

CITY OF GREEN RIVER, UTAH

CONTRACT DOCUMENTS FOR  
RIVER HISTORY MUSEUM BANK ACCESS  
IMPROVEMENT PROJECT

September 2021



CITY OF GREEN RIVER  
Conae Black  
City Administrator/Recorder  
460 East Main Street  
P.O. Box 620  
Green River, Utah 84525  
435-564-3448 ext.2  
cblack@greenriverutah.com

## ACKNOWLEDGEMENT

These specifications have been prepared under the direction of the following engineers, licensed by the State of Utah:

River Restoration Org  
1234 S. 900 E., Suite 200  
Salt Lake City, UT. 84105

Jason Carey, PE  
Phone: 970.947.9568  
Email: [jasoncarey@riverrestoration.org](mailto:jasoncarey@riverrestoration.org)

No.



The City of Green River has reviewed these documents for compliance with its' standards and specifications:

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Conae Black, City Administrator/Recorder CMC

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CITY OF GREENRIVER  
460 East Main Street  
Green River, Utah 84525

**NOTICE INVITING BIDS**

For constructing  
**RIVER HISTORY MUSEUM BANK ACCESS  
IMPROVEMENT PROJECT**

Located at  
1765 East Main Street  
Green River, Utah 84525

NOTICE IS HEREBY GIVEN that bids will be accepted for the construction of RIVER HISTORY MUSEUM BANK ACCESS IMPROVEMENT PROJECT, and all appurtenant work, in strict accordance with the Contract Documents on file at the office of the City Administrator.

DATE OF OPENING BIDS: The following is a schedule for the bidding process:

1. Advertise September 15, 2021
2. MANDATORY pre-bid conference September 21, 2021 beginning 1:30 p.m. at location of project
3. BIDS due October 8, 2021 @ 3:00 p.m. MST
4. Award Bids October 12, 2021
5. Notice to Proceed October 13, 2021

To be considered one (1) hard copy and one (1) electronic copy of the bid must be submitted to the City of Green River no later than 3:00 p.m. MST and should be addressed as follows:

Conae Black  
460 East Main Street  
P.O. Box 620  
Green River, Utah 84525  
cblack@greenriverutah.com

N-1 LOCATION OF THE WORK: The Work to be constructed is located at the John Wesley Powell River History Museum, 1765 East Main Street, Green River, Utah

N-2 DESCRIPTION OF THE WORK: Work under this Contract generally includes, but is not limited to construction of the following: "General Activities, Care of Water, Rough Grading for Bank Stabilization, Boulder Placement, Stockpiling, Revegetation, and all appurtenant work in accordance with the Drawings and Specifications" prepared by the Engineer, RiverRestoration.org LLC (ENGINEER).

N-3 COMPLETION OF WORK: Time is of the essence. The Work must be completed within 180 calendar days after the commencement date stated in the Notice to Proceed.

N-4 BID SECURITY: Bid Bond is required.

N-5 BIDS TO REMAIN OPEN: The Bidder shall guarantee the Total Bid Price for a period of 60 calendar days from the date of Bid opening

N-6 CONTRACTOR'S LICENSE CLASSIFICATION: The City has determined the Contractor shall possess the following contractor licenses: E-100 Utah General Contractor License. Failure to possess the specified licenses shall render the bid as non-responsive and shall act as a bar to award of the Contract to any bidder not

possessing said license at the time of award.

**N-7 BIDDER'S LICENSING STATEMENT:** The Bidder shall list in the bid, his or her contractor's license number and date of expiration of the contractor's license.

this order are set forth in the Contract Documents.

**PRE-BID CONFERENCE [AND SITE VISIT]:** Prospective bidders must attend a scheduled **MANDATORY** pre-bid conference [and site visit] to address issues of special concern to bidders. The pre-bid conference [and site visit] will begin at **1:30 p.m. on September 21, 2021** at the John Wesley Powell (JWP) Museum, 1765 East Main Street, Green River, Utah. Attention is directed to the condition that questions relating to the technical content of the drawings and specifications cannot be responded to orally, but must be submitted to the City in writing, and all responses will be in the form of written Addenda, which will be sent to all bidders.

**N-8 OBTAINING OR INSPECTING CONTRACT DOCUMENTS:** Each bidder may obtain bidding information and documentation electronically by request. Contact Conae Black at [cblack@greenriverutah.com](mailto:cblack@greenriverutah.com).

Alteration of the bid documents is prohibited. The City of Green River is not responsible for content that is duplicated, copied, distributed, disseminated, published or forwarded by others. Use of the bid documents, or any part thereof, for construction other than the intended project is prohibited; any such user shall be solely liable for such use.

**N-9 PROJECT ADMINISTRATION:** Questions arising subsequent to the issuance of this BID, that could have a significant impact on the responses to the BID, should be submitted to [cblack@greenriverutah.com](mailto:cblack@greenriverutah.com). All such questions should be received October 6, 2021 @ 10:00 a.m. MST. Answers to questions will be given to all Vendors that requested the BID documents.

**CITY OF GREEN RIVER  
INSTRUCTIONS TO BIDDERS**

1. **DEFINED TERMS** - Terms used in these Instructions to Bidders and the Notice Inviting Bids, which are defined in the General Conditions, have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to the City, as distinct from a sub-bidder, who submits a Bid to a Bidder. The term "Engineer or Architect" is further defined in the Supplementary General Conditions."

2. **COMPETENCY OF BIDDERS** - In determining a responsible Bidder, consideration will be given to the quality, fitness and capacity of the Bidder which include, but are not limited to, financial standing and the general competency of the Bidder for the performance of the Work covered by the Bid. In selecting a responsible Bidder, consideration will be given, but not limited to the following:

(a) The Bidder's financial standing.

(b) The Bidder's general competence for performance of Work;

(c) The Bidder's Bid Schedule and General Information bound herein. Bidder shall submit evidence by written Prime Contractor's certified statement listing projects, owners, descriptions, values and completion dates showing that Bidder has provided similar services required pursuant to these Bidding Documents in at least three projects in the last three years.

(d) Bidders may be required to present satisfactory evidence that Bidder has been regularly engaged in the business, or are reasonably familiar therewith, and that Bidders are fully prepared with the necessary capital, materials and machinery to complete the Work, to the satisfaction of the City.

(e) The Bidder shall furnish the City any further information for the above purposes as may be requested by the City.

(f) At the time of the opening bid. Bidder must hold a valid Contractor's license in the State of Utah for the classifications named in the Notice Inviting Bids.

3. **DISQUALIFICATION OF BIDDERS** - More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any Bidder is interested in more than one Bid for the Work contemplated, all Bids in which such Bidder is interested will be rejected. Bidder shall check for addenda on the City of Green River website at [www.greenriverutah.com](http://www.greenriverutah.com). If the Bidder fails to acknowledge all addenda published for this project by signature on City forms by the submission deadline date, Bidder's bid will be considered non-responsive and will be rejected. Failure or refusal to enter into a Contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award.

4. **BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE** - (a) It is the responsibility of each Bidder before submitting a Bid to examine the Contract Documents thoroughly; visit the site to become familiar with local conditions that may affect cost, progress, or performance of the Work; consider federal, state, and local laws and regulations that may affect cost, progress, or performance of the

Work; study and carefully correlate the Bidder's observations with the Contract Documents; and notify the Engineer or Architect of all conflicts, errors, or discrepancies noted in the Contract Documents.

(b) Reference is made to the Supplementary General Conditions for identification of those reports of explorations and tests of subsurface conditions at the site which have been utilized by the Engineer or Architect in the preparation of the Contract Documents. Although such reports are not a part of the Contract Documents, the Bidder may rely upon the accuracy of the technical data contained in such reports. However, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non- technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.

(c) Copies of such reports and drawings will be made available for inspection by the City to any Bidder upon request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in the Supplementary General Conditions, may be incorporated therein by reference.

(d) Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer or Architect by the owners of such underground utilities or others, and the City does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions or the Section entitled "Protection and Restoration of Existing Facilities" of the technical specifications.

(e) Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Articles 4.2 and 4.3 of the General Conditions of the Contract.

(f) Before submitting a Bid, each Bidder must, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

(g) Where feasible, upon request in advance, the City will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submittal of a Bid. The Bidder shall fill all exploration and test holes made by the Bidder and shall clean up and restore the site to its former condition upon completion of such exploration.

(h) The lands upon which the Work is to be performed, the rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easement for permanent structures or permanent changes in existing structures will be obtained and paid for by the City unless otherwise provided in the Contract Documents.

(i) The submittal of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Article 4, herein, entitled: "Bidder's Examination of Contract Documents"

and the Site"; that without exception the Bid is premised upon performing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all the terms and conditions for performance of the Work.

5. INTERPRETATIONS - All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer or Architect. Interpretations or clarifications considered necessary by the Engineer or Architect in response to such questions will be resolved by the issuance of Addenda mailed or delivered to all parties recorded by the Engineer or Architect or the City as having received the Contract Documents. Questions received less than 7 days prior to the date of opening Bids may not be answered. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

6. BID SECURITY, BONDS, AND INSURANCE - If awarded the Work, the contractor will enter into a Contract with the City and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond. Each of said bonds shall be in the amount stated in the Supplementary General Conditions.

7. SUBMITTAL OF BIDS - The Bids shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Bids will not be accepted after the appointed time for opening of bids, no matter what the reason.

10. DISCREPANCIES IN BIDS - In the event that there is more than one Bid Item in the Bid Schedule, the Bidder shall furnish a price for all Bid Items in the schedule, and failure to do so may render the Bid as non-responsive and may cause its rejection. In the event that there are unit price Bid Items in a Bid Schedule and the "amount" indicated for a unit price Bid Item does not equal the product of the unit price and quantity listed, the unit price shall govern, and the amount will be corrected accordingly, and the Contractor shall be bound by such correction. In the event that there is more than one Bid Item in a Bid Schedule and the total indicated for the schedule does not agree with the sum of prices Bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction.

11. MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS - Unauthorized conditions, limitations, or provisos attached to the Bid will render it informal and may cause its rejection as being non-responsive. The completed Bid forms shall be without interlineations, alterations, or erasures. Alternative Bids will not be considered unless expressly called for in the Notice Inviting Bids. Oral, telegraphic, or telephone Bids or modifications will not be considered.

12. LIQUIDATED DAMAGES - Provisions for liquidated damages, if any, shall be as set forth in the Agreement.

13. SUBSTITUTE OR "OR-EQUAL" ITEMS - The Work, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Technical Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer or Architect, application for such acceptance will not be considered by the Engineer or Architect until after the Effective Date of the Agreement. The procedure for submittal of any such application by the Contractor and consideration by the Engineer or Architect is set forth in Section 01300 entitled: "Contractor Submittals" of the Technical Specifications.



14. **AWARD OF CONTRACT** - Award of Contract, if it be awarded, will be based primarily on the lowest overall cost to the City, and will be made to a responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open, unless extended by mutual agreement of the bidders. Any or all bids may be rejected, in whole or in part, when it is determined to be in the best interests of the City.

Unless otherwise indicated, a single award will not be made for less than all the Bid Items of an individual Bid Schedule. In the event the Work is contained in more than one Bid Schedule, the City may award schedules individually or in combination. In the case of 2 or more Bid Schedules, which are alternative to each other, only one of such alternative schedules will be awarded.

15. **EXECUTION OF AGREEMENT** - The Bidder to whom the award is made shall execute a written Contract with the City on the contract form provided, shall secure all insurance, and shall furnish all certificates and bonds required by the Contract Documents within 7 business days after receipt of the contract forms from the City. If the lowest responsive, responsible bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsive, responsible Bidder.

16. **WORKER'S COMPENSATION REQUIREMENT** - The Bidder should be aware that in accordance with laws of the State of Utah, the Bidder shall, if awarded the Contract, be required to secure the payment of compensation to its employees and execute the Worker's Compensation Certification.

# PART I

## BIDDING AND AGREEMENT FORMS, BONDS, AND GENERAL CONDITIONS



RIVER HISTORY MUSEUM BANK ACCESS  
IMPROVEMENT PROJECT  
BID SUBMITTAL CHECKLIST

BID INFORMATION

Bidder: \_\_\_\_\_.

BIDDER'S CHECKLIST

In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements, including those not specifically stated below. Checklist is not a required bid document for submission.

Attach this completed checklist to the outside of the Submittal envelope.

- Indicate on the Bid Form Addenda received.
- Sign Bid Form
- Attach to the Bid Form: Bid Supplement Form - Bid Schedule
- Attach to the Bid Form: Bid Supplement Form -List of Subcontractors
  
- Attach to the Bid Form: Bid Supplement Form - Equipment or Material Proposed to be furnished under the Bid.
- Attach to the Bid Form: Bid Supplement Form -Bidder's General Information

BID (PROPOSAL)

BID TO: CITY OF GREEN RIVER, UTAH

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into Agreement with the City in the form included in the Contract Documents (as defined in Article 4 of the Agreement) to perform the Work as specified or indicated in said Contract Documents entitled:

RIVER HISTORY MUSEUM BANK ACCESS IMPROVEMENT PROJECT,

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

This Bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Instructions to Bidders, and will furnish the insurance certificates, Payment Bond, Performance Bond, and Permits required by the Contract Documents.

Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of which is hereby acknowledged):

Number _____	Date _____
Number _____	Date _____
Number _____	Date _____

Bidder has familiarized itself with the nature and extent of the Contract Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

In conformance with current statutory requirements of the State of Utah, the Bidder shall be insured against liability for worker's compensation before commencing the performance of the work of this contract.

Bidder agrees to all the foregoing, including all Bid Schedule(s), List of Subcontractors, Non-collusion Affidavit, Equipment or Material Proposed, Bidder's General Information, and Bid Bond contained in these Bid Forms, and said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Lump Sum or Unit Bid Price(s) named in the afore-mentioned Bid Schedule(s).

Dated: \_\_\_\_\_ Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

**BID SCHEDULE**  
Schedule of Prices for Construction of

**RIVER HISTORY MUSEUM BANK ACCESS IMPROVEMENT PROJECT**

- A. Bid includes all materials, labor, and incidental items associated with the proposed improvements. Refer to Section 01 29 00, Measurement and Payment for additional information.

PROJECT: River History Museum Bank Access Improvement Project					9-Sep-21	
Bid Schedule						
BASE BID						
Line	Description	Quantity	Unit	Unit Cost	Total Cost	Totals
<b>General Activities</b>						
1	Mobilization/Demobilization/Bonding/Insurance	1	LS			
2	Construction Staking	1	LS			
3	Traffic control	1	LS			
4	Construction Access and Repair	1	LS			
5	Protect in Place (PIP)	1	LS			
6	Demolition Misc Structures	1	LS			
7	Demolition Trees	5	EA			
8	Other site Security	1	LS			
9	Relocate Fiber Optic Line	1	LS			
				<b>Sub Total:</b>		
<b>Care of Water</b>						
10	Erosion and Sediment Control and Spill Prevention and Control	1	LS			
11	Care of Water	1	LS			
				<b>Sub Total:</b>		
<b>Bank Improvements</b>						
12	Clearing and Grubbing	0.60	AC			
13	Bank Excavation and Hauloff	3,390	CY			
14	Excavate and Stockpile Topsoil	482	CY			
15	Furnish Boulder	815	TON			
16	Install Boulder Wall	815	TON			
17	Install Select Boulders	75	TON			
18	8 OZ Non-woven Filter Fabric	1,272	SY			
19	Furnish Natural Stone Steps	21	TON			
20	Install Natural Stone Steps	21	TON			
21	Install Landscape Boulders	102	TON			
22	Compacted Structural Backfill	85	CY			
23	Concrete Sidewalk - 231	4,567	SF			
24	Handrail	231	LF			
25	Concrete Accessible Platform	1	LS			
				<b>Sub Total:</b>		
<b>Site Restoration and Revegetation</b>						
26	Erosion Control Blanket Type 1 w/ Topsoil	223	SY			

27	Transplant Onsite Riparian Vegetation	1	LS			
28	Upland Seed	0.27	AC			
29	Riparian Seed	0.05	AC			
30	Turf Sod	0.08	AC			
31	Hydromulch	0	AC			
32	Tree (10 gal)	9	EA			
33	Shrubs (5 gal)	57	EA			
34	Willow Stakes	60	EA			
35	Irrigation System (Allowance)	1	LS			
				<b>Sub Total:</b>		
Signature:			<b>Construction Total Lump Sum Bid</b>			

The owner reserves the right to increase, decrease or to entirely eliminate any of the bid items as it is determined to be in the best interest of the owner.

END DOCUMENT

**INFORMATION REQUIRED OF BIDDER**

**LIST OF SUBCONTRACTORS**

The Bidder shall list below the name and business address of each subcontractor who will perform Work under this Bid in excess of \$5,000.00, and shall also list the portion of the Work which will be done by such subcontractor. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. The Bidder's attention is directed to the provisions of Article 6.1 of the Supplementary General Conditions, entitled: "Subcontract Limitations," which stipulates the percentage of the Work to be performed with the Bidder's own forces. Failure to comply with this requirement may render the Bid as non-responsive and may cause its rejection.

Work to be Performed	Contractor License Number	Percent of Total Contract	Subcontractor's Name and address
1. _____	_____	_____	_____ _____
2. _____	_____	_____	_____ _____
3. _____	_____	_____	_____ _____
4. _____	_____	_____	_____ _____
5. _____	_____	_____	_____ _____
6. _____	_____	_____	_____ _____
7. _____	_____	_____	_____ _____
8. _____	_____	_____	_____ _____

Add additional sheets, if necessary.





**BIDDER'S GENERAL INFORMATION**

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 8 may cause the Bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e. Items 1 through 9, inclusive) is provided to the City.

1. BIDDER'S name and street address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Responsible Managing Officer (RMO) or Responsible Managing Employee (RME)

\_\_\_\_\_

RMO or RME E-mail address \_\_\_\_\_

2. BIDDER'S telephone number and fax number:

Phone \_\_\_\_\_ Fax: \_\_\_\_\_

3. CONTRACTOR'S license: Primary Classification \_\_\_\_\_

State License Number \_\_\_\_\_

Supplemental license classifications: \_\_\_\_\_

Name of licensee and RMO or RME:

\_\_\_\_\_

4. Name of person who inspected the site of the proposed Work for the Bidder:

Name: \_\_\_\_\_ Date of inspection: \_\_\_\_\_

5. Surety Company and Agent who will provide the required Bonds on this Contract:

Name of Surety \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Surety Company Agent \_\_\_\_\_

Telephone Numbers: Agent \_\_\_\_\_ Surety \_\_\_\_\_

BIDDER'S GENERAL INFORMATION (Continued)

6. ATTACH TO THIS BID the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Contractor.
7. PROVIDE IF REQUESTED a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.
8. ATTACH TO THIS BID a list of 3 projects completed within the last 3 years involving work of similar type and complexity, listing the following data for each project:

(1) Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Superintendent \_\_\_\_\_

Contract Price \_\_\_\_\_

Change Oder Costs \_\_\_\_\_

Description of Project \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Completion Date \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative

\_\_\_\_\_

\_\_\_\_\_

(2) Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Superintendent \_\_\_\_\_

Contract Price \_\_\_\_\_

Change Oder Costs \_\_\_\_\_

Description of Project \_\_\_\_\_

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Completion Date \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative

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(3) Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Superintendent \_\_\_\_\_

Contract Price \_\_\_\_\_

Change Oder Costs \_\_\_\_\_

Description of Project \_\_\_\_\_

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Completion Date \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative

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BID BOND (BID SECURITY FORM)

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto City of Green River, hereinafter called the "City" in the sum of \_\_\_\_\_ dollars (not less than 5 percent of the total amount of the bid)

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform the Work required under the bid schedule of the Contract Documents entitled:

RIVER HISTORY MUSEUM BANK ACCESS IMPROVEMENT PROJECT NOW THEREFORE, if said Principal is awarded a contract by said City, and, within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required Certificates of Insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and City prevails, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_(SEAL)
\_\_\_\_\_(SEAL)
\_\_\_\_\_(SEAL)
(Principal)
\_\_\_\_\_(SEAL)
(Surety)

By: \_\_\_\_\_ (Signature)

By: \_\_\_\_\_ (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

## AGREEMENT

THIS AGREEMENT made this    day of    , in the year 2020, by and between City of Green River, a legal entity organized and existing in Emery County, under and by virtue of the laws of the State of Utah, herein designated as the CITY, and \_\_\_\_\_ hereinafter designated as the CONTRACTOR.

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

### ARTICLE 1 - THE WORK

The CONTRACTOR shall complete the Work as specified or indicated under the Bid Schedule(s) of the:

#### RIVER HISTORY MUSEUM BANK ACCESS IMPROVEMENT PROJECT

The Work is generally described as follows: The work includes furnishing all labor, tools, materials, equipment, transportation, and services required for construction of the above RIVER HISTORY MUSEUM BANK ACCESS IMPROVEMENT PROJECT. The Work generally includes, but is not limited to, the following: "Care of Water and Best Management Practices, Construction Activities along the Green River, Excavation, Bank Stabilization, Planting and all appurtenant work in accordance with the Drawings and Specifications" prepared by the Engineer, RiverRestoration.org LLC (ENGINEER).

### ARTICLE 2 - COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on the date specified in the Notice to Proceed by the CITY, and the Work shall be fully completed within 180 calendar days from the date of the Notice to Proceed.

The CITY and the CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the Work is not completed within the time specified in Article 2. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the CITY the sum of \$500.00 for each calendar day that expires after the time specified above.

### ARTICLE 3 - CONTRACT PRICE

The CITY shall pay the CONTRACTOR for the completion of the Work the sum of \$ \_\_\_\_\_ in accordance with the Contract Documents and the CONTRACTOR's Bid and Bid Schedule(s). The parties understand and agree that this represents full compensation for the Work, and CONTRACTOR accepts all risk, whether known or unknown, anticipated or unanticipated, of increased cost of performance, including but not limited to increased materials cost, regardless of amount.

#### ARTICLE 4 - THE CONTRACT DOCUMENTS

The Contract Documents consist of: Notice Inviting Bids, Instructions to Bidders, Bidder's Licensing Statement, the accepted Bid and Bid Schedule(s), List of Subcontractors, Equipment or Material Proposed, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Notice of Completion, General Conditions of the Contract, Supplementary General Conditions of the Contract, Technical Specifications, Standard Specifications, Drawings listed in The Schedule of Drawings in the Supplementary General Conditions or on the Cover Sheet of the Drawings, Addenda numbers 1 to 1 inclusive, and all Change Orders, and Work Directive Changes which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto, all of which are incorporated herein by reference.

#### ARTICLE 5 - PAYMENT PROCEDURES

The CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions and the Supplementary General Conditions. Applications for Payment will be processed by the Engineer or Architect or the CITY as provided in the General Conditions.

#### ARTICLE 6 - NOTICES

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

#### ARTICLE 7 - MISCELLANEOUS

Terms used in this Agreement which are defined in Article 1 of the General Conditions and Supplementary General Conditions will have the meanings indicated in said General Conditions and Supplementary General Conditions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies 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.

The CITY and the CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES: The bidder, offeror, or contactor represents that it has not: (1) provided an illegal gift or payoff to a city officer or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (3) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Title1, Chapter 11, Section 15 of the City of West Jordan Municipal Code.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this Agreement to be executed the day and year first above written.

CITY OF GREEN RIVER, UTAH

By:

\_\_\_\_\_

Mayor

Attest:

\_\_\_\_\_

City Recorder

Address for giving Notice:

City of Green River  
460 East Main Street  
Green River, Utah 84525

CONTRACTOR:

\_\_\_\_\_

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

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

Address for giving Notice:

\_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

STATE OF UTAH

COUNTY OF EMERY

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me,

\_\_\_\_\_

\_\_\_\_\_, who being by me duly sworn did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_ Residing in \_\_\_\_\_ County, \_\_\_\_\_



WORKER'S COMPENSATION CERTIFICATE

I am aware that every employer in the State of Utah is required to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of Utah Law, and I will fully comply with such provisions before commencing the performance of the work of this contract. I will provide evidence of the above-mentioned insurance.

Contractor: \_\_\_\_\_

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

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \* \_\_\_\_\_, hereinafter called Principal, and  
\*insert "state of incorporation", " corporation", "partnership", or "individual"

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Green River  
460 East Main Street  
P.O. Box 620.  
Green River, UT 84525

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 , a copy of which is hereto attached and made a part hereof for the construction of:

RIVER HISTORY MUSEUM BANK ACCESS  
IMPROVEMENT PROJECT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense

which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety for value received hereby stipulates and agrees 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 wise affect its obligation on the 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.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(Seal)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Principal)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
Witness as to Surety)

---

(Address)

---

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

\_\_\_\_\_, a Utah Corporation  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \* \_\_\_\_\_, hereinafter called Principal, and  
\*insert "state of incorporation", "corporation", "partnership", or "individual"

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Green River  
460 East Main Street  
P.O. Box 620  
Green River, UT 84525

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, a copy of which  
is hereto attached and made a part hereof for the construction of:

RIVER HISTORY MUSEUM BANK ACCESS IMPROVEMENT  
PROJECT

NOW, THERFORE, if the Principal shall promptly make payment to all person, firms,  
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the  
prosecution of the WORK provided for in such contract, and any authorized extension or  
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke,  
repairs on machinery, equipment, and tools, consumed or used in connection with the construction of  
such WORK, and all insurance premiums on said WORK, and for all labor performed in such

WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety for value received hereby stipulates and agrees 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 wise affect its obligation on the 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.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(Seal)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Principal)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_

BY: \_\_\_\_\_

(Attorney-in-Fact)

\_\_\_\_\_  
(Address)

ATTEST:

---

Witness as to Surety)

---

(Address)

---

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

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



NOTICE OF INTENT TO AWARD

		Date:
To:	Owner: City of Green River 460 East Main Street Green River, Utah 84525	
Reference:	Project: River History Museum Bank Access Improvement Project	

You are hereby notified that your Bid dated \_\_\_\_\_ for the above Contract has been reviewed by City staff and that we will be making a recommendation to the City Council of the City of Green River to award the Contract for this project to you. You are the apparent successful bidder; however, actual award of the project is only finalized by approval of the City Council in a regularly scheduled meeting of the City Council.

The purpose in providing you with this Notice of Intent to Award is to satisfy any of your insurance and/or bonding companies who need such a Notice in order to process their documents. City staff will not process a request to approve this Contract and issue a Notice of Award until the following documents have been provided:

1. You must deliver to the City a fully executed counterpart of the Agreement.
2. You must deliver at least one set of the original Payment Bond, Performance Bond, and Insurance Certificate as specified in the Instructions to Bidders, the General Conditions (Article 5), and the Supplementary General Conditions.

You must comply with the following conditions precedent within 14 days of the date of this Notice of Intent to Award; that is, by 10/27/2021.

Failure to comply with these conditions within the time specified will entitle the City to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within 10 days after you comply with the foregoing conditions, the City will return to you one fully executed counterpart of Contract Documents.

CITY OF GREEN RIVER

By Conae Black City Administrator/Recorder





NOTICE OF AWARD

	Date:
To:	Owner: City of Green River 460 East Main Street Green River, Utah 84525
Reference:	Project: River History Museum Bank Access Improvement

You are hereby notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the above-named project.

The Bid Price of your contract is \$ \_\_\_\_\_

You must comply with the following conditions within 10 days of the date of this Notice of Award.

1. You must prepare to attend a pre-construction meeting with the City.
2. You must prepare all needed submittals to begin construction.
3. You must prepare and submit to the Engineer or Architect a Preliminary CPM Construction Schedule, with verifiable job logic, per the provisions of Section 01 32 16 Bar Chart Schedule and Section 01 33 00 Contractor Submittals.

Failure to comply with these conditions within the time specified will entitle the City to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

CITY OF GREEN RIVER

By \_\_\_\_\_,  
Project Manager



NOTICE TO PROCEED

		Date:
To: Attn:	Owner: City of Green River 460 East Main Street Green River, Utah 84525	
Reference:	Project: River History Museum Bank Access Improvement	

You are hereby notified that the Contract Time under the above Contract will commence to run on: \_\_\_\_\_.

By that date, you are to start performing your obligations under the Contract Documents. In accordance with the provisions for "Beginning and Completion of the Work" in the section of the technical specifications entitled, "Summary of Work" the Time or Date of Completion is: \_\_\_\_\_ calendar days after the date of commencement of the Work specified above, or not later than \_\_\_\_\_.

Article 2 of the Agreement provides for an assessment of liquidated damages for each and every calendar day after the above established contract completion date that the Work remains incomplete at the rate of: \$500.00 per day.

Before you start any Work at the site, the Contractor is required to have studied the Contract Documents and verified figures and field dimensions, and must report any observed errors or discrepancies to the Project Manager.

Also, before you may start any Work at the site, you must:

- Submit complete material specification documents for all components of the project for review and approval.
- Submit to the Engineer or Architect the Proposed CPM Schedule called for in Section 01 33 00 "Contractor Submittals" and Section 01 32 16 Bar Chart Schedule."

CITY OF GREEN RIVER  
By:  
Title:

**CHANGE ORDER**



Project:		No.:
Project No.:	Orig. Contract Amt.:	Page 1 of
Contractor:	Prev. Appvd. Changes \$	Days:
Owner: City of Green River	This Change:	Days:
City's Res. Project Rep.:	Revised Contract Amt: \$	Days:
Engineering Inspector:	Total Change Order %	

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order Items for a lump sum price agreed upon between the Contractor and City of West Jordan, otherwise referred to as Owner.

Description of Changes	Increase in Contract Amount (\$)	(Decrease) in Contract Amount (\$)	Contract Time Extension (days)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Totals			
Net Change in Contract Amount (Increase or Decrease)			

The amount of the Contract will be increased / decreased by the sum of \$ and the contract time shall be extended by 0 calendar days. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of that directly or indirectly related to the approved time extension, required to complete the Change Order items. This document will become a supplement to the Contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

RECOMMENDED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Engineer)

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Contractor)

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Contracts Administrator)

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Director of Public Works)

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (City Manager)

## CHANGE ORDER

### INSTRUCTIONS

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#### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Time. Changes that have been initiated by a Work Directive Change must be incorporated into a subsequent Change Order if they affect Price or Time.

Changes that affect Contract Price or Contract Time should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Time, a Field Order may be used.

#### B. COMPLETING THE CHANGE ORDER FORM

Engineer or Architect initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer or Architect has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. The Engineer or Architect should make distribution of executed copies after approval by Owner.

If a change only applies to price or to time, cross out the part of the tabulation that does not apply.



NOTICE OF COMPLETION

Date:	
To:	Owner: City of Green River 460 East Main Street Green River, Utah 84525
Attn:	
Reference:	Project: River History Museum Bank Access Improvement Project
Item of Equipment or Material:	Specification No.:
	Notice of Completion Date:

The work performed under this contract has been inspected by authorized representatives of the City, Contractor, and Engineer or Architect, and the Project (or specified part of the Project, as indicated above) is hereby accepted by the City and declared to be substantially completed on the above date.

Completion of the Work shall be the date of such acceptance of the Work by the City. Completion shall mean substantial performance of the contract as such is defined in Black's Law Dictionary, Revised Fourth Edition, West Publishing Company.

A list of all items remaining to be completed or corrected is appended hereto. All such work shall be completed or corrected to the satisfaction of the City within \_\_\_ calendar days after the above Notice of Completion Date; otherwise the Contractor does hereby waive any and all claims to all monies withheld by the City under the Contract to cover the value of such uncompleted or uncorrected items.

By: \_\_\_\_\_  
(Engineer/Architect)

By \_\_\_\_\_  
(Authorized Representative/Date)

The Contractor hereby accepts the above Notice of Completion and agrees to complete and correct all of the items on the appended list within \_\_\_\_\_ calendar days or waives all rights to any monies withheld therefore.

By: \_\_\_\_\_  
(Contractor)

By \_\_\_\_\_  
(Authorized Representative/Date)

The City accepts the project or specified area of the project as substantially completed and will assume full possession of the Project or specified area of the Project at \_\_\_\_\_ (time), on \_\_\_\_\_ (date). The City will assume the responsibility for maintenance of the grounds and insurance under the Contract Documents after that date.

FOR CITY OF GREEN RIVER

By \_\_\_\_\_  
(Authorized Representative/Date)

REMARKS: The following or supplementary sheets listing such items remaining to be completed or connected, are hereby made part of this document by this reference.



CONTRACTOR'S CERTIFICATION  
OF COMPLETION

		Date:
To:	Project:	
Attention:		
From:	Project No.	
	Contract No.	
	Owner:	

This is to certify that I, \_\_\_\_\_ am an authorized official of  
\_\_\_\_\_ working in the capacity of  
\_\_\_\_\_ and have been properly authorized by  
said firm or corporation to sign the following statements pertaining to the subject contract:

1. I know of my own personal knowledge, and do hereby certify, that the work on the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the contract drawings and specifications.
2. The contract work is now complete in all parts and requirements, and ready for your final inspection.
3. I understand that neither the determination by the Engineer/Architect that the work is complete, nor the acceptance thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the guaranteed provisions of the contract documents.

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Signature)

For: \_\_\_\_\_

## CONDITIONS OF THE CONTRACT

### GENERAL CONDITIONS

General Conditions shall adhere to those laid out in APWA Manual of Standard Plans 2017:  
Document 00 72 00 General Conditions.