



***Bridger Bike Park***

***2.5-acre Mountain Bike and BMX Skills Facility***

***1181 North 400 West, Logan, UT***

Grading, Drainage, Bike Trail Construction, Trail Alignments, Technical Trails and Features (TTF), Turns, Vertical Undulations, Rock Armoring, Landscape Boulders, Fill Material, Boulders, Compaction, Trail Surfacing Material.

Start Hill, Technical Descent & Climb, Mountain Bike Trail, Berms, Rollers, Drop-In Platform, Intermediate Pump Track, Table -Top Jump, Wooden Kicker Ramp, Kicker Lander, Rock Piles and Gardens with Chokes, Rock Drops, Skinny Straight Ladder, Rock Ledge Stack/Podium Step-Ups, Ledges Up and Down, Skinny Zigzag Offset, Flat Section Drops, Perimeter Fence and Service Gate.

Contract Documents and Specifications

March 2019

CITY OF LOGAN, UTAH

**BIKE PARK DESIGN**

Chris Kehmeier  
C2 Consulting

**SPONSORING DEPARTMENT REP**

Russ Akina  
City of Logan Parks and Recreation Dept.  
195 South 100 West

**COUNTY TRAILS PLANNER**

Dayton Crites  
Cache County  
179 North Main

**SITE DESIGN**

Dave Foster  
Alta Planning and Design  
8 East Broadway, Suite 203  
Salt Lake City, UT 84111

**CITY ENGINEER**

Bill Young, P.E., Logan City Engineer  
290 North 100 West  
Logan, UT 84321

**DEPARTMENT PROJECT MANAGER**

Ed Stephens, Parks Superintendent  
195 South 100 West  
Logan, UT 84321

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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 p.m., April 26, 2019, for:

### **Bridger Bike Park Construction Project 1181 North 400 West, Logan UT**

2.5-acre Mountain Bike and BMX Skills Facility

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

**An optional Pre-Bid Meeting will be held at 10:00 a.m., April 19, 2019. Please park at Bridger Park, 1200 North 400 West.**

Specifications are available on the Logan City website and on file in the office of the Logan City Parks and Recreation Department at the Logan Recreation Center, 195 South 100 West, Logan, Utah, and copies may be obtained by prospective bidders. Contractors should be prepared to submit documentation with the Bid 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 the bid request, please contact: Dayton Crites, Cache County Trails Planner, at [dayton.crites@cachecounty.org](mailto:dayton.crites@cachecounty.org).

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

Dated this April 5, 2019.

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 26, 2019 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 5:00 p.m., April 22, 2019, to [dayton.crites@cachecounty.org](mailto:dayton.crites@cachecounty.org). The responses to these questions will be posted daily on the City of Logan's, Purchasing Division website. The website address is: [https://www.loganutah.org/bid\\_detail\\_T11\\_R132.php](https://www.loganutah.org/bid_detail_T11_R132.php)**

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

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

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

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

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

Each BID must include a detailed SCHEDULE FOR CONTRACT COMPLETION showing 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, but shall not exceed the time allowed for completion as shown on the PROPOSAL form. 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. 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 CONTRACT 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 2007 APWA AMENDED 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 **Bridger Bike Park Construction Project** 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



**BID SCHEDULE**  
**Bridger Bike Park Construction Project**

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Item Price</b>
1	Mobilization	LS	1		
2	Temporarily Secure Project Site	LS	1		
3	Storm Water Pollution Prevention Plan	LS	1		
4	Construction Survey	LS	1		
5	Locate Utilities	LS	1		
6	Rough Grade Site (Start Hill, Berms, Drainage) 90%	CY	6,270		
7	Beginner Pump Track Construction	SF	680		
8	Intermediate Pump Track Construction	SF	2,112		
9	Pump and Jump Trails Construction	SF	7,155		
10	Skill Loop Construction	SF	4,206		
11	Progressive Drops Construction	SF	1,145		
12	Technical Trails & Features Construction	SF	540		
13	Construct Vertical Undulations and Turns	LS	1		
14	Perform Compaction Per Design	SF	779,711		
15	Furnish and Construct Rock Armored Trails	SF	645		
16	Furnish and Place 18"-30" Wide Landscape Boulders	EA	35		
17	Install Pre-Fabricated Ramps	EA	6		
18	Outflow Rip Rap 4-6" Cobble	CY	24.44		
19	18-Inch Dia Reinforced Concrete Pipe	LF	115		
20	18-inch RCP Flared Ends	EA	6		
21	Embankment, Start Hill, RCP, Flared Ends Install	CY	4,025		
22	Seed Mix	AC	2		
23	Hydromulch	AC	2		

SUBTOTAL \$ \_\_\_\_\_

24	Install Signage - BID ALTERNATE	EA	9		
25	Furnish and Install Split Rail Fence - BID ALTERNATE	LF	1,260		

TOTAL WITH ALTERNATES \$ \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

SIGNATURE OF PREPARER \_\_\_\_\_

## MEASUREMENT AND PAYMENT

**Item No. 1: Mobilization.** The unit price to be paid for Mobilization shall be considered compensation in full for all labor, materials, and equipment required for mobilization, demobilization, installation of temporary facilities, and bringing all necessary construction equipment to the site. This item shall be paid for on a per lump sum basis with half of this item paid at the beginning of the project and half paid at the end of the project.

**Item No. 2: Temporarily Securing Project Site.** The unit price to be paid to Secure Project Site shall be considered compensation in full for all labor, materials, and equipment required to temporarily secure the project site until the permanent perimeter fence is installed for the project. This item shall be paid for on a per lump sum basis and prorated over the duration of the project with final payment made when the permanent perimeter fence is installed on the site.

**Item No. 3: Storm Water Pollution Prevention Plan.** The unit price to be paid for this item shall be considered compensation in full for all labor, material, and equipment necessary to prepare and implement a Storm Water Pollution Prevention Plan, as submitted by the Contractor and approved by the City Engineer. See Plan Sheet EC01 of plan set. The Contractor is responsible to ensure that no storm water pollution leaves the designated work zone by implementing standard BMPs and common practices approved by the Logan City Engineer. This item shall be paid for on a per lump sum basis with half of this item paid at the beginning of the project and half paid at the end of the project.

**Item No. 4: Construction Survey.** The unit price to be paid for this item shall be considered compensation in full for all labor, materials, and equipment required to meet the requirements of the project according to the Design Consultant. This item shall be paid on a per lump sum basis and with half paid at the beginning of the project and half paid once it is determined that construction surveying is no longer required.

**Item No. 5: Locate Utilities.** The unit price to be paid for this item shall be considered compensation in full for all labor, materials, and equipment required to locate all utilities in the project site. Contractor shall certify to City that no utilities exist in the project site. This item shall be paid for on a per lump sum basis with the item paid in full once certification is received.

**Item No. 6: Rough Grade Site (Start Hill, Berms, Drainage) to 90% of Design.** The unit price to be paid for this item shall be considered compensation in full for all labor, materials, and equipment necessary to rough grade the project site including the Start Hill, four berms, and drainage according to the Grading and Drainage Plan (CG01). This item shall be measured and paid for on a per cubic yard basis.

**Item No. 7: Beginner Pump Track Construction.** The unit price to be paid for this item shall be considered compensation in full for all labor, materials, and necessary equipment to construct the Beginner Pump Track as shown on the plan set and as directed by Design Consultant. This item shall be measured and paid for on a per square foot basis.

**Item No. 8: Intermediate Pump Track Construction.** The unit price for this item shall be considered compensation in full for all labor, materials, and necessary equipment to construct the Intermediate Pump Track as shown on the plan set and as directed by the Design Consultant. This item shall be measured and paid for on a per square foot basis.

**Item No. 9: Pump and Jump Trails Construction.** The unit price for this item shall be considered compensation in full for all labor, materials, and necessary equipment to construct pump and jump trails as indicated on the Site Plan Trail Features Sheet C01, Site Details Sheet DT01, DT02, DT03,

and General Notes on Sheet GN01 of the plan set and as directed by the Design Consultant. This item shall be measured and paid for on a per square foot basis.

**Item No. 10: Skill Loop Construction.** The unit price for this item shall be considered compensation in full for all labor, materials, and necessary equipment to construct the Skill Loop as shown on the Site Plan Trail Features Sheet C01, Site Details Sheet DT01, DT02, DT03, and General Notes Sheet GN01 of the plan set and as directed by the Design Consultant. This item shall be measured and paid for on a per square foot basis.

**Item No. 11: Progressive Drops Construction.** The unit price for this item shall be considered compensation in full for all labor, materials, and necessary equipment to construct the progressive drops as indicated on the Site Plan Trail Features Sheet C01 and Site Details Sheet DT03 of the plan set and as directed by the Design Consultant. This item shall be measured and paid for on a per square foot basis.

**Item No. 12: Technical Trails & Features Construction.** The unit price for this item shall be considered compensation in full for all labor, materials, and necessary equipment to construct the technical trails & features as indicated in the General Notes as Sheet GN01, and Site Details Sheet DT02 of the plan set and as directed by the Design Consultant. This item shall be measured and paid for on a per square foot basis.

**Item No. 13: Construct Vertical Undulations and Turns.** The unit price for this item shall be considered compensation in full for all labor, materials, and necessary equipment to construct vertical undulations and turns as indicated in the General Notes Sheet GN01, Site Details Sheet DT02, and Site Plan Trail Features Sheet C01 of the plan set and as directed by the Design Consultant. This item shall be measured and paid for on a per lump sum basis.

**Item No. 14: Perform Compaction per Design.** The unit price for this item shall be considered compensation in full for all labor, material, and necessary equipment for Contractor to perform compaction as per the specifications indicated in the General Notes Sheet GN01 item 10 Compaction and as directed by the Design Consultant. This item shall be measured and paid for on a per square foot basis.

**Item No. 15: Construct and Install Rock Armored Trails.** The unit price for this item shall be considered compensation in full for all labor, materials, and necessary equipment to construct and install the rock armoring as indicated on the General Notes Sheet GN01 Item 5, Site Plan Trail Features Sheet C01, and Site Details Sheet DT03, and as directed by the Design Consultant. This item shall be measured and paid on a per square foot basis.

**Item No. 16: Furnish and Place 18"-30" Wide Landscape Boulders.** The unit price for this item shall be considered compensation in full for all labor, materials, and necessary equipment to furnish and place landscape boulders for the bike park as indicated in the General Notes Sheet GN01 Item 6 and 9, Site Plan Trail Features Sheet C01, Site Details Sheet DT 03, and as directed by the Design Consultant. This item shall be measured and paid on a per each basis.

**Item No. 17: Install Pre-Fabricated Ramps.** The unit price for this item shall be considered compensation in full for labor, materials, and equipment necessary to install the pre-fabricated ramps as furnished by others and to be installed in accordance with instructions provided by the ramp supplier and in the Construction Notes Sheet GN01 and Site Plan Trail Features Sheet C01, and as directed by the Design Consultant. This item shall be measured and paid for on a per each basis.

**Item No. 18: Outflow Rip Rap 4-6” Cobble.** The unit price for this item shall be considered compensation in full for labor, materials, and equipment necessary to furnish and place rip rap 4-6” cobble as indicated in the plan set and as directed by the Design Consultant. This item shall be measured and paid for on a per cubic yard basis.

**Item No. 19: 18-Inch Diameter Reinforced Concrete Pipe.** The unit price for this item shall be considered compensation in full for labor, materials, and necessary equipment to furnish and install 18-inch diameter reinforced concrete pipe as indicated in the plan set and as directed by the Design Consultant. This item shall be measured and paid for on a per linear foot basis.

**Item No. 20: 18-Inch RCP Flared Ends.** The unit price for this item shall be considered compensation in full for labor, materials, and equipment necessary to furnish 18-inch RCP Flared Ends as indicated in the plan set and as directed by the Design Consultant. This item shall be measured and paid for on a per each basis.

**Item No. 21: Embankment, Start Hill, RCP Flared Ends Install.** The unit price for this item shall be considered compensation in full for labor, materials, and equipment necessary to prepare and install RCP Flared Ends as indicated in the plan set and as directed by the Design Consultant. This item shall be measured and paid for on a per cubic yard basis.

**Item No. 22: Seed Mix.** The unit price for this item shall be considered compensation in full for labor, materials, and necessary equipment to furnish the bike park site with seed mix as indicated in the plan set and as directed by the Design Consultant. This item shall be measured and paid for on a per acre basis.

**Item No. 23: Hydromulch.** The unit price for this item shall be considered compensation in full for labor, materials, and equipment necessary to apply the hydromulch upon the site as indicated in the plan set and as directed by the Design Consultant. This item shall be measured and paid for on a per acre basis.

#### **Alternate Items**

**Item No. 24: Install Signage.** The unit price for this item shall be considered compensation in full for labor, materials, and necessary equipment to install signage as shown in the Site Plan Trail Features Sheet C01 and as directed by the Design Consultant. This item shall be measured and paid for on a per each basis.

**Item No. 25: Furnish and Install Split Rail Fence.** The unit price for this item shall be considered compensation in full for labor, materials, and equipment necessary to furnish and install the split rail wood fence which serves as the bike park facility perimeter and as indicated in the Site Details Sheet DT01, Site Plan Trail Features Sheet C01, General Notes Sheet GN01, and as directed by the Design Consultant. This item shall be measured and paid for on a per linear foot basis.

## **QUALIFICATION CRITERIA FOR BIDDERS**

### **Important Information for Construction of the Bridger Bike Park**

It is extremely critical that the construction of the Bridger Bike Park meets the construction specifications as described in the plan set and that the Contractor works closely with the Design Consultant to achieve the optimal desired finished product.

The Contractor shall, itself and/or its bike park subcontractor, provide a portfolio with no more than five (5) pages as part of this bid document. The portfolio content must address the following:

1. Trail construction experience – projects constructed, client contacts
2. Bike park construction experience – projects constructed, client contacts
3. Three (3) projects of similar size (1 acre) and scope
4. References that the City of Logan may call for trail quality and professionalism
5. Portfolio demonstrating experience with color photos.

The required Qualification Criteria shall be included in the bid proposal to the City of Logan.

## **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 by no later than November 30, 2019.

**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

**Bridger Bike Park Construction 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.

## GENERAL CONDITIONS AND SPECIAL PROVISIONS

### **TECHNICAL SPECIFICATIONS**

SEE APWA MANUAL OF STANDARD SPECIFICATIONS, 2007 EDITION, as AMENDED BY LOGAN CITY.

[http://www.loganutah.org/government/departments/public\\_works/engineering/Engineering\\_Docs.php#revize\\_document\\_center\\_rz3040](http://www.loganutah.org/government/departments/public_works/engineering/Engineering_Docs.php#revize_document_center_rz3040)

### **STANDARD DRAWINGS**

SEE APWA MANUAL OF STANDARD PLANS, 2007 EDITION, as AMENDED BY LOGAN CITY.

[http://www.loganutah.org/government/departments/public\\_works/engineering/Engineering\\_Docs.php#revize\\_document\\_center\\_rz302cfm](http://www.loganutah.org/government/departments/public_works/engineering/Engineering_Docs.php#revize_document_center_rz302cfm)

### **Bridger Bike Park Special Provisions – Performance Specifications**

All trail construction shall comply with the specifications, drawings, requirements, and design intent prescribed in the construction and contract documents. Additional resources include “Trail Solutions” (2004) and “Managing Mountain Biking” (2007). Modifications shall be approved by Department Project Manager.

1. Completed products shall reflect professional workmanship in appearance, quality, and attention to detail. Trails and features shall be well integrated into site, aesthetically pleasing in appearance, and well-shaped, crafted, and finished according to commonly accepted best practices for high quality and sustainable mountain biking trails. Work must be completed to the satisfaction of the Department Project Manager.
2. Should the contractor discover discrepancies in the specifications, the matter shall be at once brought to the attention of the Department Project Manager, and the discrepancies corrected before proceeding further.
3. Trail contractor shall be responsible for any coordination with General Contractor and subcontractors and required to complete all operations.
4. Test riding: trail contractor shall thoroughly test ride all trails and trail features, by bike with appropriate expert rider, to ensure the specified riding experience, design, flow, rhythm, character, difficulty, and specifications are met. Testing shall be performed during the trail alignment and trail feature location process, as well as during construction and following construction, to the extent possible and in consultation with Department Project Manager. Trails and features shall be modified and corrected as necessary until performance specifications are met.
5. Trail contractor shall leave trails and the adjacent area in a finished and natural-looking condition and minimize disturbance to permanent existing vegetation to the extent possible in coordination with General Contractor, top soil spreading, and irrigation and landscape installation.

6. All excavated material generated during trail construction must be used in the trail, or dispersed and blended into surrounding terrain, or removed. No piles of excavated material greater than 6 inches depth shall be left behind.
7. The trail contractor shall be responsible for fine grading and positive drainage away from all trails and trail features. No impoundments nor ponding of surface water within the bike park shall be allowed. The positive drainage shall meet the slope and intent as shown on the grading plan.
8. Where necessary, trail contractor may construct shallow porous detention basins adjacent to the trail to manage surface water drainage, provided they are constructed in an appropriate manner and do not create a hazard.
9. General Contractor shall be responsible for preparing Storm Water Pollution Prevention Plan – using erosion control BMPs.
10. General Contractor shall be responsible for submitting Notice of Intent for the NPDES Construction General Permit.
11. General Contractor shall be responsible for all permits required by the City of Logan for this project.
12. The City has attempted to identify potential utility conflicts within the project. It is the responsibility of the Contractor to verify and identify any utility conflicts and coordinate with the utility operator to have the conflict resolved.
13. Any closer of an access to a residence or a business shall be coordinated with the property owner and the Contractor, and permission granted from the property owner, before any work can commence at the access location.
14. General Contractor shall notify all residents a minimum of 48 hours prior to any road closures or utility interruptions.
15. The General 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 the 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.

**NOTICE OF AWARD**

TO:

**PROJECT DESCRIPTION: Bridger Bike Park Construction Project**

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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 \_\_\_\_\_, 2019.

Owner: City of Logan, Utah

By:

Title:

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged.

This \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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:       **Bridger Bike Park Construction Project**

Grading, Drainage, Bike Trail Construction, Trail Alignments, Technical Trails and Features (TTF), Turns, Vertical Undulations, Rock Armoring, Landscape Boulders, Fill Material, Boulders, Compaction, Trail Surfacing Material.

Start Hill, Technical Descent & Climb, Mountain Bike Trail, Berms, Rollers, Drop-In Platform, Intermediate Pump Track, Table -Top Jump, Wooden Kicker Ramp, Kicker Lander, Rock Piles and Gardens with Chokes, Rock Drops, Skinny Straight Ladder, Rock Ledge Stack/Podium Step-Ups, Ledges Up and Down, Skinny Zigzag Offset, Flat Section Drops, Perimeter Fence and Service Gate.

### **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 November 30, 2019 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: Bridger Bike Park Construction Project April 2019

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:** \$4,000,000 combined single limit per occurrence, personal injury and property damage, \$5,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better) to include Products - Comp/OP aggregate of \$4,000,000. 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:

**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.

**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: **Bridger Bike Park Construction Project**

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You are hereby notified to commence work in accordance with the Contract for Construction dated \_\_\_\_\_, 2019. The date of completion of all work is \_\_\_\_\_, 2019.

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 **Bridger Bike Park Construction 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 \_\_\_\_\_ 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: \_\_\_\_\_