

DUCHESNE COUNTY

2026 ROADWAY MAINTENANCE - CRACK SEAL

PROJECT MANUAL



PUBLISH DATE
FOR BIDDING ONLY

Project #: (2509-060)

Prepared by:



**Jones & DeMille
Engineering**

www.jonesanddemille.com
1.800.748.5275

DOCUMENT 00 01 10
TABLE OF CONTENTS

NUMBER	TITLE
PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP	
Division 00 - Procurement and Contracting Requirements	
Introductory Information	
00 01 10	Table of Contents
Procurement Requirements	
00 11 13	Advertisement for Bids
00 21 13	Instructions to Bidders for Construction Contract
00 41 11	Bid Form for Construction Contract
00 43 13.11	Bid Bond (Penal Sum Form)
00 45 14	Qualifications Statement
Contracting Requirements	
00 51 00	Notice of Award
00 52 15	Contract for Construction of a Small Project
00 55 00	Notice to Proceed
00 61 13.13	Performance Bond Form
00 61 13.16	Payment Bond Form
00 63 36	Field Order Form
00 63 49	Work Change Directive Form
00 63 63	Change Order Form
00 65 16	Certificate of Substantial Completion Form
00 65 19.21	Notice of Acceptability of Work
SPECIFICATIONS GROUP	
<u>GENERAL REQUIREMENTS SUBGROUP (Division 01)</u>	
Division 01 - General Requirements	
01 10 00	Summary
01 20 00	Price and Payment Procedures
01 30 00	Administrative Requirements
01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 50 00	Temporary Facilities and Controls
01 55 26	Traffic Control
01 70 00	Execution and Closeout Requirements
01 71 13	Mobilization
<u>FACILITY CONSTRUCTION SUBGROUP (Division 02 to 19)</u>	
Division 02 to 09 – Not Used	
Division 10 - Specialties	
10 14 54	Retroreflective Sheeting
Division 11 to 29 – Not Used	



SITE AND INFRASTRUCTURE SUBGROUP (Division 30 to 39)

Division 30 to 21 – Not Used

Division 32 – Exterior Improvements

32 01 17.61 Sealing Cracks in Asphalt Paving

Division 33 to 39 – Not Used

DOCUMENT 00 11 13
ADVERTISEMENT FOR BIDS

Duchesne County, PO Box 270/60 West 400 South, Duchesne Utah, 84021

General Notice:

Duchesne County (Owner) is requesting Bids for the construction of the following Project: 2026 Roadway Maintenance – Crack Seal.

Bids for the construction of the Project will be received at the offices of Duchesne County located at 60 West 400 South, RM 4, Duchesne Utah, 84021, until Friday, April 3rd at 1:00 p.m. local time. Bids will be publicly opened and read during the regularly scheduled Commission Meeting on April 6th, 2026.

The Project includes the following Work: Project includes approximately 40 tons of crack seal in 2026. Further quantities of crack seal may also be awarded.

Owner anticipates that the Project's total bid price will be approximately \$130,000.00. The Project is expected to be completed by May 31, 2026.

Obtaining Bidding Documents:

Information and Bidding Documents for the Project can be found at
<https://contractors.jonesanddemille.com/>.

The designated website will be updated with addenda, plan holders list, reports, and other information relevant to submitting a Bid for the Project. Official notifications, addenda, and other Bidding Documents will be offered through the designated website.

The Issuing Office for the Bidding Documents is: Jones & DeMille Engineering, Inc., 520 West Highway 40, Roosevelt, Utah 84066.

Prospective Bidders may examine the Bidding Documents at the Issuing Office Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m., except holidays or may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the designated websites and the Issuing Office.

Questions are due in writing to Karissa Musich, Project Admin, at karissa.m@jonesanddemille.com on or before March 27, 2026 at 4:00 p.m.

Printed copies of the Bidding Documents may be obtained from the Issuing Office upon payment of \$40.00 for each set, no part of which will be refunded. Make checks payable to Jones & DeMille

Pre-bid Conference:

A pre-bid conference will not be held.

Instructions to Bidders:

For further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. The Owner may reject any or all bids submitted.

Issued by:

Owner: Duchesne County
By: Greg Miles
Title: Commission Chair
Date: March 18th, 2026

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the Contract Documents. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

A. Written evidence establishing its qualifications such as financial data, previous experience, present commitments, and other information as indicated in Document 00 45 14 – Qualification Statement.

B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

C. Bidder's state or other contractor license number.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions:

1. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.
 2. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- 4.03 *Site Visit and Testing by Bidders*
- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
 - B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
 - C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
 - D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
 - E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A pre-bid conference will not be held.

ARTICLE 6 – INTERPRETATIONS AND ADDENDA

- 6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 7 – BID SECURITY

- 7.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the

form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety licensed and authorized to issue bonds in the jurisdiction in which the Project is located.

- 7.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 14 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 7.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until thirty days after the Bid opening, whereupon Bid security furnished by such Bidders will be released or destroyed.
- 7.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released or destroyed within seven days after the Bid opening.

ARTICLE 8 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 8.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall include sufficient information to allow Engineer to determine if proposed material or equipment is acceptable. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- 8.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

ARTICLE 9 – BASIS OF BID

- 9.01 Lump Sum - Deleted
- 9.02 Base Bid with Alternates - Deleted
- 9.03 Unit Price
 - A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Contract Form.
 - B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Contract Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined based on actual quantities used for the Work.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 10 – SUBMITTAL OF BID

- 10.01 An unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of the Bid Form.
- 10.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the other required documents.
 - A. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed to PO Box 270/60 West 400 South, Duchesne Utah, 84021.
- 10.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 11 – MODIFICATION AND WITHDRAWAL OF BID

- 11.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 11.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in the Paragraph above and submit a new Bid prior to the date and time for the opening of Bids.
- 11.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 12 – OPENING OF BIDS

- 12.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 13 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 13.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 14 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 14.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 14.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 14.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Contract Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
 - C. Local Preference: If a low bid is submitted by a nonlocal vendor, the bid may be awarded to a responsive and responsible local vendor if the local vendor's bid is within 10% of the low nonlocal vendor's bid as indicated in the Duchesne County Procurement Code.
- 14.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- A. In order to be considered qualified for the Project, the Bidder shall meet the requirements indicated in Document 00 45 14 – Qualification Statement. Submit attachments to Document 00 45 14 – Qualification Statement with Bid to document qualifications.
- 14.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 15 – SIGNING OF CONTRACT

- 15.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted Contract Documents. Within 14 days thereafter, Successful Bidder shall execute and deliver the required bonds, insurance and other required documentation to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Contract to Successful Bidder, together with four printed and one portable document format (PDF) electronic copies of the Contract Documents.
- 15.02 The effective date of the Contract will be the date indicated on the Contract.
- 15.03 It is intended that the Contract Time will commence to run as soon as possible after the Contract Documents have been executed. The Contractor, Owner and Engineer will determine a mutually agreed upon date for the Contract Times to commence to run and that date will be indicated on the Notice to Proceed issued by the Owner.
- 15.04 The effective date of the Contract will be the date indicated on the Contract.

- 15.05 It is intended that the Contract Time will commence to run as soon as possible after the Contract Documents have been executed. The Contractor, Owner and Engineer will determine a mutually agreed upon date for the Contract Times to commence to run and that date will be indicated on the Notice to Proceed issued by the Owner.

END OF DOCUMENT

DOCUMENT 00 41 15

BID FORM

2026 Roadway Maintenance – Crack Seal
2509-060

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: Duchesne County, Attn: Melissa Hughes, 60 West 400 South, Duchesne, UT 84021
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Bidding Documents.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder 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 Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

BID SCHEDULE					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	Mobilization	L.S.	1		
1-2	Traffic Control	L.S.	1		
1-3	Crack Seal	Ton	40		
Total Bid Price					

Bidder acknowledges that (1) 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, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security.
 - B. List of Proposed Subcontractors.
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
 - D. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids.
 - E. Required Bidder qualification information as indicated in Article 3 of the Instructions to Bidders.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the Contract.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

DOCUMENT 00 43 13.11
BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Duchesne County Address <i>(principal place of business)</i> : PO Box 270 734 North Center Street Duchesne, UT. 84021	Bid Project <i>(name and location)</i> : 2026 Roadway Maintenance – Crack Seal Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

DOCUMENT 00 45 14
QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		☐ Yes ☐ No ☐ Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

- 1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	☐ Yes ☐ No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

- 2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS - DELETED

ARTICLE 4—SAFETY - DELETED

ARTICLE 5—FINANCIAL - DELETED

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	☐ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No			
Mailing Address (principal place of business):			

Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		☐ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☐ Yes ☐ No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

- 8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

- 8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:		As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No				

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

DOCUMENT 00 45 14A
QUALIFICATIONS STATEMENT

Schedule A—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

DOCUMENT 00 45 14B
QUALIFICATIONS STATEMENT

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

DOCUMENT 00 45 14B
QUALIFICATIONS STATEMENT

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

DOCUMENT 00 45 14C
QUALIFICATIONS STATEMENT

Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

DOCUMENT 00 51 00
NOTICE OF AWARD

Date of Issuance:

Owner: Duchesne County

Owner's Contract No.:

Engineer: Jones & DeMille Engineering

Engineer's Project No.: 2509-060

Project: 2026 Roadway Maintenance – Crack Seal

Contract Name:

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the following:

[Describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ *[Note if subject to unit prices, or cost-plus.]*

Contract Documents will be made available to Bidder.

You must comply with the following conditions precedent within 14 days of the date of receipt of this Notice of Award:

1. Deliver performance and payment bonds.
2. Deliver insurance documentation.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract, together with any additional copies of the Contract Documents.

Owner: Duchesne County

Authorized Signature

By: _____

Title: _____

DOCUMENT 00 52 15
CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

Prepared by



Issued and Published Jointly by



CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Duchesne County (Owner) and

(Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. 2026 Duchesne County Roadway Maintenance – Crack Seal, which includes approximately 40 tons of crack seal.
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located in Duchesne County.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract.
2. Performance bond.
3. Payment bond.
4. Specifications listed in the Table of Contents.
5. Drawings as listed on the Drawing Sheet Index.
6. Addenda.
7. Exhibits to this Contract (enumerated as follows):
 - a. Exhibit 1 – Contractor’s Bid.
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is Jones & DeMille Engineering, Inc.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed on or before May 24, 2026, and completed and ready for final payment on or before May 31, 2025.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$930 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$560 for each day that expires after such time until the Work is completed and ready for final payment.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the unit prices for each unit of Work completed at the unit prices stated in the Contractor's Bid, attached here to as an exhibit. Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State:		Statutory
Employer's Liability:		
Bodily Injury, each Accident	\$	500,000
Bodily Injury By Disease, each Employee	\$	500,000
Bodily Injury/Disease Aggregate	\$	500,000

b. Commercial General Liability:

General Aggregate	\$	2,000,000
Products - Completed Operations Aggregate	\$	1,000,000
Personal and Advertising Injury	\$	1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$	1,000,000

c. Automobile Liability herein:

Bodily Injury:		
Each Person	\$	1,000,000
Each Accident	\$	1,000,000
Property Damage:		
Each Accident	\$	1,000,000

d. Excess or Umbrella Liability:

Per Occurrence	\$	1,000,000
General Aggregate	\$	1,000,000

e. Contractor's Pollution Liability:

Each Occurrence	\$	1,000,000
General Aggregate	\$	1,000,000

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.
- B. The Contractor shall not award work valued more than 50 percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.
- D. When employing workers in construction of public works by the state or any county or municipality or by persons contracting with the state or any county or municipality, preferences shall be given citizens of the United States, or those having declared their intention of becoming citizens. This provision is in accordance with Utah Code Section 34-30-1.
- E. In accordance with the State of Utah law, the Contractor shall register and participate in the State of Utah Status Verification System to verify the work eligibility status of the Contractor's new employees that are employed in the State of Utah.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.03 Changes to Unit Price Work

- A. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 1. If the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Bid Form; and
 2. If there is no corresponding adjustment with respect to any other item of Work; and
 3. If Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 1. Review the subsurface or physical condition in question;
 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 3. Determine whether the condition falls within the differing site condition as stated herein;
 4. Obtain any pertinent cost or schedule information from Contractor;

5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.

- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain 5 percent of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and

5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven 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 items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. 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, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

- c. Contractor's safety precautions and programs.
- 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
- 6. 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.
- 7. 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.
- 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)

DOCUMENT 00 55 00
NOTICE TO PROCEED

Owner: Duchesne County Owner's Project No.: _____
Engineer: Jones & DeMille Engineering, Inc. Engineer's Project No.: (2509-060)
Contractor: _____ Contractor's Project No.: _____
Project: 2026 Roadway Maintenance – Crack Seal
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date]**.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

Before starting any Work at the Site, Contractor must comply with the following:

none.

Owner: Duchesne County
By *(signature)*: _____
Name *(printed)*: _____
Title: _____
Date Issued: _____
Copy: Engineer

DOCUMENT 00 61 13.13
PERFORMANCE BOND FORM

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Duchesne County Mailing address <i>(principal place of business)</i> : PO Box 270 734 North Center Street Duchesne, UT. 84021	Contract Description <i>(name and location)</i> : 2026 Roadway Maintenance – Crack Seal Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None

DOCUMENT 00 61 13.16
PAYMENT BOND FORM

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Duchesne County Mailing address <i>(principal place of business)</i> : PO Box 270 734 North Center Street Duchesne, UT. 84021	Contract Description <i>(name and location)</i> : 2026 Roadway Maintenance – Crack Seal Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: None

Field Order No. _____

Field Order

DOCUMENT 00 63 49
WORK CHANGE DIRECTIVE NO.: [Number]

Owner:	Duchesne County	Owner's Project No.:	
Engineer:	Jones & DeMille Engineering, Inc.	Engineer's Project No.:	(2509-060)
Contractor:		Contractor's Project No.:	
Project:	2026 Roadway Maintenance – Crack Seal		
Contract Name:			
Date Issued:		Effective Date of Work Change Directive:	

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price:	\$ _____	[increase] [decrease] [not yet estimated].
Contract Time:	_____ days	[increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer	Authorized by Owner
By: _____	_____
Title: _____	_____
Date: _____	_____

DOCUMENT 00 63 63
CHANGE ORDER NO.: [Number]

Owner: Duchesne County Owner's Project No.:
Engineer: Jones & DeMille Engineering, Inc. Engineer's Project No.: (2509-060)
Contractor: Contractor's Project No.:
Project: 2026 Roadway Maintenance – Crack Seal
Contract Name:
Date Issued: Effective Date of Change Order:

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

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Recommended by Engineer (if required)	Authorized by Owner
By: _____	_____
Title: _____	_____
Date: _____	_____
Accepted by Contractor	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

DOCUMENT 00 65 16
CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Duchesne County	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: Jones & DeMille Engineering	Engineer's Project No.: 2509-060
Project: 2026 Roadway Maintenance – Crack Seal	Contract Name:

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate 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 above 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 Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor.]*

Amendments to Owner's responsibilities: ☐ None
☐ As follows

Amendments to Contractor's responsibilities: ☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
(Authorized signature)		Owner (Authorized Signature)		Contractor (Authorized Signature)	
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

DOCUMENT 00 65 19.21
NOTICE OF ACCEPTABILITY OF WORK

Owner:	Duchesne County	Owner's Project No.:	
Engineer:	Jones & DeMille Engineering, Inc.	Engineer's Project No.:	2509-060
Contractor:		Contractor's Project No.:	
Project:	2026 Roadway Maintenance – Crack Seal		
Contract Name:			
Notice Date:	Effective Date of the Construction Contract:		

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (*signature*): _____

Name (*printed*): _____

Title: _____

SECTION 01 10 00 SUMMARY

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Contract description.
 - 2. Work by Owner or others.
 - 3. Work sequence.
- B. Related Requirements:
 - 1. Section 01 33 00 – Submittal Procedures.

1.2 CONTRACT DESCRIPTION

- A. Work of Project includes roadway maintenance.
- B. Perform Work of Contract under stipulated price Contract with Owner according to Conditions of Contract.

1.3 WORK BY OWNER OR OTHERS

- A. Owner will award separate contract for supply and installation of Road Striping, Surfacing, and Paving beginning on April 2026 with an anticipated completion date of October 2026.
- B. If Owner-awarded contracts interfere with each other due to work being performed at same time or at same Site, Owner will determine sequence of work under all contracts according to "Work Sequence" and "Contractor's Use of Site" Articles in this Section.

1.4 WORK SEQUENCE

- A. Construct Work in stages during construction period. Coordinate construction schedule and operations with Engineer:
 - 1. Stage 1: Crack Sealing
 - a. Crack sealing is a planned predecessor to chip seal, and road striping, and may be completed concurrently with paving and asphalt soft spot repair. Coordinate crack sealing schedule to ensure no conflicts occur.
 - 2. Stage 2: Asphalt soft spot repair (awarded separately).
 - a. Asphalt soft spot repair may be completed concurrently with crack seal and is planned predecessor to chip seal, paving, and road striping.
 - 3. Stage 3: Paving (awarded separately)

- a. Paving may be completed concurrently with Crack Seal, and is a planned successor to asphalt soft spot repair, and a planned predecessor to chip seal and road striping.
- 4. Stage 4: Chip seal (awarded separately).
 - a. Chip seal is a planned successor to crack seal, asphalt soft spot repair, and paving, and a planned predecessor to road striping.
- 5. Stage 5: Road Striping (awarded separately).
 - a. Road Striping is a planned successor to crack sealing, asphalt soft spot repair, paving, and chip seal.
- B. Sequencing of Construction Plan: Before start of construction, submit construction plan regarding schedule and location of Work for acceptance by Owner. Follow submittal requirements in Section 01 33 00.

1.5 SPECIFICATION CONVENTIONS

- A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where colon (:) is used within sentences or phrases.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Application for Payment.
 - 2. Change procedures.
 - 3. Defect assessment.
 - 4. Unit prices.

1.2 APPLICATION FOR PAYMENT

- A. Submit one copy of each Application for Payment on Contractor's standard form.
- B. Submit updated Progress Schedule with each Application for Payment.
- C. Payment Period: Submit at monthly intervals as agreed upon at Preconstruction Meeting.
- D. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question.

1.3 CHANGE PROCEDURES

- A. Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for handling queries and clarifications.
- D. Use Contractor's standard form for requesting interpretations.
- E. Engineer may respond with direct answer on Request for Interpretation form, Field Order, or Work Change Directive.
- F. Substitutions are to be requested and reviewed by Engineer prior to submittal of bids as indicated in Instructions to Bidders.
- G. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in General Conditions.

- H. Correlation of Contractor Submittals:
 - 1. Promptly revise Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Price.
 - 2. Promptly revise Progress Schedule to reflect change in Contract Time, revise sub-schedules to adjust times for other items of Work affected by change, and resubmit.
 - 3. Promptly enter changes in Record Documents.

1.4 DEFECT ASSESSMENT

- A. Replace Work, or portions of Work, not conforming to specified requirements.
- B. If, in opinion of Engineer, it is not practical to remove and replace Work, Engineer will direct appropriate remedy or adjust payment.
 - 1. Defective Work may remain, but unit sum/price will be reduced up to 50 percent at discretion of Engineer.
 - 2. Defective Work will be partially repaired according to instructions of Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Engineer.
 - 3. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- C. Authority of Engineer to assess defects and identify payment adjustments is final.
- D. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
 - 1. Products wasted or disposed of in manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of the required Work.
 - 5. Products remaining on hand after completion of Work.
 - 6. Loading, hauling, and disposing of rejected products.

1.5 UNIT PRICES

- A. Authority: Measurement methods are delineated in individual specification sections.
- B. Measurement methods delineated in individual specification sections complement criteria of this Section. In event of conflict, requirements of individual specification sections govern.
- C. Engineer will take measurements and compute quantities accordingly. Provide assistance in taking measurements.

- D. Unit Quantities:
1. Quantities and measurements indicated on Bid Form are for Contract purposes only.
 2. Actual quantities provided shall determine payment, except for unit price items noted as (Plan Quantity) on Bid Form.
 3. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
- E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by Work.
- G. Measurement Devices:
1. Weigh Scales: Inspected, tested, and certified by applicable State weights and measures department within past year.
 2. Platform Scales: Of sufficient size and capacity to accommodate conveying vehicle.
 3. Metering Devices: Inspected, tested, and certified by applicable State department within past year.
- H. Measurement of Quantities:
1. Measurement by Weight: By scale weight and provide weigh tickets. Where weight measurements are indicated, concrete reinforcing steel, rolled or formed steel, or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight. Unless indicated otherwise, measure weights in English tons (2,000 pounds).
 2. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
 3. Measurement by Area: Measured by square dimension using mean length and width or radius.
 4. Linear Measurement: Measured by linear dimension at item centerline or mean chord.
 5. Measurement by Unit: Measured by number of each unit of Work.
 6. Lump Sum: No measurement will be made.
- I. Measurement by Neat Line:
1. When indicated in individual Specification Section, unit price item will be measured by neat line.
 2. Neat line measurement will be calculated by area or volume of unit price item as indicated by dimensions shown on typical section or detail included on Drawings.

- J. When (Plan Quantity) is indicated on unit price item:
1. Accept estimated quantity on Bid Form as final quantity for which payment will be made, unless Engineer revises plan quantity through Change Order.
 2. Request adjustment to plan quantity on Bid Form if error is discovered in estimated quantity. Provide supporting documentation to verify error. Engineer will recalculate final quantity for payment.
- K. Unit Price Schedule:

UNIT PRICE SCHEDULE		
Item No.	Item Description	Specification Section
1-1	Mobilization	01 71 13
1-2	Traffic Control	01 55 26
1-3	Crack Seal	32 01 17.61

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Coordination and project conditions.
 - 2. Preconstruction meeting.
 - 3. Progress meetings.
- B. Related Requirements:
 - 1. Section 01 70 00 - Execution and Closeout Requirements.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordination Drawings: Prepare, as required, to coordinate all portions of Work. Show relationship and integration of different construction elements that require coordination during fabrication or installation to fit in space provided or to function as intended. Indicate locations where space is limited for installation and access, and where sequencing and coordination of installations are important.
- C. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Proceed with Work in timely manner to minimize delays and inconveniences.
- F. Coordinate types of equipment used with site conditions encountered.
- G. Provide written notification to residents and businesses at least 24 hours before blocking driveways. Do not block driveways for more than 8 consecutive hours. If driveway is for business access and no other access can be provided, then block driveway in half sections to maintain access to business at all times.

1.3 PRECONSTRUCTION MEETING

- A. Engineer will schedule and preside over meeting after bonds have been received and agreement has been signed by Contractor.
- B. Attendance Required: Engineer, Owner, Resident Project Representative, appropriate governmental agency representatives, appropriate major Subcontractors, job superintendent and other appropriate Contractor representatives.
- C. Minimum Agenda:
 - 1. General discussion of contract.
 - 2. Submission of list of Subcontractors, list of material suppliers, list of major construction equipment, schedule of values, and Progress Schedule.
 - 3. Designation of personnel representing parties in Contract, and Engineer.
 - 4. Communication procedures.
 - 5. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
 - 6. Scheduling.
 - 7. Other items specific to Work.
- D. Engineer will prepare record of meeting and distribute copies to participants within two days after meeting.

1.4 PROGRESS MEETINGS

- A. Engineer will schedule and administer meetings throughout progress of Work at maximum weekly intervals.
- B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Engineer, and Owner, as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems impeding planned progress.
 - 5. Review of submittal schedule and status of submittals.
 - 6. Review of off-Site fabrication and delivery schedules.
 - 7. Maintenance of Progress Schedule.

8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on Progress Schedule and coordination.
13. Other business relating to Work.

- E. Engineer will prepare record of meeting and distribute copies to participants within two days after meeting.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Definitions.
 - 2. Submittal schedule.
 - 3. Submittal procedures.
 - 4. Construction Progress Schedule.
 - 5. Product data.
 - 6. Samples.
 - 7. Closeout submittals.
 - 8. Test reports.
 - 9. Certificates.
 - 10. Manufacturer's instructions.
 - 11. Contractor review.
 - 12. Engineer review.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's, Owner's, or construction team's responsive action.
- B. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL SCHEDULE

- A. Engineer will create summary of submittals to indicate Submittals required for Project and provide electronic copy to Contractor in Microsoft Excel format. Use summary of submittals provided by Engineer to create Schedule of Submittals.
- B. Include following on Schedule of Submittals:
 - 1. Submit by Date: Date submittal will be delivered to Engineer.
 - 2. Review by Date: Date submittal will be reviewed by Engineer and returned to Contractor. Unless agreed otherwise in writing by Contractor and Engineer, will be 10 business days after date Submittal is delivered to Engineer.
- C. Submit Schedule of Submittals via Email within 10 business days of Notice of Award.

- D. If during progress of Work additional Submittals are identified, update Schedule of Submittals to include additional Submittals.
- E. Submittal dates are intended for scheduling purposes and may be adjusted as needed during progress of Work and as agreed upon by Contractor and Engineer.

1.4 SUBMITTAL PROCEDURES

- A. Unless indicated otherwise, provide submittals in electronic portable document format (PDF). Deliver to Engineer by email.
- B. For non-PDF Submittals, transmit each Submittal with transmittal or cover letter and deliver to Engineer at business address.
- C. Mark Submittals with submittal number indicated on Schedule of Submittals. Mark revised Submittals with original number and sequential alphabetic suffix.
- D. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and specification section number appropriate to Submittal.
- E. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of Work and Contract Documents.
- F. Schedule Submittals to expedite Project, and coordinate submission of related items.
- G. For each Submittal for review, allow 10 business days, excluding delivery time to and from Contractor where applicable.
- H. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- I. Allow space on Submittals for Contractor and Engineer review stamps.
- J. When revised for resubmission, identify changes made since previous submission.
- K. Distribute copies of reviewed Submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- L. Submittals not requested will not be recognized nor processed.

- M. Incomplete Submittals: Engineer will not review. Provide complete Submittals for each required item. Delays resulting from incomplete Submittals are not responsibility of Engineer.

1.5 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit construction Progress Schedule before or at Preconstruction Meeting.
- B. Revise and resubmit at least monthly with each Application for Payment.
- C. Show complete sequence of construction by activity, identifying Work of separate stages/phases and other logically grouped activities.

1.6 PRODUCT DATA

- A. Product Data:
 - 1. Action submittal.
 - 2. Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
 - 3. Submit as PDF electronic files.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. After review, distribute copies according to submittal procedures.

1.7 SAMPLES

- A. Samples:
 - 1. Action submittal.
 - 2. Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
 - 1. Submit to Engineer for aesthetic, color, and finish selection.
 - 2. Submit Samples of finishes, textures, and patterns for Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.

- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual specification sections. If number of Samples is not specified, submit at least two Samples. Engineer will retain one Sample.
- F. Reviewed Samples that may be used in Work are indicated in individual specification sections.
- G. After review, produce copies and distribute according to submittal procedures.

1.8 CLOSEOUT SUBMITTALS

- A. Closeout Submittals: Comply with General Conditions and Section 01 70 00.
- B. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- C. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.
- D. Unless indicated otherwise, submit as PDF electronic files.

1.9 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.
- C. Submit as PDF electronic files.

1.10 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.
- D. Submit as PDF electronic files.

1.11 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing to Engineer.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- D. Submit as PDF electronic files.

1.12 CONTRACTOR REVIEW

- A. Review submittals for compliance with Contract Documents and approve submittals before transmitting to Engineer, otherwise submittal will be returned to Contractor.
- B. Contractor is responsible for:
 - 1. Determination and verification of materials including manufacturer's catalog numbers.
 - 2. Determination and verification of field measurements and field construction criteria.
 - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
 - 4. Determination of accuracy and completeness of dimensions and quantities.
 - 5. Confirmation and coordination of dimensions and field conditions at Site.
 - 6. Construction means, techniques, sequences, and procedures.
 - 7. Safety precautions.
 - 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until acceptance of submittals have been received from Engineer.

1.13 ENGINEER REVIEW

- A. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.

- B. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- C. Acceptance of Submittal does not authorize changes to Contract requirements unless accompanied by Change Order, Field Order, or Work Change Directive.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Acceptance testing and inspection services.
- F. Nonconforming Work.
- G. Related Requirements:
 - 1. Section 01 33 00 – Submittal Procedures

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as minimum quality for Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards; comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

1.5 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
 - 1. Model number.
 - 2. Serial number.
 - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.6 ACCEPTANCE TESTING AND INSPECTION SERVICES

- A. Owner will employ and pay for services of Engineer or independent firm to perform acceptance testing and inspection.
- B. Engineer or independent firm will perform acceptance tests, inspections, and other services specified in individual Specification Sections and as required by Owner and authorities having jurisdiction.
- C. Independent firm will promptly submit reports to Engineer within 24 hours of completion of tests and inspections. Engineer will submit reports to Owner, Contractor, and authorities having jurisdiction. Reports will include information as follows:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Name of inspector.
 - 4. Date and time of sampling or inspection.
 - 5. Identification of product and Specification Section.
 - 6. Location in Project.

7. Type of inspection or test.
 8. Date of test.
 9. Results of tests.
 10. Conformance or noncompliance with Contract Documents.
 11. Observations.
 12. When requested, provide interpretation of test results.
- D. Cooperate with Engineer and independent firm; furnish samples of materials, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
1. Notify Engineer and independent firm 48 hours before expected time for operations requiring services.
 2. Make arrangements with Engineer and independent firm, and pay for additional Samples and tests required for Contractor's use.
- E. Employment of Engineer or independent firm shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- F. Payment for retesting or re-inspection may be charged to Contractor by deducting testing charges from Contract Price.
- G. Responsibilities of Engineer or Independent Firm:
1. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
 2. Perform indicated sampling and acceptance testing of products according to specified standards.
 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 4. Promptly notify Engineer of observed irregularities or nonconformance of Work or products.
 5. Perform additional acceptance tests as required by Owner/Engineer.
 6. When requested, attend preconstruction meetings and progress meetings.
- H. Limits on Testing Authority by Independent Firm:
1. May not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. May not approve or accept any portion of Work.
 3. May not assume duties of Contractor.
 4. Has no authority to stop Work.
- I. Acceptance testing will govern over quality control testing performed by Contractor.

1.7 NONCONFORMING WORK

- A. Whether discovered by Contractor or Engineer, correct or replace nonconforming Work at no cost to Owner.
- B. Materials or Work which fail quality control or acceptance testing, shall be rejected. Make corrections or replace as necessary to meet requirements of Contract Documents.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary utilities.
- B. Construction Facilities:
 - 1. Vehicular access.
 - 2. Parking.
 - 3. Progress cleaning and waste removal.
 - 4. Traffic control.
 - 5. Signage
 - 6. Fire-prevention facilities.
- C. Temporary Controls:
 - 1. Pollution control.
- D. Removal of utilities, facilities, and controls.
- E. Related Requirements:
 - 1. Section 01 55 26 – Traffic Control.

1.2 SUBMITTALS

- A. Traffic Control Plan: Provide traffic control plan that addresses all phases of Work and is stamped and signed by licensed professional engineer. Submit to allow Engineer's review prior to start of on-site Work.

1.3 TEMPORARY UTILITIES

- A. Provide and pay for temporary utilities such as, but not limited to: electricity, heat, telephone, water and sanitary facilities.
- B. Provide and maintain required sanitary facilities. Existing sanitary facility use is not permitted. Provide facilities at time of Project mobilization.
- C. At end of construction, return existing facilities used for construction operations to same or better condition as original condition.

1.4 VEHICULAR ACCESS

- A. Provide unimpeded access for emergency vehicles. Maintain 20 foot-wide driveways with turning space between and around combustible materials.
- B. Provide and maintain access to fire hydrants free of obstructions.

- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Use existing on-site roads for construction traffic.

1.5 PARKING

- A. Arrange for temporary parking areas as necessary to accommodate construction personnel.
- B. Locate as indicated on Drawings, or as reviewed and approved by Owner.
- C. Use of existing parking facilities by construction personnel is permitted.
- D. Do not allow heavy vehicles or construction equipment in parking areas. Avoid traffic loading beyond paving design capacity.
- E. Maintain existing gravel and paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain surfacing and drainage in original condition.
- F. Provide means of removing mud from vehicle wheels before entering parking areas and streets.

1.6 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from Site daily and dispose off-site.
- C. Sweep and clean paved areas.

1.7 TRAFFIC CONTROL

- A. Provide traffic control measures in accordance with Section 01 55 26.

1.8 SIGNAGE

- A. Existing signage affected by Project construction is responsibility of Contractor.
 - 1. Coordinate with Owner and Engineer to verify if signage should be kept in use throughout construction process.
 - 2. Remove or cover signage as necessary to ensure lack of confusion and safety of general public.
 - 3. Where possible, re-install or uncover signage as work progresses to maintain effective public information.
 - 4. After construction is complete re-install or uncover signage promptly.

5. Restore signage to equal or better condition as existed prior to construction.

1.9 FIRE-PREVENTION FACILITIES

- A. Designate area on Site where smoking is permitted. Provide approved ashtrays in designated smoking areas.
- B. Establish fire watch for cutting, welding, and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.
- C. Portable Fire Extinguishers: NFPA 10; 10-pound capacity, 4A-60B: C UL rating.
 1. Provide minimum of one fire extinguisher in every construction trailer and storage shed.
- D. Take necessary actions to prevent fires on Site.
- E. Report fires to appropriate agency. Take immediate action to suppress fires. Continue fire suppression until fire has been mopped up and out, or until relieved by firefighting personnel.

1.10 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials before final inspection.
- B. Restore existing and permanent facilities used during construction to original condition, unless indicated otherwise.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 55 26 TRAFFIC CONTROL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Traffic control plan requirements.
 - 2. Traffic control maintainer.
 - 3. Signing, arrow boards, pilot cars, flaggers and other traffic control devices.
- B. Related Requirements:
 - 1. Section 01 50 00 – Temporary Facilities and Controls.
 - 2. Section 10 14 54 – Retroreflective Sheeting.

1.2 UNIT PRICES – MEASUREMENT AND PAYMENT

- A. Traffic Control:
 - 1. Basis of Measurement: None – lump sum.
 - 2. Basis of Payment: Includes traffic control plan, signs, barricades, barriers, other traffic control devices, flagging operations, pilot car operations, installation, maintenance, removal and incidental work. Payment will be based on percent complete of Contract.

1.3 PRICE REDUCTION

- A. Payment for traffic control will be reduced by \$800/day when traffic control is not in compliance with traffic control plan, or when Contractor fails to meet requirements indicated in this Section.

1.4 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials (AASHTO):
 - 1. AASHTO Roadside Design Guide.
- B. American National Standards Institute (ANSI):
 - 1. ANSI/ISEA 107 - American National Standard for High-Visibility Safety Apparel and Accessories.
- C. Americans with Disabilities Act (ADA).
- D. American Traffic Safety Services Association (ATSSA).
- E. Federal Highway Administration (FHWA).

- F. International Safety Equipment Association (ISEA).
- G. Manual on Uniform Traffic Control Devices (MUTCD).
- H. National Cooperative Highway Research Program (NCHRP):
 - 1. NCHRP Report 350 - Recommended Procedures for the Safety Performance Evaluation of Highway Features.
- I. Utah Department of Transportation (UDOT):
 - 1. UDOT CC Series Standard Drawings – Crash Cushions.
 - 2. UDOT Flagger Training Handbook.
 - 3. UDOT Guidelines for Crash cushions and Barrier End Treatments.
 - 4. UDOT SN Series Standard Drawings – Signs.
 - 5. UDOT TC Series Standard Drawings – Traffic Control.

1.5 SUBMITTALS

- A. Traffic Control Plan: Submit to Engineer to allow review prior to any construction activities commencing.
- B. Modified Traffic Control Plan: Submit modified traffic control plan to Engineer when construction phase is proposed which was not covered by original traffic control plan. Do not begin Work on new phase until modified traffic control plan is authorized for use and implemented.
- C. Certification: Submit copy of certification for each flagger.

1.6 QUALIFICATIONS

- A. Traffic Control Maintainer: Certified by UDOT or by ATSSA with UDOT endorsement as traffic control technician.
- B. Licensed Professional: Professional engineer experienced in design of specified Work and licensed in State of Utah.
- C. Flaggers: Have current Utah flagging certificate.

PART 2 PRODUCTS

2.1 PILOT CAR

- A. Pilot Car:
 - 1. Equip with retroreflectorized sign G20-4 in accordance with MUTCD and Section 10 14 54.
 - 2. Equip with minimum of two rotating lights, oscillating, or strobe lights.
 - a. Minimum 4-inch diameter/width and minimum 6-foot mounting height.
 - b. Yellow color.

2.2 FLAGGER EQUIPMENT AND CLOTHING

- A. Equipment:
 - 1. Provide in accordance with UDOT Flagger Training Handbook.
 - 2. Provide in accordance with UDOT TC Series Standard Drawings.
- B. Safety Clothing:
 - 1. Flagger Vest and Hard Hat: Orange, red-orange, or fluorescent version of these colors.
 - a. Wear safety apparel for daytime and nighttime activity meeting requirements of ANSI/ISEA 107 and labeled as meeting ANSI/ISEA 107 standard performance for Class 2 risk exposure.
 - b. Consider wearing safety apparel for nighttime activity meeting requirements of ANSI/ISEA 107 and labeled as meeting ANSI/ISEA 107 standard performance for Class 3 risk exposure.
 - c. Hard Hat: Provide with 10 square inches of white or strong yellow-green retroreflective tape placed around base of hard hat and visible to traffic from all directions.

2.3 TRAFFIC CONTROL SIGNING AND DEVICES

- A. Signs:
 - 1. Portable sign stands with signs; Type 1, 2 and 3 barricades; vertical panels; Category 1 devices with light attachments and devices not expected to cause significant vehicle velocity change.
 - 2. Certified by FHWA as meeting NCHRP- Report 350 test requirements.
 - 3. Comply with UDOT TC Series Standard Drawings.
 - 4. Comply with UDOT SN Series Standard Drawings when using post mounted signs.
 - 5. Comply with MUTCD.
- B. Channelizing Devices:
 - 1. Cones, tubular marker, delineators, and drums without lights.
 - 2. Certified by manufacturer as meeting NCHRP Report 350 test requirements.
 - 3. Comply with UDOT TC Series Standard Drawings.
- C. Precast Concrete Barrier:
 - 1. Portable/Temporary pre-cast concrete barrier manufactured after October 1, 2002, shall be certified as meeting NCHRP Report 350 test requirements.
 - 2. Comply with UDOT TC Series Standards Drawings.

3. Use approved construction zone attenuator or permanent style end sections, as listed in UDOT Guidelines for Crash Cushions and Barrier End Treatments.
 - a. Use construction zone attenuator when approach ends of temporary precast barrier are within maximum AASHTO clear zone.
 - 1) Use AASHTO Roadside Design Guide to determine proper clear zone distance requirements.
 - 2) Refer to UDOT CC Series Standard Drawings and manufacturer's recommendations to install crash cushions.
- D. Use properly rated truck-mounted attenuator for posted speed limit prior to construction. Do not use truck-mounted attenuator to protect blunt end for more than 72 hours.
- E. Meet acceptable classification as identified by Quality Standards for Work Zone Traffic Control Devices published by ATSSA for traffic control devices.

2.4 ARROW BOARD

- A. Arrow Board:
 1. Provide in accordance with standards indicated in Section 6F.61 of MUTCD.
 2. Comply with UDOT TC Series Standard Drawings.
- B. May substitute Type C units for Type B units. Comply with UDOT TC Series Standard Drawings
- C. Do not substitute Type B units for Type C units.

2.5 PERFORMANCE AND DESIGN CRITERIA - TRAFFIC CONTROL PLAN

- A. Design traffic control plan to resolve any discrepancies between various standards for traffic control according to:
 1. Comply with UDOT SN Series Standard Drawings for post mounted signs and UDOT TC Series Standard Drawings.
 2. Comply with MUTCD.
- B. Consider safe and efficient movement of traffic when lane closures are proposed.
 1. Open lanes to traffic wherever and whenever practical.
 2. Minimize and restrict lane closures to locations and times essential for prosecution of work.
- C. Provide delineation and temporary pavement markings and removal as needed for traffic control.

1. Completely remove existing traffic markings that conflict with traffic control plan. Do not use paint or other material to cover markings.
 2. Provide temporary pavement markings on newly constructed asphalt pavement and refresh as needed until final surfacing is placed.
- D. Provide concrete barrier or other positive protection for workers and hazards such as bridge parapets, barrier blunt ends, poles, and large equipment to include but not limited to cranes and pile drivers when hazard is within AASHTO clear zone requirements for approach traffic. Comply with UDOT TC 3 Series Standard Drawings and UDOT Guidelines for Crash Cushions and Barrier End Treatments for acceptable construction zone crash cushions and end treatments.
- E. Use posted speed limit prior to construction to compute sign spacing, taper lengths, buffer zones, and construction clear zone.
1. Use plastic drums or directional barricades for lane closure taper devices for speeds 50 mph and greater.
 2. Comply with UDOT TC Series Standard Drawings for use of cones or tubular markers at night.
- F. Use posted speed limit prior to construction to compute tangent spacing for channelizing devices.
- G. Use format and provide documentation as follows:
1. Section I – Description of Each Phase:
 - a. List phases and corresponding bid items and elements of work to be accomplished in each phase.
 - b. Account for each bid item and element of work. Reference traffic control detail designed to provide for safe and efficient movement of traffic and safety of workers.
 - c. Identify and include each bid item and element of work in phasing.
 2. Section II – Drawings Showing Detailed Traffic Control Plan for Each Phase:
 - a. Adapt UDOT Standard Drawings and work zone traffic control examples contained in MUTCD to reflect actual Project conditions such as curves, grades, presence of ramps, intersections, and accesses.
 - b. Use same level of detail as in MUTCD and UDOT TC Series Standard Drawings.
 - c. Include anticipated duration of traffic control setup used in each phase.
 - d. Provide for safe passage of pedestrians and bicyclists through work zone according to ADA and MUTCD.
 - e. Clearly indicate:
 - 1) Proposed regulatory speed reductions.

- 2) Tapers – length of taper, device spacing, lane or shoulder closures, amount of lane shift according to posted speed limit prior to construction.
 - 3) Length of buffer zone according to posted speed limit prior to construction.
 - 4) Device spacing used in tangents according to posted speed limit prior to construction.
 - 5) Lengths of work zones, lane and shoulder widths, and area available for vehicle recovery.
 - 6) Proposed changes to be made to existing traffic signals including items such as timing changes, phase changes.
 - 7) Sign locations for required and existing signs.
 - 8) Existing signs that are to be removed, covered, relocated, or otherwise changed from original configuration.
 - 9) Worker parking, work vehicle and equipment access to and from work area, staging, and material sites.
3. Section III – Emergency and Special Situations: Identify procedures for dealing with emergencies and special situations.
 4. Provide drawings on 11- by 17-inch sheets.
 5. Signed and stamped by licensed professional engineer.

PART 3 EXECUTION

3.1 PREPARATION

- A. Do not begin Work until the traffic control plan is authorized for use.

3.2 INSTALLATION

- A. Implement traffic control plan for each phase of construction.
- B. Remove traffic control devices from site when not required. Remove within 96 hours.
 1. Remove traffic control devices from roadway for distance twice that of work clear zone if traffic control devices will be used within 24 hours of daily Work stoppage and are not required for immediate traffic control.
 2. Comply with UDOT TC Series Standard Drawings.
 3. Obtain written permission from property owner prior to storing traffic control devices on private property.
 4. Cover post mounted signs completely with opaque and durable covering when not applicable.
- C. Remove arrow board from site when not needed for control of traffic. Remove within four-hour period.

- D. Relocate traffic control devices as Work progresses to maintain effective traffic control.
- E. Maintain traffic control devices throughout construction.
- F. Removal:
 - 1. Remove traffic control devices when no longer required.
 - 2. Repair damage caused by installation.

END OF SECTION

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Section Includes:
 - 1. Field engineering.
 - 2. Closeout procedures.
 - 3. Project record documents.
 - 4. Examination.
 - 5. Preparation.
 - 6. Execution.
 - 7. Protecting installed construction.
 - 8. Final cleaning.
- B. Related Requirements:
 - 1. Section 01 33 00 – Submittal Procedures.

1.2 FIELD ENGINEERING

- A. Owner will employ surveyor registered in State of Utah and provide field engineering services as follows:
 - 1. Roadway/Parking Lot:
 - a. Excavation: Slope stakes at 100-foot stations on tangents and 50-foot stations as needed on curves.
 - b. Subgrade: Red heads at center line and each shoulder at 100-foot stations.
 - c. Top of Granular Borrow: Red head at center line and each shoulder at 100-foot stations.
 - d. Top of Untreated Base Course: Red heads at center line and each shoulder at 50-foot stations.
 - e. If Contractor uses grade control, staking will be reduced to 200-foot stations and provide pavement line.
 - 2. Pipe culverts: Offset and elevation for inlet and outlet.
 - 3. Pavement Cut Line: Location of saw cut line on existing pavement.
 - 4. Pavement Markings: Location of paint striping.
 - 5. Signs and Delineators: Location of signs and delineators.
 - 6. Manholes and Drainage Structures: Offset and cut / fill to invert or reference elevation.
 - 7. Guardrail: Offset and reference elevation as necessary.
 - 8. Fencing: Corners, angle points and points on line at 500-foot intervals.
 - 9. Buildings / Structures: Offset to corners and cut / fill to finish floor elevation.
 - 10. Other Site Improvements:

- a. Excavation: Slope stakes at 100-foot stations on tangents and 50-foot stations as needed on curves.
 - b. Finish Grade: Red heads at 50-foot stations.
- B. Not all grade break points will be set. Set additional stakes as needed to construct Work.
- C. Prior to beginning Work, verify and establish floor elevations of existing facilities and elevations of existing improvements to ensure that new Work will match existing elevations, except where specifically detailed or indicated otherwise.
- D. Promptly notify Engineer minimum of 48 hours prior to expected time for operations requiring field engineering services.
- E. Promptly notify Engineer of discrepancies discovered.
- F. Protect survey control, reference and other staking during construction. Preserve permanent reference points. If due to neglect of Contractor, pay cost for re-staking.
- G. Preserve permanent reference points. Promptly notify Engineer of loss or destruction of reference point or relocation required because of changes in grades or other reasons.

1.3 CLOSEOUT PROCEDURES

- A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
 - 1. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.
 - 2. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
 - 3. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
 - 4. Perform final cleaning according to this Section.
- B. Substantial Completion Inspection:
 - 1. When Contractor considers Work to be substantially complete, submit to Engineer and Owner:

- a. Written certificate that Work, or designated portion, is substantially complete.
 - b. List of items to be completed or corrected (initial punch list).
 2. After receipt of request for Substantial Completion, Engineer will schedule inspection with Owner and Contractor to determine whether Work or designated portion is substantially complete.
 3. When Engineer and Owner find that Work is substantially complete, Engineer will prepare Certificate of Substantial Completion accompanied by list of items to be completed or corrected (final punch list).
 4. After Work is substantially complete, Contractor shall:
 - a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
 - b. Complete Work listed for completion or correction within time period stipulated.
- C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
 1. When Contractor considers Work to be complete, submit written certification that:
 - a. Work has been examined for compliance with Contract Documents.
 - b. Work has been completed according to Contract Documents.
 - c. Work is completed and ready for final inspection.
 2. Submittals: Submit final punch list indicating all items have been completed or corrected
 3. Perform final cleaning for Contractor-soiled areas according to this Section.
- D. Final Completion Inspection:
 1. After receipt of request for final inspection, Engineer will schedule final inspection with Owner and Contractor to determine whether Work or designated portion is complete.
 2. Should Engineer and Owner consider Work to be incomplete or defective:
 - a. Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.
 - b. Contractor shall remedy stated deficiencies.
 - c. Repeat as necessary until Work passes Engineer's and Owner's inspection.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain on Site one set record documents as follows; record actual revisions to Work:
 1. Drawings.
 2. Specifications.

3. Addenda.
 4. Change Orders and other modifications to Contract.
 5. Reviewed Shop Drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates used.
 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:
1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in Work, and change orders.
 2. Include locations of concealed elements of Work.
 3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components that are parallel to utilities.
 4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.
 5. Identify and locate existing buried or concealed items encountered during Project.
 6. Measured depths of foundations in relation to finish main floor datum.
 7. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 8. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of Work.
 9. Field changes of dimension and detail.
 10. Details not on original Drawings.
- G. Submit marked-up paper copy documents to Engineer with claim for final Application for Payment.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specification Sections.
- D. Verify that utility services are available with correct characteristics and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.3 EXECUTION

- A. Comply with manufacturer's installation instructions, performing each step-in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.
- B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Allow for expansion of materials and building/structure movement.
- D. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
 - 1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
 - 2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
- E. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period.

3.4 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual Specification Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.
- C. Prohibit traffic from landscaped areas.

3.5 FINAL CLEANING

- A. Execute final cleaning prior to final Project assessment. Employ experienced personnel or professional cleaning firm.
- B. Clean Site; sweep paved areas.
- C. Remove waste and surplus materials, rubbish, and construction facilities from Site.

END OF SECTION

SECTION 01 71 13 MOBILIZATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Mobilizing personnel, equipment, supplies and other incidental items to and from Project Site.
 - 2. Providing, maintaining and removing temporary facilities and controls.
- B. Related Requirements:
 - 1. Section 01 50 00 - Temporary Facilities and Controls.
 - 2. Section 01 55 26 - Traffic Control.

1.2 MOBILIZATION

- A. Conduct preparatory work and operations necessary to move personnel, equipment, supplies and incidentals to Project Site before beginning Work.
- B. Establish field offices, buildings, temporary utilities and other necessary facilities to complete Work.
- C. Provide, erect and maintain project signage.
- D. Remove equipment, supplies, temporary facilities, and temporary controls from Site when no longer required.

1.3 MEASUREMENT

- A. No measurement will be made for mobilization.

1.4 PAYMENT

- A. Payments will be made in accordance with Table 1 below.
 - 1. Percent of Original Contract Earned: Sum of amounts for bid items completed, excluding mobilization, divided by amount of original contract.
 - 2. Mobilization payment will be mobilization payment calculated from Table 1 below, less previous amount paid.

Table 1. Payment Schedule for Mobilization	
Percent of Original Contract Amount Earned	Mobilization Payment (Use lesser amount)
5	25% of mobilization bid amount or 2.5% of original contract amount
10	50% of mobilization bid amount or 5% of original contract amount
35	60% of mobilization bid amount or 6% of original contract amount
65	90% of mobilization bid amount or 9% of original contract amount
80	100% of mobilization bid amount or 10% of original contract amount
Completion of Project	Remainder of Bid Amount

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

SECTION 10 14 54 RETROREFLECTIVE SHEETING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Retroreflective sheeting materials for traffic signs, traffic control devices, and traffic delineators.
- B. Related Requirements:
 - 1. Section 01 55 26 – Traffic Control.

1.2 REFERENCE STANDARDS

- A. ASTM International (ASTM):
 - 1. ASTM D4956 – Standard Specification for Retroreflective Sheeting for Traffic Control.
- B. Code of Federal Regulations (CFR):
 - 1. 23 CFR 655 Subpart F – Traffic Control Device on Federal – Aid and Other Streets and Highways.
- C. Manual on Uniform Traffic Control Devices (MUTCD).

1.3 DEFINITIONS

- A. Retroreflective Sheeting:
 - 1. Sheeting – Retroreflective or non-reflective material that comprises background, legend (word messages and symbols), and border.
 - 2. Sheeting Components – Matched component products required for manufacturing highway signs consisting of sheeting, cutout letters and borders, adhesives, inks, and overlay films.
- B. Signs:
 - 1. Permanent Traffic Signs – Includes sign installations in final configuration and expected to have multi-year life. Examples include freeway guide signs, regulatory signs, warning signs, barrier markers, crash cushion markers, freeway crossover markers, and delineation.
 - 2. Work Zone Standard Signs – Includes MUTCD and standard application signs including but not limited to Road Work Ahead, Work Zone Speed Limit, Flagger Symbols, Business Access, and Regulatory signing within work zone.
 - 3. Work Zone Project Specific Signs – Signs with legends specific to each project and cannot be reused on future projects. Examples include ALDER STREET CLOSED FROM 100 TO 200 EAST – USE

BIRCH STREET or project notification signs. Signs are typically used for one construction season.

4. Flexible Work Zone Devices – Includes such devices as roll up signs, cones, tall cones, and flags with retroreflective sheeting.
5. Work Zone Channelization Devices – Includes such devices as drums, vertical panels, barricades, tubular markers, and pavement marking tabs.

1.4 SUBMITTALS

- A. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.5 WARRANTY

- A. Failure of sheeting inks or overlay films constitute failure of entire sign. Replace failed signs under manufacturer's warranty.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Retroreflective Sheeting:
 1. Conform to 23 CFR 655 Subpart F for standard highway colors for ordinary and fluorescent sheeting.
 2. Meet ASTM D4956.
 3. When adhesive backing is used, use Class 1, 2 or 3 in accordance with ASTM D4956.
- B. Non-reflective Sheeting: As specified and according to recommendation of retroreflective sheeting manufacturer.
- C. Use matched component cutout legends, symbols, and borders.
- D. Use only acrylic electronic cuttable film to achieve color. Do not use vinyl electronic cuttable film to achieve color.

2.2 PERMANENT APPLICATIONS

- A. Permanent Traffic Signs and Traffic Control Devices:
 1. Meet or exceed requirements of ASTM D4956 Type XI.
 2. Use fluorescent sheeting for orange, yellow, and yellow-green.
- B. Miscellaneous Signs:
 1. Use ASTM D4956 Type I for adopt and sponsor highway signs.
 2. Use ASTM D4956 Type I for memorial signs.
 3. Use fluorescent pink retroreflective sheeting for traffic incident management area signs.

2.3 WORK ZONE APPLICATIONS

- A. Work Zone Signing:
 - 1. Standard Signs:
 - a. Meet or exceed requirements of ASTM D4956 Type XI.
 - b. Use fluorescent retroreflective sheeting for orange, yellow, and yellow-green.
 - 2. Project Specific Signs:
 - a. Meet or exceed requirements of ASTM D4956 Type III high intensity prismatic sheeting.
 - b. Use fluorescent retroreflective sheeting for orange, yellow, and yellow-green.
 - 3. Traffic Incident Management Area Signs: Use fluorescent pink.
- B. Flexible Work Zone Devices: Meet or exceed requirements of ASTM D4956 Type VI.
- C. Channelization Devices:
 - 1. Vertical Panels, Barricade Types I, II, and III, and Directional Indicator Barricades:
 - a. Meet or exceed requirements of ASTM D4956 Type XI.
 - b. Use of standard orange is acceptable.
 - 2. Meet or exceed requirements of ASTM D4956 Type V for temporary raised pavement markers.
 - 3. Meet or exceed requirements of ASTM D4956 Type IV for other channelization devices.
 - 4. Use fluorescent retroreflective sheeting for orange and yellow.
 - 5. Do not obscure retroreflective sheeting with paint or other materials.

PART 3 EXECUTION – Not Used

END OF SECTION

SECTION 32 01 17.61
SEALING CRACKS IN ASPHALT PAVING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Section Includes: Crack sealing for asphalt pavements.
- B. Related Requirements:
 - 1. Section 01 50 00 – Temporary Facilities and Controls.

1.2 UNIT PRICES - MEASUREMENT AND PAYMENT

- A. Crack Sealing:
 - 1. Measurement: By ton.
 - 2. Payment: Includes cleaning out cracks, sealant, placing sealant, and incidental work.

1.3 REFERENCE STANDARDS

- A. ASTM International (ASTM):
 - 1. ASTM D3405 - Specification for Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements.
 - 2. ASTM D3406 - Specification for Joint Sealants, Hot-Applied, Elastomeric-Type, for Portland Cement Concrete Pavements.
- B. UDOT Test: Standard test by Utah Department of Transportation (UDOT).

1.4 SUBMITTALS

- A. Submit product information on sealant prior to starting work.

1.5 QUALITY ASSURANCE

- A. Obtain materials from same source throughout.
- B. Do not mix different types of sealants.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Supply sealant pre-blended, pre-reacted, and pre-packaged.
- B. If supplied in solid form, cast in plastic or other dissolvable liner capable of becoming part of crack sealing liquid.
- C. Deliver sealant in manufacturer's original sealed container with manufacturer's name and trade name of sealant legibly marked.
- D. Do not open carton until ready to use.
- E. Only melt enough material to be poured the same day.

1.7 FIELD CONDITIONS

- A. Do not place sealant when cracks are wet.
- B. Do not apply sealant in joints subject to hydrostatic pressure.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Hot-pour Asphalt Pavement Crack Sealant – Type 2
 - 1. Meet the requirements of Table 1.
 - a. Use material that does not track in normal traffic after 45 minutes from application.
 - b. Use material the pours readily and penetrates 1/4 inch and wider cracks for the entire application temperature range recommended by the manufacturer.

(Remainder of page intentionally left blank.)

Table 1. Hot-Pour Asphalt Pavement Crack Sealant – Type 2			
Application Properties			
Test Method	Property	Minimum	Maximum
ASTM D 36	Softening Point (°F)	200	
AASHTO T 51	Ductility, modified, 1cm/min, 39.2° F (4° C), cm	30	
AASHTO T 228	Specific Gravity, 60° F (15.6° C)		1.140
AASHTO T 300 (a)	Force-Ductility, lb force		4
ASTM D 4402	Viscosity, 380°F (193.3°C), SC4-27 spindle, 20 rpm, Cp		2,500
ASTM D 5329	Cone Penetration, 77° F (25° C), 150 g, 5 sec., dmm		75
ASTM D 5329	Flow 140°F (60° C), 5 hrs 75° angle, mm		1
ASTM D 5329	Resilience, 77° F (25° C), 20 sec., percent	40	
ASTM D 5329 (b) (c)	Bond, Non-Immersed	Pass	
ASTM D 5329	Asphalt Compatibility	Pass	
(a) Maximum of 4 lb force during the specified elongation of 30 cm @ 1 cm/min, 39.2° F (4° C).			
(b) Three 12.7mm Specimens pass 3 cycles at 50% ext. at 0 °F.			
(c) The development at any time during the test procedure of a crack, separation, or other opening that at any point is over 6 mm deep, in the sealant or between the sealant and concrete block shall constitute failure of the test specimen. Measure the depth of the crack, separation or other opening perpendicular to the side of the sealant showing the defect.			

2.2 EQUIPMENT

- A. Use circulating hot oil heat transfer for heating sealant.
- B. Heating units must have means of constant agitation.
- C. Do not use direct heat transfer units.
- D. Do not use equipment with tank capacity exceeding 500 gallons.
- E. Use sealant unit equipped with thermometer for reading temperature of sealant.

PART 3 EXECUTION

3.1 PREPARATION

- A. Blow cracks clean with clean, oil-free compressed air at a volume of 100 cubic feet per minute at a pressure of 120 pounds per square inch.

- B. Do not apply crack seal if asphalt surface is less than 40 degrees Fahrenheit.
- C. If cracks or asphalt surface have moisture, utilize a hot air lance. Do not use on saturated pavements or burn the surrounding pavement. Seal Cracks immediately before cool down.
- D. Remove foreign substances, dust, dirt, incompressible, weeds, and free water from joint opening prior to application.
- E. Joint must be clean and dry.
- F. Protect adjacent surfaces not designated to receive joint sealant.
- G. Unless indicated otherwise by manufacturer's application instructions, heat sealant to a temperature between 325 to 375 degrees Fahrenheit.

3.2 APPLICATION

- A. Apply joint sealant in accordance with manufacturer's instructions.
- B. Apply joint sealant at a minimum pavement temperature of 40 degrees Fahrenheit or per manufacturer's instructions. Engineer may allow application below 40 degrees Fahrenheit if a hot air lance is used to clean cracks.
- C. Seal cracks 1/4 inch wide and larger. Do not seal cracks greater than 1-1/2 inches wide.
- D. Install material in a manner that produces an acceptably smooth riding surface.
- E. Flush fill cracks. Remove excess by squeegee. Center squeegeed material on crack. Do not allow squeegeed material to extend more than 1 inch on either side of crack or exceed 1/16 inch thickness.
- F. Seal cracks across full width of pavement. Do not seal multiple travel lanes at the same time.
- G. Add sealant to existing sealed cracks that have settled or cracked.
- H. Where necessary, make multiple passes to fill cracks and eliminate depressions in new and existing cracks.
- I. Do not place during adverse climatic conditions such as precipitation or when roadway surface is icy or wet.

3.3 PROTECTION

- A. After placement, protect sealant from tracking or pullout.

END OF SECTION