



CITY OF LOGAN
LOGAN, UTAH

200 NORTH AND 400 NORTH SEWER IMPROVEMENTS PROJECT

Contract Documents
and Specifications
Engineering Number: ENG 22015
February 2024
Re-Bid April 2024

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BID REQUEST

Sealed bids will be received by the City of Logan Purchasing Agent at City Hall, 290 North 100 West, until 2:00 pm, April 29, 2024, for:

200 NORTH AND 400 NORTH SEWER IMPROVEMENTS PROJECT

Bid opening will be held immediately after the bid closure on the above date in the **City Hall Conference Room**.

Construction Plans, Specifications and project documents 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 hard copies may be obtained by prospective bidders for a fee, upon written request to the City's Project Manager.

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.

For questions regarding bidding process, please contact Alex Oliphant at

alex.oliphant@loganutah.org

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

Dated this April 16, 2024.

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 April 29, 2024**. Immediately after the time bids are due ("Bid Closure"), each bid will be opened by City staff and the bidding company name and total bid price will be read aloud. An apparent low bid will also be identified, however given the qualification basis, this does not guarantee a bid award.

During the Bidding period, all questions pertaining to the project or bid shall be submitted in writing by April 23, 2024 @ 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://www.loganutah.org/government/departments/finance/purchasing/index.php>

A Pre-Bid meeting will not be held.

The City is preparing to improve the sewer in 200 North from 600 West to Main and in 400 North from Main to 700 East. This will involve a combination of sewer replacement and lining as well as repairing lateral connections and the laterals in poor condition out into the parkstrip.

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 bid closure time 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 bid closure time and 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.

Each BID must include a detailed SCHEDULE FOR CONTRACT COMPLETION showing specifically and clearly the critical path, the anticipated beginning date, the nature and

sequence of construction activity including SWPPP implementation, 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 and in the General Conditions and Special Provisions. Any BID which does not include a SCHEDULE FOR CONTRACT COMPLETION shall be considered non-responsive and shall be returned to the BIDDER without being read. 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.

Each BID shall include a list showing the CONTRACTOR'S PROJECT TEAM including; Contractor's Proposed Project Manager, Contractor's Proposed Site Superintendent, and primary Subcontractors.

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.

Liquidated Damages are a part of this Contract. The only way to extend the substantial and final completion dates for the project is by CHANGE ORDER. If the work is not completed within the number of substantial and final completion days as set by the maximum substantial and final completion days as established herein, 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 number of substantial and final completion days, including time to complete the substantial and final "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, and raising any questions during the question answer period. 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 City's Project Manager. Only questions answered by 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 or provide the Performance and Payment bonds with the signed contract, 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.

A TEMPORARY NOTICE TO PROCEED may be issued within ten (10) calendar days of the execution of the CONTRACT FOR CONSTRUCTION by the Owner to allow the Contractor to begin acquisition of materials and supplies. The City will pay the Contractor for stored materials upon receipt of invoice. The Contractor shall store, maintain, protect and insure stored materials. Materials handling, storage, transportation etc. of stored materials is incidental to the associated bid item and will be paid upon installation and acceptance of the materials. Full NOTICE TO PROCEED will be issued at the beginning of construction as mutually agreed upon by the City and Contractor, but no later than May 01, 2024. 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 within the project days specified herein 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.

The content and hierarchy of Contract Documents includes the following:

1. Construction Contract
2. Construction Plans
3. Special Provisions
4. General Conditions
5. City of Logan 2007 APWA Amended Standards and Specification
6. City of Logan Public Works Design Standards 2020
7. Applicable State, County, and Federal codes.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. 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 **200 NORTH AND 400 NORTH SEWER IMPROVEMENTS PROJECT** in consideration of the unit prices totaling to the sum of \$ _____ as a Total Bid and further agree to complete the work within the number of days specified in this Contract for Substantial and Final Completion after being notified by the City Engineer to commence the work. Contractor further agrees to pay as liquidated damages, the sum of **\$2,000.00** 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

BID SCHEDULE

Item #	Item Name	Estimated Quantity	Units	Bid Unit Price	Bid Price
1.	Mobilization	1	LS		
2.	Erosion Control	1	LS		
3.	Quality Control Testing	1	LS		
4.	Traffic Control	1	LS		
5.	Construction Survey	1	LS		
6.	Pre-Construction Video	1	LS		
7.	Bypass Pumping	1	LS		
8.	Utility Investigation	20	HR		
9.	Remove Bituminous Concrete Pavement	2,530	SQ. YD.		
10.	Installation of 8" SDR-35 Sewer Line	1,320	LF		
11.	Installation of 10" SDR-35 Sewer Line	880	LF		
12.	Remove Manhole	1	EA		
13.	Install 48" Manhole	1	EA		
14.	Install 60" Manhole	1	EA		
15.	Pipe Lining of Existing 8" Sanitary Sewer Line	6,100	LF		
16.	Pipe Lining of Existing 10" Sanitary Sewer Line	360	LF		
17.	Install 8" Pipe by Pipe Bursting Existing 8"	240	LF		
18.	48" Manhole Lining	26	EA		
19.	60" Manhole Lining	5	EA		
20.	Install Concrete Collar	12	EA		

21.	Lateral - Reconnect and Line	12	EA		
22.	Lateral - Reconnect and Don't Line	15	EA		
23.	Lateral - Reconnect and Pipe Burst	13	EA		
24.	Lateral - Tophat	130	EA		
25.	Lateral - Spot Repair and Don't Line	14	EA		
26.	Lateral - Spot Repair and Line	6	EA		
27.	Lateral - Spot Repair Pipe Burst	4	EA		
28.	Mainline Spot Repair	1	EA		
29.	Lateral Investigation for Unknown or Abandoned Laterals	17	EA		
30.	Asphalt Restoration - UDOT Spec (6" Thick)	2,950	SQ. YD.		
31.	Roadway Striping Restoration	1	LS		
32.	Roto mill and Overlay (1/2" PG 64-34) in 400 N	1560	SQ. YD.		

Alternative Bid #1 Lateral Replacement

Item	Description	Unit	Quantity	Unit Price	Item Price
A1.	Lateral - Replacement	13	EA		

BASE BID TOTAL \$ _____

ALTERNATE #1 BID TOTALS _____

TOTAL \$ _____

COMPANY NAME _____

SIGNATURE _____

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

1. General Description of Measurement and Payment

1.2 GENERAL ITEMS

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

SCHEDULE OF BID ITEMS

1. MOBILIZATION AND TEMPORARY FACILITIES

- A. Measurement will be made for the job, complete. Payment will be as outlined below:

PAY FACTORS FOR MOBILIZATION AND TEMPORARY FACILITIES	
Percent of Original Contract Amount Earned Not Including Materials Purchased	Percent of Amount Bid for Mobilization to be Paid
5	40
15	20
40	30
50	10

- B. Payment covers cost of mobilization, installation of all temporary facilities and bringing all necessary construction equipment to the site. This includes any Demobilizations and Remobilizations needed. 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. Mobilization cost for subcontracted work shall be considered to be included in the contract lump sum price bid by the Contractor.

2. EROSION CONTROL

A. Measurement shall be for the job, complete. Payment shall be as outlined below:

PAY FACTORS FOR EROSION CONTROL/SWPPP	
Amount Paid	When Paid
25% of bid item amount	With first estimate
Remaining portion of bid item paid as percentage of the contract completed	With each subsequent estimate

B. Payment covers all cost associated with preparation and implementation Erosion Control plan acceptable to OWNER’s Inspector throughout the project. This includes, but is not limited to, inlet barriers, check dams, silt fence, fiber rolls, street sweeping, etc.

C. This item also includes dust control measures during the project such as brine (mag) treatments, watering, mill tailings, etc.

3. QUALITY CONTROL TESTING

A. Measurement and payment will be made per lump sum. This item shall be measured and paid on a lump sum basis matching the percent completion of the construction contract at each invoice.

B. Payment shall be as outlined below:

PAY FACTORS FOR QUALITY CONTROL TESTING	
Amount Paid	When Paid
25% of bid item amount	With first estimate
Remaining portion of bid item paid as percentage of the contract completed	With each subsequent estimate

C. Bid price to be paid for this item shall be considered compensation in full for all subcontractors, labor, materials and equipment necessary to verify and ensure the quality of the installed project including in part proctor, gradation, CBR values. Includes concrete testing. Includes bacteriological and pressure testing. Includes compaction testing of the; trenches, buried structures, untreated base course and granular borrow. Includes asphalt density, asphalt core samples of the asphalt and other testing required in the APWA 2007 Standard Specifications as amended by Logan City, by UDOT, and in accordance with the design drawings, and where not covered under separate items.

D. Refer to Section 01 45 00 (City of Logan 2007 APWA Amended Standard Specifications).

4. TRAFFIC CONTROL

A. Measurement shall be for the job, complete. Payment shall be as outlined below:

PAY FACTORS FOR TRAFFIC CONTROL

Amount Paid	When Paid
25% of bid item amount	With first estimate
Remaining portion of bid item paid as percentage of the contract completed	With each subsequent estimate

- B. Bid price covers cost of creating a traffic control plan acceptable to Logan City, UDOT and Engineer, for vehicular, bicycle and pedestrian protection from work zone, and certified traffic control technician.
- C. Materials shall conform to Section 01 55 26 and to the "Manual on Uniform Traffic Control Devices" (MUTCD).
- D. Includes cost to provide and maintain electronic message boards for advisory notices and traffic control. A minimum of 2 boards are expected.
- E. Cost for Logan City Work in the Right of Way Permit is waived for this project.
- F. Bid price includes cost for UDOT Encroachment Permit.

5. CONSTRUCTION SURVEY

- A. Measurement shall be for the job, complete. Payment shall include all labor, materials, stakes, hubs, equipment and incidentals to provide construction survey, layout, and as-constructed information. It shall include tracking and locating water valves, manholes and structures for collaring. Payment shall be as outlined below:

PAY FACTORS FOR CONSTRUCTION SURVEY	
Amount Paid	When Paid
25% of bid item amount	With first estimate and when project is 5% complete
Remaining portion of bid item paid as percentage of the contract completed, with 10% held as noted below	With each subsequent estimate
Remaining 10% portion of bid item	With final pay estimate (will be held till record drawings have been received by the Owner)

- B. Use a survey crew measured by the hour and approved if extra survey work is directed. The City makes no additional payment for travel time to and from the project.
- C. Directed survey work is paid for in the accepted quantities if needed and approved at a standard negotiated rate.
- D. Complete and submit as-built plans / record drawings to the OWNER. Owner retains 10% of the bid item amount until the project is completed and the Record Drawings showing the as-constructed features, denoting changes from the original design, is provided to the Engineer and verified complete.

6. PRE-CONSTRUCTION VIDEO

- A. Measured per Lump Sum (LS).
 - B. Payment covers the cost of labor, materials and equipment used to perform color audio-video recording of the project site surfaces. Records shall be made using current technology high resolution digital color video media. Copies of the video records shall be labeled to indicate the area covered by the video photography, and then shall be provided to the Engineer protected from dirt, dust, or moisture contamination.
 - C. The video shall be provided to the Engineer prior to commencing work. Video shall be detailed enough to determine preconstruction condition of facilities.
7. BYPASS PUMPING
- A. Measured per Lump Sum (LS).
 - B. Payment covers all costs associated with providing bypass pumping and overland piping from one manhole to another as needed in order to facilitate the construction of new sewer or rehabilitation of existing sewer throughout the project.
8. SUBSURFACE UTILITY INVESTIGATION
- A. Measurement will be made by counting the actual number of hours of work completed by the machine and operator to investigate miscellaneous underground features as required by the Engineer (HRS). No allowance of time will be made for transporting the backhoe or other equipment to and from the job site when the backhoe or other equipment is located on the site of the Contract.
 - B. Payment covers furnishing and providing labor and equipment for investigation of existing miscellaneous pipelines, wires and cables, and sub-surface features as required by the engineer.
9. REMOVE BITUMINOUS CONCRETE Pavement
- A. Measured per square yard (SY).
 - B. Payment covers necessary equipment and labor to saw cut, remove, and dispose of all pavement along the sanitary sewer line. It is anticipated that the width of the patch along the trench on 200 North will be 9' wide. Removal of additional asphalt because of contractor actions, lack of protection or contractor convenience is at contractors' own expense.
10. REMOVE AND DISPOSE OF EXISTING MANHOLE
- A. Measured per Each (EA).
 - B. Payment covers cost of all labor, equipment, and materials, to remove and dispose of a manhole structure.
11. 8-INCH SDR 35 PVC Sewer Pipe
- A. Measured per lineal foot (LF) from OUT invert to IN invert of structures.
 - B. The payment covers the cost of the size and type of pipe indicated with installation per the drawings. This covers all labor, materials, equipment including all pipe, fittings and equipment required to excavate, place and join pipe, as shown on the construction drawings, place bedding material, lay pipe to grade, tracer wire, marking tape, and backfill disturbed area to bottom of asphalt including 6 inches of untreated base course, according to Logan City Standards and Specifications. See APWA Standards and Specifications 2007 as Amended by Logan City, Plan Number 382S.
 - C. Payment covers all incidental work such as, fittings, couplings, joint lubricants, nuts, bolts and washers; removal and disposal of interfering structures and obstructions; grout; jackhammer work; trench shoring or trench boxes as applicable; cleaning of invert covers; removal, hauling, and disposal of waste materials, excavation spoils; restoration of all utilities damaged as a result of construction operations; site dewatering; trunk line cleaning and commissioning; adjustments

to grade for manhole inverts and similar work to complete the installation of the sanitary sewer trunk line.

D. This does not include over excavation or filter fabric per detail C on dwg D1. It is not anticipated to be needed at this time.

E. Payment covers trunk line cleaning, videos and commissioning of new line.

12. 10-INCH SDR 35 PVC Sewer Pipe

A. Measured per lineal foot (LF) from OUT invert to IN invert of structures.

B. The payment covers the cost of the size and type of pipe indicated with installation per the drawings. This covers all labor, materials, equipment including all pipe, fittings and equipment required to excavate, place and join pipe, as shown on the construction drawings, place bedding material, lay pipe to grade, tracer wire, marking tape, and backfill disturbed area to bottom of asphalt including 6 inches of untreated base course, according to Logan City Standards and Specifications. See APWA Standards and Specifications 2007 as Amended by Logan City, Plan Number 382S.

C. Payment covers all incidental work such as, fittings, couplings, joint lubricants, nuts, bolts and washers; removal and disposal of interfering structures and obstructions; grout; jackhammer work; trench shoring or trench boxes as applicable; cleaning of invert covers; removal, hauling, and disposal of waste materials, excavation spoils; restoration of all utilities damaged as a result of construction operations; site dewatering; adjustments to grade for manhole inverts and similar work to complete the installation of the sanitary sewer trunk line.

D. This does not include filter fabric per detail C on dwg D1. It is not anticipated to be needed at this time.

E. Payment covers trunk line cleaning, videos and commissioning of new line.

13. 48-INCH SEWER MANHOLE

A. Measured per Each (EA).

B. Payment covers the cost of excavation, bedding, backfill, potholing, and new manhole materials; installation of new manhole, sewer lid, ring & cover, collaring, relocation as needed for sewer connection(s) within manhole; providing material, labor, and incidentals for reconnecting all sewer mains and laterals to new manhole; and other miscellaneous devices, materials, or equipment required for a complete installation.

14. 60-INCH SEWER MANHOLE

A. Measured per Each (EA).

B. Payment covers the cost of excavation, bedding, backfill, potholing, and new manhole materials; installation of new manhole, sewer lid, ring & cover, collaring, relocation as needed for sewer connection(s) within manhole; providing material, labor, and incidentals for reconnecting all sewer mains and laterals to new manhole; and other miscellaneous devices, materials, or equipment required for a complete installation.

15. PIPE LINING OF EXISTING 8-INCH SANITARY SEWER LINE

A. Measured per lineal foot (LF) from OUT invert to IN invert of structures.

B. Payment covers the cost of all equipment, labor, and materials to line the sewer mainline per the general notes in the drawings and project specifications. Lining can be either fold and form or cast in place pipe. Payment includes all necessary preparation of existing sewer line for receiving of liner per manufacturer specifications.

C. Payment covers trunk line final cleaning, videos and re-commissioning of line.

16. PIPE LINING OF EXISTING 10-INCH SANITARY SEWER LINE

- A. Measured per lineal foot (LF) from OUT invert to IN invert of structures.
 - B. Payment covers the cost of all equipment, labor, and materials to line the sewer mainline per the general notes in the drawings and project specifications. Lining can be either fold and form or cast in place pipe. Payment includes all necessary preparation of existing sewer line for receiving of liner per manufacturer specifications.
 - C. Payment covers trunk line final cleaning, videos and re-commissioning of line.
17. INSTALL 8" PIPE BY PIPE BURSTING EXISTING 8"
- A. Measured per lineal foot (LF) from OUT invert to IN invert of structures.
 - B. Payment covers the cost of all equipment, labor, and materials to install the new sewer line via the pipe bursting method per the specifications.
 - C. Payment covers trunk line final cleaning, videos and commissioning of line.
18. 48-INCH MANHOLE LINING
- A. Measured per Each (EA).
 - B. Payment covers the cost of all equipment, labor and materials to line an existing manhole using SpectraShield spray on polymer lining system per manufactures specifications.
19. 60-INCH MANHOLE LINING
- A. Measured per Each (EA).
 - B. Payment covers the cost of all equipment, labor and materials to line an existing manhole using SpectraShield spray on polymer lining system per manufactures specifications.
20. INSTALL CONCRETE COLLAR
- A. Measured per Each (EA)
 - B. Payment covers the cost of all equipment, labor, and materials to install a concrete collar per the UDOT standard drawing CB 11 and specifications. Concrete collars are only to be replaced if necessary due to existing damage, not damage caused by the contractor during construction.
21. LATERAL RECONNECT AND LINE
- A. Measured per Each (EA)
 - B. Payment covers the cost of connecting the sewer lateral to new sewer main via wye, Fernco coupling, Romac stainless steel sewer saddle, rubber gaskets, fittings, commissioning lateral; and other miscellaneous devices, materials, or equipment required for a complete service connection per Logan City Standard Drawings 431.
 - C. Payment includes all labor, equipment, and materials necessary for the installation of the lateral liner, cleanout behind the curb and any additional work needed for the pipe lining per detail C on dwg D2. Payment covers all necessary restoration of disturbed existing surfaces associated with pipe lining including but not limited to landscape repairs and sidewalk replacement as necessary.
 - D. Service interruptions must begin after 8:00 am and be restored by 5:00 pm each day
 - E. All utilities shall be kept in working order whenever possible.
22. LATERAL – RECONNECT AND DON'T LINE
- A. Measured per Each (EA)
 - B. Payment covers the cost of connecting the sewer lateral to new sewer main via wye, Fernco coupling, Romac stainless steel sewer saddle, rubber gaskets, fittings, commissioning lateral; and other miscellaneous devices, materials, or equipment required for a complete service connection per Logan City Standard Drawings 431. Includes any necessary material for replacing lateral to the edge of the trench excavation per detail B on dwg D2.
 - C. Service interruptions must begin after 8:00 am and be restored by 5:00 pm each day
 - D. All utilities shall be kept in working order whenever possible.
23. LATERAL – RECONNECT AND PIPE BURST

- A. Measured per Each (EA)
 - B. Payment covers the cost of connecting the sewer lateral to new sewer main via wye, Fernco coupling, Romac stainless steel sewer saddle, rubber gaskets, fittings, commissioning lateral; and other miscellaneous devices, materials, or equipment required for a complete service connection per Logan City Standard Drawings 431. Includes any necessary material for replacing lateral to the edge of the trench excavation per detail B on dwg D2.
 - C. Payment covers the cost to replace the sewer lateral via pipe bursting method from the sewer main trench to behind back of curb as shown on detail E on dwg D2. This includes all labor, equipment, and materials necessary for the location of the sewer lateral and the installation of the cleanout behind the curb and any additional work needed for the pipe bursting to take place.
 - D. Payment covers all necessary restoration of disturbed existing surfaces associated with pipe bursting including but not limited to landscape repairs and sidewalk replacement as necessary.
 - E. Service interruptions must begin after 8:00 am and be restored by 5:00 pm each day. All utilities shall be kept in working order whenever possible.
24. LATERAL – TOP HAT
- A. Measured per Each
 - B. Payment covers all labor, material, and equipment necessary to install a top hat connection in order to reconnect a lateral to a mainline sewer that is being lined. This includes any cleaning, locating, marking, cutting of the liner and all other aspects of work associated with installing a top hat connection.
25. LATERAL – SPOT REPAIR CONNECTION AND DON'T LINE
- A. Measured per Each (EA)
 - B. Payment covers the cost of connecting the sewer lateral to new sewer main via wye, Fernco coupling, Romac stainless steel sewer saddle, rubber gaskets, fittings, commissioning lateral; and other miscellaneous devices, materials, or equipment required for a complete service connection per Logan City Standard Drawings 431.
 - C. Payment includes saw cutting, asphalt removal, asphalt disposal, excavation, all lateral reconnection materials, backfill, road base, and asphalt necessary for the spot repair.
 - D. Service interruptions must begin after 8:00 am and be restored by 5:00 pm each day. All utilities shall be kept in working order whenever possible.
26. LATERAL – SPOT REPAIR CONNECTION AND LINE
- A. Measured per Each (EA)
 - B. Payment covers the cost of connecting the sewer lateral to new sewer main via wye, Fernco coupling, Romac stainless steel sewer saddle, rubber gaskets, fittings, commissioning lateral; and other miscellaneous devices, materials, or equipment required for a complete service connection per Logan City Standard Drawings 431.
 - C. Payment includes saw cutting, asphalt removal, asphalt disposal, excavation, all lateral reconnection materials, backfill, road base, and asphalt necessary for the spot repair.
 - D. Payment includes all labor, equipment, and materials necessary for the location of the sewer lateral, the installation of the lateral liner, the installation of the cleanout behind the curb and any additional work needed for the pipe lining to take place. Payment covers all necessary restoration of disturbed existing surfaces associated with pipe lining including but not limited to landscape repairs and sidewalk replacement as necessary.
 - E. Service interruptions must begin after 8:00 am and be restored by 5:00 pm each day. All utilities shall be kept in working order whenever possible.
27. LATERAL – SPOT REPAIR CONNECTION PIPE BURST

- A. Measured per Each (EA)
 - B. Payment covers the cost of connecting the sewer lateral to new sewer main via wye, Fernco coupling, Romac stainless steel sewer saddle, rubber gaskets, fittings, commissioning lateral; and other miscellaneous devices, materials, or equipment required for a complete service connection per Logan City Standard Drawings 431.
 - C. Payment includes saw cutting, asphalt removal, asphalt disposal, excavation, all lateral reconnection materials, backfill, road base, and asphalt necessary for the spot repair.
 - D. Payment covers the cost to replace the sewer latera via pipe bursting method from the sewer main trench to behind back of curb as shown on detail E on dwg D2. This includes all labor, equipment, and materials necessary for the location of the sewer lateral and the installation of the cleanout behind the curb and any additional work needed for the pipe bursting to take place.
 - E. Payment covers all necessary restoration of disturbed existing surfaces associated with pipe bursting including but not limited to landscape repairs and sidewalk replacement as necessary.
 - F. Service interruptions must begin after 8:00 am and be restored by 5:00 pm each day. All utilities shall be kept in working order whenever possible.
28. MAINLINE SEWER SPOT REPAIR
- A. Measured per Each (EA).
 - B. Payment covers the cost of all equipment, labor, and materials necessary to excavate down to the mainline sewer and repair and offset joint so that the sewer main can be lined as shown in the drawings. This includes all bedding, pipe, couplings, backfill, road base, and asphalt needed to make the repair per the details in the construction drawings.
29. LATERAL INVESTIGATION FOR ABANDONED LATERALS
- A. Measured per Each (EA).
 - B. Payment covers the cost of all equipment, labor, and materials necessary to determine the condition of the laterals identified on the construction drawings. This includes providing video proof of the lateral, to determine the condition of the lateral if it is active to determine the necessary remediation or to provide video proof that the lateral is abandoned and does not need to be reconnected to the mainline.
30. ASPHALT RESTORATION
- A. Measured per Square Yard of asphalt installed.
 - B. Payment covers the cost of furnishing all necessary materials, asphalt, tack coat equipment, labor, hauling, placement, and compaction to produce an acceptably deep excavation asphalt patch per UDOT standard, along sanitary sewer trunk and lateral trenches. Payment covers the cost of installing the full thickness of hot-mixed, hot laid asphalt concrete pavement (PG 64-34 ½”) At the Engineers discretion, Engineer may require areas damaged during construction to be removed and restored at the contractor’s expense.
31. ROADWAY STRIPING RESTORATION
- A. Measured per Lump Sum (LS)
 - B. Payment includes all necessary labor, equipment, and materials to return all roadway markings affected by the project work to their pre-project conditions. This includes, lane markings, stop bars, and cross walks. All pavement markings will be according to UDOT standards and UDOT specifications.
32. ROTOMILL AND OVERLAY (on 400 North)
- A. Measured per Square Yard (SY)
 - B. Payment includes all necessary labor, equipment, and materials for milling off the top 2” of asphalt and installing a 2” overlay as designated by the project drawings.

A1.LATERAL – REPLACE

- A. Measured per Each (EA)
- B. Payment to cover labor, equipment, and material for the replacement of a sewer lateral through a traditional open trench method. This includes all necessary asphalt, concrete, earth removal and disposal as well as all items necessary for the installation of the new lateral to behind the curb per Logan City standard details.
- C. Payment covers all necessary restoration of disturbed existing surfaces associated with lateral replacement including but not limited to landscape repairs and sidewalk replacement as necessary.
- D. Service interruptions must begin after 8:00 am and be restored by 5:00 pm each day. All utilities shall be kept in working order whenever possible.

CONTRACTOR QUALIFICATION FORM

(List similar size, scope and duration projects by the Contractor over the past five (5) years)
 (Sample form. Complete all categories)

SUB-CONTRACTOR(S) PERFORMING MAJOR PORTIONS OF THE WORK						
SITE SUPERINTENDENT						
PROJECT MANAGER						
INVOLVEMENT OR ROLE IN PROJECT (General or Sub)						
OWNER REFERENCE (NAME AND TELE NO.)						
DOLLAR AMOUNT OF PROJECT						
NAME / DATE OF PROJECT						

SCHEDULE FOR CONTRACT COMPLETION

TO BE COMPLETED BY CONTRACTOR

Contractor shall provide a detailed schedule (Gantt chart) including all critical dates from notice of award to the final construction approval and a detailed critical path. A narrative type of schedule, or a condition stating that schedule will be provided upon award of project, may be grounds for dismissal of the bid. Schedule will be considered along with the bid total.

The Schedule shall show/indicate major milestones such as Notice to Proceed (NTP), lining, asphalt patch, 200 North completion, substantial completion, and final completion, etc. Identify critical path items/tasks. The project is bid in calendar days, consider/include intervals to account weather delay days and project shutdowns. It shall also indicate anticipated nighttime closures/work and duration.

The intersection at 600 West shall require night work and plating of the trench to protect the left turn movement. Night work shall be required between approximately 150 West and Main Street on 200 North to protect the traffic movements. This is to protect the left turns off 200 North at 100 West and Main Street. Any work involving Main Street shall require night work.

The NTP shall be issued on a mutually agreed upon date. The NTP shall be considered the construct start date and the start of the calendar day count. Once the City issues the NTP, the project shall be substantially completed in 120 calendar days. Final Completion shall be completed within 135 calendar days of the NTP.

A winter shutdown to stop contract calendar days will be considered. To pause contract calendar days, the site trenches shall be paved, and all roads, sidewalks, and access points shall be operational. Official stop day shall be given in writing by the project engineer upon site inspection.

The City may issue a Temporary Notice to Proceed if requested by the contractor for the purpose of procuring materials, minor prep, and exploratory work.

All work in 200 North within road section shall be completed by **May 15, 2025**, with a final project completion date of **August 29, 2025**. Contractor's Schedules showing an earlier completion date for the 200 North milestone may be given preference.

CONTRACTOR'S PROJECT TEAM

TO BE COMPLETED BY CONTRACTOR

Contractor shall provide a description of the proposed project team,
including sub-contractors.

(Sample form. Include all categories)

General Contractor's Project Manager (for the duration of the project)		
Contractor's Site Superintendent (for the duration of the project)		
	SUBCONTRACTOR (if different than the General Contractor):	ESTIMATED PERCENT OF ENTIRE PROJECT
Underground pipe/utilities		
Roadway subgrade construction		
Lining Sewer Main		
Lateral work		
Asphalt		
Others:		

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
as Principal, and _____ as Surety, are hereby held and firmly bound unto
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 _____ a
certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

200 NORTH AND 400 NORTH SEWER IMPROVEMENTS 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.

_____(L.S.)
Principal

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: ***200 NORTH AND 400 NORTH SEWER
IMPROVEMENTS PROJECT***

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 _____, 2024.

Owner: City of Logan, Utah

By:

Title:

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

This _____ day of _____, 2024.

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

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

200 NORTH AND 400 NORTH SEWER IMPROVEMENTS PROJECT

- *Sewer Improvements on 200 North from 600 West to Main St. & on 400 North from Main St. to 700 East*
- *Sewer Replacement*
- *Sewer Lining*
- *Lateral replacement*
- *Lateral lining*
- *Sewer Spot Repairs*

ARTICLE 2 – WORK

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

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01.1 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 Final Completion and Final Payment:

- A. The Work will be substantially completed **within 120 Calendar days** from the final Notice to Proceed, in accordance with the General Conditions.
- B. The Work will be 100% completed **within 135 Calendar days** from the final Notice to Proceed, completed and ready for final payment in accordance with the General Conditions. 200 North shall be completed by May 15th, 2025, and the final project completion shall be August 29th, 2025.

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 \$ 2000.00 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 \$ 2000.00 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, 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

9.01.1 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) Contractor Project Team
 - h) 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 behalf.

This Agreement will be effective on _____, 20__.

OWNER:

CONTRACTOR:

By: _____

By: _____

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

END OF DOCUMENT

CITY OF LOGAN INSURANCE AND BOND REQUIREMENTS

FOR: 200 NORTH AND 400 NORTH SEWER IMPROVEMENTS 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. 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 \$2,000,000. 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. 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.**

C. 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.

D. 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.

E. OTHER INSURANCE PROVISIONS

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

General Liability and Automobile Liability Coverages

- 1) 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.
- 2) 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.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Logan City, its officers, officials, employees or volunteers.
- 4) 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.

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 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

Date:

To:

Project: ***200 NORTH AND 400 NORTH SEWER IMPROVEMENTS PROJECT***

You are hereby notified to commence work in accordance with the Contract for Construction dated _____, 2024. The date of completion of all work is _____, 2024.

City of Logan, Utah

By:

Title:

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

By:

Title:

Date:

CITY OF LOGAN
CHANGE ORDER FORM

CHANGE ORDER # : _____ DATE _____

PROJECT NAME: ***200 NORTH AND 400 NORTH SEWER IMPROVEMENTS PROJECT***

CONTRACTOR: _____

DESCRIPTION _____

<u>Item</u>	<u>Description</u>	<u>Total</u>
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CHANGE ORDER AMOUNT \$ _____

TOTAL ADJUSTED CONTRACT AMOUNT \$ _____

TIME EXTENSION PER THIS CHANGE ORDER _____

REVISED COMPLETION DATE: _____

Date _____ Project Manager _____

Date _____ City Engineer _____

Date _____ W/WW Department Mgr _____

Date _____ Contractor _____

NOTIFICATION OF PROJECT COMPLETION

PROJECT NAME AND LIMITS: 200 NORTH AND 400 NORTH SEWER IMPROVEMENTS PROJECT

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. 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.
4. Commodity cost escalation factors are part of this contract. The UDOT Fuel Cost Adjustment method and the UDOT Asphalt Cost Adjustment method as found in Sections 01282.1.12 and 01282.1.13 of the UDOT Manual of Standards and Specifications. In addition to the items in Table 1, Logan City includes any single bid item or categories of items adding to more than \$100,000. Bid items and categories, in addition to those shown in the UDOT table are:
 - a. Excavation and Embankment
 - b. Excavation and Disposal
 - c. Asphalt
 - d. Concrete Sidewalk, Ramps, Drives (all thicknesses)
 - e. Traffic Control System
 - f. Storm Water System, Detention Pond – grading, irrigation and surface finish
 - g. Water Main Lines, Valves and Fittings (does not include services or meters)
5. All water valves and manholes shall be accessible within 72 hours of paving operations, with plates or traffic control as needed. A fee of \$50.00 / calendar day per manhole and/or water valve shall be assessed until accessible. Contractor, or contractors surveyor is responsible to locate and uncover valves and manholes. Logan City will not locate these for the Contractor. Valves and manholes shall be raised to grade and collared within the earlier of 21 calendar days, or October 10th.
6. Asphalt (HMA) mix design on UDOT streets shall be per UDOT Specifications.

7. Contractor shall submit an updated 2 (two) week "look ahead" schedule at each weekly progress meeting. The schedule shall identify critical path items, potential concerns, and proposed mitigation strategies to keep the project on schedule.
8. All property owners shall be notified of access restrictions to their driveways and property at least 48 hours in advance of any closure. Unavoidable access restrictions shall be kept to a minimum.
9. Coordinate Utility work with Logan City. Provide 48-hour notice to businesses and property owners prior to temporary shutdown of water service. Work with businesses and property owners to determine the best times and dates for shutdown.
10. Water service to all businesses must be maintained during normal business hours. Contractor must obtain approval of a plan to meet these requirements.
11. Any coordination for relocation/mitigation of utilities with utility providers (including Logan City owned utilities) is the responsibility of the Contractor. Contractor shall identify conflicts in a timely manner and notify utility provider and Engineer. Delays shall not be the responsibility of the City, and are not grounds for Change Order(s) for time. The City has made efforts to identify potential utility conflicts and design accordingly. Potential utility conflicts shall be potholed and identified at the beginning of the project.
12. Work within the Northwest Fields canal easement. All work must be coordinated with the Logan Northwest Field Irrigation Company.
13. Night work:
 - a. Night work may be allowed upon approval of the Engineer and Logan City Mayor.
 - b. Submit a detailed plan for night work one week (7 calendar days) prior to the desired start of night work. Updated traffic control plans must be approved per the Right-Of-Way permit process.
 - c. Provide adequate lighting for performing satisfactory inspection and construction operations.
 - d. Control noise and vibration in accordance with Section 01 57 00
14. Local Events
 - a. Logan City 4th of July Fireworks Show:
 - i. Open all lanes of traffic in each direction throughout the project area after 4:00 pm on day of event.
 - b. Cache Valley Cruise-In Main Street Parade: July 06, 2024
 - i. Open all lanes of traffic in each direction throughout the project area after 3:00 pm on day of event.
15. Traffic Control
 - a. UDOT approved Traffic control plan will need to be submitted and reviewed through a no cost work in Right-Of-Way permit with Logan City.
 - b. For work within the UDOT right of way, obtain a permit through the UDOT Region 1 Permits Office and adhere to all traffic control requirements stipulated in the permit.

- c. Erosion Control and Dust Control item includes fugitive dust control. Water (or other) shall be applied throughout the workday to minimize/control dust.
16. Pedestrian Traffic Control
 - a. Provide traffic control to pedestrians through areas with existing sidewalks.
 - b. Provide safe school walking routes along W during school days.
 17. Contractor shall have all materials necessary to complete the work onsite or readily available in a holding yard prior to starting work.
 18. Coordinating With Private And Public Agencies
 - a. Notify private and public agencies affected by the proposed construction, coordinate required adjustments, and arrange for all necessary adjustments of utilities within or adjacent to the limits of construction. Coordinate with Utilities at the beginning of the project to allow as much time as possible for relocation/mitigation. Utility companies generally require a minimum of 48 hours' notice if their utility requires location, relocation or protection. Contact the following individuals or companies to coordinate.
 - i. Logan Light and Power: Benji Eames 435-716-9745
 - ii. Dominion Energy: Nick White 801-213-5662
 - iii. CenturyLink: Darren Keller 801-238-0414
 - iv. Logan City Water: Joe Hawkes 435-716-9622
 - v. Logan City Sewer: Joe Hawkes 435-716-9622
 - vi. Logan City Streets & Storm Drain: Hart Wybrow 801-633-6617
 - vii. First Digital Telecom: Brennan Christensen 385-625-6487
 - viii. Syringa Networks: Jordan Gomez 801-828-0759
 - ix. Comcast Cable: Nate Steadman 801-831-6791
 - x. UTOPIA: James Miller 801-389-8908
 - xi. Logan Northwest Field Irrigation Co.: Richard Boudrero
435-760-7959
 - xii. UDOT Region 1: Dustin Jenkin 801-620-1647
 - xiii. UDOT Fiber: Leon Hadley 801-707-0852
 - xiv. UDOT Fiber (Horrocks): Jordan Hadley 801-626-2300
 - xv. All West (CRS Engineers): Matt Hirst 801-558-6251
 - xvi. Google Fiber: Jeff McKay 801-503-8245
 - b. Contractor responsible for utility coordination, scheduling, traffic control, and survey associated with utility relocations, with no delay costs to Logan City.

19. 200 North and 400 North Sewer Project Limitations (19-22)

The following notes do not waive the requirement that the contractor must apply for an encroachment permit from UDOT and meet the limitations that are required by the permit.

20. Schedule

- a. The priority for the project is to complete the work in 200 North by October 15, 2024.

- b. If this is not an option for your schedule, we are working with UDOT to be able to start construction in February or March of 2025. If this schedule option is selected, work in 200 North shall be completed by May 15, 2025.
- c. If work is being performed between October 15 and April 15, the following applies:
 - i. Temporary pavement patches will be required. Upon meeting UDOT paving weather requirements after April 15, the temporary pavement patches shall be removed and replaced with permanent pavement.
 - ii. The contractor shall be responsible for snow removal for the entire section of roadway where work and traffic control is present.

21. Night Work

- a. Night work will not be required where the contractor can maintain one 11' lane and 2' shoulder in each direction with the following exceptions:
 - i. The intersection at 600W shall require night work and plating of the trench to protect the left turn movement.
 - ii. Night work shall be required between approximately 150W and Main Street on 200 North to protect the traffic movements. This is to protect the left turns off 200 North at 100 West and Main Street.
 - iii. Detours may be an option on to local streets. Contractors shall provide traffic control plans for approval by the City and UDOT.
 - iv. Any work involving Main Street shall require night work.
 - v. Night work is defined as work that occurs between 10pm and 7am. (Utah Code 72-6-112.5 (1)(c))

22. General

- a. The traffic volumes are too high for a flagging operation during the day. UDOT will not approve a flagging operation for daytime work.
- b. There is a school crosswalk on 400 West and 200 North to be protected and remain open during construction.
- c. Temporary pavement markings may be approved if the contractor desires to shift the two lanes of traffic to the north of the work sites. The contractor shall work with UDOT for the best locations of this shift to avoid shifting traffic signals.