

**CONCRETE REMOVAL/REPLACEMENT SERVICES  
FOR  
LEHI CITY**

Submission Date: **February 4<sup>th</sup> 2013**  
Submission Time: **5 P.M. (Mountain Daylight Savings Time)**  
Submission Place: **Lehi City Hall  
Attention: Purchasing  
153 North 100 East  
Lehi, UT 84043**  
Project Name: **Bid No. "Concrete Removal/Replacement"**  
Project Location: **Lehi City, Utah**  
Bid Description: This is a contract for the removal, and replacement of City sidewalk, curb, gutter, and other various structures within Lehi City.

BIDDERS: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with appropriate supplements and/or samples. Please return bid in an appropriate sized envelope.

For additional information, contact: **Wade Allred  
Streets Department Supervisor  
[streets department address]  
Lehi, UT 84043  
(801) 836-1106 (cell)  
email: wallred@lehi-ut.gov**

*Bidder* must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink on the Bid Form (SECTION 4.0 for the Bid Form).

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**[Your signature attests to your bid to provide the goods and/or services in this bid according to the published provisions of this work. When an award letter is issued, it becomes a part of the awarded contract. The contract is not valid until signed by both parties and a Purchase Order is issued.]**

# CONCRETE REMOVAL/REPLACEMENT SERVICES LEHI CITY

## NOTICE FOR CONTRACTOR SERVICES

The City of Lehi is seeking the services of a licensed, qualified, reputable contractor to remove and replace city sidewalk, curb, gutter, and various structures within Lehi City.

If a contractor is interested in submitting a bid, the Bid Documents, Specifications and Drawings for "CONCRETE REMOVAL/REPLACEMENT", BID#, are available at Lehi City, 153 North 100 East, Lehi, Utah 84043. The deadline for submitting a bid is 5:00 p.m. on February 4, 2013.

The City reserves the right to reject any and all bids and to waive any formality in the bids received, to accept or reject any or all of the items in the bid, and award the contract in whole or in part, if it is deemed in the City's best interest. The City reserves the right to negotiate any and all elements of the bids, if any such action is deemed in the best interest of the City.

Date: October 3, 2012

City of Lehi, Utah  
Wade Allred  
Streets Supervisor

# CONCRETE REMOVAL/REPLACEMENT SERVICES LEHI CITY

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# CONCRETE REMOVAL/REPLACEMENT SERVICES LEHI CITY

## SECTION 1: INTRODUCTION

### 1.1 INTRODUCTION

*Owner* is interested in soliciting BIDS from **Qualified Contractors to provide labor, tools, machinery, and equipment** for the removal and replacement of city sidewalk, curb, gutter, and various other structures within the City. The *Owner* will provide for reasonable access and the right of ways and easements necessary for the work. *Bidder* shall carefully read all instructions, requirements and specifications. *Bidder* shall fill out completely the "Bid Form".

## SECTION 2: GENERAL REQUIREMENTS

### 2.1 SCOPE OF TERMS & CONDITIONS

Before submitting a bid, *Bidder* shall be thoroughly familiar with all contract conditions referred to in this document, and any addenda issued before the bid submission date. Such addenda shall form a part of the bid. It shall be the *Bidder's* responsibility to ascertain that the bid includes all addenda issued prior to the bid submission date. *Bidder's*, by virtue of submission of a bid, acknowledge and accept these Terms and Conditions.

General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

### 2.2 DEFINITIONS

The following definitions shall govern the preparation and submission of bid and any contract, which may ensue.

The term "*Bid, Bids, or Bid*" means the offer of solicitation documents for a formal sealed bid.

The term "*Bidder*" means the person, firm, corporation or manufacturer who submits a formal sealed bid and which may or may not be successful in being awarded the procurement contract.

The term "*Owner*" shall mean Lehi City Power or Lehi City.

The term "*City or Lehi City*" shall mean the City of Lehi, a municipal corporation of the state of Utah.

The term "*Contractor*" or means the person, firm or corporation who is awarded the contract to provide the equipment and services as specified.

### 2.3 SUBMISSION OF BID

Fill out and return to *Lehi City*, three (3) complete "Bid Forms". The bid must be received no later than February 4<sup>th</sup> 2013 5:00 P.M. Mountain Daylight Savings Time at Lehi City Hall. Responses should be addressed as follows:

**BID No 2013 #1 "CONCRETE REMOVAL/REPLACEMENT SERVICES"**

Attention: Alyson Alger

Lehi City

153 North 100 East

Lehi, UT 84043

Bids may be either mailed or hand-delivered. If the bid is sent by mail to Lehi City, the *Bidder* shall be responsible for actual delivery of the bid, to the proper office before the deadline. Any bids received after the deadline will be returned unopened.

All bids become the property of the *Owner* upon receipt of same by the *Owner*. The content of all bids will be kept confidential until an award is made, after which the content will no longer be kept confidential, except as provided in SECTION 2.6 DISCLOSURE OF BID CONTENT.

Unless specifically authorized by the *Owner*, telephonic bids will not be considered. However modifications by telegraph fax, etc., of bids already submitted will be considered if received prior to the time for opening of bids.

An authorized representative of the *Bidder* should sign the Cover Sheet. The contract will be binding only when signed by *Lehi City* and a Purchase Order issued.

The *Owner* is not liable for any cost incurred by *Bidder* associated with the preparation of a bid or the negotiation of a contract for services prior to the issuing of the contract.

The *Bidder* must acknowledge that they have examined the site, plans and specifications. The submission of a bid shall be considered evidence that examinations have been made.

## 2.4 AWARD OF CONTRACT

A Contract that includes these at least general terms and conditions identified herein may be negotiated with *Bidder* whose bid is determined to be most responsive to the *Owner's* needs and most advantageous to the *Owner*, considering cost as well as other factors based on the criteria described herein, all as solely determined by the *Owner*. AWARD OF CONTRACT MAY BE MADE WITHOUT DISCUSSION AFTER BIDS ARE RECEIVED. Bids will be awarded to the lowest responsive and responsible *Bidder*. The determination of the lowest responsive and responsible *Bidder* is found in section 2.16.

The term of the initial contract shall be for one (1) year from the date of execution. The City shall have the discretion to renew the term of the contract for four (4) additional one-year terms. The City shall provide written notice of its intent to renew at least sixty (60) days prior to the termination of the current term of the contract.

The *Owner* reserves the right to reject any and all bids and to waive any formality in bids received, to accept or reject any or all of the items in the bid, and award the contract in whole or in part, if it is deemed in the *Owner's* best interest. The *Owner* reserves the right to negotiate any and all elements of the bid, if such action is deemed in the best interest of the *Owner*.

## 2.5 ADDENDA TO THE BID

If it becomes necessary to revise any part of this bid, an addendum will be provided to all *Bidders* who have indicated an intent to respond. If a *Bidder* finds any inconsistency or ambiguity, the *Bidder* should contact Wade Allred, Streets Supervisor (801-836-1106), to seek clarification

## 2.6 DISCLOSURE OF BID CONTENT

The Government Records Access and Management Act, ("GRAMA") states that certain information in the submitted Bid may be open for public inspection. If the Bidder desires to have information contained in its bid protected from such disclosure, the Bidder may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the Bid. Pricing elements of any Bid will not be considered protected. All material contained in and/or submitted with the Bid becomes the property of the *City* and may be returned only at the *City's* option.

## 2.7 SUBSTANTIVE BIDS

The *Bidder* certifies that, (a) *Bidder's* bid is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) *Bidder* has not directly or indirectly induced or solicited any other *Bidder(s)* to put in a false or sham bid; (c) *Bidder* has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a bid; (d) *Bidder* has not sought by collusion to obtain for themselves any advantage over any other *Bidder(s)* or over the *Owner*; and (e) *Bidder* shall not violate or cause any person to violate the Utah Municipal Officers and Employees Ethics Act.

## 2.8 BID BINDING

*Bidders* are advised that bids shall be binding upon the *Contractor* for sixty (60) calendar days from the bid due date. A *Bidder* may withdraw or modify their bid any time prior to the bid due date by a written request, signed in the same manner and by the same person who signed the bid.

## 2.9 ECONOMY OF BID

*Bidder* must submit a complete and concise response to the bid. All bids received will be retained by the *Owner*. Bids should be prepared simply and economically, while providing complete details of the *Bidder's* abilities to meet the requirements of this bid. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid shall be accompanied by a transmittal letter signed in ink by an authorized representative of the *Bidder*. The contents of the bid submitted by the successful *Bidder* may become part of any contract awarded as a result of this solicitation.

## 2.10 AUTHORIZATION TO PUBLISH

Throughout the term of this bid, prospective *Bidders* must secure from the *Owner* written approval prior to their release of any verbal or written information to third parties that pertain to potential work or activities covered by this bid. Failure to adhere to this clause may result in disqualification of the *Bidder*.

## 2.11 QUALIFICATIONS

*Bidder* is required to have an understanding of the *Owners* Standards for the removal and replacement of sidewalk, curb, gutter, and other various structures within the city. *Bidder* is required to be a licensed contractor for said work under state laws of Utah and will provide documented proof if requested by the *City*.

Each *Bidder* shall provide as part of this bid documentation that they have satisfactorily provided service and performed similar work in the past and that no claims of any kind are pending against such work. No bid will be accepted from a *Bidder* who is engaged on any other work or project which would impair their ability to perform or finance this work. All such work shall be revealed in the bid.

No bid will be accepted from, nor will a contract be awarded to, any *Bidder* who is in arrears to the *Owner*, upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the *Owner*, or is deemed to be irresponsible or unreliable by the *Owner*.

## 2.12 TAXES NOT APPLICABLE

The *Owner* is exempt from the payment of any federal excise or any Utah sales tax. The price must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price *Bidder* may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the *Owner*.

## 2.13 INDEMNIFICATION

To the fullest extent permitted by law the *Bidder/Contractor* shall indemnify, defend and hold harmless *Owner*, and any subsidiary or affiliate of the *Owner*, and its past, present and future agents, representatives and employees from and against all claims, damages, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that such claim, damages, loss, liability, lien, cost, citation, penalty, fine or expense is caused in whole or in part by any negligent act or omission of the *Bidder/Contractor*, any subcontractor, any sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, regardless of whether liability is imposed up such indemnified party by applicable laws, rules or regulations regardless of the negligence, omissions or other fault of such indemnified party. This indemnity obligation is intended to include the indemnification of *Owner* indemnified hereunder for damages apportioned to the *Bidder/Contractor*, any subcontractor, any sub-subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the *Owner*. In any and all claims against the *Owner*, or any subsidiary or affiliate, or any of its past, present or future agents, representatives or employees by any employee of the *Bidder/Contractor*, any subcontractor, any sub-subcontractor, any one directly or indirectly employed

by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or types of damages, compensations or benefits payable by or for the *Bidder/Contractor*, any subcontractor, any sub-subcontractor under the worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

To the fullest extent by law, the *Bidder/Contractor* shall indemnify, defend and hold harmless the *Owner* and any subsidiary or affiliate, and its past, present and future agents, representatives and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, directly or indirectly arising out of or based in whole or in part upon:

- a. The *Bidder/Contractor's* breach of any covenant or warranty of this Agreement.
- b. Any damage or loss to any property caused in whole or in part by the *Bidder/Contractor*, any subcontractor, any sub-subcontractor or any one directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damages or loss attributable solely to acts or omissions of the *Owner* or its agents or employees and not attributable to the fault or negligence of the *Bidder/Contractor*.
- c. The *Bidder/Contractor's* failure to comply with any applicable law, rule or ordinance.
- d. The indemnity obligations of this paragraph are in addition to the indemnity obligation of the *Bidder/Contractor* under the indemnification section.

## 2.14 INSURANCE

*Contractor* shall provide the following minimum insurance coverage from companies holding a General Rating of "A" or better as set forth in the most current issue of Best's Key Rating Insurance Guide written for not less than the following, or greater if required by law and all such insurance to be primary to any insurance maintained by *Owner*, shall name *Owner* as additional insured with waiver of subrogation:

- a. The *Contractor's* Worker's Compensation Insurance shall be written for not less than the statutory limits for the locale of the Project and the *Contractor's* Employer's Liability Insurance shall be written for not less than \$3,000,000.
- b. The *Contractor's* Comprehensive Automobile Liability Insurance shall be written with combined single limits of not less than \$3,000,000 each occurrence.
- c. The *Contractor's* Comprehensive General Liability Insurance with contractual liability coverage on occurrence form with limits not less than \$3,000,000 each occurrence.
- d. The *Contractor* shall not commence Work under this Agreement until all of the insurance required herein shall have been obtained by the *Contractor*. The *Contractor* shall furnish to the *Owner* Certificates of Insurance verifying that such insurance has been obtained. Such certificates will provide that *Owner* will receive at least thirty (30) days prior written notice of any material change in, cancellation of, or non-renewal of such insurance.
- e. If *Contractor* uses any subcontractors, *Contractor* will provide for subcontractors or require the same insurance provisions for its subcontractors.

## 2.15 FAILURE TO DELIVER

In case of failure to deliver services in accordance with the Contract terms and conditions, the *Owner*, after due oral or written notice, may procure the services from other sources and hold the *Contractor* responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the *Owner* may have. The *Owner* shall be entitled to offset such costs against any sums owed by the *Contractor* to the *Owner* under this Contract.

## 2.16 EVALUATION PROCESS & SELECTION CRITERIA

The *Owner's* evaluation team will judge the merit of all bids received in accordance with the general evaluation criteria listed below. Failure to provide any of the information requested may result in the bid being removed from further consideration. In determining lowest responsible bidder, in addition to **PRICE**, the *Owner* will consider:

- 1) The ability, capacity, and skill of the *Bidder* to perform the services required under the contract;
- 2) Whether the *Bidder* can provide the services promptly, or within the time specified, without delay or interference;
- 3) The character, integrity, reputation, judgment, experience, and efficiency of the *Bidder*;

- 4) The quality of service and level of performance of *Bidder* under previous contracts, if any;
- 5) The previous and existing compliance by the *Bidder* with laws and ordinances relating to the contract or service.
- 6) Whether the *Bidder* is in arrears to the *Owner* on a debt or contract or is in default on surety, or whether the *Bidder's* taxes or assessments are delinquent.
- 7) Other relevant information, which the *Owner* feels, would help in the evaluation of their bid.

## 2.17 PRICES

Prices for all services shall be firm for the duration of this contract and shall be stated on the Bid Form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored except with approved change orders during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, mobilization and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, *Bidder* MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

## 2.18 INVOICES AND PAYMENTS

Payment for services and work shall be done at the conclusion of the contract. *Contractor* shall submit invoice in duplicate at the end of the project and after the *Owner* has inspected and approved work performed. Invoice must be itemized according to the unit prices of the bid. Any invoice that cannot be verified by the contract unit price and/or is otherwise incorrect, will be returned to the *Contractor* for correction before it is paid. *Contractor* shall only use the contract terms herein when submitting invoices for payment. *City* will pay for all work performed by the *Contractor* and approved by the *City* within 30 days from receipt of correct invoice.

## 2.19 INDEPENDENT CONTRACTOR

The relationship of the *Contractor* to *Owner* shall be that of an independent contractor. Neither *Contractor* nor any of its employees shall be held or deemed in any way to be an agent, employee or official of *Owner*. *Contractor* shall be responsible for, and hold *Owner* harmless from any liability for, unemployment taxes or contributions, payroll taxes or other federal or state employment taxes, and worker's compensation insurance coverage as may be required by law.

## 2.20 ASSIGNMENT AND SUBCONTRACTING

The *Contractor* shall not assign or subcontract the work, or any part thereof, without the previous written consent of *Owner*, nor shall they assign, by power of attorney or otherwise, any of the money payable under the Contract unless written consent of *Owner* has been obtained. No right under the Contract, nor claim for any money due or to become due shall be asserted against *Owner*, or persons acting for *Owner*, by reason of any so-called assignment of the Contract or any part thereof, unless such assignment has been authorized by the written consent of *Owner*. In case the *Contractor* is permitted to assign monies due or to become due under the Contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the work.

## 2.21 RIGHT OF OWNER TO TERMINATE CONTRACT

*Owner*, upon written notice, may terminate this Contract, or any part hereof, as a result of the *Contractor's* failure to render to the satisfaction of *Owner*, the work and/or services required of it, including progress of the work and such abandonment or termination shall not be deemed a breach by *Owner*. *Owner* shall be the sole determinant in all termination for cause issues. The *Contractor* shall not be entitled, nor shall *Owner* give any consideration to claims for any costs or for loss of anticipated revenue(s), including overhead and profit, due to the abandonment or termination of this Contract, or any part hereof, by *Owner* for cause.

*Owner* shall determine the amount of work satisfactorily performed by the *Contractor* and *Owner's* evaluation shall be used as a basis to determine the amount of compensation due the *Contractor* for this work.

Termination by *Owner* for cause, default, or negligence on the part of the *Contractor* shall be excluded from the foregoing provision; termination costs shall not apply. *Owner* reserves the right to make award on all items, or on all of the items, which are in the best interests of the *Owner*.



## 2.22 LAWS AND ORDINANCES

The laws of the State of Utah shall govern any contract executed between the successful *Contractor* and *Owner*. Further, the place of performance and transaction of business shall be deemed to be in the County of Utah, State of Utah, and in the event of litigation, exclusive venue and place of jurisdiction shall be the State of Utah, and more specifically, the district court of Utah County, Utah.

## 2.23 PATENTS

The *Contractor* hereby agrees to defend, indemnify and hold harmless the *Owner* from and against any and all liability, loss, or damage and to reimburse the *Owner* from and against any cost or expense to which the *Owner* may be put because of claims or litigation on account of infringement or alleged infringement of any letters, patent or patent rights, or copyright by reason of the services, work, processes, materials, equipment or other items used by the *Contractor* in its performance of this agreement. Final payment to the *Contractor* by *Owner* will not be made while any suit or claim remains unsettled.

## 2.24 CONFIDENTIAL MATTERS

All data and information gathered by the *Contractor*, and all reports, recommendations, documents, and data shall be treated by the *Contractor* as confidential. The *Contractor* must agree not to communicate and disclose the aforesaid matters to a third party or use them in advertising, publicity, or propaganda and/or in another job or jobs, unless prior written consent is obtained from *Owner*.

## 2.25 FORCE MAJEURE

"FORCE MAJEURE" shall be considered to be an act of God, fire, or explosion that, due to its consequences, threatens to delay the timely performance of the parties' obligations hereunder. Whenever either party has knowledge of any event of Force Majeure or other situation that is delaying or threatens to delay the timely performance of any obligation called for by this Contract, that party shall immediately give written notice thereof, including all relevant information with respect thereto, to the other party.

Neither party to this Contract shall be liable for delay or failure to perform pursuant to the terms of this Contract, if and to the extent such delay or failure is due to the event of Force Majeure as defined above provided that:

- 2.25.1 Neither party may claim the benefit of this section unless the delay or failure to perform is due to causes beyond its control and without its fault or negligence; and
- 2.25.2 Any delay or failure by a *Contractor* or subcontractor at any tier of either party shall not be excusable unless such delay or failure arises out of causes beyond the control of *Contractor*, and the services to be furnished by *Contractor* or subcontractor are not obtainable from other sources at comparable costs in sufficient time to permit its commitments to be met pursuant to this Contract.

## 2.26 BONDS - PERFORMANCE AND PAYMENT BONDS

The Successful *Bidder*/*Contractor* will be required to furnish both a Performance Bond and a Payment Bond for the work as required by *Lehi City* in Attachment A and Attachment B, each in an amount the contract for the faithful performance and payment of all *Contractor*'s obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. *Contractor* shall also furnish such other Bonds as are required by the Contract Documents.

All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Accept-able Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

If the surety on any Bond furnished by *Contractor* is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Utah, *Contractor* shall within 20 days thereafter substitute another Bond and surety.

## 2.27 CHANGE ORDER

Any change in the scope or description of service, or in the contract price, shall be executed by written order of *Owner*. This shall not affect the validity of the contract or any terms or conditions not changed thereby. *Owner* may ask *Contractor* to perform additional work that is not covered under the contract bid units by executing a change order.

#### **2.28 LIQUIDATED DAMAGES (See Section 3.5, Schedule Compliance for Contract Dates)**

*Bidder* agrees to deliver service as quoted in this bid. Failure to deliver and install as quoted constitutes an event of default. The actual damages to *Owner* for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the vendor shall pay to *Owner*, liquidated damages for each calendar day of delay, an amount of \$100.00 per day, up to a maximum of thirty (30) calendar days. Should the vendor be unable to complete the delivery at the end of the thirty (30) day period, *Owner*, at its option, may treat the contract as breached, terminate the contract, enter into new agreement with another contractor, and charge the full increase, if any, in cost and handling for such change to the defaulting contractor, and seek such additional relief as provided by law. The contractor shall not be charged for liquidated damages when delay arises out of causes beyond control and without the fault or negligence of the contractor.

#### **2.29 MOBILIZATION**

All costs associated with mobilization should be included in the bid.

**SECTION 3: SPECIAL REQUIREMENTS****3.1 GENERAL DESCRIPTION OF THE WORK**

The *Owner* desires to select a *Contractor* to remove and replace city sidewalk, curb, gutter, and various other structures within the city. All work will be inspected by *Owners* Inspector, Wade Allred 801-836-1106 or *Owners* designee.

A general description of the work to be performed by the *Contractor* to Lehi City standards is proposed as follows:

1. Removal and replacement of damaged or missing concrete within the City. Flat work, curb gutter and also structural footings and foundation walls.
2. Maintenance on areas that are deemed safety hazards.
3. Maintenance on areas that have received unforeseen damage due to utility work.

Contractor must have the ability to complete the work within ten days upon receipt of a request from the City in writing. In cases of emergency, Contractor must complete the work within forty-eight (48) hours. After a request is made, Lehi City reserves the right to cancel or to postpone any requested work for any reason by giving the Contractor no less than two (2) business days' notice and Lehi City will not be liable for any costs incurred by Contractor due to a cancelled request.

The *Contractor* will supply all materials, labor and equipment in order to complete the construction of this project. All costs in connection with the work for furnishing equipment and appurtenances; providing all construction equipment, and tools; and performing all necessary labor to fully complete the work, shall be included in the bid unit prices. Any equipment used that isn't approved by Lehi City in advance may be considered grounds for the immediate termination of the contract.

**3.2 CODE COMPLIANCE**

All work shall conform to the requirements of the construction standards and practices of the *City*; as per the Lehi City 2009 development standards and the *Owner's* drawings, plans, and standard Specifications.

**3.3 CONSTRUCTION DRAWINGS**

A typical construction details and drawings for the work are provided for as Attachment "D". The *Contractor* will adhere to all notes, comments and descriptions on the drawings.

**3.4 CONTRACTORS QUALIFICATIONS**

The *Contractor* shall demonstrate suitable qualifications, licenses, certifications, experience and knowledge in installing distribution facilities. The *Contractor's* personnel shall be fully qualified trade personnel trained, certified and licensed to do the work described herein.

The *Contractor* shall provide suitable equipment to complete the work as required to the satisfaction of Lehi City Street Department. All equipment shall be tested and certified to perform said work.

**3.5 SCHEDULE COMPLIANCE**

Compliance with the schedule and timely completion of bid shall be the responsibility of the *Contractor*. Failure to start or complete assigned work within the schedule shall result in liquidated damages (see Section 2.29). Should delays or unforeseen field conditions cause extra work, it shall be the responsibility of the *Contractor* to notify the *Owner* of these conditions. If these conditions were not taken into account, the *Owner* may extend the schedule period as is appropriate for the extra work involved at the sole judgment of the *Owner*.

**3.6 RIGHT-OF-WAY / EASEMENTS**

The necessary right-of-way or easements for the construction of the projects will be provided by the *Owner*. The *Contractor* shall confine its construction operations within said right-of-way or easements and to the immediate vicinity of construction as shown on the plans, and shall use care in placing construction tools, equipment, excavated materials and

construction materials and supplies, so as to cause the least possible damage to property and interference with traffic. The placing of such tools, equipment, and materials shall be subject to the approval by the *Owner*.

### 3.7 EQUIPMENT STORAGE AND STAGING

The *Contractor* shall determine the extent of the work schedule based on meeting the project dead line as bid. Normal working hours for *Owner* are Monday through Saturday, Dawn to Dusk. However, if any Governing Authority of the *Owner* shall mandate a modified work week during the terms of the Contract, those new hours will become the normal work hours.

### 3.8 EQUIPMENT STORAGE AND STAGING

The *Contractor* will be permitted to use available space belonging to the *Owner* for the storage of materials and equipment. The location and extent of the areas so used shall be designated and approved by the *Owner*.

If it is necessary or desirable that the *Contractor* use land outside of the *Owners* property, the *Contractor* shall obtain consent from, and shall execute a written agreement with the owner and tenant of the land. The *Contractor* shall not enter for or occupy for any other purpose with workers, tools, equipment, materials, construction materials, delivery or with materials excavated from the trench, and private property outside the designated right-of-way boundaries without written permission from the property owner and tenant.

### 3.9 RESONSIBILTIY FOR MATERIAL

The *Contractor* shall be responsible for all materials furnished and/or accepted by *Contractor* and shall replace at its own expense all such material damaged or lost in handling. This shall include the furnishing of all material and labor required for the replacement of installed material whose installation is discovered to be defective prior to the final acceptance of the work.

### 3.10 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, guard posts, and other surface structures affected by construction operations, together with all sod, trees, landscaping and shrubs in yards and parking removed or damaged, shall be restored to their original condition as determined and approved by the *Owner*, whether within or outside the *Owners* right-of-way. All replacement materials shall be made with new material furnished by the *Contractor*.

The *Contractor* shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character which may be caused by transporting equipment, materials, or men to or from the work or any part or site thereof, whether by him or his subcontractors. The *Contractor* shall make satisfactory and acceptable arrangements with the owner of or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement or payment of costs incurred in connection with the damage. Contractor to arrange all road closure permits and scheduling through the Lehi City Public Works Department (801) 768-4833.

### 3.11 TRAFFIC CONTROL

The *Contractor* shall conduct its work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the *Contractor*, after coordination with the *Owner* shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to *Owner* of private drives before interfering with them. Such maintenance of traffic will not be required when the *Contractor* has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point. In making open cut street crossings, the *Contractor* shall not block more the one-half of the street at a time. Both Police and Fire must be notified of any street crossings or roads that are partially blocked. Whenever possible the *Contractor* shall widen the shoulder on the opposite side to facilitate traffic flow. The *Contractor* shall follow all laws on signage and procedures in working in the street.

### 3.12 BARRICADES AND LIGHTS

All streets, roads, highways, and other public thoroughfares which are closed to traffic shall be protected by means of effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section. All barricading to be at *Contractor's* expense. All open holes and other excavations shall be provided with suitable barriers, signs, and lights to the extent that adequate protection is provided to the public. Obstructions, such as material, poles and equipment, shall be provided with similar warning signs and lights.

All barricades and obstructions shall be illuminated by means of warning lights at night. All lights used for this purpose shall be kept burning from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the work at all times shall be so conducted as to cause the minimum obstruction and inconvenience to the traveling public. All barricades, signs, lights, cement barriers, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and , where within highway right-of-way, as required by the authority having jurisdiction thereover.

### 3.13 REPORTS TO THE OWNER

The *Owner* may request from time to time status reports for the project. This report should include estimated time of completion for each assigned project, all conflicts and expected project delays or other items as deemed necessary by *Owner* to determine contract compliance.

### 3.14 JOB CONDITIONS

*Contractor* shall verify drawings and dimensions with actual field conditions and inspect related work and adjacent surfaces.

The exact location of all existing utilities, landscaping, irrigation systems and structures, which may not be indicated on the drawing, shall be determined by the *Contractor* and shall conduct the work so as to prevent interruptions of service and damages to them. The *Contractor* shall protect existing structures, systems, landscaping and utilities and be responsible for their replacement of damaged.

The *Contractor* shall keep the premise free of rubbish at all times and shall arrange so that the material will not interfere with the operation of the project. All unused material, rubbish and debris shall be removed from the site.

The *Contractor* shall perform all excavation as required of the work, including shoring of earth banks, as needed. Trenches are to be opened, vertical sided trenches wide enough to provide free working space around the pipes and to provide ample space for back filling and compacting. The *Contractor* to restore of all surfaces, existing underground installation, etc. to their original condition. Trenches located under paving and concrete shall be compacted in layers of 95% compaction. All trenches are to be compacted to avoid sinking or shrinkage of the landscape.

### 3.15 ACCEPTANCE AND PAYMENT

The completion of work will be accepted and recorded when all work is completed to the satisfaction of the *Owner*. Upon acceptance by *Owners* inspector the *Contractor* may bill the *Owner*. A 5% retainage will be kept by *Owner* until all punch list items and complaints by customers are completed .

# CONCRETE REMOVAL/REPLACEMENT SERVICES LEHI CITY

## SECTION 4: BID FORM

The *Bidder* shall furnish all required material, labor, tools, machinery, and equipment for the performance and completion of the work.

Name of Bidder

\_\_\_\_\_

Address of Bidder

\_\_\_\_\_

\_\_\_\_\_

The undersigned as *Bidder* proposes and agrees, if this bid is accepted, to complete all required construction as described in this Bid Document for consideration stated.

The *Bidder* is to complete the attached UNIT PRICING FORM and submit as a requirement of the BID. Prices provided for in the UNIT PRICING FORM will be used to bill and make adjustments for work. All unit pricing as noted should include any associated overheads, administrative fees, profits, etc. in the submitted unit prices. Any individual job total the exceeds \$75,000 will require written approval from the City Street Superintendent, Any total contract amount that exceeds \$500,000 will require written approval from City Public Works Director.

The undersigned, as *Bidder*, hereby declares that the only person or firms interested in the bid as principal or principals is or are named herein, and that no other persons or firms than herein mentioned have any interest in this bid or in the contract to be entered into, that this bid is made without connection with any other person, company or parties making a bid; and that it is in all respects for and in good faith without collusion or fraud.

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within fourteen (14) days after the date of opening bids, or any time thereafter before this bid is withdrawn, the undersigned will within five (5) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a contract in the form of the Contract attached.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered (if different from above): \_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

### SIGNATURE OF BIDDER

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**Attachment "A"**

**PAYMENT BOND**

(Title 63, Chapter 56, U.C.A. 1953, as Amended)

**KNOW ALL PERSONS BY THESE PRESENTS:**

That \_\_\_\_\_ hereinafter referred to as the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ authorized to do business in the State of Utah and U.S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of \_\_\_\_\_, hereinafter referred to as the "Surety," are held and firmly bound to the City of Lehi, hereinafter referred to as the "Obligee," in the amount of \_\_\_\_\_ for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2012, to remove/replace city sidewalk, curb, gutter, and other structures in the City of Lehi, State of Utah, Project No. 12-001, which contract is hereby incorporated by reference herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then at the City's sole discretion, this obligation may terminate, and the bond, exonerated and released; otherwise it shall remain in full force and effect for a period of one year. Also that proof of release of all liens will be required before the bond may be released.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of any of the Contract Documents or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of any of the Contract Documents or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on the Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

WITNESS OR ATTESTATION:

PRINCIPAL: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

WITNESS OR ATTESTATION:

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

(SEAL)

STATE OF \_\_\_\_\_)

) ss.

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_, whose identity is personally know to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

My commission expires: \_\_\_\_\_

Resides at: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



**Attachment "B"**

**PERFORMANCE BOND**

(Title 63, Chapter 56, U.C.A. 1953, as Amended)

**KNOW ALL PERSONS BY THESE PRESENTS:**

That \_\_\_\_\_ hereinafter referred to as the "Principal," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ authorized to do business in the State of Utah and U.S. Department of the Treasure Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of \_\_\_\_\_, hereinafter referred to as the "Surety," are held and firmly bound to the City of Lehi, hereinafter referred to as the "Obligee," in the amount of \_\_\_\_\_ for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written Contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2012, to remove/replace city sidewalk, curb, gutter, and other structures in the City of Lehi, State of Utah, Project No. 12-001, which contract is hereby incorporated by reference herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents, including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, unless otherwise stated in the contract specifications, and the terms of the Contract as said Contract may be subject to modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of any of the Contract Documents or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of any of the Contract Documents or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

No right of action shall accrue on this bond for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties. The parties also agree that this bond will remain in effect until the Obligee certifies, in writing at the completion of the warranty period, that the principal has met the full obligation.

**PROVIDED, HOWEVER**, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on the Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

WITNESS OR ATTESTATION:

PRINCIPAL:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

WITNESS OR ATTESTATION:

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

(SEAL)

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_, whose identity is personally know to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2012.

My commission expires: \_\_\_\_\_

Resides at: \_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC

**Attachment “C”**

**Attachment “D”  
Specifications**