below hard surfacing. Some sleeves are existing, however boring and installation of additional sleeves is anticipated. Boring under extensive existing hard surfacing shall be performed by owner. Contractor to coordinate locations for irrigation and electrical sleeving. Contractor to install sleeves under proposed hard surfaces. Contractor to inspect existing conditions prior to bid. Some sleeves needed under extensive existing hard surfaces will be bored and installed by Perry City as noted on the plans.

Install manual drains with 3 cf of gravel for drainage at the low point of each irrigation zone. Manual drains shall be constructed with a ball valve and downward oriented pvc elbow. Provide access via round valve box.

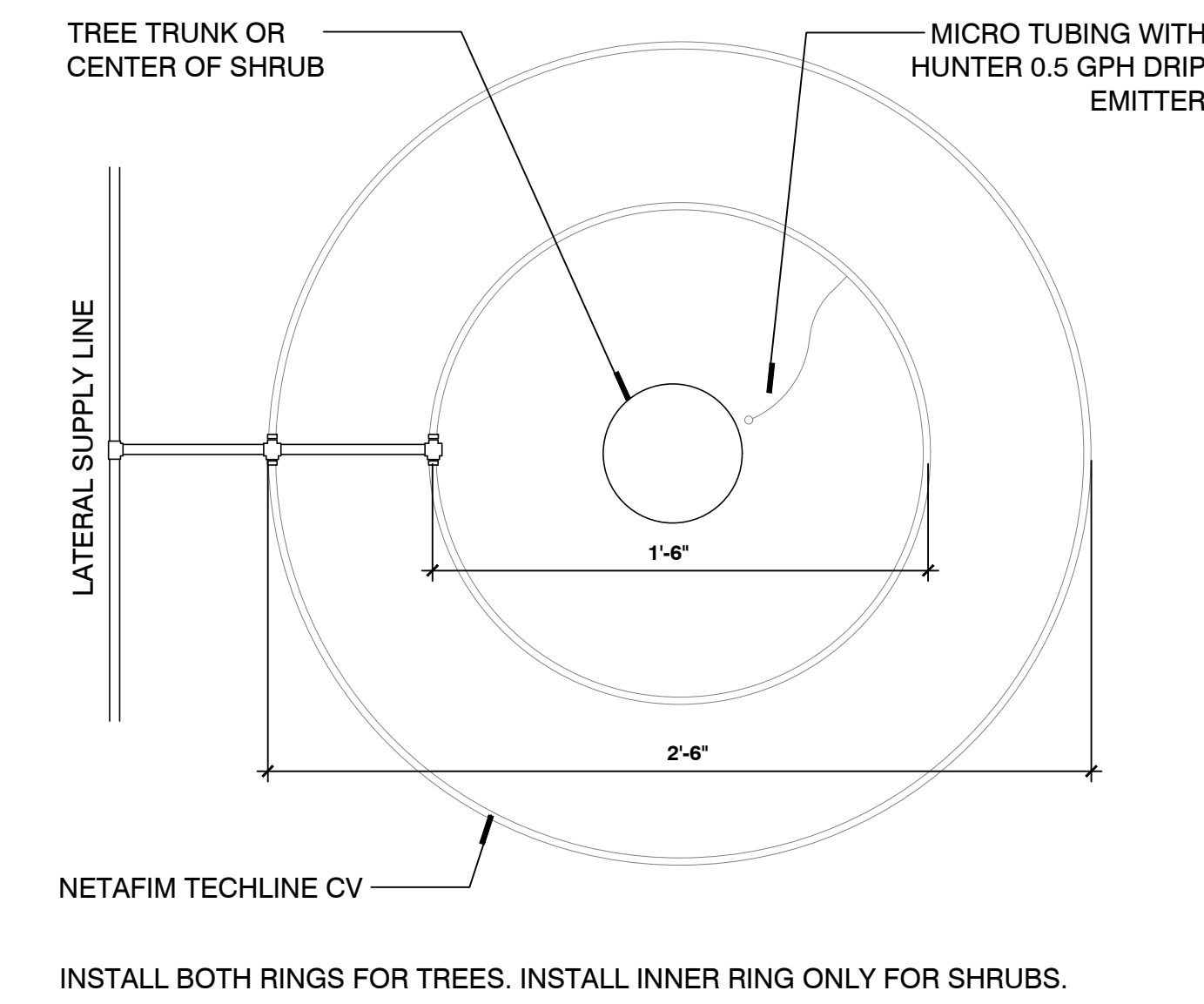
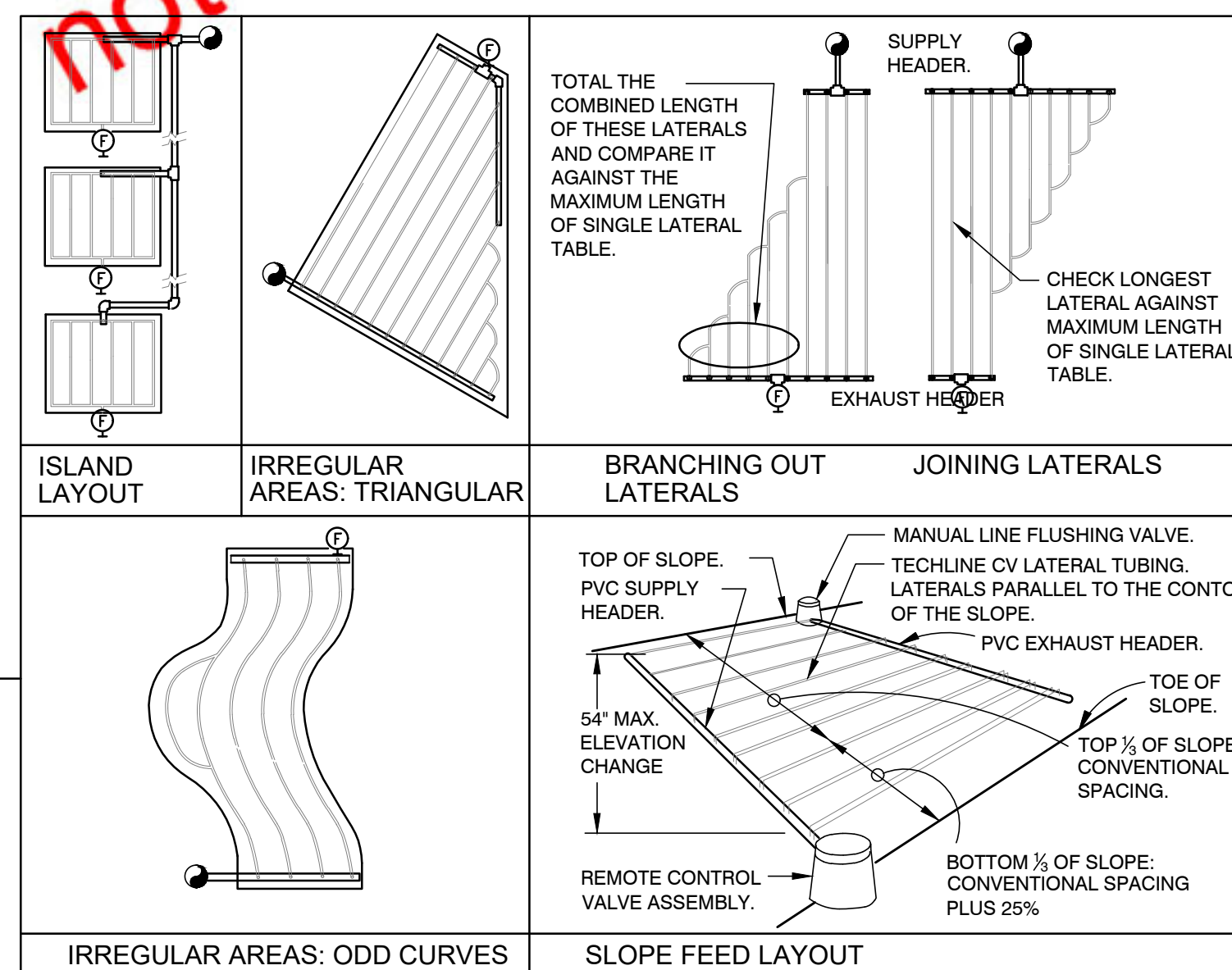


TECHLINE CV MAXIMUM LENGTH OF SINGLE LATERAL (FEET)										
DRIPLINE SPACING	DRIPLER FLOW RATE (GPH)									
	0.26	0.4	0.6	0.9	0.26	0.4	0.6	0.9	0.6	0.9
5'	127	109	85	65	177	151	120	91	152	116
25'	427	321	256	194	604	459	361	274	458	348
35'	589	409	322	244	763	579	456	346	580	440
45'	618	469	369	280	877	664	523	397	666	506

TECHLINE CV FLOW PER 100 FEET										
DRIPLER SPACING	0.26 GPH DRIPPER		0.4 GPH DRIPPER		0.6 GPH DRIPPER		0.9 GPH DRIPPER			
	GPH	GPM	GPH	GPM	GPH	GPM	GPH	GPM		
12"	26.40	0.44	40.00	0.67	61.00	1.02	92.00	1.53		
18"	17.58	0.29	26.67	0.44	41.00	0.68	61.00	1.02		
24"	N/A	N/A	N/A	N/A	31.00	0.51	46.00	0.77		

	WATER SOURCE: DRIP VALVE OR LATERAL FROM VALVE.		MANUAL LINE FLUSING VALVE PLUMBED TO PVC OR POLY.
	TYPICAL SUPPLY HEADER.		TYPICAL TECHLINE DRIPPER LINE TUBING.
	TYPICAL PVC OR POLY SUPPLY OR EXHAUST HEADER.		

1 TYPICAL NETAFIM TECHLINE CV REQUIREMENTS
3" = 1'-0"



2 TREE AND SHRUB DRIP RING
2" = 1'-0"

DATE: 02/25/2025

DESIGNER: RJB

801.682.3558

THE LODGE
PERRY, UT

SHEET

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SITE AND
IRRIGATION

DETAILS

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