



CITY OF LOGAN
LOGAN, UTAH

2017 Manhole and Valve Collars

BID Documents
and Specifications
Engineering Number: ENG15017
Date: 10/18/2017

City Of Logan Engineering
City Of Logan, Utah



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TABLE OF CONTENTS

TABLE OF CONTENTS.....	3
BID REQUEST.....	4
INSTRUCTIONS TO BIDDERS	5
PROPOSAL	8
PROJECT SCOPE	9
BID SCHEDULE.....	9
MEASUREMENT AND PAYMENT	10
CONTRACTOR QUALIFICATION FORM.....	11
SCHEDULE FOR CONTRACT COMPLETION.....	12
BID BOND	13
NOTICE OF AWARD.....	15
CONTRACT FOR CONSTRUCTION	17
CITY OF LOGAN INSURANCE AND BOND REQUIREMENTS	24
PERFORMANCE AND PAYMENT BOND.....	26
NOTICE TO PROCEED	29
CHANGE ORDER FORM.....	30
NOTIFICATION OF PROJECT COMPLETION	31
GENERAL CONDITIONS AND SPECIAL PROVISIONS	32
APPENDIX A - EXAMPLE MIX DESIGN	33

BID REQUEST

Sealed bids will be received by the City of Logan Purchasing Agent at City Hall, 290 North 100 West, until *4:00 pm, November 2, 2017* for:

2017 MANHOLE AND VALVE COLLAR ADJUSTMENTS AND REPAIRS

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

Specifications are available on the Logan City website and on file in the office of the Logan City Engineer, 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: alex.oliphant@loganutah.org

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

Dated October 18, 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 **4:00 p.m.** on **November 2, 2017** and then immediately after the bid closure publicly opened and read aloud.

During the Bidding period all questions pertaining to the project or bid shall be submitted in writing by October 27th, 2017 @ 5:00 p.m. to alex.oliphant@loganutah.org. 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 BIDDERS 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, obtaining of building permits, 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. If the TOTAL one or more BIDS submitted is within 5% of the lowest submitted BID, the bid may be awarded to the BIDDER with the earliest start time and/or the shortest, reasonable time for completion, as agreed upon by the Owner of the project.

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.

PROPOSAL

Bids will be received at the office of the Purchasing Agent of the City of Logan, at 290 North 100 West, Logan, Utah.

The undersigned, after having personally and carefully examined the Plans, Specifications and location which are a part hereof, proposes and agrees to furnish all materials, labor, equipment, and transportation necessary to install ready for service and to the satisfaction of the City Engineer for Logan City, in accordance with the Plans and Specifications which are a part hereof, all items included in the *2017 Manhole and Valve Collar Adjustments and Repairs* in consideration of the unit prices totaling to the lump sum of \$_____ and further agree to complete the work within the time specified in the SCHEDULE FOR CONTRACT COMPLETION after being notified by the City Engineer to commence the work. Contractor further agrees to pay as liquidated damages, the sum of **\$100** for each consecutive day thereafter as provided in the General Conditions.

It is understood that the quantities stated are approximate only and are for the purpose of comparing Bids and fixing the amount of Bonds, and the payments will only be made on the basis of the above unit prices of the actual quantities, as determined by the Owner's Engineer in the completed work. It is further understood that the quantities will be increased or decreased as necessary to maximize the benefit of the existing budgets.

It is hereby agreed that The City of Logan has the right to reject this proposal or to award the work to the undersigned at the sum stipulated, if action is taken within thirty (30) days after opening of Bids.

The Contractor hereby acknowledges receipt of the following Addenda:_____

Date

Contractor

PROJECT SCOPE

Approximately 120 water valves and 90 sewer/storm water manhole lids and covers need to be adjusted or repaired. These will be done throughout Logan City mainly on the Street Priority list highlighted on Project Overview sheet on the construction drawings. The total number of collars adjusted is subject to change based on budget constraints. All changes in quantity of bid items shall be added or deducted at unit bid prices.

All work to be done in a UDOT right of way will need to have the appropriate permits and traffic control. This mainly includes 3 water valve collars to be done on Park Ave on the north side of US 89/91

Logan City will provide all Sewer/Storm Water Covers and Frames. As well as water valve risers, slip sleeves (top portion of valve box) and lids, when needed. All else will be provided by contractor.

BID SCHEDULE

PROJECT:

ENG17026 Manhole and valve collars

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM PRICE
1	Adjust Existing Valve Box Lids	Each	120		
2	Adjust Existing Sewer or Storm Drain Manhole Cover	Each	90		

TOTAL
PRICE _____

COMPANY NAME _____

SIGNATURE OF PREPARER _____

MEASUREMENT AND PAYMENT

1. ADJUST EXISTING VALVE BOX COVER – Measurement will be on a per each basis and include;
 - A. Prepare and Implement Traffic Control Plan: The unit price to be paid for Traffic Control shall be considered compensation in full for all labor, materials and equipment required for preparation and implementation of the Traffic Control plan as submitted by the Contractor and approved by the City Engineer as part of a Right of Way Permit to work in the City Right-of-Way, prior to any work on the project. Any necessary modifications to the Traffic Control Plan during construction shall be considered incidental with no additional payment. Traffic Control to prevent traffic from driving on collars to be left up for a minimum of 7 days after concrete is poured.
 - B. Cost of work and materials to reset frame to grade, to construct concrete collar, to secure cover to frame to prevent rattle or pop-out. Replace lid and slip sleeve if necessary (provided by Logan City), and incidental work. As shown on the construction drawings. Includes excavation backfill and compaction. For Concrete used in collars see construction drawings sheet GN1.

2. ADJUST EXISTING SEWER / STORM DRAIN MANHOLE COVER – Measurement will be on a per each basis and include;
 - A. Prepare and Implement Traffic Control Plan: The unit price to be paid for Traffic Control shall be considered compensation in full for all labor, materials and equipment required for preparation and implementation of the Traffic Control plan as submitted by the Contractor and approved by the City Engineer as part of a Right of Way Permit to work in the City Right-of-Way, prior to any work on the project. Any necessary modifications to the Traffic Control Plan during construction shall be considered incidental with no additional payment. Traffic Control to prevent traffic from driving on collars to be left up for a minimum of 7 days after concrete is poured.
 - C. Cost of work and materials to reset frame to grade, to construct concrete collar, to secure cover to frame to prevent rattle or pop-out. replace; Cover, or Frame if necessary (provided by Logan City), the contractor is responsible for all concrete risers, plastic/ composite risers trimmed to fit (no steel risers will be installed and any existing steel risers will be removed.) and any incidental work. As shown on the construction drawings for all Concrete used in collars see construction drawings sheet GN1.

CONTRACTOR QUALIFICATION FORM

(List similar projects by the Contractor over the past three (3) years)

NAME / DATE OF PROJECT	DOLLAR AMOUNT OF PROJECT	OWNER REFERENCE (NAME AND TELE NO.)	INVOLVEMENT OR ROLE IN PROJECT	COMPLETION	
				ON TIME	WITHIN BUDGET

SCHEDULE FOR CONTRACT COMPLETION

TO BE COMPLETED BY CONTRACTOR

Contractor shall provide a detailed Gantt chart including all critical dates from notice of award to the final construction approval and a detailed critical path.

All construction shall be completed not later than May 18th, 2018.

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 Logan
City a certain BID, attached hereto and hereby made a part hereof to enter into a contract in
writing, for the

2017 MANHOLE AND VALVE COLLAR ADJUSTMENTS AND REPAIRS 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: 2017 Manhole and Valve Collar Adjustments and Repairs

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:

- *Reinstalling sewer and storm water rims and lids as well as water valve lids to city standards and adding concrete collars.*

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 will be substantially completed on or before May 31, 2018 and completed and ready for final payment 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 \$ 100.00 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 \$ 100.00 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. 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.
 - B. 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.
 - C. 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.
 - D. 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..
 - E. 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.
 - F. 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.
 - G. 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.

- H. 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.
- I. 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.
- J. 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-12-302. 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.
- K. 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, 2017 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. Stormwater Pollution Prevention Plan
 - 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: _____

Attest: _____

Address for giving notices:

By: _____

Attest: _____

Address for giving notices:

END OF DOCUMENT

CITY OF LOGAN INSURANCE AND BOND REQUIREMENTS

FOR: Manhole and Valve Collar Adjustments and Repairs 2017 Project (ENG 17026)
October 2017

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. 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 INCIDENT OR ACCIDENT

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 Logan City, Hereinafter called the
Obligee, 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 Obligee 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 Obligee 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 Obligee, 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: 2017 Manhole and Valve Collar Adjustments and Repairs

You are hereby notified to commence work in accordance with the Contract for Construction dated _____ and are to complete the work by _____.

City of Logan

By:

Title:

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

Title:

This ___ day of _____ 20__ .

CHANGE ORDER FORM

CHANGE ORDER #: _____ DATE _____

PROJECT NAME 2017 Manhole and Valve Collar Adjustments and Repairs

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: _____

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: _____

GENERAL CONDITIONS AND SPECIAL PROVISIONS

TECHNICAL SPECIFICATIONS

As specified in the construction plans general and special notes.

STANDARD DRAWINGS

As specified in the construction plans general and special notes.

SPECIAL PROVISIONS:

- 1- Contractor shall familiarize themselves with the full construction plan set, especially the general notes and special notes which take precedence over all conflicts.
- 2- Final quantities and project locations will be dependent upon bids and the final budgets.
- 3- 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.

APPENDIX A - EXAMPLE MIX DESIGN

LeGrand Johnson Construction Company Suggested Concrete Mix Design

Prepared By: Jason Latimer Date: 06/17/15
 Company: LJCC Mix Number: 70B
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone #: 435 994 2012 Fax #: _____
 Submitted to: Logan city ring mix

28 Day F' c = 5000 P.S.I. W/C Ratio: 0.42
 Pump Mix: Yes Bag Mix: 7.26

Sand / Aggregate Ratio

Coarse Aggregate #1	55.00%	Fine Aggregate #1	45.00%
Coarse Aggregate #2	0.00%	Fine Aggregate #2	0.00%

Material	S.G.	Design Weight (lbs)	Solid Volume	Actual Batch Weight
Cement	3.15	545.00	2.77	_____
Fly Ash	2.17	137.00	0.95	_____
Water	1.00	260.00	4.17	_____
Air %	6.00% plus/minus 1.5%		1.62	_____
Coarse Aggregate #1	2.67	1,602.33	9.62	_____
Coarse Aggregate #2	0.00	0.00	0.00	_____
Fine Aggregate #1	2.65	1,301.17	7.87	_____
Fine Aggregate #2	0.00	0.00	0.00	_____

Plastic Unit Weight: 3,845.50 Cu. Yd.
 142.43 Cu. Ft. 27.00 Cu. Ft.

Slump: <u>3" Max</u>	
Actual Unit Weight: _____	Yield: _____
Concrete Temperature: _____	Ambient Temperature: _____
	Air %: _____

Chemical Admixture – MasterAir AE 200 as required for AEA
 Admixture – MasterFiber F 100 @ 1.5 Lbs per CY
 Chemical Admixture – MasterGlenium 3030 @ 6oz/100 Weight of Cement
 Chemical Admixture – MasterPolyheed 997 @ 5oz/100 Weight of Cement
 Chemical Admixture – MasterPozzolith 200 @ 3oz /100 Weight of Cement

Comments:
 All aggregate design weights above are at S.S.D.



Material Certification Report

Material: Portland Cement Test Period: 01-May-2015
 Type: II-V To: 31-May-2015

Certification

This Holcim cement meets the specifications of ASTM C150 for Type II-V cement.

General Information

Supplier:	Holcim (US) Inc.	Source Location:	Devil's Slide Plant
Address:	6055 East Croydon Road Morgan, UT 84050		6055 East Croydon Road Morgan, UT 84050
Telephone:	(801) 829-6821	Contact:	Doug Wilde
Date Issued:	08-Jun-2015		

The following information is based on average test data during the test period.
 The data is typical of cement shipped by Holcim; individual shipments may vary.

Tests Data on ASTM Standard Requirements

Chemical			Physical		
Item	Limit ^A	Result	Item	Limit ^A	Result
SiO ₂ (%)	-	20.2	Air Content (%)	12 max	7
Al ₂ O ₃ (%)	6.0 max	4.1	Blaine Fineness (m ² /kg)	260 min	413
Fe ₂ O ₃ (%)	6.0 max	3.7			
CaO (%)	-	63.5	Autoclave Expansion (%) (C151)	0.80 max	0.03
MgO (%)	6.0 max	2.7	Compressive Strength MPa (psi):		
SO ₃ (%)	2.3 max ^B	3.0	3 days	10.0 (1450) min	30.7 (4450)
Loss on Ignition (%)	3.0 max	1.9	7 days	17.0 (2470) min	37.1 (5380)
Insoluble Residue (%)	0.75 max	0.50	Initial Vicat (minutes)	45-375	111
CO ₂ (%)	-	1.3	Mortar Bar Expansion (%) (C1038)	-	0.013
Limestone (%)	5.0 max	3.4			
CaCO ₃ in Limestone (%)	70 min	86			
Inorganic Processing Addition (%)	5.0 max	0.0			
Potential Phase Compositions ^C :					
C ₃ S (%)	-	60			
C ₂ S (%)	-	12			
C ₃ A (%)	5 max	5			
C ₄ AF (%)	-	11			
C ₃ S + 4.75C ₃ A (%)	-	83.8			

Tests Data on ASTM Optional Requirements

Chemical			Physical		
Item	Limit ^A	Result	Item	Limit ^A	Result
Equivalent Alkalies (%)	0.60 max	0.55	Heat of Hydration: kJ/kg (cal/g) ^D	-	83
			7 Days (for informational purposes)		

Notes

^A Dashes in the limit / result columns mean Not Applicable.

^B It is permissible to exceed the specification limit provided that ASTM C1038 Mortar Bar Expansion does not exceed 0.020 % at 14 days.

^C Adjusted per Annex A1.6 of ASTM C150 and AASHTO M85.

^D Test result represents most recent value and is provided for information only. Analysis of Heat of Hydration has been carried out by CTLGroup, Skokie, IL. This data may have been reported on previous mill certificates.

Additional Data

Inorganic Processing Addition Data		Base Cement Phase Composition	
Item	Result ^A	Item	Result
Type	-	C ₃ S (%)	62
Amount (%)	-	C ₂ S (%)	13
SiO ₂ (%)	-	C ₃ A (%)	5
Al ₂ O ₃ (%)	-	C ₄ AF (%)	12
Fe ₂ O ₃ (%)	-		
CaO (%)	-		
SO ₃ (%)	-		