Nibley City

Nibley City
Regional Drain Line

Contract Documents and Specifications

Date: **November 3, 2026**

PROJECT MANAGER

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CIVIL ENGINEER

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BID REQUEST

Sealed bids will be received by Nibley City at Nibley City Hall, 425 West 3200 South, until **2:00 pm, December 2, 2026**, for:

Nibley City Regional Drain Line

Bid opening will be held immediately after the bid closure on the above date in the:

Nibley City Hall Meeting Room

Specifications are available on the Nibley City web page and on file in the office of the City Engineer, 625 West 3200 South, Nibley, Utah, and copies may be obtained by prospective bidders. Contractors should be prepared to submit documentation with their PROPOSAL as outlined in the INSTRUCTIONS FOR BIDDERS as a part of a Contractor Qualification Process.

A Bid Bond, or cashier's check for 5% of bid, payable to Nibley City, must accompany each bid, along with a proposed SCHEDULE FOR CONTRACT COMPLETION. Upon award of the bid, a PAYMENT BOND and a PERFORMANCE BOND will be required for 100% of any bid which exceeds $5,000.

Questions regarding bid, please contact Tom Dickinson at tomd@nibleycity.gov

The right is reserved by Nibley City to reject any or all bids.

Dated this November 3, 2026

INSTRUCTIONS TO BIDDERS

Bids will be received by **NIBLEY CITY** (herein called "Owner"), at 425 West 3200 South, Nibley, Utah until **2:00 p.m.** on **December 2, 2026** and then immediately after the bid closure publicly opened and read aloud.

During the Bidding period all questions pertaining to the project or bid shall be submitted in writing by November 30, 2026 to tomd@nibleycity.gov. The responses to these questions will be posted daily on the Nibley City website. The website address is: https://nibleycity.com/public-works/

Each Bid must be submitted in a sealed envelope addressed to Nibley City, 425 West 3200 South, Nibley, Utah. Each sealed envelope should bear on the outside the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the owner at the address above.

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

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

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

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

Each BID must include a detailed SCHEDULE FOR CONSTRUCTION COMPLETION showing the anticipated beginning date, the nature and sequence of construction activity including SWPPP implementation, obtaining permits, and the approximate completion date. The time to complete the work shall be less than or equal to the time allowed to complete the work as shown on the PROPOSAL form but shall not exceed the time allowed for completion as shown on the PROPOSAL form. Any BID which does not include a SCHEDULE FOR CONSTRUCTION COMPLETION shall be considered non-responsive and shall be returned to the BIDDER without being read. If the TOTAL one or more BIDS submitted is within 5% of the lowest submitted BID, the bid may be awarded to the BIDDER with the earliest start time and/or the shortest, reasonable time for completion, as agreed upon by the Owner of the project.

Liquidated Damages are a part of this Contract. The only way to extend the completion date for a project is by CHANGE ORDER. If the work is not completed by the completion dates as set by the approved SCHEDULE FOR CONTRACT COMPLETION submitted, or as adjusted by CHANGE ORDER, Liquidated Damages will be imposed for every day, Sundays and City observed holidays excluded, that the work proceeds past the completion date, including time to complete the "Punch List" items.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and review of the Drawings and Specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The Owner shall provide to Bidders prior to bidding, all information which is pertinent to, and delineates and describes, the land owned and easements or rights-of way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor. All questions about the meaning or intent of the Contact Documents are to be directed to the Project Manager. Only questions answered by the formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Each Bid must be accompanied by a BID BOND payable to the Owner for five percent of the total amount of the Bid. As soon as the bid prices have been compared, the Owner will return the Bid Bonds of all except the three lowest responsible Bidders. When the Contract for Construction is executed, the Bid Bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, at which time it will be returned. A certified check may be used in lieu of a Bid Bond.

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

The party to whom the Project is awarded will be required to execute the CONTRACT FOR CONSTRUCTION and obtain the PERFORMANCE BOND AND PAYMENT BOND and PROOF OF INSURANCE within the (10) calendar days from the date when NOTICE OF AWARD is delivered to the Bidder. The NOTICE OF AWARD shall be accompanied by the necessary CONTRACT FOR CONSTRUCTION and Bond forms. In case of failure of the Bidder to execute the CONTRACT FOR CONSTRUCTION, the Owner may at his option consider the Bidder in default, in which case the BID BOND accompanying the Proposal shall become the property of the Owner.

The Owner within sixty days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and CONTRACT FOR CONSTRUCTION signed by the party to whom the Contract was awarded shall sign the Contract and return to such party an executed duplicate of the Contract. Should the Owner not execute the Contract within such period, the Bidder may by written notice withdraw his signed Contract. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The NOTICE TO PROCEED shall be issued within ten (10) calendar days of the execution of the CONTRACT FOR CONSTRUCTION by the Owner. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the Owner and Contractor. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the part of either party.

The Owner may make such investigations as the Owner deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data the Owner may request. The Owner may reject any Bid if the evidence submitted, or an investigation of such Bidder fails to satisfy the Owner that the Bidder will complete the work contemplated therein or if Bidder fails to furnish requested information.

A conditional or qualified Bid will not be accepted.

Award will be made according to Nibley City Code.

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

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents, including SPECIAL PROVISIONS and the NIBLEY CITY ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

PROPOSAL

Bids will be received at Nibley City, City Hall located at 425 West 3200 South, Nibley, Utah.

Dear Sir:

The undersigned, after having personally and carefully examined the Plans, Specifications and location which are a part hereof, proposes and agrees to furnish all materials, labor, equipment, and transportation necessary to install ready for service and to the satisfaction of the City Engineer for Nibley City, in accordance with the Plans and Specifications which are a part hereof, all items included in the **Nibley City Regional Drain Line** in consideration of the unit prices totaling to the lump sum of $_____ and further agree to complete the work within the time specified in the SCHEDULE FOR CONTRACT COMPLETION after being notified by the City Engineer to commence the work. Contractor further agrees to pay as liquidated damages, the sum of **$500** for each consecutive day after Final Completion dates noted in SCHEDULE FOR CONTRACT COMPLETION.

It is understood that the quantities stated are approximate only and are for the purpose of comparing Bids and fixing the amount of Bonds, and the payments will only be made on the basis of unit prices of the actual quantities, as determined by the Owner's Engineer in the completed work. It is further understood that the quantities will be increased or decreased as necessary to maximize the benefit of the existing budgets.

It is hereby agreed that Nibley City has the right to reject this proposal or to award the work to the undersigned at the sum stipulated, if action is taken within thirty (30) days after opening of Bids.

The Contractor hereby acknowledges receipt of the following Addenda:_____
_____

_____ _____
Date Contractor

BID SCHEDULE

Item	Description	Unit	Quantity	Unit Price	Item Price
1	Mobilization	Lump Sum	1		
2	Survey	Lump Sum	1		
3	Storm Water Pollution Prevention Plan (SWPPP)	Lump Sum	1		
4	Demolition, Removal, Excavation/Site Fill, Grading, and Preparation	Lump Sum	1		
5	3x3 Junction Box	Each	11		
6	5x5 Junction Box	Each	2		
7	24-inch Waterman Wheel Gate	Each	3		
8	12-inch Slide Gate with Extension(s)	Each	5		
9	24-inch Slide Gate with Extension(s)				
10	Weir Wall at Junction Box	Each	2		
11	Galvanized Steel Weir Plate	Each	1		
12	24-inch Piping	Lineal Foot	2865		
13	15-inch Piping	Lineal Foot	466		
14	12-inch Piping	Lineal Foot	135		
15	10-inch Piping	Lineal Foot	76		
16	10-inch 90* Bend	Each	2		
17	24-inch Flared End with Trash Grate	Each	3		
18	Connect Pipe to Existing Box	Each	3		
19	Landscaping and Irrigation	Lump Sum	1		

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

General Description of Measurement and Payment

1.2 GENERAL ITEMS

1. Units of measurement are listed in the bid schedule.

See measurement and payment procedures in APWA Section 01 29 00.

Unit of Measure: Refer to the measurement and bid item that identifies the unit of measurement to be used for unit price items.

1.3 SCHEDULE OF BID ITEMS

1. MOBILIZATION
   - A. Measurement will be lump sum complete. Payment shall be:
     1. 50% at first pay estimate; and
     2. 50% at final pay estimate
   - B. Payment covers cost of mobilization, installation of all temporary facilities and bringing all necessary construction equipment to the site. Upon completion of the Work any unpaid amount of the original contract for the separate item of mobilization and temporary facilities will be paid. Also includes: any and all temporary facilities including but is not limited to water, power, fencing (permanent or temporary), fence removal as required, solid waste disposal, sanitation facilities, and any other temporary facilities or utilities, etc., and all other items not covered in other bid items.

2. SURVEY
   - A. Measurement shall be lump sum complete. Payment shall be:
     1. 25% at first pay estimate;
     2. 50% at 75% completion pay estimate;
     3. 25% at final pay estimate.
   - B. The unit price to be paid for this item shall be considered compensation in full for all labor, materials and equipment necessary to Provide Surveying for Project by a Licensed Surveyor to include survey control verification, construction staking, quantity verification, and as-built survey including the preparation and delivery of record drawings.
   - C. Bid price includes all labor, products, tools, equipment, transportation, services and incidentals associated with establishing and providing survey and support for utility providers as needed for maintenance, relocation, new installation, etc. as part of this project.

3. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
   - A. Measurement will be lump sum complete.
   - B. Payment shall be:
     1. 50% at first pay estimate; and

2. 50% at final pay estimate

C. Payment covers all cost associated with preparation, in cooperation with Nibley City, and implementation of a storm water pollution prevention plan (SWPPP) and acceptable best management practices acceptable to Nibley City Storm Water Inspector throughout the duration of the project and until the site reaches 'Permanent Stabilization".

D. Payment includes labor, materials, equipment, and costs associated with implementing and maintaining compliance with all requirements of the General Permit for Construction Dewatering and Hydrostatic Testing (UTG070000) as required by the State of Utah Division of Water Quality, Department of Environmental Quality, and payment includes all costs associated with design and implementation of collection, treatment, monitoring, inspecting, and testing requirements of the General Permit for Construction Dewatering and Hydrostatic Testing (UTG070000) as required by the State of Utah Division of Water Quality, Department of Environmental Quality.

E. Bid price includes cost of: State of Utah Division of Water Quality NOI, NOT, and State of Utah Division of Water Quality Construction Dewatering and Hydrostatic Testing Permit if needed.

4. DEMOLITION, REMOVAL, EXCAVATION/SITE FILL, GRADING, AND PREPARATION

A. Measurement shall be lump sum complete.

B. Bid price covers all labor, materials, tools, equipment, transportation, services, incidentals, and other items required to demolish, remove, excavate, transport, and dispose of existing structures, piping, debris, materials, organic materials, and preparation/fill materials necessary to complete the project.

C. Bid price covers all labor, materials, tools, equipment, transportation, services, incidentals, and other items required for site fill and grading in accordance with project plans.

D. Bid price includes cost of demolition, removal, excavation, site fill, site preparation, transport and disposal of materials from the project to a location selected by Contractor.

E. This bid item is intended to cover incidental demolition, removal, excavation, site preparation, site filing, and final grading not specifically identified under other bid items.

5. 3X3 JUNCTION BOX

A. Measurement made by each with the measurement of junction box made by inside length and width. No adjustment will be made for depth.

B. Bid price covers cost of work and material in constructing and installing
   1. Precast box -APWA as Amended by Nibley City Plan No. 332
   2. Structure and all components shall be HS-20 traffic rated.

C. Bid price covers cost of incidental work such as saw cutting; additional excavation outside the typical trench section due to the additional size of the structure, connection to existing or new pipe, installation of concrete collars, adjustment of frame and cover to final grade, and placement of backfill.

D. Bid price covers cost of supplying, installing, and compacting crushed aggregate base fill as leveling material and foundation material.

E. Bid price includes cost of supplying, modifying if necessary, and installing

galvanized grate and frame.

F. Bid price includes cost of making any and all connections to new and existing piping.

6. 5X5 JUNCTION BOX

A. Measurement made by each with the measurement of junction box made by inside length and width. No adjustment will be made for depth.

B. Bid price covers cost of work and material in constructing and installing
   1. Precast box - APWA as Amended by Nibley City Plan No. 332
   2. Structure and all components shall be HS-20 traffic rated.

C. Bid price covers cost of incidental work such as saw cutting; additional excavation outside the typical trench section due to the additional size of the structure, connection to existing or new pipe, installation of concrete collars, adjustment of frame and cover to final grade, and placement of backfill.

D. Bid price covers cost of supplying, installing, and compacting crushed aggregate base fill as leveling material and foundation material.

E. Bid price includes cost of supplying, modifying if necessary, and installing galvanized grate and frame.

F. Bid price includes cost of making any and all connections to new and existing piping.

7. 24-INCH WATERMAN WHEEL GATE

A. Measurement made by each.

B. Bid price covers cost of work and material in installing 24" Waterman Industries canal gate Model C-10, or approved equal attached to inside wall or weir of junction box, weir wall, or structure.

C. Bid price includes all materials and labor to securely mount handwheel 36 inches above top of grate.

D. Bid price includes materials and labor hardware, modifications to grates, and appurtenances necessary to operate the gate without removal of the grate.

8. 12-INCH SLIDE GATE

A. Measurement made by each.

B. Bid price covers cost of work and material in installing slide gate for 12-inch pipe opening similar to Waterman Industries Model C-8 Slide Ditch Gate or approved equal attached to inside wall of junction box or structure.

C. Bid price includes materials and labor to install frame, handles, extensions, hardware, modifications, and appurtenances necessary to operate slide gate without removal of the grate.

9. 24-INCH SLIDE GATE

A. Measurement made by each.

B. Bid price covers cost of work and material in installing slide gate for 12-inch pipe opening similar to Waterman Industries Model C-8 Slide Ditch Gate or approved equal attached to inside wall of junction box or structure.

C. Bid price includes materials and labor to install frame, handles, extensions, hardware, modifications, and appurtenances necessary to operate slide gate without removal of the grate.

10. WEIR WALL AT JUNCTION BOX

A. Measurement made by each.
B. Bid price covers cost of work and material, labor, and appurtenances to provide and install weir at junction boxes at locations shown in plans.
C. This bid item is intended to cover the additional cost to junction boxes requiring weir wall at locations shown on plan.

11. GALVANIZED STEEL WEIR PLATE
A. Measurement made by each.
B. Bid price covers cost of work and material, labor, and appurtenances to provide and install galvanized steel weir plate at junction boxes of size and location shown in plans.

12. 24- INCH PIPING
A. Measurement made per linear foot along center line of pipe.
B. Bid price covers cost of excavation and installation of piping, and supplying, installing, and compacting bedding, foundation, pipe zone, and backfill material per APWA as Amended by Nibley City Plan No. 381 and Plan No. 382.
C. Bid price covers cost of incidental work and material such as removing interfering structures and obstructions, pipe fittings, connections, connecting to new structures, de-watering, subgrade stabilization, shoring and bracing.

13. 15- INCH PIPING
A. Measurement made per linear foot along center line of pipe.
B. Bid price covers cost of excavation and installation of piping, and supplying, installing, and compacting bedding, foundation, pipe zone, and backfill material per APWA as Amended by Nibley City Plan No. 381 and Plan No. 382.
C. Bid price covers cost of incidental work and material such as removing interfering structures and obstructions, pipe fittings, connections, connecting to new structures, de-watering, subgrade stabilization, shoring and bracing.

14. 12- INCH PIPING
A. Measurement made per linear foot along center line of pipe.
B. Bid price covers cost of excavation and installation of piping, and supplying, installing, and compacting bedding, foundation, pipe zone, and backfill material per APWA as Amended by Nibley City Plan No. 381 and Plan No. 382.
C. Bid price covers cost of incidental work and material such as removing interfering structures and obstructions, pipe fittings, connections, connecting to new structures, de-watering, subgrade stabilization, shoring and bracing.

15. 10- INCH PIPING
A. Measurement made per linear foot along center line of pipe.
B. Bid price covers cost of excavation and installation of piping, and supplying, installing, and compacting bedding, foundation, pipe zone, and backfill material per APWA as Amended by Nibley City Plan No. 381 and Plan No. 382.
C. Bid price covers cost of incidental work and material such as removing interfering structures and obstructions, pipe fittings, connections, connecting

to new structures, de-watering, subgrade stabilization, shoring and bracing.

16. 10-INCH 90* BEND
    A. Measurement made by each.
    B. Bid price covers cost of work and material in installing 90* bend at locations noted in plan.
    C. Bid price covers cost of incidental work such as cutting existing pipe, additional excavation outside the typical trench section, connection to new and existing pipe, adjustment to grade, and placement of backfill.
    D. Bid price covers cost of supplying, installing, and compacting crushed aggregate base fill as leveling material and foundation material.

17. 24-INCH FLARED END AND TRASH GRATE
    A. Measurement made by each.
    B. Bid price covers cost of work and material in constructing and installing
        1. Pipe Outfall Round with Flare – APWA as Amended by Nibley City Pla No 323.1
        2. Prefabricated Trash Grate per industry standard.
    C. Bid price covers cost of incidental work such as additional excavation outside the typical trench section, connection to existing or new pipe, adjustment and leveling of pipe end, frame and trash grate to final grade and contouring and final grading.
    D. Bid price covers cost of supplying, installing, and compacting crushed aggregate base fill as leveling material and foundation material.
    E. Bid price includes cost of supplying and installing galvanized grate and frame.
    F. Bid price includes cost of making any and all connections to new and existing pipe.

18. CONNECT PIPE TO EXISTING BOX
    A. Measurement made by each.
    B. Bid price covers cost to connect pipe to existing box or structure. Included in this item are all labor, equipment and materials required to modify and connect pipe to existing box or structure at locations shown in plan.
    C. Bid price covers cost of incidental work such as excavation, saw cutting, connection to existing or box or structure, adjustment of pipe to final grade, installation of concrete collars, and placement of backfill.
    D. Bid price covers cost of supplying, installing, and compacting crushed aggregate base fill as leveling material and foundation material.

19. LANDSCAPING AND IRRIGATION
    A. Measurement shall be lump sum complete. Payment shall be:
        10% at first pay estimate;
        50% at 75% completion pay estimate;
        40% at final pay estimate.
    B. Bid price includes all labor, materials, tools, equipment, transportation services and incidentals associated with installing all landscape and irrigation items in accordance with plans, specifications and details at locations shown on plans.
    C. Bid price includes replacement of landscaping in kind as replacement of disturbed existing landscaping. Disturbed landscaping shall be replaced with

the same; ie. rock at areas where rock previously existed, grass where grass previously existed, etc.

D. Bid price includes all labor, materials, tools, equipment, transportation, services and incidentals associated with providing rock (where applicable) and/or top soil, seeding or laying sod, modifying, and adjusting existing underground irrigation systems where applicable.

E. Bid price includes restoration of existing irrigation systems including heads, rotors, boxes, and valve where applicable.

F. Refer to APWA Specifications as Amended by Nibley City.

CONTRACTOR QUALIFICATION FORM

(List similar projects funded by similar federal funding completed by the Contractor over the past three (3) years)

NAME / DATE OF PROJECT	DOLLAR AMOUNT OF PROJECT	OWNER REFERENCE (NAME AND TELE NO.)	INVOLVEMENT OR ROLE IN PROJECT	COMPLETION	
				ON TIME (YES/NO)	WITHIN BUDGET (YES/NO)

SCHEDULE FOR CONTRACT COMPLETION

TO BE COMPLETED BY CONTRACTOR
Contractor shall provide a detailed Gantt chart or other schedule including all critical dates from notice of award to the final construction approval and a detailed critical path.

Contract Acceptance- The selected contractor will be presented to Nibley City Council for acceptance of a contract to complete the project at the regularly scheduled City Council meeting to be held on **December 10, 2026**.

Substantial Completion- The Work will be substantially completed on or before **June 1, 2027**

Final Completion- The Work will be completed and ready for final payment in accordance with Section 6.03 of the CONTRACT FOR CONSTRUCTION on or before **July 1, 2027.**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal, and _____ as Surety, are hereby held and firmly bound unto as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns. Signed, this _____ day of _____, 20 _____. The Condition of the above obligation is such that whereas the Principal has submitted to _____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NIBLEY CITY REGIONAL DRAIN LINE

NOW, THEREFORE,

(a) If the BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND or bonds for his faithful performance of said contract, and for the payment of all persons performing labors and furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby wave notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)

Principal

Surety

By:

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION:

NIBLEY CITY REGIONAL DRAIN LINE

The Owner has considered the Bid submitted by you for the above described work and you are hereby notified that your bid has been accepted for items in the amount of $_____

You are required by the Instructions to Bidders to execute the Contract for Construction and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Contract or to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

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

The instructions in Paragraph 2.5 of Section 00 72 00 of the APWA Manual of Standard Specifications are expected to be complied with as part of this project. This information is included as Attachment A.

Dated this _____, 20___.

Owner: Nibley City, Utah

By:

Title:

ACCEPTANCE OF NOTICE
Receipt of the above Notice of Award is hereby acknowledged.

This _____ day of _____, 20___.

By:

Title:

Attachment A

APWA Manual of Standard Specifications
2017 Edition

Section 00 72 00

Paragraph 2.5

2.5 **BEFORE STARTING CONSTRUCTION**

A. **In General**: Before starting each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy that CONTRACTOR may discover and shall obtain a written interpretation or clarifications from ENGINEER before proceeding with any work affected thereby.

B. **Submittals:** Within 10 Days after the Effective Date of the Construction Contract, CONTRACTOR shall submit to ENGINEER, in reasonable detail and form acceptable to ENGINEER, copies of the following documents.

1. **Preliminary Progress Schedule**: The preliminary progress schedule shall show starting and completion dates for each construction sequence and:
   a. submittal dates and dates required for approved submittals for shop drawings, product data and samples;
   b. decision dates for products specified by allowances, selection of finishes and critical material or equipment release orders;
   c. product procurement and delivery dates;
   d. holiday cleanup preparations, And
   e. specific dates for all special Inspections required prior to any utilities "turn-on" including temporary power.
2. **Preliminary Shop Drawing Schedule:** A supplemental schedule to the preliminary progress schedule shall show all Shop Drawing submissions required for the Work.
3. **Preliminary Schedule of Values:** The preliminary schedule of values (for Lump Sum Work), which includes provisions set forth in quantities and prices of items aggregating the Contract Price, shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work. Bond expense shall not be prorated, but shall be shown as a separate item.
4. **Mobilization Program:** The site mobilization program shall allow for field office and trailer locations, material storage locations, power requirements for trailers, if any, and sanitary facilities.
5. **Permits:** The listing of, and photocopies of permits that the CONTRACTOR is required to purchase and maintain in accordance with Article 6.7.
6. **Quality Control Program:** The written program for the control of product quality and workmanship.
7. **Safety and Protection Plan:** The safety and protection plan shall comply with Article 6.12.

C. **Field Office:** When specified, the CONTRACTOR shall establish and maintain a field office in such a location that ENGINEER may always contact CONTRACTOR for transmittal of Plans, instructions and dissemination of Project information. Unless waived by ENGINEER, CONTRACTOR shall provide and maintain a telephone and facsimile machine in the field office during work performance.

CONTRACT FOR CONSTRUCTION

This Contract is by and between Nibley City (hereinafter called the OWNER)

and _____ (hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – THE PROJECT

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

NIBLEY CITY REGIONAL DRAIN LINE

- *Construct 24-inch, 15-inch, 12-inch, and 10-inch combined drain and canal piping*
- *Construct associated junction boxes structures*
- *Construct irrigation control structures, gates, etc.*
- *Landscape restoration*

1.02 **ARTICLE 2 – WORK**

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

2.02 CONTRACTOR shall adhere to all road construction safety rules including but not limited to requirements found in the Manual of Uniform Traffic Control Devices (MUTCD) as adopted by the State.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence:

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment:

A. The Work will be substantially completed on or before **June 1, 2027.**

B. The Work will be completed and ready for final payment in accordance with Section 6.03 on or before **July 1, 2027.**

4.03 Liquidated Damages:

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize that it will be impracticable to determine actual damages which OWNER will sustain in the event of or by reason of the delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **$ 500** for each day that expires after the specified time in paragraph 4.02 for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **$ 500** for each day that expires after the times specified in paragraphs 4.02 and 6.03 for completion and readiness for the final payment until the Work is completed and ready for final payment. It is further agreed that the amount stipulated for liquidated damages per day of delay is a fair and reasonable estimate of the damages that would be sustained by OWNER, and CONTRACTOR agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, CONTRACTOR agrees that OWNER may deduct the amount thereof from any money due or that may become due to CONTRACTOR by progress payments or otherwise under the Agreement, or if said amount is not sufficient, recover the total amount.

B. In the event CONTRACTOR shall neglect, refuse, or fail to complete any remaining Work within the Contract time or any proper extension thereof granted by OWNER, OWNER may elect to terminate the Contract by written notice to Consultant.

1. If the Contract is not terminated, CONTRACTOR shall continue performance and completion of the Work and be liable to the City for the liquidated damages until the Work is complete and acceptable under the Contract; and

2. In the event OWNER exercises its right of termination under this section, CONTRACTOR shall be liable to OWNER for liquidated damages until such time OWNER may reasonably obtain completion of the WORK by other reasonable means.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR FOR COMPLETION OF THE Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

A. For all Work, the sum of:

_____ $ _____

(use words) (use figures)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments:

A. CONTRACTOR shall submit Applications of Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage:

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment once each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All payments will be made based on the percentage of job completion, and will be verified by Engineer prior to invoicing:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with the General Conditions:

    a. The OWNER will pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate submitted by the CONTRACTOR and verified by the ENGINEER, including any approved Change Orders, but will not hold retainage.

2. Upon Substantial Completion of the project, the OWNER will pay to 95 percent of the revised contract amount including any approved Change Orders.

6.03Final Payment

A. Items noted on the 'Punch' or Completion List (List) shall be completed within 15 days unless otherwise agreed upon by both the OWNER and CONTRACTOR. Unless an extension is agreed to by both the OWNER and CONTRACTOR, failure to complete the 'List' within 15 days will constitute failure to meet requirements of Substantial Completion resulting in possible Liquidated Damages as described in section 4.03.

B. When all items on any generated 'Punch' or Completion List have been completed, the OWNER will pay the remaining 5 percent of the revised contract amount within 30 days of notification to the OWNER in writing by the CONTRACTOR that all items have been completed. The OWNER shall verify that all items have been completed before final payment is made.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in the General Conditions shall bear interest at the same rate that OWNER's funds accrue interest in the State's treasury account.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

C. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the

general, local, and Site conditions that may affect the cost, progress, and performance of the Work.

D. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

E. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which is identified in the Supplementary Conditions as provided in the General Conditions..

F. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

G. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

H. 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.

I. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

J. 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.

K. CONTRACTOR agrees to register and participate in the Status Verification System to verify the work eligibility status of the CONTRACTOR's new employees that are employed in the state as set forth in Utah Code Section 63G-12-302. Each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified through the Status Verification System the employment status of each new employee of the respective contractor or subcontractor.

L. The Contract Documents are generally sufficient to indicate and convey understanding of

all terms and conditions of performance and furnishing of the work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents:

A. The Contract Documents consist of the following:
   1. Instructions to Bidders
   2. Bid Bond
   3. This Agreement
   4. Performance Bond
   5. Payment Bond
   6. General Conditions, Document 00 72 00 of the APWA Manual of Standard Specifications, 2017 Edition, as modified by the City and herein.
   7. Special Provisions including conditions of grant documents.
   8. APWA Manual of Standard Specifications, including Standard Drawings
   9. Nibley City Standards and Specifications, including Standard Drawings
   10. Addenda (numbers _____ to _____, inclusive)
   11. Insurance and Bond Requirements
   12. Exhibits to this Agreement (enumerated as follows):
      a. Proposal
      b. Bid Schedule
      c. Schedule of Values (for Lump Sum Bid)
      d. Measurement and Payment
      e. Schedule of Project Completion
      f. Contractor Qualification Form
      g. Certificate of Insurance, approved by OWNER's Attorney
   13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
      a. Notice of Award
      b. Notice to Proceed
      c. Written Amendments
      d. Change Orders
      e. Field Orders

B. There are no Contract Documents other than those listed above in this Article 9.

C. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms:

Terms used in this Agreement will have the meanings indicated in the General Conditions

10.02 Assignment of Contract:

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due

may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns:

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party thereto, its partners, successors assign and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Termination for OWNER's Convenience:

A. Upon ten (10) days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, terminate the Contract. In such case, CONTRACTOR shall be paid for (without duplication of any payment amounts or work items):

1. completed and acceptable Work executed prior to the effective date of termination, in accordance with the payment provisions of the Contract Documents; provided, however, that no completed work items shall be paid on a cost-plus basis;

2. reasonable expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work or unacceptable Work (but only those portions of the unacceptable Work that are acceptable and CONTRACTOR shall not be entitled to any compensation for any portions of the Work which are unacceptable), plus fair and reasonable sums for overhead and profit on such expenses; provided, however, that CONTRACTOR shall not be entitled to additional compensation for Work items paid under subparagraph 10.04 A.1. above;

3. costs incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; provided, however, that CONTRACTOR shall not be entitled to additional compensation for Work items paid under subparagraphs 10.04 A.1. and 2. above; and

4. reasonable expenses directly attributable to termination; provided, however, that CONTRACTOR shall not be entitled to additional compensation for Work items paid under subparagraphs 10.04 A. 1., 2. and 3. above.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. Termination under this Subparagraph 10.04 shall not entitle CONTRACTOR to compensation on a cost-plus basis except for items paid under Subparagraph 10.04 A. 2. above.

C. This Article 10.04 shall amend the General Conditions, Document 007200 referenced in Article 9.01 A. 6. by replacing the "Termination for Owner's Convenience" clause contained in 15.2 F. therein.

10.05 Severability:

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision of part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.06 Guarantee Period

The CONTRACTOR agrees to indemnify and save harmless the OWNER from any and all defects appearing or developing in the workmanship or materials performed or furnished under the Contract for a period of **one (1) year after** the date of the written notice from the Engineer recommending final acceptance of the entire project by the OWNER.

10.07 Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly caused this Agreement to be executed on their respective behalves.

This Agreement will be effective on _____, 20___.

OWNER:	CONTRACTOR:
_____	_____
By: _____	By: _____
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____

END OF DOCUMENT

NIBLEY CITY INSURANCE AND BOND REQUIREMENTS

FOR: NIBLEY CITY REGIONAL DRAIN LINE

The Contracting party shall procure and maintain for the duration of the contract insurance and bonds against claims or liability which arises out of or in connection with the performance of the work hereunder by the Contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's bid or proposal.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits not less than:

1. **GENERAL LIABILITY**: $2,000,000 combined single limit per occurrence, personal injury and property damage, $3,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better) to include Products - Comp/OP aggregate of $2,000,000. Limits to apply to this project individually.

2. **PROFESSIONAL LIABILITY:** Not applicable to this project.

3. **AUTOMOBILE LIABILITY**: $2,000,000 per occurrence. "Any Auto" coverage is required.

4. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY**: Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of $100,000 per occurrence.

5. **PAYMENT and PERFORMANCE BONDS:** Contracting party shall provide payment and performance bonds in a form acceptable to the City and in the full amount of the contract.

B. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with an A. M. Best rating of not less than A-: IX, and in the limits as listed in this document, unless approved by the City's Risk Manager, or his designee, **a minimum of five (5) business days prior to bid or proposal deadline**.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to promptly disclose to Nibley City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

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

I. General Liability and Automobile Liability Coverages

A. Nibley City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the Contracting party; premises owned, leased, hired or borrowed by the Contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Nibley City, its officers, officials, employees or volunteers.

B. The Contracting party's insurance coverage shall be a primary insurance as respects to Nibley City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Nibley City, its officers, officials, employees or volunteers shall be in excess of the Contracting party's insurance and shall not contribute with it.

C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Nibley City, its officers, officials, employees or volunteers.

D. The Contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

E. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention exceeding 5% of the policy limits must be declared to and approved by Nibley City. At the option of Nibley City, either (1) the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Nibley City, its officers, officials and employees; or (2) the Contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

F. VERIFICATION OF COVERAGE

Contracting party shall furnish Nibley City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms acceptable to Nibley City before work commences. Nibley City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS

Contracting party shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____as Principal, and _____ , a corporation duly authorized to do a general surety business in Utah, as Surety, are jointly and severally held and bound unto _____ _____.__Hereinafter called the Obligee, in the sum of
dollars ($) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT
WHEREAS, the Principal herein entered into a Contract with Obligee dated
, 20 _____ , which Contract includes and consists of Advertisement for Bids, Information for Bidders, Proposal, Special Provisions, General Conditions, Contract for Construction, Specifications and Plans, all of which are hereinafter referred to as Contract Documents and are attached hereto and made a part hereof and pursuant to the terms and conditions of all of which Principal has undertaken to perform all labor and to furnish all material, tools, and equipment of every kind and nature necessary or required in accordance with the terms and conditions set forth in said Contract Documents, and has undertaken to make payment promptly for all such labor (including all sums required to be paid by the laws of the State of Utah for the benefit and welfare of all workers, including workmen's compensation and unemployment security), all taxes of every kind and nature, and for all materials and services furnished or rendered pursuant to such Contract: and,

WHEREAS, said Principal has agreed to save the Obligee harmless from any claim for damages and injury to property or persons arising by reason of said work, as set out more fully in said Contract Documents, and to do and perform all things in said Contract Documents required in the time and manner and under the terms and conditions therein set forth, and in conformity with all laws, State and National, applicable thereto.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material to Principal or to any subcontractor in the prosecution of the work provided for, and shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made to Principal and/or to

subcontractors, or their assigns, and shall, commencing with the date hereof and continuing for one (1) year after the complete performance of the Contract and the final settlement thereof, save harmless the Obligee, its officers and agents, from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of said work; and shall, in the time and manner and under the terms and conditions prescribed, well and faithfully do, perform, and furnish all labor, materials, and things as by it in said Contract undertaken and as by law, State and National, prescribed, then this obligation shall be void, but otherwise it shall remain in full force and effect.

PROVIDED HOWEVER, that this Bond is subject to the following further conditions:

a) All material suppliers, and all persons who shall supply such laborers, mechanics, or subcontractors with material, supplies, or provisions for carrying on such work, shall have a direct right of action against the Principal and Surety on this Bond, second only to the right of the Obligee under this Bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Utah and insofar as permitted by the law of Utah, such right or action shall be asserted in a proceeding firm, or corporation instituting such action and of all persons, firms, or corporations having claims thereunder, and any other person, firm, or corporation having a claim hereunder shall have the right to be made a party to such proceeding, but not later than one (1) year after, the complete performance of said Contract and final settlement thereof and to have such claim adjudicated in such action and judgement rendered thereon.

b) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action, or proceeding thereon that is instituted later than one (1) year after the complete performance of said Contract and final settlement thereof.

c) The said Surety, for value received, hereby stipulates and agree that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in___ _____, this _____ day of _____, 20 _____ .

_____ (Seal)

_____ (Seal)

_____ (Seal)
Principal

Witnesses:

_____ (Seal)

_____ (Seal)

_____ (Seal)
Surety

Countersigned:

By
Resident Agent

The Attorney-in-Fact (Resident Agent), who executes this Bond in behalf of the surety company, must attach a copy of their power-of-attorney as evidence of their authority.

NOTICE TO PROCEED

Date:

To:

Project: NIBLEY CITY REGIONAL DRAIN LINE

You are hereby notified to commence work in accordance with the Contract for Construction dated _____, 2026. The date of substantial completion of all work is June 1, 2027, and the date of completion and readiness for final payment is July 1, 2027. The Contract for Construction contains a liquidated damages clause for missed milestones, if any, and/or work unfinished by the above dates in the amount of [$500] per day.

Nibley City, Utah
By:

Title:

ACCEPTANCE OF NOTICE
Receipt of the above Notice to Proceed is hereby acknowledged.

By:

Title:

Date:

NIBLEY CITY

CHANGE ORDER FORM

CHANGE ORDER # :_____ DATE _____

PROJECT NAME NIBLEY CITY REGIONAL DRAIN LINE

CONTRACTOR _____

DESCRIPTION:

Item	Description	Total

CHANGE ORDER AMOUNT $_____

TOTAL ADJUSTED CONTRACT AMOUNT $_____

TIME EXTENSION PER THIS CHANGE ORDER: _____

REVISED COMPLETION DATE: _____

Date _____City Engineer _____

Date _____City Manager_____

Date _____Contractor _____

NOTIFICATION OF PROJECT COMPLETION

PROJECT NAME AND LIMITS: NIBLEY CITY REGIONAL DRAIN LINE

CONTRACTOR: _____

SIGNATURE: _____

DATE: _____

This is to certify that as of the above date, all work connected with the above PROJECT, including BID items, CHANGE ORDER items, and PUNCH LIST items have been completed. We further certify that payment for any testing that was required by the project has been paid, including all bacteriological testing of pipe lines.

We hereby request that the Project Manager verify completion of the PROJECT

CONTRACTOR Signature: _____

DATE

(ABOVE TO BE COMPLETED BY THE CONTRACTOR)

- - - -

GENERAL CONDITIONS AND SPECIAL PROVISIONS

TECHNICAL SPECIFICATIONS

As specified in the construction plans general and project specific notes.

STANDARD DRAWINGS

As specified in the construction plans general and project specific notes.

SPECIAL PROVISIONS:

1. CONTRACTOR shall familiarize themselves with all SPECIAL PROVISIONS which are incorporated as part of the CONTRACT FOR CONSTRUCTION.
2. CONTRACTOR shall familiarize themselves with the full construction plan set, especially the general notes and specific notes which take precedence over all conflicts.
3. CONCTRACTOR shall be familiar with canal company period or use and the irrigation schedule for this section of the canal system. The period of use allowed is generally between April 1 and October 31 each year. Construction of this project shall not infringe or interrupt the irrigation watering schedule for users of the College Irrigation Company system without express permission from the College Irrigation Company president Gordon Zilles- 435-881-9298.
4. This project includes work on private properties within a prescriptive easement along the College Irrigation Company canal system. Affected property owners have been notified. The CONTRACTOR shall provide each affected property owner with at least seven (7) days' advance notice before entering their property and shall provide them with periodic updates regarding construction activities affecting them. The CONTRACTOR shall minimize disturbance to private properties and restore all affected areas to their pre-construction condition or better, to the reasonable satisfaction of each property owner.
5. CONTRACTOR shall prepare Stormwater Pollution Prevention Plan meeting local, state, and federal requirements in accordance with Bid Item #3. In addition to project site BPMs compliant with the Construction General Permit (CGP). CONTRACTOR shall install and maintain BMPs specific to protection of receiving waters. CONTRACTOR shall perform and document site inspections once every 7 calendar days AND inspect within 24-hours after a storm event of 0.5 inches for greater in accordance with Section 4.1.3 of the CGP.
6. CONTRACTOR shall maintain access to residents and property owners for the duration of the project. Property owners shall be notified at least 48-hours in advance of any restriction to access their properties.
7. Nibley City owns properties near the work area that are available for staging, storage, and stockpiling materials. Parcel ID 03-162-0000. Additional needs are the responsibility of the CONTRACTOR.
8. Final quantities and project locations will be dependent upon bids and the final budget.