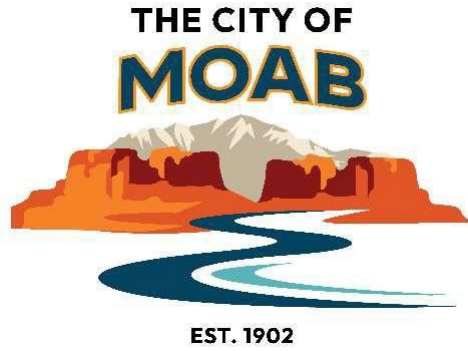




Contract Documents & Specifications

for

City of Moab

217 E. Center Street, Moab, Utah 84532

MOAB WATER TANK PAINTING PROJECT

February 4, 2026

Prepared by:
Obe Tejada

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BID DOCUMENTS

ADVERTISEMENT FOR BID

MOAB WATER TANK PAINTING PROJECT

The City of Moab will receive sealed bids for the construction of the **Moab Water Tank Painting Project**. All bids will be received **until 2:00 pm**, MDT (local time) at the Utah State Procurement Portal at <https://utah.bonfirehub.com> on **March 10, 2026**. Bids must clearly identify the name of bidder, contact information, license number (if applicable), and that it contains a Bid for the **Moab Water Tank Painting Project**.

The Work to be performed under this project shall consist of furnishing all labor, materials, and equipment required to construct and deliver to the site the facilities and features called for by the Contract Documents and as shown on the Construction Drawings.

This project consists of painting the exterior of a 1 million gallon steel water tank in Moab, UT. The scope of work will include surface preparation, coating and cleanup according to the AWWA D102-24 standard. The selected contractor will be responsible for obtaining all required building permits.

The City of Moab will be represented by Obe Tejada as Project Manager and **Beachem Bosh** as the Construction Manager.

Any notices of changes or addenda to the Contract Documents will be posted at <https://utah.bonfirehub.com>. Bidders are solely responsible for monitoring Bonfire, reviewing all posted addenda, and following the instructions on the platform to obtain updates and additional information.

A pre-bid conference will be held on February 24th at **11:00 AM**, MDT (local time). Pre-bid conference to be attended virtually or in person at the **Moab Wastewater Treatment Plant, 1070 West 400 North, Moab, Utah 84532**. Attendance at the pre-bid conference is **mandatory**.

Google meet link: <https://meet.google.com/vwv-fmhd-ohi>

Moab City reserves the right to reject any or all proposals, to accept or reject the whole or any part of the proposal; or to waive any informality or technicality in the interest of Moab City.

INSTRUCTIONS TO BIDDERS

ARTICLE 1. BIDDING DOCUMENTS.

Complete sets of Bidding Documents may be obtained from the City of Moab as designated in the Advertisement for Bid. Complete sets of Contract Documents shall be used for preparing Bids. Neither the OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Bids must be submitted to the Utah State Procurement Portal at <https://utah.bonfirehub.com>. Bids must clearly identify the name of bidder, contact information, license number (if applicable), and that it contains a Bid for the **Moab Water Tank Painting Project**.

All Bids must be made on the required Bid Form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid Form is required.

Any Bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within **60 days** after the date of the Bid opening. 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.

Bidders must satisfy themselves of the amount of required Work and materials by examination of the site and review of the Contract Documents including Drawings, Specifications and Addenda. The OWNER shall provide to Bidders prior to bidding, all information which is pertinent to, and delineates and describes the land owned and right-of-way acquired or to be acquired.

After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities or Work or of the nature of the Work to be done. Any request for interpretation of Addenda shall be made in writing.

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.

A conditional or qualified Bid will not be accepted.

ARTICLE 2. BONDING REQUIREMENTS.

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 or relieve him from

fulfilling any of the conditions of the Contract.

Each Bid must be accompanied by a Bid Bond payable to the OWNER for five (5) percent of the total amount of the Bid. As soon as the Bid prices have been compared, the OWNER will return the Bonds of all except the three lowest responsible, responsive Bidders. When the Agreement is executed, the 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, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

A Performance Bond and a Payment Bond, each in the amount of one hundred (100) percent of the Contract Price, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract.

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

ARTICLE 3. AWARDING THE CONTRACT.

The OWNER may waive any informalities or minor defects or reject any and all Bids.

This Work will be constructed by award of a competitive, sealed bid Contract awarded to the lowest responsible, responsive bidder. OWNER has the right to reduce quantities or remove items from the project. The low Bid shall be considered to be that Bid which has the lowest total cost on the bid items and quantities selected by the OWNER, based upon available funding, for inclusion in the final Agreement rather than the total cost of all bid items prior to the elimination of various deductible bid items. Compensation to the CONTRACTOR will be made through progressive monthly payments in accordance with the General Conditions of these Contract Documents at the units and prices indicated in the Bid Schedule.

All Bids will be checked for errors. If errors are made, unit prices shall govern and corrections will be made according to the unit price or lump sum amounts and totals will be revised to reflect the corrections.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond, when required, within ten (10) calendar days from the date when the Notice of Intent to Award is delivered to the Bidder. The Notice of Intent to Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the OWNER may, at their option, consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

Within **ten (10) days** of receipt of the Agreement signed properly by the party to whom the Contract was awarded, and accompanied by acceptable Performance and Payment Bonds, when required, the OWNER shall sign the Agreement and return to the Bidder an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the Bidder may by written notice withdraw their signed Agreement. 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) days of the execution of the Agreement

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 Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed 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 for this purpose as the OWNER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

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

To demonstrate Bidders qualifications to perform the Work, Bidder shall submit written evidence establishing its qualifications with their sealed Bid. Attach additional sheets as required to completely fill out the required information. Failure to complete any item, or failure to completely and truthfully provide the requested information, shall constitute grounds for the Bid to be considered non-responsive and to cause its rejection.

BIDDERS GENERAL INFORMATION

A) CONTRACTOR's Name and Address:

B) CONTRACTOR's Telephone Number:

C) CONTRACTOR's Email Address:

D) CONTRACTOR's Licenses Primary Classification:

☐ B100 ☐ E100 ☐ Other:

State License No. and Expiration Date (Attach a Copy):

Specialty Classifications Held, if any (Attach a Copy):

CONTRACTOR must obtain the following licenses:

1. Current City of Moab business license (attach a copy)
2. Any other licenses required by the State of Utah (attach a copy)

E) Work in Progress (WIP) Limit: \$_____ Current Status of WIP:

\$_____

F) Provide list of projects completed by the CONTRACTOR during the last 5 years involving work of similar type and complexity. The list shall include the following information as a minimum:

- a) Name, location and brief description of the project and work involved.
- b) Contract amount
- c) Contract date for completion
- d) Date of actual completion – reason for delay, if any.
- e) Names, address, and telephone number of owner and architect or engineer.
- f) List of CONTRACTORs key personnel including position and responsibilities.
- g) Description of work previously performed on similar type and complexity of project (for each individual).
- h) State your involvement in any litigation arising out of the project, if any.

i) Status of current litigation, if any, associated with any project.

G) List of Subcontractors

H) List of Suppliers

Only a qualified CONTRACTOR with qualified personnel will be considered for award of the Contract. Qualification will be at the sole discretion of City of Moab. A Bidders failure to submit required qualification information may disqualify Bidder from receiving an award of the Contract.

No requirement in this Bidders General Information to submit information will prejudice the right of OWNER to seek additional pertinent information regarding Bidders qualifications and experience.

BID FORM

Project: **Moab Water Tank Painting Project**

Date: _____

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of Utah, doing business as _____ to **City of Moab**, (hereinafter called "OWNER").

In compliance with the Advertisement for Bids. Bidder hereby proposes to perform all Work for the construction of **Moab Water Tank Painting Project** in strict accordance with the Contract Documents, within the time set forth therein, and at the price stated below and in the Bid Schedule.

By submission of this Bid, each Bidder certified, and in the case of a joint Bid, each party thereto certified as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Agreement on or before a date to be specified in the Notice to Proceed and to fully complete the Project within **90 days** thereafter.

Bidder further agrees to pay as liquidation damages, the sum of **\$500.00** for each consecutive calendar day thereafter as provided in the Agreement Documents.

Bidder acknowledges receipts of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

The Bidder agrees that this Bid shall be good and may not be withdrawn for **60 calendar** days after the scheduled closing time for receiving Bids. The above prices shall include all labor, materials, bailing, shorting, removal, overhead, profit, insurance, sales tax, other applicable taxes and fees, etc., to cover the finished Work of the several kinds called for.

BID SCHEDULE

Bidder agrees to perform all the Work described in the Contract Documents for the following unit or lump sum prices.

Bidder will complete the Work in accordance with the Contract Documents for the following unit prices. Quantities indicated are not guaranteed; they are solely for comparing Bids and establishing the initial Contract Price. Final payment will be based on actual quantities.

All Bids will be checked for errors. If errors are made, unit prices shall govern and corrections will be made according to the unit price or lump sum amounts and totals will be revised to reflect the corrections.

Standard Units of Measurement:

EA = Each LS = Lump Sum SF = Square Feet SY = Square Yard AC = Acre

LF = Linear Feet CY = Cubic Yard TON = Ton GAL = Gallon DAY = Day HR = Hour

Moab Water Tank Painting Project Bid Schedule					
Item No	Item Description	Qty	Unit	Unit Cost	Amount
1	Surface Prep Mountain View Tank	1	LS		
2	Coating Mountain View Tank	1	LS		
				Total Amount	\$

Bidder certifies and acknowledges that:

- This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
- Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.
- The low Bid shall be considered to be that Bid which has the lowest total cost of the possible combinations of the base bid items that meet the construction budget. The OWNER reserves the right to remove bid items, as necessary, to meet the construction budget.

Respectfully Submitted:

Business Name: _____ Seal (if Bid is by Corporation)

Business Address: _____

Representative Name: _____

Signature: _____

Title: _____ Attest Signature: _____

Date: _____ Attest Name: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

A _____ (Corporation, Partnership, or Individual) hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of OWNER)

(Address of OWNER)

hereinafter called OWNER, in the penal sum of _____ Dollars,
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal has submitted the accompanying Bid, dated _____, 20____, to said OWNER to perform the Work required under the Bid Schedule(s) of the OWNER's Contract Documents entitled:

Moab Water Tank Painting Project

Now, therefore, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within **thirty (30) days** after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the local public agency in accordance with the Bid as accepted, and give bond with good and sufficient Surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period

specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the difference between the amount specified in said Bid and the amount for which the local public agency may procure the required Work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

CONTRACTOR AS PRINCIPAL

SURETY

(Seal)
(Name of CONTRACTOR and Corporate Seal)

By: _____
(Signature, CONTRACTOR)

(Print Name)

(Title)

Attest: _____
(Signature)

(Title)

(Seal)
(Name of Surety and Corporate Seal)

By: _____
(Signature, Power of attorney)

(Print Name)

(Title)

Attest: _____
(Signature)

(Title)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Forms of Bid Bonds prepared to meet the requirements of local or State laws or the needs of the Local Public Agency should be substituted for this form where necessary.

AGREEMENT DOCUMENTS

NOTICE OF INTENT TO AWARD

TO:

Project: **Moab Water Tank Painting Project**

The OWNER has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids called: **Moab Water Tank Painting Project**

You are hereby notified that your Bid has been accepted for items in the amount of:

\$ _____.

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

Dated this _____ day of , 20____. .

OWNER: **City of Moab**

By: _____

Title: _____

ACCEPTANCE OF AWARD

Receipt of the above Notice of Intent to Award is hereby acknowledged on this

_____ day of __, 20____.

By: _____ Title: __

CONSTRUCTION CONTRACT

(Contractor Payment Bond and Performance Bond)

This CONTRACT is made and entered into this _____ day of _____, 2025, by and between CITY OF MOAB of Moab, Utah, a Municipal Corporation in the County of Grand, State of Utah, in the Contract Documents referred to as the "City," and _____ herein referred to as the "Contractor".

RECITALS

WHEREAS, the City advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the Project described by the Contract Documents and known as _____; and

WHEREAS, the Contract has been awarded to the above named Contractor by the City, and said Contractor is now ready and able to perform the work specified in the Notice of Award, in accordance with the Contract Documents.

NOW, THEREFORE, in consideration of the mutual promises and performances stated herein, the sufficiency of which all parties acknowledge, it is agreed as follows:

ARTICLE 1

Contract Documents. It is agreed by the parties that the following list of instruments, drawings, and documents which are attached and incorporated by reference constitute and shall be referred to either as the Contract Documents or the Contract, and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties:

- a. Bid specifications for the Project;
- b. Official design prints and specifications furnished by or to the Contractor and approved by the City;
- c. Change orders, approved written instructions, and written contract amendments;

- d. Performance and Payment bonds;
- e. General and Supplementary Conditions; and
- f. Notice of Award.

ARTICLE 2

Definitions. In accordance with Article 1, the definition of items provided in the General Contract Conditions applies to their usage in the Contract and other portions of the Contract Documents.

ARTICLE 3

Contract Work. The Contractor agrees to furnish all labor, supervision, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with or described in the Contract Documents, as limited to those items as indicated in the Notice of Award (the "Work"). Contractor warrants that all construction shall be completed in a workmanlike manner and in accordance with all plans, specifications, and applicable building codes.

Upon request, Contractor shall provide to the City a list of all subcontractors who will provide construction services under the Contract. All goods and services provided by subcontractors, material suppliers, and laborers shall be pursuant to written agreement between all such persons and the Contractor. Contractor shall be solely responsible for supervision of all of its employees and subcontractors, and assuring that work by those persons conforms to the Contract Documents. Contractor shall be solely responsible for payment to all laborers, subcontractors, and material suppliers in connection with work performed under the Contract. Any non-payment by Contractor of sums owing to laborers, material suppliers, or subcontractors is material breach of this Contract. The City, in its discretion, shall be authorized to contact subcontractors, material suppliers, and laborers working on the project for the purpose of verifying compliance with this Section.

ARTICLE 4

Contract Time and Liquidated Damages. The Contractor hereby agrees to commence work under the Contract on or before the date specified in a written Notice to Proceed from the City, and to substantially and fully complete the work within the time specified in the Special Conditions. In the event that the work is not completed in the times set forth and as agreed upon, the Contractor further agrees to pay Liquidated Damages to the City as set forth in the Special Conditions.

Special Conditions: The Contractor shall complete the entire project work no later than **90 days** from the issuance of the Notice to Proceed. Liquidated damages for delay in the amount of \$500.00 per day shall be assessed against the Contractor in the event that the Work is not finally complete and accepted by the City by the agreed completion date. Remedies under this Article 4 are cumulative to any other remedies provided in this Contract.

ARTICLE 5

Contract Price and Payment Procedures. The Contractor shall accept as full and complete compensation for the performance and completion of all of the work specified in this Contract and the Contract Documents, the sum of _____ (\$_____) ("Contract Price"). The Contract Price has been lawfully appropriated by the City Council of the City of Moab for the use and benefit of the Project. The Contract Price shall not be modified except by written change order, as set forth below.

- a. Partial payments shall be made proportionate to the progress of the work according to the following schedule and (if applicable) the schedule of values in the Contract Documents, but subject to this Article Five:

Monthly

Pay Applications shall be prepared by the Contractor and subject to review and approval by the Project Manager based upon the schedule, above. In no event shall the Contractor be entitled to progress payments exceeding percentage of the Work that is completed in accordance with the Contract Documents, less retainage, inclusive of materials ordered and delivered to the site as measured against the total Contract Price.

- b. The City shall retain the sum of **five percent (5%)** of the total Contract Price, which sum shall be disbursed to Contractor no later than **ten (10)** days from the date when the Work is determined by the City to be finally complete and in conformity with the Contract Documents.
- c. In the event of default under this Contract, the City may retain and deduct from the sums owing under this Contract amounts sufficient to cure or abate the breaching condition, damages, or event.

ARTICLE 6

Bonds and Insurance.

- a. Contemporaneous with issuance of the Notice to Proceed Contractor shall furnish to the City payment and performance bonds acknowledged by a surety licensed and authorized to do business in the State of Utah, in a form acceptable to the City, and in an amount equal to the total Contract Price. The bonds shall be attached to and incorporate by reference the Contract Documents. The bonds shall be issued pursuant to U.C.A. § 63-56-38 for the use and benefit of subcontractors, laborers, and material suppliers, and for the use and benefit of the City to secure Contractor's performance of its construction obligations under this Contract. Alternately, Contractor may provide an irrevocable letter of credit in a form acceptable to the City and naming the City as beneficiary for the purpose of satisfying its payment and performance bond obligations.
- b. Bonds in amounts of \$1,000.00 or less will be made in multiples of \$100.00; in amounts exceeding \$5,000.00, in multiples of \$1,000.00; provided that the amount of the bond shall be fixed at the lowest sum that fulfills all conditions of the Contract.
- c. The letter of credit, payment bond, and performance bond shall be released no later than one year from the date of final acceptance of the contracted Work, provided that no person has provided a demand for

payment as provided by law or commenced an action seeking payment against the City or under any such instrument within that time. In the event any person described in subsection (a), above, issues a demand or commences suit against the City, the City shall be entitled to draw upon the bond or letter of credit to the extent of all sums claimed, including reasonable attorney fees and court costs that may be incurred by the City. At its option, the City may elect to interplead said funds into a court of competent jurisdiction, at which point the City will be discharged of any further liability. In the event the City declares default under this Contract, it shall be entitled to proceed against the Performance Bond.

- d. Contractor shall obtain written lien and payment waivers as specified in Exhibit A, attached, from all laborers, subcontractors and material suppliers contemporaneous with each payment advanced to those persons under this Contract. Upon final completion of the Contract, or upon tender of the final payment to each such subcontractor or material supplier, Contractor shall obtain a final lien and payment waiver. The waivers shall be on forms acceptable to the City, and Contractor shall deliver all such waivers contemporaneous with each disbursement pursuant to the Contract.

- e. Contractor shall provide a Certificate of Insurance as outlined in the following insurance requirements. The limits of liability for the insurance required by the Contractor shall provide coverage for not less the following amounts or greater where required by law:

Workers' Compensation

- | | |
|--------------------------|------------------------------|
| 1. State: | Statutory |
| 2. Applicable Federal: | Statutory |
| 3. Employer's Liability: | State Insurance Requirements |

Comprehensive General Liability:

1) Bodily Injury:

- | | |
|---|--|
| \$1,000,000 (combined single limit CSL) | Each Occurrence |
| \$1,000,000 | Annual Aggregate, including Products and Completed Operations Hazard |

2) Property Damage:

- | | |
|-----------------|------------------|
| \$1,000,000 CSL | Each Occurrence |
| \$1,000,000 | Annual Aggregate |

3) Property Damage Liability Insurance shall provide Explosion, Collapse, and Underground coverage where applicable.

4) Personal Injury, with employment exclusion deleted.

\$1,000,000 CSL

Comprehensive Automobile Liability:

1) Bodily Injury:

\$1,000,000 CSL Each Person

\$1,000,000 CSL Each Accident

2) Property Damage:

\$1,000,000 CSL Each Occurrence

Contractor shall maintain insurance covering casualty to materials purchased for the Work and stored on or off site.

f. The Comprehensive liability insurance shall include completed operations hazard insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded or canceled, materially changed, or renewal refused until at least thirty days prior written notice has been given to the City by certified mail. All such insurance shall remain in effect until final acceptance of the Work by the City, and at all times thereafter when Contractor may be correcting, removing, or replacing defective work. The City shall be endorsed as an additional insured under the general liability policy.

g. Contractor shall record a Notice of Commencement and Notice of Completion and, as provided under U.C.A. § 38-1-31 and § 38-1-33.

ARTICLE 7

Integrated Contract; Change Orders. The Contract Documents constitute the entire agreement between the City and Contractor, and shall supersede any prior representations or discussions. The Contract may only be altered, amended or repealed by a duly executed written agreement signed and lawfully approved by both parties, except as noted by subsection (b), below. This Contract shall not be assigned, in whole or in part, except upon approval in writing by both parties.

- a. Contractor shall not be entitled to compensation in excess of the Contract Price, nor shall additional work be undertaken, except upon approval of a change order signed by both parties. The change order shall specify the upward or downward change in the Contract Price, the scope of the work to be performed or omitted, and the change in the Contract Time, if applicable.
- b. In the event that budgetary, or other unforeseen circumstances, render completion of the Contract Work impracticable, the City, in its discretion, may unilaterally issue a construction change directive reducing the scope of the Work or omitting certain items from the Contract. In that event, the Contract Price will be proportionately reduced. Construction change directives may only be issued with respect to work that has not been performed as of the date of the change.

ARTICLE 8

Warranties. The Contractor warrants that all work under this Agreement to be of good quality and free from any defective or faulty material or workmanship. The Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work, faulty material or workmanship or non-conformance of the work with the Scope of Services, scope of work, proposal or bid, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at the Contractor's sole cost and expense. The Contractor shall act sooner as requested by the City in response to an emergency. In addition, the Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective or faulty material or workmanship or non-conforming work and any work which becomes damaged in the course of repairing or replacing the defective or faulty material or workmanship or non-conforming work. For any work corrected, the Contractor's obligation to correct defective or faulty material or workmanship or non-conforming work shall be reinstated for an additional one-year period, commencing with the date of acceptance of the corrected work. The Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by the Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and the Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that the Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or faulty material or workmanship or non-conforming work and any work damaged by any defective or faulty material or workmanship or non-conforming work at the Contractor's sole expense. The Contractor shall be obligated to fully reimburse the City for any expenses incurred upon demand.

ARTICLE 9

Extensions. For good cause shown, the City may grant a reasonable extension of time for the completion of improvements pursuant to this Contract. Good cause may include acts of God, severe weather disturbances (beyond those conditions which are typical to the Moab climate), floods, strikes, riots, or other acts or causes which are unforeseen and beyond the Contractor's control. Extensions of time or change orders for additional compensation shall not be authorized for inexcusable delay, which shall be defined to include, but not be limited to, inadequate crewing; inadequate supervision; late ordering of materials; failure to properly coordinate work; or similar events which could have been avoided with proper foresight, care, or planning by Contractor. All extensions shall be approved in the manner provided for change orders

ARTICLE 10

Legal Compliance, Safety, Indemnity. Contractor hereby warrants that it is licensed and authorized to do business in the State of Utah; that it maintains complying policies for workers compensation coverage and that said coverage shall be in place for the duration of its performance under this Contract; that it maintains insurance coverage as described in this Contract; and that all such policies shall be in place for the duration of this Contract. Contractor further warrants that it shall perform this Contract in compliance with all applicable City, state, and federal laws, including all applicable regulations governing workplace safety, including but not limited to those promulgated by the Occupational Safety and Health Administration (OSHA). With respect to workplace safety, Contractor shall at all times employ properly trained individuals and subcontractors, who shall work under appropriate supervision. Contractor shall also hold regular safety meetings as necessary and appropriate, given the particular safety issues presented by the Work.

- a) Contractor hereby agrees to indemnify and hold the City, its officers, employees, and agents harmless from all demands, claims, suits, or liabilities, including reasonable attorney fees, as result of damages, losses, or injuries, including death, to persons not a party to this agreement and deriving, directly or indirectly, from the actions, omissions, or breaches of duties by the Contractor, its officers, agents, employees, subcontractors, or suppliers in the performance of the Contract or in discharging its legal duties, generally. This duty to indemnify shall apply to all claims by Contractor's employees, subcontractors, or material suppliers with respect to any liabilities incurred by Contractor in the performance of this Contract.

ARTICLE 11

Remedies. The failure by either party to perform or carry out any of the obligations in this Contract or to perform the construction in accordance with the Contract Documents shall be grounds to declare default. In the event of default, the non-breaching party shall be entitled to recover all actual damages resulting from breach, in addition to the other remedies specified in this Contract. Actual damages shall include reasonable and necessary costs of completion of the Work or repair or replacement of Work which does not conform to the Contract Documents. In no event shall either party be liable to the other for consequential damages. In addition to any other remedies, in any legal action arising from this Contract the substantially prevailing party shall be entitled to recover its reasonable attorney fees and court costs.

ARTICLE 12

Venue, Choice of Law, Interpretation. The place of performance under this Contract is Grand County, Utah. In the event of any legal dispute concerning the subjects of this agreement the parties stipulate to jurisdiction and venue in the District Court, Grand County, Utah. This contract shall be construed in accordance with the laws of the state of Utah.

- a. There are no known or intended third party beneficiaries to this Contract.
- b. This Contract is the product of mutual bargaining. It shall be construed in accordance with its plain meaning, regardless of the extent to which either party participated in the drafting.

ARTICLE 13

Notice of Breach, Limitation of Actions. In the event of the occurrence of any breach of the terms of this contract the non-breaching party shall promptly deliver written notice of same to the other party and allow a reasonable period of time for the other party to cure or abate the breaching condition. It shall not be necessary for any party to deliver multiple notices in the case of repeat or ongoing violations. Any legal action arising from this Contract shall be filed not more than one year from the act, event, or omission constituting breach, and not thereafter.

- a. Delivery of notice shall be deemed sufficient if personally delivered or sent by First Class mail as follows:

City Recorder City of Moab
217 East Center Street
Moab, Utah 84532-2534

Contractor:

The City of Moab has caused this Contract to be subscribed by its Mayor and attested by its City Recorder on its behalf; and the Contractor has signed this Contract as set forth below.

City of Moab, Utah

Date: _____ By: _____

Mayor Joette Langianese, Mayor

ATTEST:

City Recorder (Seal)

Contractor:

Date: _____ By: _____

Title _____

EXHIBIT A

PAYMENT AND LIEN WAIVER

This payment and lien waiver is made and executed this _____ day of _____, 20____ by _____ ("Subcontractor") in favor of the City of Moab, a Utah municipality ("City"), and _____ ("Contractor"). Subcontractor acknowledges receipt of the sum of \$ _____, check number _____, in partial satisfaction of sums owing for labor, materials, or construction services pursuant to a subcontract between Contractor and Subcontractor in connection with the _____, project owned by the City and located at _____ (address).

Upon receipt of the funds referenced herein, Subcontractor waives any and all rights against Contractor, the City, or applicable bond sureties to sue or seek compensation with respect to the sums paid, or for labor, materials, or construction services provided through the date of this release. This release extinguishes any claim or right of action pursuant to U.C.A. § 63-56-38 and § 14-1-19, as amended. This release does not apply to labor, materials, or construction services provided subsequent to the date referenced above.

By: _____

Subcontractor

Title:

NOTICE TO PROCEED

TO: _____

Project DESCRIPTION: **Moab Water Tank Painting Project**

In accordance with the Agreement dated _____, 20____, you are hereby notified to commence Work on or before _____, 20____, and you are to fully complete within **90 days**.

The date for completion of the Project is therefore_____,20____.

OWNER: **City of Moab**

By:_____

Title:_____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged on

this _____ day of_____, 20____.

By:_____

Title:_____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

A _____ (Corporation, Partnership, or Individual) hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of OWNER)

(Address of OWNER)

hereinafter called OWNER, in the penal sum of _____ Dollars,
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly
to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain Contract with the
OWNER, dated the ____ day of _____, 20____, copy of which is hereto attached and made apart hereof for
the construction for **Moab Water Tank Painting Project.**

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants,
terms, conditions and agreements of said Agreement during the original term thereof, and any extensions thereof
which may be granted by the OWNER with or without notice to the Surety and during the one year guaranty
period; and if the Principal shall satisfy all claims and demand incurred under such Contract; and shall fully
indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to
do so; and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making
good any default; then this obligation shall be void, otherwise to remain in full force and effect.

Provided, that the said Surety, for value received hereby stipulates and agrees that no change, extension or time,
alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the

Specifications accompanying the same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications.

Provided further, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto; upon amendment to the Agreement not increasing the Contract

Price more than 20 percent, so as to bind the Principal and the Surety to the full and faithful performance of the Agreement as amended. The term "Amendment"; wherever used in this Bond and whether referring to this Bond, the Agreement or the Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

Provided further, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

In witness whereof, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20__ .

CONTRACTOR AS PRINCIPAL

SURETY

_____ (Seal)

(Name of CONTRACTOR and Corporate Seal)

By: _____

(Signature, CONTRACTOR)

(Print Name)

(Title)

Attest: _____

(Signature)

_____ (Seal)

(Name of Surety and Corporate Seal)

By: _____

(Signature, Power of attorney)

(Print Name)

(Title)

Attest: _____

(Signature)

(Title)

(Title)

PLEASE NOTE:

1. *Date of Bond must not be prior to date of Agreement.*
2. *If CONTRACTOR is partnership, all partners should execute Bond.*
3. *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.*
4. *Use of this form as an instrument of Surety for this project is not mandatory. Use of other forms normally deemed acceptable in the State wherein the project is located may be allowed.*

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

A _____ (Corporation, Partnership, or Individual) hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of OWNER)

(Address of OWNER)

hereinafter called OWNER, in the penal sum of _____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made apart hereof for the construction for **Moab Water Tank Painting Project.**

Now, therefore, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the Surety and during the one year guaranty period; and if the PRINCIPAL shall satisfy all claims and demand incurred under such Contract; and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so; and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default; then this obligation shall be void, otherwise to remain in full force and effect.

Provided, that the said Surety, for value received hereby stipulates and agrees that no change, extension or time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond; and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications.

Provided further, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto; upon amendment to the Agreement not increasing the Contract price more than 20 percent, so as to bind the Principal and the Surety to the full and faithful performance of the Agreement as amended. The term "Amendment"; wherever used in this Bond and whether referring to this Bond, the Agreement or the Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

Provided further, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

In witness whereof, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPAL

SURETY

_____ (Seal)
(Name of CONTRACTOR and Corporate Seal)

By: _____
(Signature, CONTRACTOR)

(Print Name)

(Title)

Attest: _____
(Signature)

(Title)

_____ (Seal)
(Name of Surety and Corporate Seal)

By: _____
(Signature, Power of attorney)

(Print Name)

(Title)

Attest: _____
(Signature)

(Title)

PLEASE NOTE:

1. Date of Bond must not be prior to date of Agreement.
2. If CONTRACTOR is partnership, all partners should execute Bond.
3. 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.
4. Use of this form as an instrument of Surety for this project is not mandatory. Use of other forms normally deemed acceptable in the State wherein the project is located may be allowed.

CONTRACTOR'S APPLICATION FOR PAYMENT

		Payment No. _____
		Application Date: _____
To (Owner): _____	From (Contractor): _____	Via (Engineer): _____
Project: _____	Contract: _____	
Owner's Contract No.: _____	Contractor's Project No.: _____	Engineer's Project No.: _____

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....\$ _____
2. Net change by Change Orders.....\$ _____
3. Current Contract Price (Line 1±2).....\$ _____
4. TOTAL COMPLETED AND STORED TO DATE
(Column F Total On Progress Estimates)\$ _____
5. RETAINAGE:
- a. _____ Work Completed.....\$ _____
- b. _____ Stored Materials.....\$ _____
- c. Total Retainage (Line 5a+ Line 5b).....\$ _____
6. Amount Eligible to Date (Line 4 – Line 5c).....\$ _____
7. Less Previous Payments (Line 6 from prior Application) \$ _____
8. Amount Due at this Application.....\$ _____
9. Balance To Finish, Plus Retainage
(Column G total on Progress Estimates + Line5c).....\$ _____

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment.
- (2) Title to all work, materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest.

Contractor Signature

By: _____	Date: _____
-----------	-------------

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

Is Recommended by: _____
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

Is Approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

NOTICE OF SUBSTANTIAL COMPLETION

Date: _____

Project: Moab Water Tank Painting Project

OWNER: City of Moab

CONTRACTOR: _____

The Work to which this Contract applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and found to be substantially complete. The date of Substantial Completion of the Work or portion thereof designated below is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon OWNER's use or occupancy of the Work shall be as provided in the Agreement.

OWNER: City of Moab

By: _____

Title: _____

ACKNOWLEDGEMENT OF SUBSTANTIAL COMPLETION

Receipt of the above notice is hereby acknowledged on

this _____ day of _____, 20__.

By : _____

Title: _____

NOTICE OF FINAL ACCEPTANCE

Date: _____

Project: Moab Water Tank Painting Project

OWNER: City of Moab

CONTRACTOR: _____

All obligations and items required under this Agreement for Final Acceptance have been fulfilled based on the final inspection of the specified Work. All known Work has been documented and approved to best of the OWNER's knowledge. The Work under Contract has been performed and completed in accordance with all Contract Documents, Drawings, Specifications, etc. Final payment owed to CONTRACTOR for Work performed shall be requested and distributed following the request.

OWNER: City of Moab

By: _____

Title: _____

ACKNOWLEDGEMENT OF FINAL ACCEPTANCE

Receipt of the above notice is hereby acknowledged on

this _____ day of _____, 20__.

By : _____

Title: _____

WORK CHANGE DIRECTIVE

Date: _____

Project: Moab Water Tank Painting Project

OWNER: City of Moab

ENGINEER: _____

CONTRACTOR: _____

CONTRACTOR is hereby direct to proceed promptly with the following change(s):

Attachments (Supporting Data, Evaluation of Cost Data):

Purpose for Work Change Directive:

OWNER

By:.....
(Signature, OWNER)

(Print Name)

(Title, Date)

ENGINEER

By:.....
(Signature, ENGINEER)

(Print Name)

(Title, Date)

CONTRACTOR

By:.....
(Signature, CONTRACTOR)

(Print Name)

(Title, Date)

CHANGE ORDER

Date: _____
 Project: _____
 Owner: _____

Change Order No. _____
 ENGINEER: _____
 CONTRACTOR: _____

The Contract is modified as follows upon execution of this Change Order description:

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ _____	Original Contract Times: _____ Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. _ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____ —	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

OWNER

(Signature, OWNER)

(Print Name)

(Title, Date)

ENGINEER

(Signature, ENGINEER)

(Print Name)

(Title, Date)

CONTRACTOR

(Signature, CONTRACTOR)

(Print Name)

(Title, Date)

GENERAL CONDITIONS

All work shall conform to the 2024 edition of the American Water Works Association Coating Steel Water-Storage Tanks D102-24 and all applicable local authority requirements.

STANDARD SPECIFICATIONS & PLANS

Exterior Painting of One-Million-Gallon Water Storage Tank

City of Moab invites sealed bids from qualified contractors for the exterior surface preparation and painting a one-million-gallon steel water storage tanks located within the Moab water system.

Project Location

- **Mt. View Water Tank- 74' Dia X 32' Tall**

Project Scope

Work includes exterior surface preparation and protective coating of one (1) one-million gallon tank in accordance with **AWWA Standard D102-24, *Coating Steel Water-Storage Tanks***.

Surface Preparation Requirements:

- **Mt. View Water Tank:** AWWA D102-24, Section **4.6.3.1.3 – Full Removal**

Exterior Coating System:

All tanks shall be coated using one of the following AWWA D102-24 Outside Coating Systems (OCS):

OCS No. 4, OCS No. 5, or OCS No. 6.

The selected coating system shall be clearly identified in the bid submission.

Mt View Water Tank



Mt View Water Tank



SPECIAL PROVISIONS

00 73 00 S Supplementary Conditions

01 11 00 S Summary of Work

01 29 00 S Measurement & Payment Procedures

SECTION 00 73 00 S

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.1 EXISTING STRUCTURES

- A. No drawings of record were used to identify surface or subsurface structures in preparing the Construction Drawings or Contract Documents. CONTRACTOR is responsible to locate and verify all existing utilities.

1.2 BONDS

- A. Bonding requirements are discussed as part of these Contract Documents and include Performance, Payment, and Bid bonds.

1.3 INSURANCE

- A. Insurance liability requires are discussed in Article 6 of the Construction Contract as part of these Contract Documents

1.4 COORDINATING AGENT

- A. The Coordinating Agent for the OWNER of other work to be performed at this Project site shall be:
 - 1. Beachem Bosh – City Construction Manager
 - 2. Obe Tejada – Project Manager

1.5 PAYMENT RETAINER

- A. Retainage on payment applications is defined in Article 5 of the Construction Contract and is set at 5% of the total Contract Price.

END OF SECTION

SUMMARY OF WORK

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. Provide all labor equipment, materials, and services for the performance of the Work required by these Contract Documents and Plans (Details, Specifications, e.g.)
- B. This project consists of electric wiring, lighting, installation of radiant heating, fans and necessary utility connections.

1.2 STANDARD SPECIFICATIONS & PLANS

- A. All work shall conform to the All work shall conform to the 2024 edition of the American Water Works Association Coating Steel Water-Storage Tanks D102-24, and all applicable local authority requirements. It is the CONTRACTOR's responsibility to purchase and obtain copies of the Codes.
- B. The CONTRACTOR shall have a copy of these Standard Specifications & Plans, as well as the Contract Documents and Construction Drawings, at the job site at all times.
- C. The governing rankings in case of a discrepancy is:

Dimensions

Information

1. Plan

1. Special Provisions (S), Modifications (M)

2. Calculated

2. Plans

3. Scaled

- D. Each Bid Item in the Bid Schedule is identified with a specification reference by a number and name.
 - 1. The first six digits of a Bid Item are the section number of the technical specification that defines the work or a portion of the work for that Bid Item.
 - 2. The last character of a Bid Item at the end of the six digits signifies whether something is new or modified.
 - a. No character indicates a standard Bid Item and reference
 - b. The letter "S" at the end of the six digits indicates that the Bid Item is supported by a new Special Provision Specification directly related to the Project.
 - c. The letter "M" at the end of the six digits indicates the Bid Item is supported by a modified Standard Specification directly related to the Project

1.3 INTENT OF DOCUMENTS

- A. Construction Documents do not purport to describe each and every condition which may be encountered during construction.
- B. Documents are intended to describe, in general, the extent, type and quality of construction.

- C. Incorporate into the Work, products indicated or specified in accordance with requirements and/or recommendations of the respective manufacturers. Any additional materials and work required to meet such requirements or recommendations shall be deemed to be part of this Contract .

1.4 WORKING BY OTHERS

- A. The CONTRACTOR has the responsibility for coordinating activities among the sub- contractors. The OWNER intends on having only one prime contractor.
- B. Coordinate construction efforts as may be reasonable possible. Entities involved during construction may include, but are not limited to: Rocky Mountain Power, Dominion Energy, Emery Telcom, Frontier Communication, City of Moab, etc.

1.5 CONTRACTOR USE OF PREMISES

A. Night and Weekend Work

- 1. Night work between 7:00 pm and 7:00 am will not be permitted without prior written permission from the City.
- 2. The Contract shall provide a minimum of 7 calendar day notice prior to performing weekend work. Weekend work will only be permitted upon approval from the City's representative after proper notice has been submitted by CONTRACTOR.
- 3. The project may have inspections by the OWNER. The CONTRACTOR shall coordinate with the OWNER for any substantial changes in the work week or overtime work prior to initiating the work so that representation is on-site during the construction activities.

B. General Limitations

- 1. Do not disturb or damage any existing features located outside the project limits. Limit disturbance within project limits and protect existing native landscaping and street trees.
- 2. Maintain and coordinate all mail delivery and waste management services along the project corridor with adjacent property owners throughout the duration of construction.
- 3. Contractor shall prevent tracking of mud and debris onto public roads and shall be responsible for cleaning any such tracking daily. Additionally, the contractor shall provide a designated concrete truck washout area that meets current industry and environmental standards."

1.6 NON-PAYMENT ITEMS

- A. The CONTRACTOR shall not be paid for the following items. The costs associated with these items should be included in the unit prices for other items on the Bid Schedule.
 - 1. All materials, labor and equipment required to excavate, uncover, remove, replace, or reconstruct any facility or improvement that was not properly inspected and tested at the time of installation as required by these specifications.
 - 2. All construction watering, dust control and temporary control costs.

3. All items required to be finished on the substantial completion inspection or final inspection "Punch List"
4. All removal and replacement of concrete, road base or bituminous materials required due to faulty materials or workmanship.
5. All over excavation required due to errors or other judgmental decisions and assumptions on the part of the CONTRACTOR.
6. Repairs to any existing utilities including power lines, water laterals, irrigation lines, irrigation ditches, and culverts.
7. Damage to public or other physical facilities resulting from the CONTRACTOR's negligence or construction operations, etc.
8. Restoration of existing surface improvements.
9. Saw cutting any existing asphalt required to complete the project.
10. Coordination and scheduling delivery of the construction materials with material suppliers and inspection of the materials upon delivery.
11. All costs associated with the removal and replacement of materials that are unable to meet testing or warranty requirements. This includes, but is not limited to, installation, excavation, disposal, replacement, shipping and installation costs.
12. The CONTRACTOR shall investigate the location and depth of existing utilities. Potholing will not be paid for as a separate item unless requested by OWNER but is considered incidental to the installation of the sidewalk. Any costs for potholing shall be included in the unit price bid for the specific item.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

MEASUREMENT & PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Measurement and payment procedures, forms, submission requirements, and price adjustments.

1.2 STANDARD SPECIFICATIONS & PLANS

- A. Submit at least two copies of each Application for Payment. Each application must be signed by CONTRACTOR
- B. Submit an updated progress schedule with each Application for Payment.
- C. When OWNER requires substantiating information, submit data.

1.3 UNIT PRICE PAY REQUEST FORMS

- A. **Application Form:** OWNER prepared or one acceptable to the OWNER.
- B. **Schedule of Prices:** OWNER prepared or one acceptable to the OWNER.

1.4 LUMP SUM PAY REQUEST FORMS

- A. **Application Form:** Use AIA Form G702 – Application and Certificate for Payment; or AIA G722 – Project Application and Project Certificate for Payment; or EJCDC Form 1910-8-E – Application for Payment; or CONTRACTOR's standard form; or electronic media printout following one of the above standard forms.
- B. **Schedule of Values Form:** Use AIA Form G703 – Application and Certificate for Payment Continuation Sheet and AIA G723 – Project Application Summary, or EJCDC Form 1918-8-E, or CONTRACTOR's standard form, or electronic media printout following one of the above standard forms. Follow the outline presented in the Bid form. For each item, provide a column (or row) for listing each of the following:
 - 1. Item number.
 - 2. Description of work.
 - 3. Scheduled values.
 - 4. Previous applications.
 - 5. Work in plan and stored materials under this application.
 - 6. Authorized Change Orders.
 - 7. Total completed and stored to date of application.
 - 8. Percentage of completion.
 - 9. Balance to finish.
 - 10. Retainage.
 - 11. Overhead and profit.
- C. **Submission Schedule:** Comply with time requirement of the General Conditions when submitting the Schedule of Values (Within 10 days after the Effective Date of the Construction Contract).

- D. **Revisions:** Revise schedule of values to list approved Change Orders, with each Application for Payment.

1.5 MEASUREMENT

A. General

1. Measurement methods specified in the individual Sections of the Standard Specifications are intended to compliment the criteria of this Section.
2. ENGINEER will take all measurements and compute all quantities.
3. CONTRACTOR will:
 - a. Furnish labor to assist ENGINEER in obtaining and handling test Samples at site or sources.
 - b. Provide all equipment, workers, and survey crews to assist ENGINEER in making measurements.
 - c. Verify ENGINEER's measurements and computations.

- B. **Unit of Measurement:** Refer to the Bid Form. It identifies the unit of measurement to be used for unit price items.

- C. **Weight Basis:** Measured by scale or by handbook weights for the type and quantity of material actually furnished and used.

1. For material to be measured and paid for by weight, furnish accurate scales. Use platform scales of sufficient size and capacity to permit the entire vehicle or entire combination of vehicles to rest on the scale platform while being weighed. Combination vehicles may be weighed as separate units provided; they are disconnected while being individually weighed. Pay for all costs incurred as a result of regulating, adjusting, testing, inspecting, and certifying scales.
2. ENGINEER may be present to witness weighing; however, in any case, furnish weigh slips and daily summary weigh sheets. Furnish duplicate weigh slip or a load slip to each vehicle weighed and deliver the slip to ENGINEER at the point of delivery of the material.
3. If the material is shipped by rail, certified car weights will be accepted. Only actual weight of material will be paid for and not minimum car used for assessing freight tariff. Car weights will not be used for material to be passed through mixing plants.
4. Trucks used to haul material shall be weighed empty daily and at such additional times as directed. Each truck shall bear a plainly legible identification mark. ENGINEER may require the weight of the material verified by weighing empty and loaded trucks on other scales

- D. **Area Basis:** Measured by square dimension using mean length and width or radius.

- E. **Linear Basis:** Measured by linear dimension at the item centerline or mean chord.

- F. **Volume Basis:** Measured by cubic dimension using mean length, width and height or thickness

1. Volumes will be determined and based upon material compacted in-place (not loose measure as per delivery ticket).
2. When it is impractical to determine the volume by rectilinear measurements in-place or by the specified method of measurement, or when requested by the CONTRACTOR in writing and

accepted in writing, the material will be weighed in accordance with the requirements specified for weight measurement. Such weights will be converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined and shall be agreed to by CONTRACTOR before such method of measurement of pay quantities will be accepted.

G. **Each Basis:** Measured by the unit

H. **Lump Sum Basis**

I. **Hour Basis**

J. **Plan Quantity Basis:** An ENGINEER generated calculated quantity provided in the Bid Schedule for which payment will be made based on dimensions and widths shown in the Drawings - similar to a lump sum basis

1. An adjustment to the final quantity for payment may be made if an error is discovered in the calculated quantity by either the ENGINEER or the CONTRACTOR. Provide all computations, plots, and supporting documentation necessary for the ENGINEER to verify the error and determine the final quantity for payment. The ENGINEER may adjust the final quantity for payment by the amount of increase or decrease to the calculated quantity in the Bid Schedule based on provided supporting documentation when the final quantity differs from the calculated quantity by more or less than 10%.

K. **Contingency Basis:** Are estimated quantities that may be reduced, deleted, or increased based upon field conditions and are for bidding purposes only. These contingency items are used to quantify unknowns in the field and will be used only upon approval from the ENGINEER.

1.6 PAYMENT

- A. Payment covers all labor, products, tools, equipment, paint, transportation, services, and incidentals; erection, application, or installation of an item of the Work; overhead and profit.
- B. Quantities supplied or placed in the Work and measurements agreed to by CONTRACTOR determine payment.
- C. The final payment sum may be as great as twice the value of Punch List work or at least equal to the value of the work declared defective by the ENGINEER.
- D. See Table 1 for the Measurement & Payment to more clearly identify those tasks which are specifically included in each of the Bid Schedule items and thereby minimize the confusion that sometimes arises with regard to how an item is to be measured and payment for specific tasks comprising the Work. Inclusion or exclusion of any item or task from this Section shall in no way be construed to mean that additional payment shall be required of the OWNER. All materials, equipment, expenses, operations, and labor necessary to complete the Work intended by the Drawings and required by the Contract Documents and Project Specifications not specifically listed as a bid item in the Bid Schedule or described in the following subsections shall be considered incidental to the Work, shall be included in the unit costs for the various Bid Schedule items, and shall not cause the CONTRACTOR to be eligible for additional payment by the OWNER.