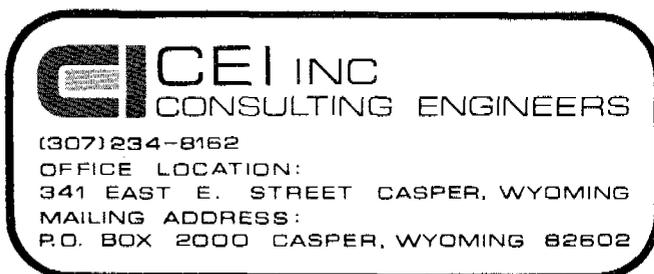


Belina Road Contract Documents and Specifications

APRIL 1983



INDEX TO CONTRACT DOCUMENTS AND SPECIAL PROVISIONS

	<u>SYMBOL</u>	<u>NO. PAGES</u>
INFORMATION FOR BIDDERS	B	3
BID is comprised of the following:		
Bid (Proposal)	C	3
Bid Schedule	CBS	3
Material Suppliers List	CMS	1
Subcontractors List	CS	1
Required Information to be Supplied by Contractor with the Bid	CRI	2
BID BOND	D	3
NOTICE OF AWARD	E	2
CONTRACT	F	5
PERFORMANCE BOND	G	3
PAYMENT BOND	H	3
NOTICE TO PROCEED	I	1
LIEN RELEASE	J	1
SPECIAL PROVISIONS	SP	19
Standard Specifications:	SP 1	1
SECTION 101 - DEFINITIONS AND TERMS	SP 2	1
SECTION 103 - AWARD AND EXECUTION OF THE CONTRACT	SP 3	1
SECTION 106 - LOCAL MATERIAL SOURCES	SP 4	1
SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC	SP 5	1
SECTION 108 - PROSECUTION AND PROGRESS	SP 6	3
SECTION 202 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS	SP 7	1
SECTION 203 - ROADWAY EXCAVATION	SP 8	1
SECTION 514 - PIPE CULVERTS AND STRUCTURAL PLATE PIPE CULVERTS	SP 9	1
SECTION 603 - UNDERDRAINS AND UNDERDRAIN GRANULAR BACKFILL	SP 10	1
SECTION 607 - MEDIAN DROP INLETS	SP 11	1
SECTION 609 - CONCRETE LINED DITCH	SP 12	1
SECTION 611 - LOOSE RIPRAP	SP 13	1
SECTION 624 - TRAFFIC SIGNS	SP 14	1
SECTION 627 - FLAGGING AND PILOT CAR OPERATION	SP 15	1
SECTION 670 - MIRAFI 600X FABRIC	SP 16	2

INFORMATION FOR BIDDERS

BIDS will be received by Valley Camp of Utah, Inc. (herein called the "OWNER"), at the Valley Camp of Utah, Inc. office located south of Scofield, Utah until

Each BID must be submitted in a sealed envelope, addressed to and delivered to Valley Camp of Utah, Inc. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Belina Road and the envelope should bear, on the outside, the name of the BIDDER and his address.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER 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 Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof.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. No BIDDER may withdraw a BID within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDERS.

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 OWNER or any other person shall not affect the risks or obligations assumed by the BIDDER or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID bond or certified check payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the 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 Agreement has been executed and approved, after which it will be returned.

A performance bond and a payment bond, each in the amount of 100 percent of the Contract Price with a Corporate Surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID bonds must file with each 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 within ten calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID bond accompanying the proposal shall become the property of the OWNER.

The OWNER within 15 days of receipt of acceptable bonds and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER 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 OWNER.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER 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 as a whole to one BIDDER.

Each BIDDER is responsible for reviewing the plans and for reading and being thoroughly familiar with the specifications and CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The ENGINEER is Centennial Engineering, Inc., 15000 West 64th Avenue (Mailing address-P.O. Box 1307), Arvada, CO, 80001, (303)420-0221 or our Utah office located at 575 East 4500 South, Suite B115, Murray, Utah, 84107, (801) 268-4819.

Where the word Agreement is used herein, it shall mean CONTRACT.

BID

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as _____,* to Valley Camp of Utah, Inc. (hereinafter called "OWNER").

In compliance with your solicitation for Bids, BIDDER hereby proposes to perform all work for the construction of Belina Road in strict accordance with the CONTRACT DOCUMENTS, within the time shown herein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that his BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified on the Notice to Proceed and to fully complete the project within 90 calendar days thereafter. BIDDER further agrees to pay as liquidated damages, \$2,500 per calendar day thereafter until construction of the project is complete.

BIDDER acknowledges receipt of the following ADDENDUM:

* Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the BID Schedule of the Contract Documents for the following Grand Total Amount:

GRAND TOTAL OF BID: \$ _____

WORDS - GRAND TOTAL _____

If (#) roadway excavation exceeds 75,000 C.Y. the unit price will be _____/C.Y.

If (#) roadway excavation is less than 40,000 C.Y. the unit price will be _____/C.Y.

Respectfully Submitted: _____

_____ Signature (signator)	_____ Date
_____ Title	_____ License No. (If applicable)
_____ Address	_____ (SEAL - if BID is by a corporation)

ATTEST: _____

BID SCHEDULE

PROPOSAL

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>PAY UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL ESTIMATED COST</u>
<u>199</u>	Misc. Items (Force Account)	<u>\$20,000</u>	<u>F.A.</u>	<u>\$</u>	<u>\$</u>
	UNIT PRICE IN WORDS				
<u>231</u>	Removal of Concrete Drain Inlets	<u>3</u>	<u>EA.</u>	<u>\$</u>	<u>\$</u>
	UNIT PRICE IN WORDS				
<u>232</u>	Removal of CMP 36"	<u>92</u>	<u>L.F.</u>	<u>\$</u>	<u>\$</u>
	UNIT PRICE IN WORDS				
<u>233</u>	Removal of CMP CMP 24"	<u>260</u>	<u>L.F.</u>	<u>\$</u>	<u>\$</u>
	UNIT PRICE IN WORDS				
<u>234</u>	Removal of CMP 18"	<u>80</u>	<u>L.F.</u>	<u>\$</u>	<u>\$</u>
	UNIT PRICE IN WORDS				
<u>270</u>	Roadway Excavation (Incl. Haul)	<u>63,000</u>	<u>C.Y.</u>	<u>\$</u>	<u>\$</u>
	UNIT PRICE IN WORDS				
<u>302</u>	Granular Backfill Borrow(Incl. Haul)	<u>1,700</u>	<u>C.Y.</u>	<u>\$</u>	<u>\$</u>
	UNIT PRICE IN WORDS				
<u>475</u>	Untreated Base Course(Incl. Haul)	<u>20,200</u>	<u>TON</u>	<u>\$</u>	<u>\$</u>
	UNIT PRICE IN WORDS				
<u>543</u>	Bituminous Prime Coat	<u>49</u>	<u>TON</u>	<u>\$</u>	<u>\$</u>
	UNIT PRICE IN WORDS				
<u>544</u>	Bituminous Tack Coat	<u>34</u>	<u>TON</u>	<u>\$</u>	<u>\$</u>
	UNIT PRICE IN WORDS				
<u>812</u>	Bituminous Surface Course(Incl. Haul)	<u>9,300</u>	<u>TON</u>	<u>\$</u>	<u>\$</u>
	UNIT PRICE IN WORDS				
<u>894</u>	Mirafi 600X Fabric	<u>44,500</u>	<u>SQ. YD.</u>	<u>\$</u>	<u>\$</u>
	UNIT PRICE IN WORDS				

CBS

BID SCHEDULE
PROPOSAL

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>PAY UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL ESTIMATED COST</u>
6914	Guard Rail Approach Elements	7	EA.	\$ _____	\$ _____
	UNIT PRICE IN WORDS _____				
6920	Remove and Salvage Existing Guard Rail	6,650	L.F.	\$ _____	\$ _____
	UNIT PRICE IN WORDS _____				
7007	Aluminum Sign Panels	165	SQ.FT.	\$ _____	\$ _____
	UNIT PRICE IN WORDS _____				
7505	Sign Post, Steel Pipe 3"Ø X 17'	21	EA.	\$ _____	\$ _____
	UNIT PRICE IN WORDS _____				
7640	Highway Traffic Paint	45	GAL.	\$ _____	\$ _____
	UNIT PRICE IN WORDS _____				
7750	Temporary Erosion Control	1	L.S.	\$ _____	\$ _____
	UNIT PRICE IN WORDS _____				
7806	Grass Seeding and Fertilizer-Method C	36	ACRE	\$ _____	\$ _____
	UNIT PRICE IN WORDS _____				
				\$ _____	\$ _____
	UNIT PRICE IN WORDS _____				
				\$ _____	\$ _____
	UNIT PRICE IN WORDS _____				
				\$ _____	\$ _____
	UNIT PRICE IN WORDS _____				
				\$ _____	\$ _____
	UNIT PRICE IN WORDS _____				

REQUIRED INFORMATION TO BE SUPPLIED BY CONTRACTOR
WITH THE BID

The bidding Contractor is hereby required to furnish the information, as indicated below. Such information shall be attached to the bid documents following the bid. Should the bidding Contractor not supply all of this information, his Bid will be rejected.

Due to the volume of work and short time period to perform this work, the award of the contract shall be partially based on the required information, as follows:

1. The Contractor's staffing chart for this project.
2. The attached Progress Schedule (bar chart method) is to be filled out using the blank Progress Schedules attached to these bid documents. The Work Items (bid items) shall be shown.
3. A list of all types, age and name of equipment to be used to perform the work.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and
_____ as Surety, are hereby
held and firmly bound unto Valley Camp of Utah, Inc. as Owner
in the penal sum of _____
for the payment of which, well and truly to be made, we hereby jointly
and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 19____.

The Condition of the above obligation is such that whereas the Principal
has submitted to Valley Camp of Utah, Inc., _____ a certain Bid,
attached hereto and hereby made a part hereof to enter into a contract
in writing, for the construction of the Belina Haul Road

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (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 be impaired or affected by any extension of the time within which the Owner 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: _____

STATE OF _____)
)
 _____ COUNTY OF _____) ss.

SUBSCRIBED AND SWORN TO before me this _____ day of _____,
19____, by _____,
known to me to be the above-named signator, who personally appeared
before me and acknowledged that the foregoing instrument was freely and
voluntarily executed for the uses and purposes and on behalf of the
Contractor therein mentioned.

My commission expires: _____

Notary Public in and for said
County and State

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

NOTICE OF AWARD

TO: _____

PROJECT Description: _____

The OWNER has considered the BID submitted by you for the above described WORK at the BID OPENING on _____, 19 _____

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Contract and furnish the required Contractor's Performance Bond and Payment Bond within ten calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said bonds within ten days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by Law.

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

Dated this _____ day of _____, 19 _____

By _____

Title _____

(Owner)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF
AWARD is hereby acknowledged by

this the _____ day

of _____, 19____.

By _____

Title _____

CONTRACT

This Contract, made this _____ day of _____, 1983, by and between VALLEY CAMP OF UTAH, INC. a corporation having offices at Scofield, Route, Helper, Utah 84526, hereinafter called "OWNER"; and _____, doing business as (an individual), (a partnership), (a corporation), and having offices at _____, hereinafter called "CONTRACTOR".

WHEREAS, the OWNER anticipated the construction of Belina Road; and

WHEREAS, CENTENNIAL ENGINEERING, INC. (hereinafter the "ENGINEER" and/or CEI) prepared plans and specifications for subject project; and

WHEREAS, the OWNER desires to engage the CONTRACTOR to perform the construction thereof; as further described herein;

WHEREAS, the work is of prime urgency to the OWNER and time is of the essence to this Contract; and

WHEREAS, based on bids submitted, the OWNER deems it to be more economical, suitable and expeditious to engage the CONTRACTOR to construct the road; and

WHEREAS the CONTRACTOR represents that he is in compliance with any State of Utah Statutes relating to the registration of professional contractors and has signified his willingness to furnish the required services for the OWNER:

NOW THEREFORE, it is hereby agreed by and between VALLEY CAMP OF UTAH, INC. and _____, that, in exchange for good and valuable consideration, each of the parties hereto shall perform the following:

1. The CONTRACTOR will commence and complete the construction of Belina Road.
2. The CONTRACTOR will complete the work required by the CONTRACT DOCUMENTS in conformity therewith within 90 calendar days after the date of the NOTICE TO PROCEED unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
3. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. Information for Bids
 - B. BID
 - C. BID Bond
 - D. This Contract
 - E. Payment Bond
 - F. Performance Bond
 - G. Drawings prepared by CEI, numbered and dated
 - H. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION by the Utah Highway Department, 1979 Edition as modified by CEI as well as other SPECIFICATIONS prepared or issued by CEI of which CONTRACTOR has knowledge as of the date of its execution of this Agreement.

I. ADDENDA:

NO. _____, dated _____, 19__

4. No detailed information about the project shall be tendered to property owners, speculative and promotional interests or to the general public without the prior written consent thereto of OWNER.
5. OWNER shall have the right, from time to time, and during CONTRACTOR'S regular business hours, to inspect CONTRACTOR'S books and records pertaining to the construction of the subject haul road. In conformance with regulations imposed on OWNER by the Internal Revenue Service, this right of audit must be extended to OWNER for a period of two (2) years following completion of the road.
6. CONTRACTOR represents and warrants that its work in connection with this project shall be in conformity with the requirements set forth in the specifications, drawings, etc., prepared by the Engineer covering the proposed road. If CONTRACTOR'S failure to adhere to the Engineer's plans and/or specifications results in damage to the road or its unsuitability for its intended purpose, CONTRACTOR agrees that it shall repair and replace, free of charge to OWNER, any portion of work performed by said CONTRACTOR which are determined to be defective within the first year after the road is completed and in use.

7. Failure by OWNER to enforce strict compliance with the terms of this Contract and/or payment by OWNER of any or all sums due hereunder shall in nowise constitute a waiver by OWNER by any rights, remedies or causes of action to which it may be entitled by operation of law, nor shall such actions by OWNER be deemed to be acceptance by it of performance not in accord with the terms of this Contract.
8. Any notice to be given hereunder shall be made in writing and delivered in person or by registered or certified mail to the parties at their addresses set forth below:

OWNER:

CONTRACTOR:

Notice shall be deemed given as of the date on which notice was mailed. Either party may change its address for purposes of this paragraph by notifying the other party thereof in accord with the terms of this paragraph.

9. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of \$ _____.
10. The OWNER will pay to the CONTRACTOR in the manner and at such times as agreed by both parties such amounts as required by the CONTRACT DOCUMENTS.

11. Neither this Contract nor any obligations imposed on CONTRACTOR or duties to be performed by CONTRACTOR hereunder may be assigned by CONTRACTOR in whole or in part without OWNER'S prior written consent thereto.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers as of the day and year first above written. This Contract may be executed in counterparts, and each such duly executed counterpart shall constitute and be considered as an original.

(SEAL)

OWNER:

ATTEST:

By _____

Name _____

Name _____

Title _____

Title _____

Please Type

(SEAL)

BIDDER:

ATTEST:

By _____

Name _____

Name _____

Title _____

Address _____

Please Type

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

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 be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 19____, a copy of which is hereto attached and made a part hereof for the construction of:

Belina Road

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 extension thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he 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 said Surety, for value received hereby stipulates and agrees that no changes, extension of time, alteration or addition to the terms of the contract or to 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 waiver notice of any such change, extension of time, alteration or addition to the terms of this 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 _____(Number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 19_____.

ATTEST:

(Principal) Secretary

By _____

Address

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

Valley Camp of Utah, Inc.

(Name of Owner)

(Address of Owner)

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 CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal
entered into a certain contract with the Owner, dated the _____ day
of _____, 19____, 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, 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 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 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 _____
(number)
counterparts, each one of which shall be deemed an original, this the
_____ day of _____ 19 ____.

ATTEST:

(Principal)

(Principal) Secretary

(SEAL)

By _____

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By _____
(Attorney-in-Fact)

(Surety) Secretary

(SEAL)

(Witness as to Surety)

(Address)

(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 as amended) and be authorized to transact business in Utah.

NOTICE TO PROCEED

TO: _____

DATE: _____
PROJECT: _____

You are hereby notified to commence work in accordance with the Contract dated _____, 19____, on or before _____, 19____, and you are to complete the WORK within 90 calendar days thereafter.

(Owner)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

this the _____ day

of _____, 19____

By _____

Title _____

LIEN RELEASE

WHEREAS _____ is now indebted to the undersigned in the amount of \$ _____ for and on account of labor, equipment and/or material furnished by the undersigned for use in the construction project known as the Belina Road in Carbon County, Utah, the Owner being Valley Camp of Utah, Inc;

WHEREAS _____ has requested the undersigned to furnish to it this Release prior to payment by _____ to the undersigned of said sum of \$ _____.

NOW, THEREFORE, for and in consideration of the payment by _____ to the undersigned of the sum of \$1.00, the receipt of which is hereby acknowledged, the undersigned does hereby waive and release any and all liens, claims or rights of lien on or against said construction or improvement for and on account of labor, equipment and/or material or both furnished up to this date by the undersigned to the _____ and used or intended for use in said construction or improvement.

Anything herein contained to the contrary notwithstanding, it is understood that this Release shall take effect and shall be enforceable only upon and after receipt by the undersigned of payment to it of said outstanding indebtedness of _____ to the undersigned in the amount of \$ _____, and this Release is given by the undersigned and is accepted by _____ subject to such understanding.

WITNESS the due execution hereof this _____ day of _____, 19_____.

_____ (Company)

BY _____

Title _____

Date _____

STATE OF _____

COUNTY OF _____

The foregoing receipt and waiver of Mechanics' Lien Rights was subscribed and sworn to me this _____ day of _____, 19____. by _____.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires _____.

NOTARY PUBLIC, in and for _____

County, _____.

Notary Public in and for said County and State

STANDARD SPECIFICATIONS

All work done under these Contract Documents shall be governed by the "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", Edition of 1979 and "Addendum No. 1 to the Standard Specifications" dated July 1, 1981 issued by the Utah State Department of Transportation and as amended herein.

SECTION 101
DEFINITIONS AND TERMS

Section 101 of the Standard Specifications is hereby amended as follows:

The terms "Commission" and "Department" shall mean Valley Camp of Utah, Inc., the Owner of this project.

The term "Engineer" shall mean Centennial Engineering, Inc.

SECTION 103
AWARD AND EXECUTION OF THE CONTRACT

Section 101 of the Standard Specifications is hereby amended as follows:

Subsection 103.02 is revised as follows:

The first sentence is deleted and the following is substituted therefore:

The right is reserved to reject any of all proposals, to waive technicalities, or to acquire new proposals, if, in the sole judgement of the Owner, the best interests of Owner will be promoted thereby.

SECTION 106
LOCAL MATERIAL SOURCES

Section 106 of the Standard Specifications is hereby amended as follows:

Subsection 106.02(b) is modified to include the following:

The Contractor shall furnish, at his expense, test results from an acceptable laboratory for determining the suitability of each aggregate source for its intended use on this project.

The Contractor shall furnish, at his expense, Marshall Stability (75-blow procedure) test results from an acceptable laboratory which show compliance with all requirements of Section 402 for the Bituminous Surface Course Mixture.

SECTION 107
LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

Section 107 of the Standard Specifications is hereby amended as follows:

Subsection 107.22(e) is deleted and replaced with the following:

(e)Method of Measurement and Payment:

Temporary erosion control work will be measured and paid for as Lump Sum for "Temporary Erosion Control", which price shall be full compensation for all work necessary to complete this item.

SECTION 108
PROSECUTION AND PROGRESS

Section 108 of the Standard Specifications is hereby revised as follows:

Subsection 108.01 is deleted and the following is substituted therefor;

Following the execution of the contract, notice will be given to the Contractor in writing to proceed with the work no later than the 5th day following the date of issuance of the Notice to Proceed. Charging of contract time shall commence on the day the Contractor begins work or on the 5th day following the issuance of the Notice to Proceed, whichever occurs sooner.

Time is of the essence for this contract.

SECTION 108
PROSECUTION AND PROGRESS

Section 108 of the Standard Specifications is hereby amended as follows:

Subsection 108.08 is revised to include the following:

Liquidated damages for this project shall be \$2,500.00
per calendar day.

SECTION 108
PROSECUTION AND PROGRESS

Section 108 of the Standard Specifications is hereby amended as follows:

Subsection 108.11 is revised as follows:

In the first sentence of the first paragraph, delete the words "other than mining".

The Contractor shall additionally comply with the Mining Safety and Health Act.

SECTION 202
REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Section 202 of the Standard Specifications is hereby revised as follows:

Subsection 202.02(e) is revised to include the following:

For removal of the existing guard rail, the posts may be cut off at or below the level of the existing ground.

SECTION 203
ROADWAY EXCAVATION

Section 203 of the Standard Specifications is hereby amended as follows:

Subsection 203.05 is hereby revised to include the following:

Compaction will not be measured or paid for separately,
but its cost shall be included in payment for "Roadway
Excavation".

SECTION 514
PIPE CULVERTS AND STRUCTURAL PLATE PIPE CULVERTS

Section 514 of the Standard Specifications is hereby amended as follows:

The first sentence of Subsection 514.02(a) is revised to read as follows:

Pipe culverts shall be corrugated steel pipe.

Subsection 514.08 is revised to include the following:

The backfill shall be Granular Backfill Borrow meeting the requirements specified in Section 204.

Subsection 514.13 is revised to include the following:

Excavation, backfill and compaction will not be measured or paid for separately. Payment for this work shall be included in payment for "Pipe Culverts" of the appropriate size and type.

SECTION 603
UNDERDRAINS AND UNDERDRAIN GRANULAR BACKFILL

Section 603 of the Standard Specifications is hereby amended as follows:

Subsection 603.02 is revised as follows:

The pipe shall be corrugated metal underdrain pipe conforming to the requirements of Section 716.

Filter cloth shall be Mirafi 140N or equivalent.

Subsection 603.04 is revised as follows:

All backfill material shall be thoroughly tamped.

Subsections 603.05 and 603.06 are revised as follows:

Excavation, backfill, underdrain granular backfill, compaction and filter cloth will not be measured or paid for separately. Payment for these items of work shall be included in the payment for the underdrain pipe of the appropriate size and type.

SECTION 607
MEDIAN DROP INLETS

Section 607 of the Standard Specifications is hereby amended as follows:

Subsection 607.01 is amended to include the following:

Median Drop Inlets may be precast or cast in place in accordance with the plans. Working drawings shall be submitted to the Engineer for review.

SECTION 609
CONCRETE-LINED DITCH

Section 609 of the Standard Specifications is hereby amended as follows:

Subsection 609.02 is revised to include the following:

Expansion joints consisting of Premolded Joint Filler conforming to the requirements of Section 706.03 shall be installed at intervals of 300 feet in the concrete-lined ditch and on both sides of every median drop inlet.

Contraction joints shall be saw cut 1/2" deep.

Wire mesh requirements shall conform to the requirements of Section 724.08.

Subsection 609.04 is revised to include the following:

Expansion joints, wire mesh reinforcement and keyway construction will not be measured or paid for separately. Payment for this work will be included in payment for "Concrete Ditch Lining".

SECTION 611
LOOSE RIPRAP

Section 611 of the Standard Specifications is hereby amended as follows:

Subsection 611.02 is revised to include the following:

Bedding material placed under the riprap shall be Untreated Base Course, 1 - Inch gradation, meeting the requirements specified in Section 301.

Subsection 611.04 is revised to include the following:

Bedding material shall be measured by the cubic yard computed from the specified thickness and the surface area.

Subsection 611.05 is revised to include the following:

The accepted quantities of bedding material shall be paid for at the contract unit price per cubic yard for "Untreated Bedding Material", which price shall be full compensation for all work necessary to complete the item.

SECTION 624
TRAFFIC SIGNS

Section 624 of the Standard Specifications is hereby amended as follows:

Subsection 624.03(b) is deleted and the following is substituted therefor:

Sign posts shall be 3-inch diameter standard weight (7.58 lbs./ft.) steel pipe conforming to the requirements of ASTM A501 and shall be zinc (hot-galvanized) coated in accordance with AASHTO M-111.

Subsection 624.08 and 624.09 are deleted and the following is substituted therefor:

Sign panels shall be measured and paid for by the square foot.

Sign posts shall be measured and paid for by the unit.

Payment for these items shall include all incidentals necessary for these items complete in place.

SECTION 627
FLAGGING AND PILOT CAR OPERATION

Section 627 of the Standard Specifications is hereby amended as follows:

Flagging will not be measured or paid for separately, but its cost shall be included in the price bid for mobilization.

SECTION 670
MIRAFI 600X FABRIC

670.01 Description: This item shall consist of placing Mirafi 600X Fabric on the subgrade as shown on the plans or as directed by the Engineer.

670.02 Materials: The fabric shall be Mirafi 600X. The bituminous tack coat shall be asphaltic emulsion Type CSS-1H and shall conform to the requirements of Section 704.

670.03 Application of Bituminous Material: The bituminous tack coat shall be applied in conformance with the requirements specified in Section 404. The tack coat shall be applied at the rate of 0.1 gallons per square yard.

670.04 Application of Mirafi 600X: The Mirafi 600X shall be placed on the bituminous tack coat as soon as possible after the emulsion has "broken" and no more than one hour after "breaking".

The longitudinal and transverse seams shall be overlapped 6 inches and shall be sealed by an application of tack coat between the two layers of fabric.

On transverse seams, the uphill fabric shall overlap the downhill fabric to prevent the intrusion of water into the subgrade.

Any damage that occurs to the fabric during subsequent construction operations shall be repaired by the Contractor at his expense by removing the damaged section and replacing it. If the damage is a small tear or rip, it may be repaired by placing a new fabric on the damaged fabric with a minimum of 3 feet of overlap on the undamaged fabric. All replacement fabric shall be bonded in place with an application of tack coat.

670.05 Method of Measurement: Mirafi 600X shall be measured by the square yard computed from the specified surface area. Overlap will not be measured.

670.06 Basis of Payment: The accepted quantities of this item shall be at the contract unit price per square yard for "Mirafi 600X Fabric", which price shall be full compensation for all work necessary to complete this item except for bituminous tack coat which shall be paid for as provided under Section 404.