

GENERAL SPECIFICATIONS

And

CONTRACT DOCUMENTS

CEDAR CITY
Festival Hall Carpet

January 2024

Prepared by the
Cedar City
Festival Hall Staff

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ADVERTISEMENT FOR BIDS

Cedar City is accepting separate sealed BIDS for the **Removal and Replacement of Certain Carpeting** according to specifications prepared by the City. If you are interested in submitting a Bid, Project Specifications and Bid information will be available **January 8th, 2024** and can be obtained from Jason Clark, 105 N. 100 E. Cedar City, Utah 84720 – Tel: (435) 865-2890 or cjason@cedarcityut.gov . City bids and projects can also be found on the Cedar City web site at www.cedarcity.org . The deadline for submitting the bid is **4:00 p.m. on February 2nd, 2024**. The right is reserved by Cedar City to reject any and all Bids.

Dated this **3rd Day of January, 2024**.

Cedar City Corporation
Jason Clark, Managing Director
Cedar City Festival Hall

BID INFORMATION

Project Title: Carpet removal, disposal and replacement in selected, pre-determined areas of Festival Hall.

Equipment Required: Equipment necessary to facilitate the scope of the project. All equipment shall be provided by the vendor.

Work Required: Provide all necessary materials, equipment, and labor to take up, remove and dispose of current carpeting and lay and finish all aspects of new carpeting.

Required Bonding/Insurance: Payment Bond (\$50,000), Insurance (as specified)

Owner: Cedar City

Inspection Trip: **MANDATORY: Wednesday, January 24th, 2024 @ 10:00 a.m.**
- Cedar City Festival Hall

Bid Date: **Friday, February 2nd, 2024 @ 4:00 p.m.**

Bids Returned to: Jason Clark
Cedar City Festival Hall
105 N 100 E
Cedar City, Utah 84720

Warranty Required: **One** year, materials, labor and expenses.

Completion Timeline: **Projected must completed by Wednesday, May 1st, 2024.**
Project can be started on Monday April 15th, 2024 and must be completed by Wednesday, May 1st, 2024.

Liquidated Damages: **\$500**-per day for each consecutive day after the completion date.

Installation Location: **Cedar City**, Iron County, Utah

Financing: Cedar City

Project Coordinator: Jason Clark
Cedar City Festival Hall
105 N 100 E
Cedar City, Utah 84720
(435) 865-2890

INFORMATION FOR BIDDERS

BIDS will be received by Cedar City Corporation (herein called the CITY), at Cedar City Festival Hall until **4:00 p.m. February 2nd, 2024.**

Each BID must be submitted in a sealed envelope, addressed to Cedar City Festival Hall at 105 N 100 E, Cedar City, Utah 84720. Each sealed envelope containing a BID must be plainly marked on the outside as BID for

CEDAR CITY FESTIVAL HALL CARPETING PROJECT 2024

and the envelope should bear on the outside the name of the BIDDER, the BIDDER's address, and BIDDER's license number if applicable. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the CITY at 105 N 100 E, Cedar City, UT 84720.

All BIDS must be made on the required BID form. **On the Bid Schedule all blank spaces for BID prices, percentage of work done by the BIDDER and SUB-CONTRACTORS and information on the SUB-CONTRACTORS and major MATERIAL SUPPLIERS must be filled in on the following form. All information on the Bid Schedule shall be in ink or typewritten, and the BID forms must be fully completed and executed when submitted. Contractors are also required to submit, with the bid, the Employee Status Verification affidavit according to paragraph 25 of the special conditions.** Only one copy of the BID form is required.

The CITY may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the CITY and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a 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 CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the CITY or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

A BID bond payable to the CITY must accompany each BID for five percent of the total amount of the BID. As soon as the BID prices have been compared, the CITY will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND has been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A payment BOND, in the amount of the Contract amount with a corporate surety approved by the CITY will be required for the faithful performance of the contract.

Attorneys-in-fact who sign the Bid and payment BONDS must file with the BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the payment BOND and required insurance within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. In case of failure of the BIDDER in

default, in which case the BID BOND accompanying the proposal shall become the property of the CITY.

The CITY within ten (10) days of receipt of acceptable payment BOND, Insurance Certificate and Agreement & Notice to Proceed signed by the party to whom the Agreement was awarded shall sign the Agreement & Notice to Proceed and return to such party an executed duplicate of the Agreement. Should the CITY not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the CITY.

The CITY may make such investigations as it deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the CITY all such information and data for this purpose as the CITY may request. The CITY reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the CITY that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER, including any bid alternates selected by the City. Award of the bid will also be subject to Cedar City's Local Bidder Preference Policy as detailed in Cedar City's Purchasing Procedures.

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

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the CITY.

The **Mandatory** inspection trip for prospective BIDDERS will be on **January 24th, 2024 @ 10:00 a.m.** with prospective bidders meeting at the Cedar City Festival Hall at 105 N 100 E, Cedar City, Utah.

**CEDAR CITY
FESTIVAL HALL CARPETING
PROJECT 2024
BID SCHEDULE**

Bidder agrees to perform all work and comply with all requirements as outlined in these bid documents and specifications for the following prices:

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
1.	Mobilization				
2.	Remove and dispose of old carpet in Festival Hall Office and Lobby, Stairs, Upstairs Hallway and Room 7.	Square Feet	Est. 4,155 sq. Ft.		
3.	Prepare floors to receive new carpet tiles including leveling, grinding, embossing over old urethane adhesive, AND provide and install new carpet tiles, molding, stair nose, and hardware as specified herein (see Section 2.1 Products).	Square Feet	Est. 4,155 sq. Ft.		

Payment shall be disbursed in full upon completion of the project and acceptance by Cedar City.

TOTAL BID _____

WHERE INSTALLED QUANTITIES DIFFER FROM BID QUANTITIES, THE UNIT PRICES SHALL BE USED TO DETERMINE THE PAYMENT AMOUNT.

RESPECTFULLY SUBMITTED: _____

Signature

Address

Title

Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly bound
unto CEDAR CITY as CITY 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
 CEDAR CITY a certain BID, attached hereto and
hereby made a part hereof to enter into a contract in writing, for the _____

NOW, THEREFORE,

- (a) If said 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 for his faithful performance of said contract, and for the payment of all persons performing labor or 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 CITY may accept such BID; and said Surety does hereby waive 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.

Principal (L.S.)

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.

STATUS VERIFICATION SYSTEM USE AFFIDAVIT OF PUBLIC WORKS
CONTRACT BIDDER

State of _____)
: ss
County of _____)

The individual signing this affidavit is a duly authorized agent of _____ (hereinafter referred to as COMPANY), a company, corporation, partnership, or other organization duly organized and able to conduct business in the State of Utah. I have worked for COMPANY for _____ years and I am familiar with COMPANY's employment and subcontractor practices. I am making the representations herein based on my information, experience, and belief:

1. COMPANY is submitting a bid for a Cedar City public works project;
2. In compliance with UCA §35-30-1, COMPANY shall give a hiring preference to citizens of the United States, or those having declared their intention of becoming a citizen of the United States. Furthermore, COMPANY is aware if such a preference is not given and/or complied with this contract shall be declared void;
3. COMPANY verifies the citizenship status of its workers using one of the status verification systems provided for in UCA §63G-11-103. The status verification system COMPANY uses is check marked below: the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C., Sec 1324a, known as the E-verify Program;
 an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986;
 the Social Security Number Verification Service or similar online verification process implemented by the United States Social Security Administration; or
 an independent third-party system with an equal or higher degree of reliability as the programs, systems, or procedures described above.
4. COMPANY is aware and has agreed to require all of its subcontractors to use similar status verification systems;
5. COMPANY knows and agrees that if it is found to be out of compliance with the use of the status verification systems, the contract for this project may, at the option of the City, be declared void.

FURTHER YOUR AFFIANT SAITH NOT.

Dated this _____ day of _____, 20_____.

NOTICE OF AWARD

To:

Project Description: **CEDAR CITY FESTIVAL HALL CARPET PROJECT 2024**

AGREEMENT
and
NOTICE TO PROCEED

Contractor:

City:

Project:

Date:

The Contractor is hereby notified that their bid for the project has been accepted by the City subject to the following terms and conditions:

1. Contractor will complete all work in accordance with the project General Specifications and Contract Documents for the sum of _____.
2. Contractor will commence work by _____ and have work complete by _____, subject to a _____ per day penalty for each day thereafter.
3. Contractor shall provide the City the necessary insurance and Payment Bond documents before work begins.
4. In so far as the Contractor may legally do so, it shall hold the CITY harmless from any liability, damages or claims that may arise in the course of the CONTRACTOR, its agents or employees performing any activities in connection with said project, or resulting through negligence of the same.
5. CITY will pay the CONTRACTOR the full amount upon the satisfactory completion of the project.

This agreement and the incorporated documents herein, represent the entire contact. This contract may not be amended other than in writing, signed by both parties.

CITY: Cedar City Corporation

CONTRACTOR: _____

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

Cedar City _____

(Name of CITY)

10 North Main St., Cedar City, Utah 84720 _____

(Address of CITY)

hereinafter called CITY, 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 CITY, dated the _____ day of _____,
20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-
CONTRACTORS, 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 said 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 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.

PROVIDED, FURTHER, that no final settlement between the CITY 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

(Principal) Secretary

(SEAL)

By _____(s)

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

By _____
Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

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

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.

CHANGE ORDER

Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: **CEDAR CITY FESTIVAL HALL CARPET PROJECT 2024**

CITY: _____ Cedar City Corporation _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Description:

Justification:

Change to CONTRACT PRICE:

Change Order Amount: \$ _____

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (Date).

Ordered by: _____
(City)

Accepted by: _____
(Contractor)

GENERAL CONDITIONS

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, transportation apparatus, fuel, light and tools necessary for the entire completion of the project as outlined herein and shall construct in the best and most workmanlike manner the complete job and everything properly incidental thereto as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the Contract Documents, ready for occupancy and use in all respects.

2. LOCATION

The project is located in **Cedar City, Utah at 105 N. 100 E.**

3. INSURANCE AND BONDING

The Contractor shall carry Workers Compensation and general liability insurance as indicated below. Contractor shall furnish CITY with the certificate provided in the Contract Documents covering this insurance.

A. Workers Compensation:

1.	State:		Statutory
2.	Applicable Federal (e.g. USL&H):		Statutory
3.	Employer=s Liability:		
	Bodily Injury by Accident	\$1,000,000	each accident

B. Comprehensive or Commercial General Liability:

Combined Single Limit:

1.	Premises/operations	\$1,000,000	each occurrence
2.	Products/completed operations	\$1,000,000 \$1,000,000	each occurrence annual aggregate
3.	Personal Injury	\$1,000,000 \$1,000,000	each occurrence annual aggregate

4. Policies shall include premises/operations, products, completed operations, independent contractors, City's= and contractors= protective, explosion, collapse, underground hazards, broad form contractual, personal injury with employment contractual exclusions deleted, and broad form property damage.
5. If policies are written on a Commercial General liability form, the General Aggregate shall be at least two times the each occurrence limit or be written on a per project@ basis.
6. If policies are written on a claims made form, the certificate should so specify and policies shall continue in force for one year after completion of the project. The retroactive date of the policy must be no later than the date of the Agreement.
7. If policies are written for split limits, limits shall be equal for bodily injury and property damage liability.
8. The Certificate Holder on the certificate shall be stated as follows:
“Cedar City, its elected officials, appointed officials, employees, agents and volunteers as additional insured on policy.”

C. Bonding

The Contractor will also have to provide bid, and payment bond as outlined in these contract documents.

4. ORDINANCES

All work shall be done in accordance with existing building ordinances of County, Local, State and National Regulations governing the work.

5. TIME OF COMPLETION

The project shall be completed, May 1st, 2024.

6. CONTRACTOR AND SUB-CONTRACTOR WORK

The CONTRACTOR shall be required to complete a minimum of 50% of the project with their own forces unless this requirement is waived by the City.

7. PERMITS/LICENSES

In performing the work under these specifications the Contractor shall, at his own expense, pay for all permits, certificates and licenses required of him by law for the

execution of his work.

He shall comply with all Federal, State or local laws, ordinances or rules and regulations relating to the performance of the work. Specifically, the contractor and his subcontractors shall possess

a current Utah State Contractor's License to perform the type of work in this project **including the proper excavation contracting and general contractor licenses.**

8. SANITARY CONVENIENCES

None

9. CLEANING UP

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work; and, at the completion of the work, he shall remove all his rubbish from and about the site, as well as all his tools, equipment and surplus materials, and shall leave the site in its original condition or its equivalent.

10. REMOVAL OF DEFECTIVE WORK

All work on the project is to be performed in a professional and workman like manner according to the contract documents. Unless otherwise specified, the material to be supplied and installed in this project shall all be new materials and any part of the materials and work included which is not in strict compliance with the requirements of these specifications, shall be removed and replaced in a manner satisfactory to Cedar City Corporation and such removal and replacement shall be at the sole expense of the contractor.

11. WATER

The City will provide water required for the project. The Contractor is responsible for all transportation and conveyances of water. All water shall be measured through a City provided water meter. The Contractor is responsible to obtain the meter and pay any deposits or administration fees associated therewith.

12. ELECTRIC POWER

The Contractor will make all arrangements for power if required in construction operations. The cost of power will be included in the price bid for the respective items for which the power is used.

13. GUARANTEES

The Contractor shall guarantee that all materials, equipment, structures, and work

performed are free from defects in workmanship or materials for a period of one year after issue of final payment by the CITY, and if any part of the work shall fail within this period, it shall be replaced and the unit restored to operation at no cost to the CITY. The Surety Bond shall cover this guarantee.

14. WORK AREA

Workmen and equipment will be restricted to the construction area and other areas required to complete necessary construction as approved by the CITY. The CONTRACTOR shall take all precautions necessary to protect all properties adjoining the project site from drainage, debris or other physical or financial damage or losses. The CONTRACTOR shall assume full responsibility for any and all damages or losses suffered by adjoining properties. No encroachment or trespassing shall be allowed on adjoining properties without written permission from the property owner.

15. OCCUPANCY OF PROJECT

The CITY reserves the right to use any portion of the project site providing it does not interfere with the Contractors work. Use of the project in no way indicates acceptance of the final project.

16. SITE SAFETY, SECURITY AND PROTECTION

None

17. PROTECTION OF UNDERGROUND UTILITY FACILITIES

None

18. PROTECTION OF EXISTING IMPROVEMENTS

None

19. TRAFFIC CONTROL

None

20. PERSONNEL AND EQUIPMENT

The Contractor shall supply capable and experienced personnel and suitable equipment and machinery to perform this work. When required, each bidder shall furnish additional information which shows: experience record of the Contractor, and name and experience record of the person or persons likely to serve as construction superintendent.

21. QUANTITIES AND PAYMENT

The amount of work to be done or materials or services to be furnished under the contract and as noted on the Bid Schedule are estimates and are not to be taken as an expressed or implied statement that the actual amount of work or materials will correspond to the estimate.

The right is reserved to increase or decrease or to entirely eliminate certain items from the work or materials if found desirable or expedient and the Contractor is cautioned against unbalancing of his bid by prorating his overhead into one or two items only when there are a number of items on the Bid Schedule

The overhead and direct charges shall be prorated on all items of the Bid Schedule. Other items of work defined in specifications but not listed in the bid schedule shall be considered incidental to one or more of the items listed in the bid schedule and shall be paid for under the bid item listed to which it is related.

Payment will be made on a calendar month basis. The Contractor shall submit to the Engineer a summary of items completed during the month. The summary shall be patterned after the project bid schedule. After verification of completed items, the CITY shall issue payment within 30 days.

22. SUBMITTALS

To ensure compliance with standard specifications on this project, the Contractor will submit shop drawings, samples and proposed substitutes to the Project Engineer for approval prior to ordering. The Supplier will provide compliance certificates with materials when they are delivered to the project. The Project Engineer shall forward his/her approvals of the submittals to the City.

23. OWNER'S MANUAL

The Contractor shall submit an Operation and Maintenance Manual for all mechanical, electrical and instrumentation equipment. All manual material shall be combined in a 3-ring binder subdivided into the following parts: Equipment summary, operational procedures, preventative maintenance procedures, parts lists, wiring diagrams, safety, warranties and certifications; and spare parts lists. After the submittal and approval of a draft manual, the Contractor shall provide three (3) copies of the final manual. Final payment shall not be made until the manuals are received.

24. PRECONSTRUCTION CONFERENCE

Prior to the commencement of WORK at the site, a preconstruction conference will be held at a mutually agreed time and place which shall be attended by the CONTRACTOR'S Project Manager, its superintendent, and its Subcontractors as the CONTRACTOR deems appropriate. Other attendees will be:

- Representatives of OWNER.
- Representatives of the Utah Division of Wildlife Resources.
- Representatives of the affected Utility Companies.
- The City's testing firm.
- Others as requested by CONTRACTOR, OWNER, or ENGINEER.

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

The complete agenda will be furnished to the CONTRACTOR prior to the meeting date. However, the CONTRACTOR should be prepared to discuss all of the items listed below.

- Status of CONTRACTOR'S insurance and bonds.
- CONTRACTORS's tentative schedules.
- Transmittal, review, and distribution of CONTRACTOR's submittals.
- Processing applications for payment.
- Maintaining record documentation.
- Critical work sequencing.
- Field decisions and Change Orders.
- Use of project site, office and storage areas, security, housekeeping, and OWNER'S NEEDS.
- Major equipment deliveries and priorities.
- Prairie dog issues affecting the project
- CONTRACTOR's assignments for safety and first aid.

The ENGINEER will preside at the preconstruction conference and will arrange for keeping and distributing the minutes to all persons in attendance.

The CONTRACTOR and its Subcontractors should plan on the conference taking no less than one-half of a full working day.

25. PROGRESS MEETINGS

The CONTRACTOR shall schedule and hold regular on-site progress meetings at least weekly and at other times as requested by ENGINEER or as required by progress of the WORK. The CONTRACTOR, ENGINEER, and all Subcontractors active on the site must attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors.

The ENGINEER shall preside at the meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings will be to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems that may develop. During each meeting, the CONTRACTOR is required

to present any issues that may impact his work, with a view to resolve these issues expeditiously.

26. HANDLING AND STORING OF MATERIALS

All project materials shall be stored, transported and handled as to prevent damage or loss. Materials not in new, undamaged condition will not be allowed to be installed or will be replaced if installed, all at Contractors expense.

27. MATERIAL SALVAGE AND DISPOSAL

Any existing material, parts or improvements on the project site removed as part of the project remain the property of the City unless otherwise stated in the Contract Documents. Such material shall be removed from the site as directed by the City. **Unless otherwise directed, all disposed material shall be placed in the Iron County Landfill.**

28. CHANGE OF CONTRACT PRICE AND TIMES

The Contract Price or Time may only be changed by a change order. All change orders shall be approved by all parties before the change order work begins. Where the work involved in a Change Order is covered by unit prices contained in the Contract Documents such unit prices shall be multiplied by the applicable quantities to determine the change order amount. Where the work is not covered by unit prices contained in the Contract Documents, the change order amount shall be based on the itemized and mutually agreed to lump sum for the labor and materials included in the work along with an allowance for overhead and profit of 10% for the Contractor or Sub-contractor doing the work and an allowance of 5% of the original lump sum amount work for any higher tier Contractor or Sub-contractor.

29. EMPLOYEE STATUS VERIFICATION

The Contractor shall document and verify the citizenship or immigration status of each employee. The Contractor shall use one of the electronic verification systems defined in UCA §63-99a-103. In all contracts with subcontractors, at any level, the Contractor shall require each subcontractor, at any level, to use an electronic verification system, as defined in UCA §63-99a-103, to verify the citizenship or immigration status of all employees. All subcontractors at any level shall be required to certify to the Contractor, by affidavit, that the subcontractor has verified through an electronic verification system the employment status of each new employee. Verification from all contractors at any level shall be provided to the City at time of bid.

30. BUILDING CODE

All construction, fabrication and installations shall conform to the latest adopted editions of the IBC 2000, UFC, UP, NEC, and any federal, state and local codes, regulations and

ordinances of the governing agency having jurisdiction over the project. Such applicable codes, etc., are those that are in effect at the time the permit application for the project is recorded.

31. SUB-CONTRACTORS

Each Sub-contractor is considered a specialist in his respective field/trade and shall (before submission of bid or performance of work) notify the General Contractor and the Architect in writing, of any work called out on the drawings or in the specifications that cannot be fully guaranteed or constructed as designed and/or detailed. All Sub-Contractors shall have at the building site, from start to finish of the construction, a responsible foreman. The foreman shall be on duty during all working hours. Any instruction or notices given to him shall have the same importance as if given to the Contractor in person.

32. PLAN DIMENSIONS

Due to reprographic processes, these plans may not be accurate to scale. All dimensions shall take precedence over scale shown and in no case shall working dimensions be scaled from plans, sections, elevations or details.

33. BUILDING PERMITS

The Owner shall pay for and acquire all building permits that are required for this project.

33. DRAWING AND SPECIFICATION CONFLICTS

Should a conflict occur in or between drawings and specifications, the order of precedence shall be as follows:

- a. General Conditions
- b. Drawings
- c. Specifications

**CEDAR CITY CORPORATION
CONSTRUCTION SPECIFICATIONS**

DIVISION 1

GENERAL REQUIREMENTS

**CEDAR CITY CORPORATION
CONSTRUCTION SPECIFICATIONS**

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 GENERAL

- A. Payment for the bid items identified in the Bid Schedule, as further described herein, will constitute full compensation to the CONTRACTOR for furnishing all labor, equipment, tools, supplies and materials to complete the WORK in accordance with the Contract Documents, including the costs of permits and the costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Standards of Utah, Department of Labor, Division of Labor Standards and Safety, and Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). Any item that is not specifically set forth in the Bid Schedule shall be considered incidental to the cost of the WORK.

- B. The bid item shown in the Bid Schedule shall include as incidental those efforts of similar magnitude and not limited to the following: snow and ice removal; clean-up work; access road construction; dewatering work; resetting disturbed property corners and survey monument replacement; shoring utility poles, trenches and excavations; surface grading on disturbed or damaged driveways and ditches; grading disturbed areas and grooming same in order to restore the ground as nearly as possible to its condition prior to the performance of any work by the CONTRACTOR connected or related to this Contract; contract staging areas; traffic control; dust control; road maintenance and repair; and overhead and profit.

1.2 MEASUREMENT AND PAYMENT

- A. **MOBILIZATION/ GENERAL CONDITIONS (BID ITEM NO.1)**
 - 1- Measurement for payment for the item will be on a percentage basis of the lump sum amount. 75% of the bid item amount will be paid at the beginning of the project and 25% will be held until the end of the project for demobilization.
 - 2- Payment for this item shall be the indicated percentage multiplied by the lump sum bid amount. This payment will be the total compensation for all costs associated with bonding, insurance;

moving all materials, equipment, facilities onto the construction site; construction signage, encroachment permits, demobilization, final clean-up, and all other costs incurred to mobilize or demobilize.

- B. CARPET REMOVAL AND INSTALLATION – (1) Remove and dispose of old carpet; and (2) prepare floors for new carpet, provide and install new carpet.
- 1- Measurement for payment of this item will be actual square yards of carpet installed excluding waste or scrap material.
 - 2- Payment for this item will be on a square yardage basis installed excluding waste or scrap material. Payment includes all costs associated with removing and disposing of existing carpet, the preparing of all floors to receive new carpet, and the installation of the new carpet including all costs associated with tack strips, glue, rubber edging, any other materials necessary to properly install the carpet, and all other appurtenant work.

MOBILIZATION

PART I - GENERAL

1.1 GENERAL

- A. Mobilization shall include any work associated the **Bid Item 1- Mobilization**. Mobilization shall include the obtaining of all permits and moving into Cedar City all equipment and materials as required for the proper performance and completion of the WORK. Mobilization shall include the following principal items.
1. Moving into the Project all CONTRACTORS equipment and materials required for first month operations.
 2. Obtaining all required permits, licenses, insurance and bonds.
 3. Submitting initial submittals.
 4. Demobilization.
- B. The CONTRACTOR shall obtain a cellular telephone or mobile paging device for use by the CONTRACTORS field personnel for the duration of the Contract. The number of this cellular telephone shall be provided to the OWNER for communication purposes.

PART II – PRODUCTS

2.1 PRODUCTS

- A. Carpet tiles in the meeting room areas identified as Mohawk Group, 24x 24

Carpet Tiles (style and color to be determined) AND Mohawk approved adhesive AND appropriate edge guards and hardware. Equivalent tiles may be substituted at the discretion of the City but must meet or exceed the same standards as specifications as below:

Collection	TBA
Brand	TBA
Product Type	Tile
DESIGN	
Minimum Sq. Yd.	No minimum
Construction	Tufted
Surface Texture	Level Multi Colored Patterned Loop
Gauge	1/12 (47.00 rows per 10 cm)
Density	5496
Weight Density	109,920
Stitches Per Inch	11.4 (44.88 per 10 cm)
Finished Pile Thickness	.131" (3.33 mm)
Dye Method	Solution Dyed / Yarn Dyed
Backing Material	EcoFlex ICT
Alternate Backing	Upgrade to NXT or NXT AIR Backing for Red List Free. Min req'd. Contact Rep for Details.
Fiber Type	Antron® Legacy Nylon
Fiber Technology	Duracolor® Stain Resistant System. Passes GSA requirements for permanent stain resistant carpet.
Face Weight	20.0 oz. per sq. yd. (678 g/m2)
Pattern Repeat	Not Applicable
Size/Width	24" x 24" (.6096 m x .6096 m)
Soil Release Technology	DuraTech
GSA Stain Release Rating	Pass
Installation Method	Multi-Directional, Monolithic, Vertical Ashlar, Quarter Turn
Foot Traffic Recommendation	Severe
TARR	
SUSTAINABILITY	
Pre-Consumer Recycled Content	41 %
NSF 140	<u>Gold</u>
Indoor Air Quality	<u>Green Label Plus 1098</u>
Declare Label	Declared
PERFORMANCE	
Static	AATCC 134 Under 3.5 KV
Flammability	Passes DOC-FF-1-70 Pill Test
Flooring Radiant Panel	Meets NFPA Class 1 when tested under

Test
Smoke Density

**ASTM E-648 glue down
NBS Smoke Chamber NFPA-258 - Less
than 450 Flaming Mode**

CRI Green Label Plus
Certified

Y

SERVICE
Warranties

Lifetime Limited Tile Warranty
Lifetime Static