



CITY OF LOGAN
LOGAN, UTAH

*Logan River at Rendezvous Park
Channel and Floodplain Restoration
Logan, Utah*

Contract Documents
and Specifications

July 3, 2017

PROJECT MANAGER

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Separate documents found at http://www.loganutah.org/bid_detail_T11_R75.php

Drawings
Technical Specifications

BID REQUEST

Sealed bids will be received by the City of Logan Purchasing Agent at City Hall, 290 North 100 West, until 2:00 p.m., July 21, 2017, for:

Logan River at Rendezvous Park Channel and Floodplain Restoration

Bid opening will then be held in the City Hall Conference Room.

An on-site mandatory pre-bid meeting will be held on Monday July 17, 2017 at 1:30 p.m.

Meet in the parking lot south of Rendezvous Park (Dog Park) for all interested contractors. The purpose of the meeting is to discuss expectations and special circumstances of the project. Only those in attendance will be allowed to bid as primary contractors. Sub-contractors and vendors are not required to attend, but are welcome.

Specifications are available on the Logan City website and on file in the office of the Logan City Purchasing Agent, 290 North 100 West, Logan, Utah, and copies may be obtained by prospective bidders.

Contractors should be prepared to submit documentation with their PROPOSAL as outlined in the INSTRUCTIONS FOR BIDDERS as a part of a Contractor Qualification Process.

A Bid Bond, or cashier's check for 5% of bid, payable to City of Logan, must accompany each bid, along with a proposed SCHEDULE FOR CONSTRUCTION COMPLETION.

Upon awarding of the bid, a PAYMENT BOND and a PERFORMANCE BOND will be required for 100% of any bid which exceeds \$5,000.

Questions regarding bid, please contact Darren Olsen at dolsen@bio-west.com.

The right is reserved by the City of Logan to reject any or all bids.

Dated this July 3, 2017.

Lori Mathys
Purchasing Agent

INSTRUCTIONS TO BIDDERS

Bids will be received by the **CITY OF LOGAN** (herein called "Owner"), at 290 North 100 West, Logan, Utah until **2:00 p.m.** on **July 21, 2017** and then publicly opened and read aloud.

During the Bidding period all questions pertaining to the project or bid must be submitted in writing by July 19, 2017 @ 5:00 p.m. to Darren Olsen, at dolsen@bio-west.com. The responses to these questions will be posted daily on the City of Logan's, Purchasing Division website. The website address is: <http://purchase.loganutah.org>

Each Bid must be submitted in a sealed envelope addressed to Purchasing Agent, City of Logan, 290 North 100 West, Logan, Utah. Each sealed envelope should bear on the outside the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the owner at the address above.

All Bids must be submitted on the required BID SCHEDULE. All blank spaces for unit prices and total costs must be filled in, in ink or typewritten, and the BID SCHEDULE must be fully completed showing the total of the bid and executed when submitted. Only one copy of the Bid Schedule is required.

Any Bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. The purchasing agent or her representative shall have possession of the bids at the designated time and location. Any Bid en-route, either in the mail or at other locations in the City; will not be considered timely and will be returned unopened. No Bidder may withdraw a Bid within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

The Bidder shall submit as a part of their Bid the included CONTRACTOR QUALIFICATION FORM outlining experience of the Bidder on similar projects over the past three (3) years. This form will be used to help determine the qualifications of the Bidder. Any Bid which does not include a CONTRACTOR QUALIFICATION FORM, shall be considered non-responsive and shall be returned to the BIDDER without being read.

Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.

Each BID must include a detailed SCHEDULE FOR CONSTRUCTION COMPLETION showing the anticipated beginning date, the nature and sequence of construction activity including SWPPP implementation, and the approximate completion date. The time to complete

the work shall be less than or equal to the time allowed to complete the work as shown on the PROPOSAL form, but shall not exceed the time allowed for completion as shown on the PROPOSAL form. Any BID which does not include a SCHEDULE FOR CONSTRUCTION COMPLETION shall be considered non-responsive and shall be returned to the BIDDER without being read.

Liquidated Damages are a part of this Contract. The only way to extend the completion date for a project is by CHANGE ORDER. If the work is not completed by the completion dates as set by the approved SCHEDULE FOR CONSTRUCTION COMPLETION submitted, or as adjusted by CHANGE ORDER, Liquidated Damages will be imposed for every day, Sundays and City observed holidays excluded, that the work proceeds past the completion date, including time to complete the "Punch List" items.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and review of the Drawings and Specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The Owner shall provide to Bidders prior to bidding, all information which is pertinent to, and delineates and describes, the land owned and easements or rights-of way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor. All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer. Only questions answered by the formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Each Bid must be accompanied by a BID BOND payable to the Owner for five percent of the total amount of the Bid. As soon as the bid prices have been compared, the Owner will return the Bid Bonds of all except the three lowest responsible Bidders. When the Contract for Construction is executed, the Bid Bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, at which time it will be returned. A certified check may be used in lieu of a Bid Bond.

Attorneys-in-fact who sign Bid Bonds or Payment Bond and Performance Bond must file with each Bond a certified and effective dated copy of their power of attorney.

The party to whom the Project is awarded will be required to execute the CONTRACT FOR CONSTRUCTION and obtain the PERFORMANCE BOND AND PAYMENT BOND and PROOF OF INSURANCE within the (10) calendar days from the date when NOTICE OF AWARD is delivered to the Bidder. The NOTICE OF AWARD shall be accompanied by the necessary CONTRACT FOR CONSTRUCTION and Bond forms. In case of failure of the Bidder to execute the CONTRACT FOR CONSTRUCTION, the Owner may at his option

consider the Bidder in default, in which case the BID BOND accompanying the Proposal shall become the property of the Owner.

The Owner within sixty days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and CONTRACT FOR CONSTRUCTION signed by the party to whom the Contract was awarded shall sign the Contract and return to such party an executed duplicate of the Contract. Should the Owner not execute the Contract within such period, the Bidder may by written notice withdraw his signed Contract. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The NOTICE TO PROCEED shall be issued within ten (10) calendar days of the execution of the CONTRACT FOR CONSTRUCTION by the Owner. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the Owner and Contractor. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the part of either party.

The Owner may make such investigations as the Owner deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data the Owner may request. The Owner may reject any Bid if the evidence submitted, or an investigation of such Bidder fails to satisfy the Owner that the Bidder will complete the work contemplated therein or if Bidder fails to furnish requested information.

A conditional or qualified Bid will not be accepted.

Award will be made according to Logan City Municipal Code.

All applicable laws, ordinances, and rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents, including SPECIAL PROVISIONS and the CITY OF LOGAN STANDARDS AND SPECIFICATIONS. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

NOTE: Bidder agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices. Bid prices shall include sales tax and all other applicable taxes and fees.

Item	Description	Unit	Quantity	Unit Price	Item Price
1	Mobilization	Lump Sum	1		
2	Traffic Control (includes pedestrian trail traffic control)	Lump Sum	1		
3	Create and Implement Storm Water Pollution Prevention Plan (SWPPP)	Lump Sum	1		
4	Survey (1. Tree removal survey 2. Construction survey elevations and layout 3. As-built post construction topography)	Lump Sum	1		
5	Construct Temporary Construction Entrance / Wash Area	Cubic Yard	450		
6	Remove Existing Invasive Trees (includes mulching and/or removing 400 trees and rootwad 12" to 60" dia. and stockpiling mulch)	Lump Sum	1		
7	Site Clearing and Grubbing (includes mulching and or removing 50 woody debris piles)	Lump Sum	1		
8	Strip, Stockpile and Re-plant native shrubs	Lump Sum	1		
9	Strip, Stockpile and Spread Topsoil	Cubic Yard	800		
10	Contractor Furnished Topsoil (6" thick)	Cubic Yard	1,400		
11	Excavation (20,100 cy Cut minus 8,100 cy Fill)	Cubic Yard	12,000		
12	Embankment (8,100 cy Fill)	Cubic Yard	8,100		
13	Install toe rock and riffle boulders at Logan River channel and bank. Perform Logan River floodplain finish work (includes hauling rock material provided by Owner)	Hours	160		
14	Perform finish work in abandoned channel and new Spring Creek (with water control for Spring Creek)	Hours	80		

Item	Description	Unit	Quantity	Unit Price	Item Price
15	Install Perforated PVC Weep Culverts (includes two 12" dia. Pipes, geotech fabric, and 1 inch washed rock)	Linear Feet	300		
16	Install Gravel Access	Cubic Yard	330		
17	Construct 8-foot Concrete Sidewalk	Square Foot	2,000		
18	Install Riparian Seed Mix at 50 Foot Buffer (44.1 lbs. per acre)	Acre	3.0		
19	Hydromulch and Tackifier at 50 Foot Buffer	Acre	3.0		
20	Install Riparian Seed Mix at Invasive Tree Removal / Enhancement Areas (22 lbs. per acre)	Acre	3.10		
21	Hydromulch and Tackifier at Invasive Tree Removal / Enhancement Areas (only on seeded areas)	Acre	3.10		
22	Install Wetland Seed Mix at 50 Foot Buffer and Spring Creek restoration reach (22.1 lbs. per acre)	Acre	2.0		
23	Hydromulch and Tackifier at 50 Foot Buffer and Spring Creek restoration reach	Acre	2.0		
24	Install Riparian Seed Mix at Invasive Tree Removal / Enhancement Areas (11 lbs. per acre)	Acre	1.70		
25	Hydromulch and Tackifier at Invasive Tree Removal / Enhancement Areas (only on seeded areas)	Acre	1.70		
26	Install Shrubs (Tubelings)	Each	240		
27	Install Shrubs (1 Gallon)	Each	250		
28	Install Willows (21" Tall Pots)	Each	450		
29	Install Trees (30" Tall Pots)	Each	413		
30	Install Temporary Straw Wattles (includes removal)	Linear Feet	5,100		
31	Install Temporary Wood Mulch Trail (On site Mulch)	Cubic Yard	160		

Item	Description	Unit	Quantity	Unit Price	Item Price
32	Install Rope Barrier	Linear Feet	2,800		
33	Install Temporary Rock Check Dam	Each	4		

TOTAL \$ _____

COMPANY NAME _____

AUTHORIZED SIGNATURE _____

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

1. General Description of Measurement and Payment

1.2 GENERAL ITEMS

1. Units of measurement are listed in the bid schedule.
2. See measurement and payment procedures in APWA Section 01 29 00.
3. Unit of Measure: Refer to the measurement and bid item that identifies the unit of measurement to be used for unit price items.

1.3 SCHEDULE OF BID ITEMS

1. MOBILIZATION
 - A. Measurement will be lump sum complete. Payment shall be:
 1. 50% at first pay estimate; and
 2. 50% at final pay estimate
 - B. Payment covers cost of mobilization, installation of all temporary facilities and bringing all necessary construction equipment to the site. Upon completion of the Work any unpaid amount of the original contract for the separate item of mobilization and temporary facilities will be paid. Also includes: any and all temporary facilities including but is not limited to water, power, fencing (permanent or temporary), fence removal as required, solid waste disposal, sanitation facilities, and any other temporary facilities or utilities, etc., and any and all permits required, and all other items not covered in other bid items.
2. TRAFFIC CONTROL
 - A. Measurement shall be lump sum complete. Payment shall be:
 1. 25% at first pay estimate;
 2. 50% at 75% completion pay estimate;
 3. 25% at final pay estimate.
 - B. Bid price includes cost of creating a traffic control plan acceptable to Engineer, and certified traffic control technician to provide a safe work zone including all vehicular, bicyclists, and pedestrian traffic. The contractor shall provide traffic control for this project and for utility providers performing work related to this project.
 - C. Bid price includes cost of obtaining right of way permit.
3. CREATE AND IMPLEMENT STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
 - A. Measurement will be lump sum complete. Payment shall be:
 1. 50% at first pay estimate; and
 2. 50% at final pay estimate
 - B. Payment covers all cost associated with preparation, in cooperation with the City of Logan, and implementation of a storm water pollution

prevention plan (SWPPP) acceptable to Logan City Storm Water Inspector throughout the duration of the project and until the site reaches ‘Permanent Stabilization’.

- C. The contractor shall obtain and maintain current, a Utah Pollutant Discharge Elimination (UPDES), Storm Water General permit, Notice of Intent and Notice of Termination at the appropriate times specified in the permit.
- D. This item will consist of the weekly inspections of all BMP’s, site cleanup and housekeeping, and all other BMP’s not specifically paid for under separate bid items, inspect BMP’s following any rainstorm exceeding ¼” as measured at the KVNU Radio station and/or expected to have occurred on the site. Inspections shall be performed and recorded by an RSI registered inspector or equivalent. Inspections shall be logged on a Utah DWQ approved inspection form. Inspections shall continue for the duration of the project until the site reaches “Permanent Stabilization” as defined in the UPDES Construction General Permit (CGP).
- E. The Contractor is responsible to ensure that no storm water pollution leaves the designated work zone by implementing standard BMP’s and common practices approved by the Engineer and documented in the SWPPP.
- F. Payment includes all permits, labor, materials, equipment, and costs associated with implementing and maintaining compliance with all requirements of the General Permit for Construction Dewatering and Hydrostatic Testing (UTG070000) as required by the State of Utah Division of Water Quality, Department of Environmental Quality, and payment includes all costs associated with design and implementation of collection, treatment, monitoring, inspecting, and testing requirements of the General Permit for Construction Dewatering and Hydrostatic Testing (UTG070000) as required by the State of Utah Division of Water Quality, Department of Environmental Quality.

4. SURVEY

- A. Measurement shall be lump sum complete. Payment shall be:
 - 1. 25% at first pay estimate;
 - 2. 50% at 75% completion pay estimate;
 - 3. 25% at final pay estimate.
- B. The unit price to be paid for this item shall be considered compensation in full for all labor, materials and equipment necessary to Provide Surveying for Project by a Licensed Surveyor to include survey control verification, construction staking, quantity verification, and as-built survey.
- C. Bid price includes all labor, products, tools, equipment, transportation, services and incidentals associated with establishing and providing survey and support for utility providers as needed for maintenance, relocation, new installation, etc. as part of this project.
- D. The surveyor hired shall be licensed as a surveyor in the State of Utah and all survey shall be verified by the Licensed Surveyor.
- E. The final punch list will not be signed off until the project is complete

and a red-lined copy plan set denoting changes from the original design is provided to the Engineer and verified complete by the licensed surveyor.

5. CONSTRUCT TEMPORARY CONSTRUCTION ENTRANCE / WASH AREA
 - A. Measurement is per cubic yard compacted in place.
 - B. Payment will include installation of gravel and drainage fabric and removal of materials at end of construction.

6. REMOVE EXISTING INVASIVE TREES
 - A. Measurement will be made by lump sum.
 - B. Payment will include mulching and removal of stumps, roots, trunks, branches and foliage, backfill and compaction as required for existing tree.

7. SITE CLEARING AND GRUBBING
 - A. Measurement will be made by lump sum.
 - B. Payment will include the removal of obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 2. Use only hand methods for grubbing within protection zones.

8. STRIP, STOCKPILE AND RE-PLANT NATIVE SHRUBS
 - A. Measurement will be made by lump sum.
 - B. Payment will include the excavation of native trees and shrubs and stockpile them at a location that is acceptable to the Owner's Representative.
 - C. Relocate native trees and shrubs where identified on plans after final grading activities have been approved.

9. STRIP, STOCKPILE AND SPREAD TOPSOIL
 - A. Measurement is per cubic yard compacted in place.
 - B. Strip the topsoil only from areas to be excavated as identified on the plans.
 - C. Leave in place and protect individual trees, groups of trees, shrubs, or other vegetation to be protected during construction as noted on the plans.
 - D. Stockpile stripped topsoil at location that is acceptable to the Owner's Representative.
 - E. Grade to minimize erosion on and around the stockpile.
 - F. Place and spread topsoil over the area identified on plans after final grading activities have been approved.

10. CONTRACTOR FURNISHED TOPSOIL
 - A. Measurement is per cubic yard compacted in place.
 - B. Payment will include providing clean approved topsoil to be brought in from off site.
 - C. Clear the areas to receive topsoil of all trash, debris, and weeds. Dispose

- D. of objectionable material in an approved manner.
 - D. Place and spread the topsoil over prepared area to the depth of 6 inches.
11. EXCAVATION (CUT)
 - A. Measurement is per cubic yard excavated.
 - B. Payment will include the removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 12. EMBANKMENT (FILL)
 - A. Measurement is per cubic yard compacted in place.
 - B. Payment will include using soil materials used to raise existing grades.
 13. INSTALL TOE ROCK AND RIFFLE BOULDERS AT LOGAN RIVER CHANNEL AND BANK.
 - A. Measurement is by hours worked.
 - B. Payment will include performing Logan River floodplain finish work and hauling rock material.
 - C. Rock will be provided by Owner.
 - D. Rock shall be placed where identified on plans after final grading activities have been approved.
 14. PERFORM FINISH WORK IN ABANDONED CHANNEL AND NEW SPRING CREEK.
 - A. Measurement is by hours worked.
 - B. Payment will include performing new Spring Creek finish work with water control methods for the new channel.
 15. INSTALL PERFORATED PVC WEEP CULVERTS (2)
 - A. Measurement is per linear foot.
 - B. Payment will include installing two 12" diameter pipes with geotech fabric and 1 inch washed rock.
 - C. Pipes will be installed where identified and specified on plans.
 16. INSTALL GRAVEL ACCESS.
 - A. Measurement is per cubic yard.
 - B. Payment will include installation of 12-inch-thick untreated base course and 6-inch gravel compacted for site access.
 17. CONSTRUCT 8-FOOT CONCRETE SIDEWALK
 - A. Measurement is by square foot.
 - B. Payment includes cost of labor, material, and equipment needed to construct an 8-foot-wide, 6-inch-thick sidewalk as per APWA as Amended by Logan City Plan No. 231.
 - C. Bid price includes cost of supplying, installing, and compacting untreated base course as leveling material and foundation material.
 18. INSTALL RIPARIAN SEED MIX AT 50 FOOT BUFFER
 - A. Measurement is by pounds per acre.
 - B. Payment includes installation of riparian seed mix at 50-foot buffer that is

- indicated on plans and spread at 44.1 pounds per acre.
 - C. Contractor is responsible for obtaining the seed mix specified.
- 19. INSTALL HYDROMULCH AT 50 FOOT BUFFER
 - A. Measurement is by pounds per acre.
 - B. Payment includes installation of Wood Fiber Hydromulch with Tackifier to protect seeded areas from wind and water erosion during establishment. Hydromulch to be spread at 50-foot buffer that is indicated on plans and spread at 3,000 pounds per acre.
 - C. Contractor is responsible for obtaining the Hydromulch specified.
- 20. INSTALL RIPARIAN SEED MIX AT INVASIVE TREE REMOVAL / ENHANCEMENT AREAS
 - A. Measurement is by pounds per acre.
 - B. Payment includes installation of riparian seed mix at the Invasive Tree Removal / Enhancement Areas that is indicated on plans and spread at 22 pounds per acre.
 - C. Contractor is responsible for obtaining the seed mix specified.
- 21. INSTALL HYDROMULCH AT INVASIVE TREE REMOVAL / ENHANCEMENT AREAS
 - A. Measurement is by pounds per acre.
 - B. Payment includes installation of Wood Fiber Hydromulch with Tackifier to protect seeded areas from wind and water erosion during establishment. Hydromulch to be spread at the Invasive Tree Removal / Enhancement Areas that is indicated on plans and spread at 1,500 pounds per acre.
 - C. Contractor is responsible for obtaining the Hydromulch specified.
- 22. INSTALL WETLAND SEED MIX AT 50 FOOT BUFFER AND SPRING CREEK RESTORATION REACH
 - A. Measurement is by pounds per acre.
 - B. Payment includes installation of wetland seed mix at 50-foot buffer and Spring Creek Restoration Reach that is indicated on plans and spread at 22.1 pounds per acre.
 - C. Contractor is responsible for obtaining the seed mix specified
- 23. INSTALL HYDROMULCH AT 50 FOOT BUFFER AND SPRING CREEK RESTORATION REACH
 - A. Measurement is by pounds per acre.
 - B. Payment includes installation of Wood Fiber Hydromulch with Tackifier to protect seeded areas from wind and water erosion during establishment. Hydromulch to be spread at the 50-foot buffer and Spring Creek Restoration Reach that is indicated on plans and spread at 1,500 pounds per acre.
 - C. Contractor is responsible for obtaining the Hydromulch specified.
- 24. INSTALL RIPARIAN SEED MIX AT INVASIVE TREE REMOVAL /

ENHANCEMENT AREAS

- A. Measurement is by pounds per acre.
- B. Payment includes installation of riparian seed mix at the Invasive Tree Removal / Enhancement Areas that is indicated on plans and spread at 11 pounds per acre.
- C. Contractor is responsible for obtaining the seed mix specified.

25. INSTALL HYDROMULCH AND TACKIFIER AT INVASIVE TREE REMOVAL / ENHANCEMENT AREAS

- A. Measurement is by pounds per acre.
- B. Payment includes installation of Wood Fiber Hydromulch with Tackifier to protect seeded areas from wind and water erosion during establishment. Hydromulch to be spread at the Invasive Tree Removal / Enhancement Areas that is indicated on plans and spread at 750 pounds per acre.
- C. Contractor is responsible for obtaining the Hydromulch specified.

26. INSTALL SHRUBS (TUBELINGS)

- A. Measurement is by each installed.
- B. Payment includes digging or drilling holes in preparation for installing shrub tubelings.
- C. Shrub tubelings shall be installed by species where indicated on plans or approval of the Owner's Representative.
- D. Contractor is responsible for obtaining the Shrub tubelings specified.

27. INSTALL SHRUBS (1 GALLON)

- A. Measurement is by each installed.
- B. Payment includes digging or drilling holes in preparation for installing 1-gallon size shrubs.
- C. Shrub shall be installed by species where indicated on plans or approval of the Owner's Representative.
- D. Contractor is responsible for obtaining the 1-gallon size shrubs specified.

28. INSTALL WILLOWS (21-INCH-TALL POTS)

- A. Measurement is by each installed.
- B. Payment includes digging or drilling holes in preparation for installing 21-inch-tall Willow pots.
- C. Willows shall be installed by species where indicated on plans or approval of the Owner's Representative.
- D. Contractor is responsible for obtaining the 21-inch-tall Willow pots specified.

29. INSTALL TREES (30-INCH-TALL POTS)

- A. Measurement is by each installed.
- B. Payment includes digging or drilling holes in preparation for installing 30-inch-tall Tree pots.
- C. Trees shall be installed by species where indicated on plans or approval of the Owner's Representative.

- D. Contractor is responsible for obtaining the 30-inch-tall Tree pots specified.
30. INSTALL TEMPORARY STRAW WATTLES
- A. Measurement is per linear foot.
 - B. Payment includes installing temporary straw wattles that will help prevent soil erosion and discharge of soil bearing water runoff.
 - C. Place wattles in a single row and as specified on plans.
 - D. Fill gaps between wattles with straw to prevent water from escaping between the wattles.
 - E. Remove straw wattle barriers when they have served their usefulness, but not before the up-slope areas have been permanently stabilized.
31. INSTALL TEMPORARY WOOD MULCH TRAIL
- A. Measurement is per cubic yard.
 - B. Payment includes installing a temporary 6-inch-thick by 6 feet wide wood mulch trail using wood mulch from on site.
 - C. Install trail where specified on plans.
32. INSTALL ROPE BARRIER
- A. Measurement is per linear foot.
 - B. Payment includes installing temporary 18-inch-tall stakes with yellow braided rope to protect revegetation areas.
 - C. Install rope barrier where specified on plans.
33. INSTALL TEMPORARY ROCK CHECK DAM
- A. Measurement is by each installed.
 - B. Payment includes installing temporary rock and removal of materials at end of construction.

SCHEDULE FOR CONTRACT COMPLETION

TO BE COMPLETED BY CONTRACTOR

THIS MUST BE A GANTT CHART SHOWING SEQUENCING AND CRITICAL PATHS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto Logan City as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns. Signed, this _____ day of _____, 20____. The Condition of the above obligation is such that whereas the Principal has submitted to OWNER a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Logan River at Rendezvous Park Channel and Floodplain Restoration Project. NOW, THEREFORE,

- (a) If the BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND or bonds for his faithful performance of said contract, and for the payment of all persons performing labors and furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby wave notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By:

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: Logan River at Rendezvous Park Channel and Floodplain
Restoration

The Owner has considered the Bid submitted by you for the above described work and you are hereby notified that your bid has been accepted for items in the amount of \$_____.

You are required by the Instructions for Bidders to execute the Contract for Construction and furnish the required Contractor’s Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner’s acceptance of your Bid as abandoned and as forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

The instructions in Paragraph 2.5 of Section 00 72 00 of the APWA Manual of Standard Specifications are expected to be complied with as part of this project. This information is included as Attachment A.

Dated this _____, 2017.

Owner: City of Logan, Utah

By:

Title:

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

This _____ day of _____, 2017.

By:

Title:

Attachment A

APWA Manual of Standard Specifications 2007 Edition

Section 00 72 00

Paragraph 2.5

2.5 BEFORE STARTING CONSTRUCTION

A. In General: Before starting each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy that CONTRACTOR may discover and shall obtain a written interpretation or clarifications from ENGINEER before proceeding with any work affected thereby.

B. Submittals: Within 10 Days after the Effective Date of the Construction Contract, CONTRACTOR shall submit to ENGINEER, in reasonable detail and form acceptable to ENGINEER, copies of the following documents.

1. Preliminary Progress Schedule: The preliminary progress schedule shall show starting and completion dates for each construction sequence and:

- a. submittal dates and dates required for approved submittals for shop drawings, product data and samples;
- b. decision dates for products specified by allowances, selection of finishes and critical material or equipment release orders;
- c. product procurement and delivery dates;
- d. holiday cleanup preparations, And
- e. specific dates for all special Inspections required prior to any utilities "turn-on" including temporary power.

2. Preliminary Shop Drawing Schedule: A supplemental schedule to the preliminary progress schedule shall show all Shop Drawing submissions required for the Work.

3. Preliminary Schedule of Values: The preliminary schedule of values (for Lump Sum Work), which includes provisions set forth in quantities and prices of items aggregating the Contract Price, shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work. Bond expense shall not be prorated, but shall be shown as a separate item.

4. Mobilization Program: The site mobilization program shall allow for field office and trailer locations, material storage locations, power requirements for trailers, if any, and sanitary facilities.

5. Permits: The listing of, and photocopies of permits that the CONTRACTOR is required to purchase and maintain in accordance with Article 6.7.

6. Quality Control Program: The written program for the control of product quality and workmanship.

7. Safety and Protection Plan: The safety and protection plan shall comply with Article 6.12.

C. Field Office: When specified, the CONTRACTOR shall establish and maintain a field office in such a location that ENGINEER may always contact CONTRACTOR for transmittal of Plans, instructions and dissemination of Project information. Unless waived by ENGINEER, CONTRACTOR shall provide and maintain a telephone and facsimile machine in the field office during work performance.

CONTRACT FOR CONSTRUCTION

This Contract is by and between The City of Logan (hereinafter called the OWNER) and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – THE PROJECT

1.01 The Project for which the Work under the Contract Documents shall apply is generally described as follows:

Logan River at Rendezvous Park channel, floodplain, and riparian vegetation restoration. The project also includes restoration measures at the confluence with Spring Creek and Blacksmith Fork.

ARTICLE 2 – WORK

2.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for completion of the project.

ARTICLE 3 – ENGINEER

3.01 The ENGINEER, unless otherwise indicated in the Contract Documents, shall be the CITY ENGINEER, or his appointed representative.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence:

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment:

- A. The Work shall have final inspection and found substantially completed in accordance with General Conditions on or before November 30, 2017. The contractor will be allowed up to 15 days to complete final inspection punch list items.
- B. Final payment shall be made in accordance with the General Conditions.

4.03 Liquidated Damages:

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize that it will be impracticable to determine actual damages which OWNER will sustain in the event of or by reason of the delay. Accordingly, instead of requiring any such proof, OWNER and

CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$500 for each day that expires after the specified time in paragraph 4.02 for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the contract time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for the final payment until the Work is completed and ready for final payment. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by OWNER, and CONTRACTOR agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, CONTRACTOR agrees that OWNER may deduct the amount thereof from any money due or that may become due to CONTRACTOR by progress payments or otherwise under the Agreement, or if said amount is not sufficient, recover the total amount.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR FOR COMPLETION OF THE Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

A. For all Work, the sum of:

_____ \$ _____
(use words) (use figures)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments:

A. CONTRACTOR shall submit Applications of Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage:

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR’s Applications for Payment once each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All payments will be made based on the percentage of job completion, and will be verified by Engineer prior to invoicing:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with the General Conditions:

- a. The OWNER will pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate submitted by the CONTRACTOR and verified by the ENGINEER, including any approved Change Orders, but will not hold retainage.
- 2. Upon Substantial Completion of the project, the OWNER will pay to 95 percent of the revised contract amount including any approved Change Orders.

6.03 Final Payment

- A. Prior to Final Payment from OWNER, the CONTRACTOR shall provide the OWNER a hard copy of Record Documents in accordance with the General Conditions.
- B. When all items on any generated 'Punch' or Completion List have been completed, the OWNER will pay the remaining 5 percent of the revised contract amount within 30 days of notification to the OWNER in writing by the CONTRACTOR that all items have been completed. The OWNER shall verify that all items have been completed before final payment is made.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in the General Conditions shall bear interest at the same rate that OWNER's funds accrue interest in the State's treasury account.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - C. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect the cost, progress, and performance of the Work.
 - D. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - E. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which is identified in the Supplementary Conditions as provided in the General Conditions..
 - F. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations,

- explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- G. CONTRACTOR does not consider that any 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 Documents.
 - H. 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.
 - I. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - J. 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.
 - K. CONTRACTOR agrees to register and participate in the Status Verification System to verify the work eligibility status of the CONTRACTOR's new employees that are employed in the state as set forth in Utah Code Section 63G-11-103. Each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified through the Status Verification System the employment status of each new employee of the respective contractor or subcontractor.
 - L. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions of performance and furnishing of the work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents:

- A. The Contract Documents consist of the following:
 - 1. Instructions to Bidders
 - 2. Bid Bond
 - 3. This Agreement
 - 4. Performance Bond
 - 5. Payment Bond
 - 6. General Conditions, Document 00 72 00 of the APWA Manual of Standard

Specifications, 2007 Edition, as modified herein.

7. Special Provisions
8. APWA Manual of Standard Specifications, including Standard Drawings
9. City of Logan Standards and Specifications, including Standard Drawings
10. Construction Plans
11. Technical Specifications
12. Addenda (numbers _____ to _____, inclusive)
13. Insurance and Bond Requirements
14. Exhibits to this Agreement (enumerated as follows):
 - a. Proposal
 - b. Bid Schedule
 - c. Schedule of Values (for Lump Sum Bid)
 - d. Measurement and Payment
 - e. Schedule of Project Completion
 - f. Contractor Qualification Form
 - g. Certificate of Insurance, approved by OWNER's Risk Management Division
15. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice of Award
 - b. Notice to Proceed
 - c. Written Amendments
 - d. Change Orders
 - e. Field Orders

B. There are no Contract Documents other than those listed above in this Article 9.

C. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms:

Terms used in this Agreement will have the meanings indicated in the General Conditions

10.02 Assignment of Contract:

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns:

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and

legal representatives to the other party thereto, its partners, successors assign and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Termination for OWNER's Convenience:

A. Upon ten (10) 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 payment amounts or work items):

1. completed and acceptable Work executed prior to the effective date of termination, in accordance with the payment provisions of the Contract Documents; provided, however, that no completed work items shall be paid on a cost-plus basis;
2. reasonable 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 or unacceptable Work (but only those portions of the unacceptable Work that are acceptable and Contractor shall not be entitled to any compensation for any portions of the Work which are unacceptable), plus fair and reasonable sums for overhead and profit on such expenses; provided, however, that Contractor shall not be entitled to additional compensation for Work items paid under subparagraph 10.04 A.1. above;
3. costs incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; provided, however, that Contractor shall not be entitled to additional compensation for Work items paid under subparagraphs 10.04 A.1. and 2. above; and
4. reasonable expenses directly attributable to termination; provided, however, that Contractor shall not be entitled to additional compensation for Work items paid under subparagraphs 10.04 A. 1., 2. and 3. above.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. Termination under this Subparagraph 10.04 shall not entitle Contractor to compensation on a cost-plus basis except for items paid under Subparagraph 10.04 A. 2. above.

C. This Article 10.04 shall amend the General Conditions, Document 007200 referenced in Article 9.01 A. 6. by replacing the "Termination for Owner's Convenience" clause contain in 15.2 F. therein.

10.05 Severability:

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions

shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision of part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.06 Guarantee Period

The CONTRACTOR agrees to indemnify and save harmless the OWNER from any and all defects appearing or developing in the workmanship or materials performed or furnished under the Contract for a period of **one (1) year after** the date of the written notice from the Engineer recommending final acceptance of the entire project by the OWNER.

10.07 Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly caused this Agreement to be executed on their respective behalves.

This Agreement will be effective on _____, 20____.

OWNER:

CONTRACTOR:

By: _____

By: _____

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

END OF DOCUMENT

SPECIAL PROVISIONS

TECHNICAL SPECIFICATIONS

See APWA Manual Of Standard Specifications, 2012 Edition, As Amended By Logan City.

http://www.loganutah.org/government/departments/public_works/engineering/Engineering_Docs.php#revize_document_center_rz3026

STANDARD DRAWINGS

See APWA Manual Of Standard Plans, 2007 Edition, As Amended By Logan City.

http://www.loganutah.org/government/departments/public_works/engineering/Engineering_Docs.php#revize_document_center_rz3026

SPECIAL PROVISIONS:

- 1- All surveying to be done and grades to be set by the contractor. The contractor shall provide survey and support for utility owners and their contractors as needed for utility maintenance, relocation, new installation, etc. as required from work performed on this project.
- 2- The contractor shall provide traffic control for the project. Traffic control, vehicular and pedestrian protection from work zone, and certified traffic control technician for work performed by utility providers and their contractors as they accomplish maintenance, utility relocation, or modifications as part of this project shall be provided by the contractor.
- 3- The contractor shall develop and implement a Storm Water Pollution Prevention Plan (SWPPP) and obtain permit coverage from the Utah Department of Environmental Quality (DEQ) and comply with all requirements of the SWPPP. Land disturbance activities shall not commence until such time that the stormwater permits are in place. No adjustments to the construction completion date will be granted due to delays from the failure to secure stormwater permits.
- 4- The contractor shall develop and implement a Dewatering program and obtain permit coverage from the Department of Environmental Quality (DEQ) for dewatering activity in accordance with all requirements of the General Permit for Construction Dewatering and Hydrostatic Testing (UTG070000) as required by the State of Utah Division of Water Quality (DWQ).
- 5- The City has made an attempt to identify potential utility conflicts within the project. It is the responsibility of the Contractor to verify and identify any utility conflicts and coordinate with the utility operator to have the conflict resolved.
- 6- Any closure of an access to a residence or a business shall be coordinated with the property owner, and permission granted from the property owner, before any work can commence at the access location.
- 7- Contractor shall notify and coordinate utility interruptions with affected property owners, tenants, and business owners/managers a minimum of 48 hours prior to any interruptions.

- 8- Contractor shall notify all residents a minimum of 48 hours prior to any road closures, access restrictions, or utility interruptions.
- 9- Contractor shall preserve existing City survey control and monuments. City survey monuments and controls that are disturbed or removed during construction shall be replaced at the contractor's expense in locations determined by the City Engineer and the City Surveyor.
- 10- Contractor to attend weekly project update meetings at a location and time agreed upon.
- 11- The Contractor is required to use Logan City Environmental Department solid waste collection and disposal services for all waste generated from the construction site. The Contractor is responsible for all fees and costs associated with solid waste collection and disposal services. A solid waste collection and disposal fee schedule can be obtained from the City of Logan Environmental Department by calling 435-716-9755 or 435-716-9763.
- 12- Section 1.3 SCHEDULE OF BID ITEMS contains details, descriptions, and specifications for specific construction items within the project. As such, descriptive items, details, dimensions, and other detail contained within Section 1.3 SCHEDULE OF BID ITEMS shall be binding and incorporated into the project.

CITY OF LOGAN INSURANCE AND BOND REQUIREMENTS

FOR: Logan River at Rendezvous Park Channel and Floodplain Restoration Project

The Contracting party shall procure and maintain for the duration of the contract insurance and bonds against claims or liability which arises out of or in connection with the performance of the work hereunder by the Contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's bid or proposal.

A. TYPES AND MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits not less than:

1. **GENERAL LIABILITY:** \$2,000,000 combined single limit per occurrence, personal injury and property damage, \$3,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better) to include Products - Comp/OP aggregate of \$3,000,000. Limits to apply to this project individually.
2. **PROFESSIONAL LIABILITY:** Not applicable to this project.
3. **AUTOMOBILE LIABILITY:** \$2,000,000 per occurrence. "Any Auto" coverage is required.
4. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:** Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.
5. **PAYMENT and PERFORMANCE BONDS:** Contracting party shall provide payment and performance bonds in a form acceptable to the City and in the full amount of the contract.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention exceeding 5% of the policy limits must be declared to and approved by Logan City. At the option of Logan City, either (1) the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Logan City, its officers, officials and employees; or (2) the Contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF ACCIDENT, INJURY, OR DAMAGE

Contracting party shall agree to promptly disclose to Logan City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- I. General Liability and Automobile Liability Coverages

A. Logan City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the Contracting party; premises owned, leased, hired or borrowed by the Contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Logan City, its officers, officials, employees or volunteers.

B. The Contracting party's insurance coverage shall be a primary insurance as respects to Logan City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Logan City, its officers, officials, employees or volunteers shall be in excess of the Contracting party's insurance and shall not contribute with it.

C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Logan City, its officers, officials, employees or volunteers.

D. The Contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

E. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with an A. M. Best rating of not less than A-: IX, and in the limits as listed in this document, unless approved by the City's Risk Manager, or his designee, **a minimum of five (5) business days prior to bid or proposal deadline.**

F. VERIFICATION OF COVERAGE

Contracting party shall furnish Logan City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms acceptable to Logan City before work commences. Logan City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS

Contracting party shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal, and _____, a corporation duly authorized to do a general surety business in Utah, as Surety, are jointly and severally held and bound unto _____, Hereinafter called the Oblige, in the sum of _____ dollars (\$ _____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT

WHEREAS, the Principal herein entered into a Contract with Oblige dated _____, 20____, which Contract includes and consists of Advertisement for Bids, Information for Bidders, Proposal, Special Provisions, General Conditions, Contract for Construction, Specifications and Plans, all of which are hereinafter referred to as Contract Documents and are attached hereto and made a part hereof and pursuant to the terms and conditions of all of which Principal has undertaken to perform all labor and to furnish all material, tools, and equipment of every kind and nature necessary or required in accordance with the terms and conditions set forth in said Contract Documents, and has undertaken to make payment promptly for all such labor (including all sums required to be paid by the laws of the State of Utah for the benefit and welfare of all workers, including workmen’s compensation and unemployment security), all taxes of every kind and nature, and for all materials and services furnished or rendered pursuant to such Contract: and,

WHEREAS, said Principal has agreed to save the Oblige harmless from any claim for damages and injury to property or persons arising by reason of said work, as set out more fully in said Contract Documents, and to do and perform all things in said Contract Documents required in the time and manner and under the terms and conditions therein set forth, and in conformity with all laws, State and National, applicable thereto.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material to Principal or to any subcontractor in the prosecution of the work provided for, and shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Oblige, with or without notice to the Surety, and

shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made to Principal and/or to subcontractors, or their assigns, and shall, commencing with the date hereof and continuing for one (1) year after the complete performance of the Contract and the final settlement thereof, save harmless the Obligee, its officers and agents, from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of said work; and shall, in the time and manner and under the terms and conditions prescribed, well and faithfully do, perform, and furnish all labor, materials, and things as by it in said Contract undertaken and as by law, State and National, prescribed, then this obligation shall be void, but otherwise it shall remain in full force and effect.

PROVIDED HOWEVER, that this Bond is subject to the following further conditions:

a) All material suppliers, and all persons who shall supply such laborers, mechanics, or subcontractors with material, supplies, or provisions for carrying on such work, shall have a direct right of action against the Principal and Surety on this Bond, second only to the right of the Obligee under this Bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Utah and insofar as permitted by the law of Utah, such right or action shall be asserted in a proceeding firm, or corporation instituting such action and of all persons, firms, or corporations having claims thereunder, and any other person, firm, or corporation having a claim hereunder shall have the right to be made a party to such proceeding, but not later than one (1) year after, the complete performance of said Contract and final settlement thereof and to have such claim adjudicated in such action and judgement rendered thereon.

b) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action, or proceeding thereon that is instituted later than one (1) year after the complete performance of said Contract and final settlement thereof.

c) The said Surety, for value received, hereby stipulates and agree that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in this _____ day of _____, 20 ____ .

_____ (Seal)

_____ (Seal)

_____ (Seal)

Principal

Witnesses:

_____ (Seal)

_____ (Seal)

_____ (Seal)

Surety

Countersigned:

By

Resident Agent

The Attorney-in-Fact (Resident Agent), who executes this Bond in behalf of the surety company, must attach a copy of their power-of-attorney as evidence of their authority.

NOTICE TO PROCEED

To: _____

Date:

Project: Logan River at Rendezvous Park Channel and Floodplain Restoration Project

You are hereby notified to commence work in accordance with the Contract for Construction dated _____, and you are to complete the work within _____ consecutive calendar days thereafter. The date of completion of all work is therefore _____, 20__.

City of Logan, Utah

By:

Title:

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

This ___ day of _____ 20__.

Title:

CITY OF LOGAN
CHANGE ORDER FORM

CHANGE ORDER # : _____ DATE: _____

PROJECT NAME: Logan River at Rendezvous Park Channel and Floodplain
Restoration Project

CONTRACTOR: _____

DESCRIPTION:

<u>Item</u>	<u>Description</u>	<u>Total</u>
-------------	--------------------	--------------

CHANGE ORDER AMOUNT \$ _____

TOTAL ADJUSTED CONTRACT AMOUNT \$ _____

TIME EXTENSION PER THIS CHANGE ORDER _____

REVISED COMPLETION DATE _____

Date _____ Project Manager _____

Date _____ Assistant City Engineer _____

Date _____ Sponsoring Dept. Rep. _____

Date _____ Contractor _____

NOTIFICATION OF PROJECT COMPLETION

PROJECT NAME AND LIMITS: Logan River at Rendezvous Park Channel and Floodplain
Restoration

CONTRACTOR: _____

DATE: _____ PROJECT MANAGER: _____

This is to certify that as of the above date, all work connected with the above PROJECT, including BID items, CHANGE ORDER items, and PUNCH LIST items have been completed. We further certify that payment for any testing that was required by the project has been paid, including all bacteriological testing of pipe lines.

We hereby request that the Project Manager verify completion of the PROJECT

CONTRACTOR Signature: _____

(ABOVE TO BE COMPLETED BY THE CONTRACTOR)

(BELOW TO BE COMPLETED BY ENGINEERING DIVISION)

DATE OF COMPLETION VERIFICATION: _____

(For verification of payment for bacteriological testing, call 753-5135 ext. 119 or 111)

PROJECT MANAGER Signature : _____

CITY ENGINEER Signature: _____