

**BID DOCUMENTS  
FOR  
SAN JUAN HOSPITAL – MASS EXCAVATION**

**SAN JUAN HEALTH SERVICE DISTRICT  
380 WEST 100 NORTH  
MONTICELLO, UT 84535**

**APPLICABLE DATES/DEADLINES:**

Post Notice/Invitation to Bid-	Monday, September 23, 2024
Bid Inquiries-	Tuesday, October 1, 2024 by 5 p.m.
Bid Deadline-	Thursday, October 3, 2024 @ 10:00 a.m.
Bid Opening-	Thursday, October 3, 2024 @ 10:00 a.m.

NOTICES AND INQUIRIES TO BE POSTED AT: [U3P - Utah Procurement Place](#)

In order to respond to this solicitation you must register at the new U3P by clicking >> [here](#). For first time users, after you click the link, on the top right hand side you will see a "Register" button.

The Division of Purchasing is migrating to a new Utah Public Procurement Place (U3P) platform. Click on the link above and you will be taken through the registration process.

Project Manager: Clayton Holt, CEO  
San Juan Health Service District  
380 West 100 North  
Monticello, UT 84535  
Email: [cholt@sanjuanhealth.org](mailto:cholt@sanjuanhealth.org)

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**PART A**  
**THE DISTRICT**

San Juan Health Service District (District), located **Monticello, Utah**, operates a critical access hospital for the surrounding rural communities. It provides essential healthcare services including emergency care, family medicine, and specialty treatments to residents of San Juan County and nearby areas. San Juan Health plays a vital role in improving healthcare access in the region, with its location in Monticello making it a central hub for medical services. The hospital is committed to expanding its facilities and infrastructure to better serve the diverse healthcare needs of its rural population.

This invitation for bid is for phase 1 (mass excavation) of a project to replace the existing hospital facility with a new and separate building. This mass excavation package is being issued directly by the owner and will be managed by the owner rather than a general contractor. Phase 2 of the project, to be bid and managed by a CMGC in November-December 2024, will include construction of the new building with associated civil and site work. It is required that all work related to this mass excavation package be substantially complete by December 1, 2024. It is intended that Phase 2 of the project commence March of 2025.

-- End of Part A; The District --

**PART B**  
**DESCRIPTION OF BIDDING PROCESS**  
**AND NOTICE INVITING BIDS**

**BIDDING PROCESS.** This Invitation to Bid invites timely written bids from qualified contractors. Inquiries about this Invitation to Bid may be submitted to the District via email to Clayton Holt: [cholt@sanjuanhealth.org](mailto:cholt@sanjuanhealth.org) on or before close of business Tuesday, October 1, 2024. Responses will be posted to UP3 as well as email responses provided to all contractors who have provided contact information to the District and expressed interest in the project. Bidders shall submit hard-copy (paper) bids to the District on or before 10:00 a.m. on Thursday, October 3, 2024, and bids will be opened at 10:00 a.m. on Thursday, October 3, 2024.

**RECEIPT OF BIDS.** Sealed bids will be received by the District at its offices located at 380 West 100 North, Monticello, Utah until 10:00 a.m., on Thursday, October 3, 2024 for the project titled “San Juan Hospital – Mass Excavation.”

**SUMMARY OF DATES & DEADLINES**

<b>DEADLINE ITEM</b>	<b>DATE – NO LATER THAN</b>
District Issues Notice and Invitation to Bid	Monday, September 23, 2024
Bid Inquiries	Tuesday, October 1, 2024 by 5 p.m.
Bid Deadline	Thursday, October 3, 2024 at 10:00 a.m.
Bid Opening	Thursday, October 3, 2024 at 10:00 a.m.

**GENERAL DESCRIPTION OF WORK.** The District seeks bids from qualified contractors for mass excavation and grading of the new San Juan Hospital building site. The primary work includes approximately 35,000 cubic yards of cut and recompacted fill, up to 4,000 tons of export material to be hauled from the site, and approximately 10,000 cubic yards of topsoil stripping and stock piling on the site. Additionally, the work will require the removal and stock piling of approximately 2,500 sq. feet of large rip rap existing on the site. ALL UNIT QUANTITIES ARE APPROXIMATE. ACTUAL AMOUNTS MAY BE MORE OR LESS THAN THE AMOUNTS NOTED IN THE GENERAL DESCRIPTION OF WORK.

**SPECIFICATIONS.** Work shall be completed in accordance with the requirements of technical specifications. Refer to Part F of this document for technical specifications.

**Note the following with respect to technical specifications:**

- 1. All technical specifications may not be applicable to the specific work performed under this bid package. Technical specifications only apply in the event work is performed relative to the specific specification. Specifically:**
  - a. Section 02 41 13 – Selective Site Demolition. The current bid package does not include any demolition. In the event demolition work is needed, it will be in addition to the proposed bid package and performed in accordance with the technical specifications.
  - b. Clearing will be accomplished in conjunction with stripping of topsoil and/or removal of material to the Monticello City landfill. It is not intended for clearing to be a separate process in the current bid package. The area to be stripped of

topsoil is currently wheat stubble. All vegetation should be removed with the topsoil and deposited in the topsoil stockpile.

- c. Top soil should be stripped uniformly from the site to a depth of 6 inches; however, as directed by owner, some areas of the site may be stripped to a depth of more than 6 inches to accumulate the required amount of topsoil in the stockpile.
- d. The topsoil stockpile will be located on the far West side of the site and placed uniformly no more than 6' high with the stockpile running North and South. Owner will coordinate the exact location of stockpile with the Contractor.
- e. Owner will provide security fencing at both entrances to the site. The Contractor may propose additional barriers or fencing on the site to be included in the Contractor's unit pricing; however, based upon the location and layout of the site, the owner will not require any additional fencing or barriers be provided by the contractor for this bid package.
- f. Owner is responsible for cost of soil proctor and density testing costs and will contract with a qualified firm to provide the testing services. Contractor is responsible to coordinate testing with the contracted firm as requested by owner.
- g. Contractor is responsible to evaluate all existing site conditions prior to bidding. Unit pricing must include moving existing stockpile of landscape boulders located on the site to achieve specified grading plan.

**SCHEDULE.** Work site shall be available immediately upon execution of contract documents with substantial completion of work no later than December 1, 2024.

**QUANTITIES.** All quantities in the construction documents are estimates. The contractor will be compensated on a per unit basis for actual quantities of work performed based upon differential topo conducted by a licensed surveyor hired by the owner as well as contractor's record of tons of material and/or debris removed from the site. The contractor, at its own expense, may hire a separate licensed surveyor to verify owner calculated quantities.

**PRICES.** Prices quoted must include all charges.

**BID BOND.** Bid Bond is not required for this bid package.

**ADDRESS AND MARKING OF BIDS -- DEADLINE FOR RECEIPT OF BIDS.** The envelope or package enclosing the bid shall be sealed and addressed, delivered or mailed to:

Clayton Holt  
San Juan Health Service District  
P.O. Box 308  
380 West 100 North  
Monticello, UT 84535

The envelope shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words: **“San Juan Hospital – Mass Excavation”** Bids must be **received by the District at the street address listed above on or before 10:00 a.m. on Thursday, October 3, 2024. Bids received after the stated date and time will not be opened. Bidders are solely responsible to ensure that bids are received by the District on or before the stated deadline.**

**OWNER’S RIGHTS RESERVED.** The District reserves the right to reject any or all bids, to waive any formality in a bid and to make awards in the best interest of the District. Discounts offered under payment terms, or award of multiple bid items to a single Bidder, will be evaluated to determine the lowest overall cost to the District.

-- End of Part B; Description of Bidding Process and Notice Inviting Bids --

**PART C**  
**INSTRUCTIONS TO BIDDERS**

**BID SECURITY.** Bid security is not required on this bid package.

**FORM OF BID.** The bid shall be made on the Bid Forms included herein. The completed documents contained in Part D – Bid Forms -- shall be enclosed in a sealed envelope bearing the name of the Bidder and the name of the project, “San Juan Hospital – Mass Excavation.”

The remainder of the Bid Documents received from the District are not required to be returned with the bid schedule.

**DELIVERY OF THE BID.** The bid 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. Late bids will not be considered by the District.

**WITHDRAWAL OF BID.** Bids shall be unconditionally tendered to the District, without alteration or correction; provided however, that a Bidder may by means of written request, signed by the Bidder, withdraw or correct its bid. Such written request shall be delivered, prior to the above-stated deadline for receipt of bids, to the street address described above.

**OPENING OF BIDS:** The bids will be publicly opened and read at the offices of the District at the time set forth above. After bids are opened and read, the District will calculate the actual cost to the District of each proposed service, and will notify bidders of the results as required by law.

**MODIFICATIONS AND ALTERNATIVE BIDS.** Unauthorized conditions, limitations, or provisions attached to a bid will render it non-responsive or non-responsible and may cause its rejection.

Oral, facsimile transmission, telegraphic, telephonic or electronically submitted bids or modifications will not be considered by the District.

**DISCREPANCIES IN BIDS.** In the event there is more than one bid item in a bid schedule and/or the total indicated for the schedule does not agree with the sum of the prices being 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 Bidder shall be bound by said correction.

**BIDDER’S EXAMINATION OF BIDDING DOCUMENTS AND DISTRICT FACILITIES.**

It is the responsibility of each Bidder before submitting a bid to:

- A. Examine the bid documents thoroughly.
- B. Consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work.
- C. Study and carefully correlate the Bidder’s observations with the bid documents.
- D. Notify the District of all conflicts, errors, or discrepancies in the Bid Documents.

**DISQUALIFICATION OF BIDDERS:** If there is a reason to believe that collusion exists among

Bidders, all bids will be rejected.

**EVALUATION OF BIDS AND AWARD OF AGREEMENT.** Award of the Agreement(s), if awarded, will be made utilizing the following criteria: a responsive and responsible bid; compliance with the Technical Specifications outlined in the Bid Documents; and lowest overall cost to the District. The award(s) will be made to the responsive and responsible Bidder(s) whose bid complies with all the requirements of the Bid Documents and whose bid(s) presents the lowest overall cost to the District.

**CONTRACTOR QUALIFICATIONS.** A responsive and responsible bid will include information from the CONTRACTOR demonstrating that that Contractor meets the following minimum qualifications:

1. In the last 5 years, CONTRACTOR has successfully completed at least 3 projects similar to the work outlined in the bid documents. Owner reserves the right to check references and make inquiries regarding contractor's previous work.
2. CONTRACTOR shall demonstrate it has the quantity and type of equipment necessary to complete the work in a timely manner.
3. CONTRACTOR shall demonstrate that it will grade the site using GPS assistance following a GPS model.
4. Contractor shall maintain all necessary licensure requirements to perform the work.

**EXECUTION OF AGREEMENT.** The Bidder to whom award is made shall execute a written Agreement with the District within 5 calendar days following notification of acceptance by the District. The Agreement shall be in a form substantially similar to that found in the Documents, Part E. Failure or refusal to enter into the Agreement or to conform to the requirements of the Bid Documents shall be cause to annul the award. If the successful bidder fails to execute the Agreement, the District may award the contract to the second lowest responsive and responsible bidder, or reject all bids and re-advertise for rebidding.

**BONDS.** Bid bonds are not required on this bid package.

**INSURANCE.** When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by executed certificates of insurance providing satisfactory evidence of insurance issued by insurance companies meeting the requirements established in Article 13 of the General Conditions (one of the proposed Contract Documents) for the quality of insurance carrier providing the required insurance coverages. Insurance shall be provided in accordance with the requirements of Article 13 of the General Conditions and in the amounts specified in the Agreement (one of the proposed Contract Documents).

**Substitutions.** Bids shall be prepared and submitted based on the services and materials listed in the bid and contract documents. Approvals of "equals" or "substitutes" will not be considered during the bid period. "Substitutes" or "equals" may be considered after the award of the contract subject to the Article 4 of the General Conditions.

**PROPRIETARY / PROTECTED INFORMATION.** Bids provided to the District are presumed to be public records and are available for public review or inspection. If a firm believes that any portion of its Bid includes proprietary information or is otherwise protected under the Utah



Government Records Access Management Act (“GRAMA”), the Bid shall clearly identify each portion of the Bid that the firm claims is protected, clearly designating the same with the words “*PROPRIETARY / PROTECTED INFORMATION.*” A bid that designates the entire bid as proprietary or protected will be rejected as non-responsive and/or non-responsible. The District will not provide any advice (legal or otherwise) on matters relating to GRAMA, and firms are directed to seek independent legal advice on issues concerning such matters. To the extent allowed by law, the District will honor a designation of protection under GRAMA. By submission of a Bid the firm acknowledges that, in the event that the District is required to disclose allegedly proprietary or protected materials, the District shall have no obligation or liability for such a disclosure. A firm that claims material to be exempt from disclosure under GRAMA, shall defend, indemnify and hold harmless the District from any claim or suit arising from the District’s refusal to disclose any such material, including the payment of all costs and attorney’s fees of legal counsel to be selected by the District.

-- End of Part C; Instructions to Bidders --

**PART D  
BID FORMS**

**BIDS TO: SAN JUAN HEALTH SERVICE DISTRICT – FOR SAN JUAN HOSPITAL MASS EXCAVATION**

1. The undersigned Bidder hereby agrees, if this bid is accepted, to enter an Agreement with the Owner substantially in the form of Part E of the Procurement Documents.
2. Bidder accepts all of the requirements, terms and conditions of the Procurement Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, the Agreement and the General Conditions.
3. This bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter the Agreement within the time and in the manner required in the Procurement Documents.
4. Bidder has familiarized itself with the nature and extent of the procurement Work, all applicable legal requirements (federal, state and local laws, ordinances, rules, and regulations), and all conditions affecting cost, progress or performance of the Work, and has made such other independent investigations as Bidder deems necessary.
5. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the District.
6. To all the foregoing, and including all cost schedule(s) and information required of Bidder contained in this bid form, said Bidder further agrees to complete the Work required under the Procurement Documents within the contract time stipulated in the Procurement Documents, and to accept in full payment the contract unit pricing in the Cost Schedule submitted herewith.

Dated: \_\_\_\_\_, 2024 Bidder: \_\_\_\_\_

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

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

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

**COST SCHEDULE – LINE ITEM AND UNIT PRICING**

Bid price for procurement of “San Juan Hospital – Mass Excavation,” in accordance with the Procurement Documents.

**Invitation for Bids  
SAN JUAN HOSPITAL – MASS EXCAVATION**

<b>COMPANY NAME:</b>	
<b>General Note:</b>	All prices shall be inclusive of mobilization, demobilization, portable toilets, and all other general conditions. Prices shall be inclusive of compliance with standard SWPPP best housekeeping and pollution control practices. Owner will provide and maintain SWPPP plan, SWPPP inspections, entrance fencing, signage and SWPPP sediment controls as needed. Contractor will cooperate with owner to file appropriate notices including notice of intent, notice of termination and ensure SWPPP compliance. Owner will provide a GPS model to be used by contractor for site grading. Additional site staking will be contractor’s responsibility.
<b>Strip topsoil uniformly from the site and stockpile topsoil in designated location. – price per cubic yard as measured in the topsoil stock pile.</b>	Estimated quantity: 10,000 cubic yards. Actual quantity may be more or less.  Price per stockpiled cubic yard: \$ _____
<b>As requested by the owner, haul excess material from the site to the Monticello City landfill and stockpile at the landfill. Contractor will provide equipment as needed to stockpile the material at the Monticello City landfill located approximately 4.4 miles East of the site on Highway 491 – price per ton of material removed from the site and stockpiled. Owner will be responsible for any disposal fees charged by the landfill related to this line item.</b>	Estimated quantity: up to 4,000 tons. Actual quantity may be more or significantly less.  Price per ton exported to Monticello City Landfill: \$ _____

<p><b>As requested by owner, remove and dispose of debris including: rock, old fencing and vegetation from the site – price per ton of material removed. Contractor will be responsible for any disposal fees related this line item.</b></p>	<p>Estimated quantity: Approximately 50 tons. Actual quantity may be more or less.</p> <p>Price per ton of debris exported from site: \$ _____</p>
<p><b>Grade the site according to the grading plan provided in the contract documents. Contractor to provide all equipment and labor necessary to cut, place and recompact material in accordance with the grading plan and technical specifications provided for compaction. Owner is responsible for soil proctoring, compaction testing, and the cost of water necessary for proper compaction. Water is available from Monticello City fire hydrant on the site. Contractor will be responsible for providing all equipment and labor for cutting, placing, watering, compacting and final grading of the site. – price per cubic yard of recompact material determined based upon differential (before and after) topo from licensed surveyor hired by the owner. Unit price must be inclusive of all work outlined for this line item.</b></p>	<p>Estimated quantity: Approximately 35,000 compacted cubic yards. Actual quantities may be more or less.</p> <p>Price per compacted cubic yard of fill: \$ _____</p>

<b>As requested by owner, 2-3” clean rock delivered to the site and spread. – price per ton</b>	Estimated quantity: Approximately 50 tons. Actual quantity may be more or less. Price per ton of 2-3” clean rock delivered and spread: \$ _____
<b>Remove rip rap from existing location and stockpile on site. Reinstallation of rip rap is not included in this line item. – price for this line item is lump sum.</b>	Lump Sum Price to remove and stockpile rip rap in designated location on the site as noted on the drawings beginning at the North end of existing rip rap and ending of the corner of Clyde Herrera property as noted on the drawings. Approximately 2,500 square feet. Contractor is responsible to verify quantity and size of rip rap prior to bidding: \$ _____
<b>Attach additional schedule providing itemized hourly trucking and equipment rates (inclusive of operator) for any additional work requested by owner.</b>	Attach additional schedule providing hourly rates (operator included) for additional work requested on the site by owner as needed.
<b>As requested by owner, 1” minus road base delivered to site and spread. – price per ton.</b>	Estimated quantity: Less than 100 ton. Price per ton of 1” minus road base delivered to the site and spread: \$ _____

Bidder understands that the San Juan Health Service District reserves the right to reject any or all bids, to waive any formalities in a bid and to make awards in the interest of the District.

Respectfully submitted,

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

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

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

Complete Business Name and Address:

\_\_\_\_\_  
 \_\_\_\_\_

## BIDDER'S GENERAL INFORMATION

The BIDDER shall furnish the following information with the bid. This general information shall also be used in evaluating the bid. Additional sheets shall be attached as required. Failure to complete this sheet, or the submission of inaccurate information, will 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 is delivered to the District.

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

Street Address: \_\_\_\_\_

Normal Working Hours: \_\_\_\_\_

Responsible Personnel: \_\_\_\_\_

Name	Telephone
_____	_____
_____	_____
_____	_____

### Person(s) authorized to sign Affidavit of Compliance-Warranty

Normal Working Hours: \_\_\_\_\_

Responsible Personnel: \_\_\_\_\_

Name	Telephone
_____	_____
_____	_____
_____	_____

### Emergency Assistance (24/7)

Name	Telephone
_____	_____
_____	_____
_____	_____

### Attachments

To demonstrate Contractor is qualified to complete the work, include the following items with the Bid Form:

- 1) List a minimum of 3 similar projects successfully completed by the Contractor in the last 5 years. List shall include: Name of Project, Location of Project, Owner, and Description of Work Completed,
- 2) Provide a list of equipment the CONTRACTOR will assign to the project to ensure completion of the work in a timely manner and in accordance with grading plan and technical specifications.
- 3) Provide a brief description of contractor GPS assisted grading resources and capabilities the contractor will use for the project.

4) Provide a copy of current licensure necessary to perform the Work.

- End of Part D; Bid Forms –

**PART E**  
**CONTRACT DOCUMENTS**

**AGREEMENT**

THIS AGREEMENT is dated and effective \_\_\_\_\_, 2024, by and between the San Juan Health Service District, (the “District”) and \_\_\_\_\_, (the “Contractor”). The District and the Contractor, in consideration of the mutual covenants hereinafter set forth and for other valuable consideration the receipt and adequacy of which is acknowledge, agree as follows:

**ARTICLE 1: THE WORK**

1.1 Work

- A. Work includes all labor, materials, equipment, services and documentation necessary to perform the work as defined herein.
- B. The Contractor shall complete the Work as specified or indicated in the Procurement Documents. The Project is generally described as follows:
  - 1. San Juan Hospital – Mass Excavation which consists of stripping and stockpiling topsoil, grading the site in accordance with the plans and specifications provided in the Procurement Documents and removing material and debris from the site. Said documents are incorporated by reference as though fully set forth herein.

**ARTICLE 2: SITE OF WORK.**

The location where the Work shall be completed as defined in the General Conditions is designated as: San Juan Hospital, 380 West 100 North, Monticello, UT 84535, new hospital site.

**ARTICLE 3: CONTRACT TIME**

The Work will be substantially complete by December 1, 2024 and fully completed and ready for final payment by December 15, 2024.

**ARTICLE 4: CONTRACT PRICE**

The District shall pay Contractor, in accordance with the contract documents, based upon the units of work performed and lump sum pricing in current funds as shown on the Contractor’s bid.

**ARTICLE 5: PAYMENT PROCEDURES**

Due to the short duration of the project, payment for services rendered will be on a lump sum basis. Contractor may not make application for partial payments. Upon completion of the work, the



District will pay the contractor in full within 10 days of receiving an appropriate request for payment and documentation required by contract documents.

## **ARTICLE 6: PROCUREMENT DOCUMENTS**

The Procurement Documents comprise the entire agreement between District and Contractor concerning the Work, and those documents include the Invitation to Bid, this Agreement, the General Conditions, and all Procurement Documents as defined in the General Conditions. The Procurement Documents include:

Technical Specifications:

Section F – Technical Specifications

Construction Drawings:

Project Location Map	Attachment 1
Legend and notes – Mass Ex.	Attachment 2
Demolition Plan – Mass Ex. (Current Site Topo)	Attachment 3
Grading Plan – Mass Ex.	Attachment 4

The Procurement Documents include any Change Orders which may be delivered or issued after the effective date of this Agreement.

There are no Procurement Documents other than those listed in this Article 6. The Procurement Documents may only be amended by written Change Order as provided in Article 5 of the General Conditions.

## **ARTICLE 7: INSURANCE AND BONDS**

### **7.1 INSURANCE**

Insurance coverage shall not be less than the following coverage and limits, or greater where required by Laws and Regulations:

A. Worker’s Compensation and Employer’s Liability

1. Worker's Compensation: Utah Statutory Coverage and Limits
  2. Employers' Liability: Coverage limits of not less than \$1,000,000 each accident or disease.
- B. Commercial General Liability
1. Bodily Injury:
    - \$ 1,000,000 Each Occurrence
    - \$ 1,000,000 Annual Aggregate
  2. Property Damage:
    - \$ 1,000,000 Each Occurrence
    - \$ 1,000,000 Annual Aggregate
 Property Damage liability insurance will provide explosion, collapse and underground coverage, where applicable.
  3. As an alternative to the insurance limits of Paragraphs 7.1.B.1 and 7.1.B.2 of this Agreement, combined single limit coverage for bodily injury and property damage of not less than \$2,000,000 combined single limit.
  4. Personal Injury, with employment exclusion deleted:
    - \$ 1,000,000 Each Occurrence
    - \$ 1,000,000 Annual Aggregate
- C. Business Automobile Liability
1. Bodily Injury:
    - \$ 1,000,000 Each Person
    - \$ 1,000,000 Each Occurrence
  2. Property Damage:
    - \$ 500,000 Each Occurrence
  3. As an alternative to the insurance limits of Paragraphs 7.1.C.1 and 7.1.C.2 of this Agreement, combined single limit coverage for bodily injury and property damage of not less than \$1,000,000 combined single limit.
- D. Builder's Risk:
1. Builder's Risk Insurance is not required.

7.2 **BONDS.** Bonding is not required for this bid package.

## **ARTICLE 8: MISCELLANEOUS**

Terms used in this Agreement and throughout the Procurement Documents which are defined in Article 1 of the General Conditions will have the meanings there indicated.

No assignment by a party of any rights under or interests in the Procurement Documents will be binding on another party without the written consent of the party sought to be bound; and no assignment will release or discharge the assignor from any duty or responsibility under the

Procurement Documents.

**ARTICLE 9: ENGINEER**

The Engineer for the Work is:

Jones & DeMille Engineering, Inc. (name)  
696 North Main Street (address 1)  
Monticello, UT 84535 (address 2)  
(435) 587-9100 (telephone)  
[javen.i@jonesanddemille.com](mailto:javen.i@jonesanddemille.com) (email address)

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

<p>San Juan Health Service District:</p> <p>By: _____ Its: _____</p> <p>Attest:</p> <p>_____</p> <p>District</p>	<p>Contractor:</p> <p>By: _____ Its: _____</p>
<p>Address for Giving Notice:</p> <p>_____ _____</p>	<p>Address for Giving Notice:</p> <p>_____ _____</p>

**NOTICE OF AWARD**

To: \_\_\_\_\_

Project: San Juan Hospital – Mass Excavation

Owner: San Juan Health Service District

You are hereby notified that the Owner has accepted your Bid for the above-referenced Project with the Bid Prices as noted on the attached copy of your bid form.

You must complete all blanks in the form of Agreement provided in the Bidding Documents entirely consistent with your Bid, you must execute the Agreement completed as herein required within five (5) days.

Please sign a copy of this Notice of Award below to acknowledge your receipt of the Notice of Award, and please return to the Owner the ink original of the copy of the Notice of Award upon which you have acknowledged receipt.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Title: CEO

**RECEIPT OF NOTICE**

Receipt of this Notice of Award is hereby acknowledged by:

\_\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

**NOTICE TO PROCEED**

To: \_\_\_\_\_

Project: San Juan Hospital – Mass Excavation

Owner: San Juan Health Service District

You are hereby notified to commence the Work on the above-referenced Project on \_\_\_\_\_, 20\_\_, which is the Commencement Date. Subject to adjustments of the Contract Time allowed by the Contract, you are required by the Contract Documents to achieve Substantial Completion and Final Completion of the Work as follows:

1. You are required by the Contract to achieve Substantial Completion of the entire Work on or before December 1, 2024.
2. You are required by the Contract to achieve Final Completion of the entire Work on or before December 15, 2024.

Please sign a copy of this Notice to Proceed below to acknowledge your receipt of the Notice to Proceed, and please return to the Owner within five (5) days of the receipt hereof the ink originals of the copy of the Notice to Proceed upon which you have acknowledged receipt.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

San Juan Health Service District

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

Title: CEO

**RECEIPT OF NOTICE**

Receipt of this Notice to Proceed is hereby acknowledged by:

\_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

CONTRACT DOCUMENTS

**GENERAL CONDITIONS**

**ARTICLE 1 – DEFINITIONS**

Wherever used in these General Conditions or in the other Procurement Documents, the following terms have the meanings indicated below. Terms used in these General Conditions, which are defined in the Agreement, will have the meanings indicated in the Agreement.

Addenda: Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the Procurement Documents.

Bid: The offer or bid of the Contractor submitted on the prescribed form setting forth the price(s) for furnishing the product and services.

Change Order: A document, which is signed and dated by Contractor and the District after the effective date of the Agreement, and authorizes an addition, deletion or revision in the product or services, an adjustment in the contract price or the contract time, or otherwise modifies the terms, conditions or requirements of the Procurement Documents.

Contract Price: The monies payable by the District to Contractor under the Procurement Documents.

Contract Time: The number of successive calendar days stated in the Procurement Documents for furnishing the product and services. Time is of the essence of every performance or requirement of the Procurement Documents.

Day: A calendar day of 24 hours measured from 12:01 a.m. to the next midnight.

Defect/Defective: Refers to product or services which are unsatisfactory, faulty or deficient, and do not conform to the Procurement Documents or do not meet the requirements of any inspection, reference, standard, test or approval referred to in the Procurement Documents.

District: San Juan Health Service District located at 380 West 100 North, Monticello, UT 84535.

FOB Point of Delivery: All transportation charges to the Point of Delivery, including but not limited to switching, trucking, lighterage, and special handling shall be paid by the Contractor.

Agreement: The agreement made between the District and Contractor as of the specified date.

Procurement Documents: The Procurement Documents are defined as all documents included in the District's "Procurement Documents for San Juan Hospital – Mass Excavation" issued by the District on or about September 23, 2024.

Sciquest: The entity that operates sciquest.com, the web provider/portal through which the District is conducting this procurement advertisement and distribution of bid documents.

Services: Services to be furnished to the District by Contractor as required by the Procurement Documents.

Contractor: The party to whom the Agreement is awarded; and who has agreed to complete the Work described in the Procurement Documents.

Technical Specifications: The Technical Specifications as set forth in the District's Procurement Documents.

Work: The labor, materials, equipment, services, and documentation necessary to perform the work defined herein.

## **ARTICLE 2 – INTENT OF PROCUREMENT DOCUMENTS**

2.01 The Procurement Documents comprise the entire agreement between the District and the Contractor concerning the furnishing of the Product and Services. The Procurement Documents may be altered only by a written Change Order.

2.02 The Procurement Documents are complementary; what is called for by one is as binding as if called by all. If, during performance of the Agreement, Contractor discovers a conflict, error or discrepancy in the Procurement Documents, Contractor shall report the same to the District immediately in writing. If the conflict, error or discrepancy affects Contractor's performance, Contractor shall request and obtain a written interpretation or clarification from the District before proceeding further.

2.03 All Product, materials, equipment and Services required by the Procurement Documents to produce the specific result, will be supplied and delivered by Contractor to the District. When words which have a well-known technical or trade meaning are used to describe products, materials, equipment or services, such words will be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organizations or association, or to the code of any government authority, whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect at the effective date of the Agreement, except as may be otherwise specifically stated. Where deemed appropriate, clarifications and interpretation of the Procurement Documents shall be issued by and at the discretion of the District.



### ARTICLE 3 – TAXES

3.01 Contractor shall pay all sales, consumer, use and other similar taxes required by law to be paid due to the production and delivery of the product and furnishing of services.

### ARTICLE 4 – CONTRACTOR RESPONSIBILITIES

#### 4.01 SUPERVISION AND SUPERINTENDENCE

- A. The Contractor shall supervise and direct the Work competently and efficiently, devoting the attention and applying the skills and expertise necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. The Contractor shall be responsible to assure that the completed Work complies in all respects with the Contract Documents.

#### 4.02 LABOR, MATERIALS, AND EQUIPMENT

- A. The Contractor shall provide skilled, competent and suitably qualified personnel to survey and layout the Work and to perform construction of the Work as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the Site.
- B. Work at the Site shall not be limited to regular work hours or certain days of the week.
- C. The Contractor shall bear the risk of any escalations in the prices of labor, materials, equipment, utilities, fuels, facilities or incidentals necessary for the performance of the Work subsequent to the Contractor's Bid and/or subsequent to the award of the Contract, and such price escalations shall not be the basis for any Claim for increase in the Contract Price.
- D. All materials incorporated into the Work shall conform to the requirements of the Contract Documents and the Contractor's warranties and guarantees set forth in Paragraphs 8.01.A and 8.01.B hereof. If required by the Owner, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind and quality of materials.

#### 4.03 SUBSTITUTES AND "OR-EQUAL" ITEMS

- A. Not applicable.

#### 4.04 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- A. Subcontract Limitations. The Contractor shall provide with the Contractor's own forces Work with a value that is equal to or greater than ninety percent (90%) of the Contract Price. The Contractor may, therefore, enter contracts with Subcontractors and Suppliers for portions of the Work having an aggregate value

of less than ten percent (10%) of the Contract Price.

- B. The Contractor shall be fully responsible to the Owner for the acts, errors or omissions of the Contractor's agents and employees, and the Contractor shall be fully responsible to the Owner for the acts, errors or omissions of the Subcontractors, Sub-subcontractors, Suppliers and other individuals or entities performing or furnishing any of the Work to the same extent as the Contractor is responsible to the Owner for the Contractor's own acts, errors and omissions.
- C. The Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other individuals or entities performing or furnishing any of the Work.
- D. Nothing in this Paragraph 4.04 or elsewhere in the Contract Documents shall create a contractual relationship between the Owner and any Supplier, Subcontractor or Sub-subcontractor. The Owner shall have no obligation to pay or see to the payment of money to a Supplier, a Subcontractor or Sub-subcontractor, except as may otherwise be required by Laws or Regulations.
- E. Communications by and with Subcontractors, Sub-subcontractors and Suppliers shall be through the Contractor; provided, however, the Owner may communicate directly with Suppliers, Subcontractors and Sub-subcontractors with regard to amounts paid and owed for the Work performed or materials furnished if the Owner reasonably believes that the Contractor or its Subcontractors or its Sub-subcontractors have failed to make timely payments for the Work performed or materials furnished.

#### 4.05 PERMITS AND OTHER FEES AND CHARGES

- A. The Contractor shall reasonably cooperate with the owner to secure all permits and licenses necessary for the lawful and proper performance of the Work, and the owner shall pay all fees and costs of the issuance of such permits and licenses.

#### 4.06 LAWS AND REGULATIONS

- A. The Contractor shall give all notices required by and shall observe and comply with all Laws and Regulations which in any manner affect those engaged or employed on the Work, the materials used in the Work, or the performance of the Work. Except as otherwise expressly required by applicable Laws and Regulations, neither the Owner nor the Engineer shall be responsible for monitoring compliance with any Laws or Regulations by the Contractor, the Subcontractors, the Sub-subcontractors or the Suppliers. Notwithstanding any immunity otherwise provided by applicable workers' compensation statutes, to the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend and hold harmless the Owner and the Indemnitee, and their trustees, officers, directors, members, partners, employees, agents, successors and assigns from and against any and all claims, demands, proceedings, lawsuits, losses, liabilities, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees and investigative and discovery costs) and damages and injuries (including, without

limitation, injuries to persons, loss of life, damage to tangible or intangible property or rights, and economic loss, wherever occurring) arising directly, indirectly, or consequentially out of, or in any way connected with, a violation of any Laws or Regulations by the Contractor, the Subcontractors, the Sub-subcontractors or the Suppliers, or by any of their employees or agents. This obligation to indemnify, defend and hold harmless is intended to provide the greatest protection allowed by law. The obligations set forth in this Paragraph 4.06.A shall remain effective notwithstanding the completion of the Work, the termination of the Contract and/or final payment for the Work.

#### 4.07 USE OF SITE

- A. The Contractor shall confine construction equipment, stored materials and equipment, and operations of workers to (1) the Site, and (2) other land and areas identified for the Contractor's use in the Contract Documents.
- B. The Contractor shall keep the Site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Removal of all waste materials and rubbish shall conform to applicable Laws and Regulations. If the Contractor fails to keep the Site and surrounding areas free from accumulations of waste materials or rubbish as provided in the Contract Documents, the Owner may do so at the expense of the Contractor. If such costs are not paid by the Contractor to the Owner within fifteen (15) days of receipt by the Contractor of an invoice with supporting data attached, the Owner may deduct such costs from the Contract Price owed to the Contractor and/or assert a claim against the Contractor under Articles 5, 7 and/or 16 of these General Conditions.
- C. Toilet Facilities: Provide Toilet Facilities: Provide fixed or portable chemical toilets wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction. Restrooms at the existing hospital facility will not be available for Contractor use.
- D. At the Final Completion of the Work, the Contractor shall remove from the Site all tools, construction equipment and machinery.

#### 4.08 SAFETY AND PROTECTION

- A. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 1. All persons on or near the Site and persons who may be affected by the Work.
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including livestock, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. The Contractor shall comply with all applicable Laws and Regulations (whether referred to in the Contract Documents or not) for the safety of persons or property or to protect persons or property from damage, injury, or loss, and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

#### 4.09 SHOP DRAWINGS AND SAMPLES

- A. Shop drawings and samples are not applicable to this bid package.

#### 4.11 CONTRACTOR'S DAILY REPORTS

- A. The Contractor shall complete a daily report of all Work performed at the Site on each day of operations by the Contractor, Subcontractors or Sub-subcontractors at the Site. The daily report shall identify all Subcontractors and Sub-subcontractors at the Site and the respective manpower of the Contractor, the Subcontractors and the Sub-subcontractors at the Site, the major equipment operated at the Site, the Work performed at the Site, the quantities of Unit Price Work installed, the progress or status of completion of Lump Sum Price Work, any disruptions or delays encountered in the performance of the Work, and the weather conditions. The daily report shall be completed on forms prepared by the Contractor and acceptable to the Owner and shall be submitted to the Owner with the Contractor's final close-out submittals prior to final payment.

#### 4.12 ASSIGNMENT OF CONTRACT

- A. The Contractor shall not assign, transfer or otherwise dispose of the Contract or any portion thereof, or any of the Contractor's rights, title, or interests in the Contract, or any obligations thereunder, without the written consent of the Owner. Any assignment or transfer by the Contractor in violation of this Paragraph 4.12.A shall (i) be void and without force of effect, and (ii) constitute a material breach of this Contract and entitle the Owner, at the Owner's option, to terminate the Contract in accordance with Article 9 of these General Conditions.

#### 4.13 RECORD DRAWINGS

- A. Contractor record drawings are not applicable to this bid package.

#### 4.14 EMERGENCIES

- A. In an emergency affecting the safety of persons or property, the Contractor shall

act, at the Contractor's discretion, to prevent threatened damage, injury or loss. If an emergency threatening the safety of persons or property was not caused directly, indirectly or consequentially by the negligence or other fault or failure to perform a contractual obligation of the Contractor, a Subcontractor, a Sub-subcontractor or a Supplier, the Contractor shall be entitled to an adjustment in the Contract Price and/or the Contract Time for the reasonable actions taken by the Contractor in such emergencies to protect persons or property by making a Claim in accordance with Articles 5, 7 and/or 16 of these General Conditions.

## **ARTICLE 5 – CHANGES IN THE WORK**

### **5.01 AUTHORITY TO CHANGE THE WORK**

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a written Change Order, Construction Change Directive, or Field Order.

### **5.02 CHANGE ORDERS**

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 16.

### **5.03 CONSTRUCTION CHANGE DIRECTIVE**

- A. A Construction Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Construction Change Directive will not change the Contract Price or Contract Times but is evidence that the parties expect that the modification ordered or documented by the Construction Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Construction Change Directive's effect, if any, on Contract Price or Contract Times.

#### 5.04 FIELD ORDERS

- A. Owner may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

### **ARTICLE 6 – PAYMENT TO CONTRACTOR AND COMPLETION**

#### 6.01 SCHEDULE OF VALUE

- A. A Schedule of Values is not applicable to this bid package as there will be no progress payments. Due to short duration of work, payment will be made based upon units of work completed at project completion.

#### 6.02 CONTRACTOR’S WARRANTY OF TITLE

- A. The Contractor warrants and guarantees to the Owner that title to all Work, materials, and equipment covered by an Application for Payment, whether incorporated in the Work or not, will pass to the Owner no later than the time of payment, free and clear of all Liens.

#### 6.03 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. The Owner’s Project Representative will, within five (5) days after receipt of Application for Payment, either indicate in writing a recommendation of payment and present the Application to the Owner’s Board of Trustees, or communicate to the Contractor the Owner’s Project Representative’s reasons for being unable to recommend payment. If it is communicated to the Contractor that the Owner’s Project Representative is unable to recommend payment in the amount requested in the Contractor’s Application for Payment, the Contractor shall make all appropriate corrections and resubmit the Application. An approved application for payment will be processed and paid within ten (10) days of receipt.
- B. The Owner’s Project Representative may refuse to recommend payment of amounts otherwise due the Contractor under the Contractor’s Application for Payment, for any of the following reasons:
  - 1. To compensate the Owner for costs or expenses due to the Owner by the Contractor under the terms of the Contract Documents;

2. Third-party claims have been made or threatened against the Owner on account of the Contractor's performance of the Work;
3. Liens have been filed in connection with the Work;
4. There are other items entitling the Owner to a set-off against amounts of the Contract Price otherwise due to the Contractor;
5. The amount of any accrued liquidated damages due to any delay in the Substantial Completion of the entire Work;
6. Defective Work not remedied;
7. Incomplete Application for Payment; or
8. Failure by the Contractor to deliver to the Owner a submittal required by the Contract Documents as a condition to payment to the Contractor (including, without limitation, submission of a written acknowledgment of receipt by the Contractor of the Notice of Substantial Completion and the Notice of Completion, and the submission of an updated Construction Schedule).

#### 6.04 PAYMENTS BY OWNER

- A. The Owner shall make payment to the Contractor of all amounts due for payment not later than ten (10) days after the date such amounts become due pursuant to Paragraph 6.03.A hereof. Amounts unpaid by the Owner after thirty (10) days from the date the amounts become due shall bear interest from the date the amounts become due until the amounts are paid at the rate of five percent (5%) per annum. Interest is waived as to any disputed amounts subject to binding dispute resolution proceedings in accordance with Article 16 of the General Conditions during the duration of such dispute resolution proceedings.
- B. The Owner's Board of Trustees may refuse to make payment of the full amount recommended by the Owner's Project Representative to compensate the Owner for the Contractor's defaults or breaches of the terms of the Contract or to afford to the Owner any credit against the Contract Price or any right to withhold all or portions of the Contract Price allowed to the Owner in the Contract Documents.

## 6.05 PARTIAL UTILIZATION

- A. Partial utilization is not applicable for this bid package.

## 6.06 SUBSTANTIAL COMPLETION

- A. When the Contractor considers the entire Work is substantially complete, the Contractor shall notify the Owner's Project Representative in writing as a Legal Notice that such Work is substantially complete. Within a reasonable time after receipt of the Contractor's written notice, the Owner's Project Representative shall make an inspection of the Work that is the subject of the Contractor's written notice to determine the status of completion of such Work. If requested by the Owner's Project Representative, the Contractor shall accompany the Owner's Project Representative during the inspection of the Work that is the subject of the Contractor's written notice. The Owner's Project Representative shall prepare a Punchlist of items of Work that must be completed or corrected prior to the final completion and final payment for such Work. If the Owner's Project Representative does not consider the Work that is the subject of the Contractor's written notice to be substantially complete, the Owner's Project Representative shall notify the Contractor in writing giving the reasons therefor. The Contractor shall immediately take measures necessary to remedy these deficiencies. If the Owner's Project Representative considers such Work that is the subject of the Contractor's written notice to be substantially complete, the Owner's Executive Representative shall execute a Notice of Substantial Completion fixing the date of the Substantial Completion of such Work, and the Owner shall deliver the Notice of Substantial Completion to the Contractor as a Legal Notice. The Contractor shall execute the Notice of Substantial Completion for the sole purpose of evidencing receipt of the Notice of Substantial Completion and shall deliver an ink original of an executed copy to the Owner. The Notice of Substantial Completion shall normally have attached to it the Punchlist for the Work found to be substantially complete.
- B. The written notice given by the Contractor to the Owner that the entire Work is substantially complete shall, upon its delivery to the Owner, cause a release by the Contractor of the Owner and the Indemnitees, and their trustees, officers, directors, members, partners, employees, agents, successors and assigns, of and from any and all claims of, and liabilities to, the Contractor for any act, omission or neglect of the Owner or any person for whom the Owner may be legally liable relating to or affecting the Work to the date of the notice given by the Contractor of the Substantial Completion of the entire Work, except (i) Claims made by the Contractor against the Owner that are unresolved as of the date of the Contractor's written notice to the Owner of the Substantial Completion of the entire Work, and (ii) claims of the Contractor against the Owner for retainage and other amounts withheld from the Contract Price as of the date of the Contractor's written notice to the Owner of the Substantial Completion of the entire Work.
- C. The Owner, upon giving Legal Notice to the Contractor, shall have the right to exclude the Contractor from the Site after the date of Substantial Completion of the entire Work, subject to allowing the Contractor reasonable access to remove the Contractor's property and to complete or correct items of Work on the applicable



Punchlist.

## 6.07 COMPLETION AND FINAL PAYMENT

- A. When the Contractor considers the entire Work to be finally complete, including all Punchlist Work described in Punchlists issued at the Substantial Completion of the entire Work, the Contractor shall notify the Owner's Project Representative in writing as a Legal Notice of the Final Completion of the entire Work. Within a reasonable time after receipt of the written notice, the Owner's Project Representative shall make an inspection of the entire Work to determine the status of completion. If requested by the Owner's Project Representative, the Contractor shall accompany the Owner's Project Representative during the inspection of the entire Work for Final Completion. If the Owner's Project Representative does not consider the entire Work to be finally completed, the Owner's Project Representative will notify the Contractor in writing giving the reasons therefor. The Contractor shall immediately take the measures necessary to remedy these deficiencies.
- B. The Contractor may not submit an application for final payment until after the Contractor has submitted to the Owner all close-out submittals required by the Contract Documents, including those required by this Article 6, provided, however, in the sole discretion of the Owner, and upon request of the Contractor, the Owner may exempt from the prerequisite to final payment that all Work be finally complete, (i) defective Work that the Owner decides to accept pursuant to Paragraph 8.06 for a reduction in the Contract Price that is documented by Change Order; and (ii) certain minor deficiencies in the Work that do not prevent the entire Work from being used by the Owner for its intended use, and the completion of which will be unavoidably delayed due to no fault of the Contractor. These minor deficiencies of "pickup work" described in subparagraph (ii) hereinabove shall be separately documented in an agreement between the Owner and the Contractor wherein (i) the "pickup work" is specifically identified; (ii) the time limits for the final completion of each item of "pickup work" is specified; (iii) extended warranties with respect to each item of the "pickup work" is specified; and (iv) the agreed cost of final completion of each item of "pickup work" is specified.
- C. After the issuance of the Notice of Substantial Completion for the entire Work, after the Contractor has finally completed and/or corrected to the satisfaction of the Owner all incomplete and/or defective Work identified in Punchlists prepared at the time of the Substantial Completion of the entire Work that have not been exempted by the Owner from the requirement of final completion and after the delivery to the Owner of all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, certified surveys of the completed improvements, record drawings and other documents, all as required by the Contract Documents; the Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by a Certification of Contractor and Consent of Surety and all documentation called for in the Contract Documents and other data and schedules as the Owner may reasonably require, including an affidavit of the

Contractor that all labor, services, material, equipment and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, all in forms approved by the Owner.

#### 6.08 FINAL APPLICATION FOR PAYMENT

- A. If, on the basis of the Owner's observation of the Work during construction and final inspection, and the Owner's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the Owner is satisfied that the entire Work has been finally completed and the Contractor has fulfilled all of the Contractor's obligations under the Contract Documents, the Owner's Executive Representative shall execute the Notice of Completion, and the Owner shall deliver the Notice of Completion to the Contractor as a Legal Notice. Any items of "pick-up work" shall be identified in the Notice of Completion as uncompleted Work. If the Owner's Project Representative does not recommend execution of the Notice of Completion, the Owner's Project Representative shall communicate to the Contractor the reasons for being unable to recommend execution by the Owner's Executive Representative of the Notice of Completion. The Contractor shall address the deficiencies in the final completion of the Work.
- B. Within ten (10) days after the delivery to the Contractor of the Notice of Completion, the Owner shall make final payment to the Contractor. The Owner's remittance of final payment shall be the Owner's acceptance of the Work if formal acceptance of the Work is not indicated otherwise. The final payment shall be that amount of the Contract Price remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract, including, without limitation, the following items:
  - 1. Liquidated or actual damages, if applicable.
  - 2. Two times the value of any outstanding items of "pickup work" indicated on the Owner's Notice of Completion as being yet uncompleted.

#### 6.09 CONTRACTOR'S CONTINUING OBLIGATIONS

- A. The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither the issuance of a Notice of Substantial Completion or Notice of Completion, nor payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any review or approval of, or other action regarding, a Shop Drawing, Sample or similar submittal, will constitute an acceptance of Work or materials not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

#### 6.10 FINAL PAYMENT TERMINATES LIABILITY OF OWNER

- A. Final payment is defined as the last progress payment made to the Contractor for earned funds, less deductions allowed in Paragraph 6.08.B herein. The acceptance by the Contractor of the final payment referred to in Paragraph 6.08 herein, shall be a release of the Owner and its agents from all claims of liability to the Contractor for anything done or furnished for, or relating to, the Work or for any act or neglect of the Owner or of any person relating to or affecting the Work, except demands against the Owner for the remainder, if any, of the amounts kept or retained under the provisions of Paragraph 6.08 herein; and excepting pending, unresolved Claims made prior to the date of the Notice of Substantial Completion.

## **ARTICLE 7 – CONTRACT TIME**

### 7.01 GENERAL

- A. The Work shall be substantially completed within and finally completed within the Contract Times identified in the Agreement.
- B. The contract time may be changed only by a Change Order.

### 7.02 LIQUIDATED DAMAGES

### 7.03 DELAYS IN CONTRACTOR’S PROGRESS

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.

7.04 Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.

### 7.05 PROGRESS SCHEDULE

- A. Progress schedule is not applicable to this bid package.

7.06 ALL TIME REQUIREMENTS AND PERFORMANCES SET FORTH IN THE PROCUREMENT DOCUMENTS ARE OF THE ESSENCE.

## **ARTICLE 8 – WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### 8.01 WARRANTY, GUARANTEE AND CORRECTION PERIOD

- A. Contractor’s General Warranties and Guarantees: The Contractor warrants and guarantees to the Owner that: (i) materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (ii) the Work will be performed in a skillful and workmanlike manner, and will conform to all requirements of the Contract Documents; and (iii) the Work will be free from faults and defects not inherent in the quality of the Work

required or permitted by the Contract Documents. These warranties and guarantees shall remain effective notwithstanding the completion of the Work, the termination of the Contract and/or final payment for the Work. Work, materials or equipment not conforming to these guarantees and warranties shall be considered defective. Nothing in the Contract is intended to limit the period of time within which the Owner may make a claim against the Contractor for any breach of the Contractor's guarantees and warranties with respect to the Work. All defective Work may be rejected, corrected or accepted as provided in this Article 8.

- B. Contractor's Special Warranties and Guarantees. In addition to the warranties and guarantees of Paragraph 8.01.A, the Contractor shall deliver to the Owner prior to the final payment for the Work all special warranties and guarantees required by the Technical Specifications. All special warranties and guarantees required by the Technical Specifications shall be expressly written for the benefit of the Owner.
- C. Contractor's Obligation to Correct the Work. In addition to the Contractor's obligations under Paragraphs 8.01.A and 8.01.B arising from the Contractor's guarantees and warranties of the Work, the Contractor agrees to correct defective Work as follows:
1. If within one (1) year after the date of Final Completion of the entire Work, or within such longer period of time in accordance with the terms of any applicable special warranty for the correction of specific elements of the Work set forth in the Technical Specifications, any of the Work is found to be defective, the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including repairs of any damage to other parts of the Work resulting from such defects. If the Contractor fails to correct defective Work within a reasonable time after receipt of written Legal Notice from the Owner, the Owner may correct the defective Work at the expense of the Contractor in accordance with Paragraph 8.05 of these General Conditions.
  2. Where defective Work or damage to other Work resulting from defective Work has been corrected by the Contractor in accordance with Paragraphs 8.01.C.1, the correction period with respect to the corrected Work will be extended for an additional period one (1) year, after such corrective Work has been satisfactorily completed.
  3. The Contractor's obligations under this Paragraph 8.01.C are in addition to the Contractor's obligations under Paragraphs 8.01.A and 8.01.B and any other obligation or warranty of the Contractor under the Contract Documents. Establishment of the one (1) year (or longer period of time in accordance with the terms of any applicable special warranty for correction of the Work) described in Paragraphs 8.01.C.1 relate only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents or any warranties or guarantees made in the Contract Documents may be sought to be enforced.

## 8.02 ACCESS TO WORK

- A. The Owner's Project Representative, the Engineer, and other representatives of the Owner, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspections, and testing. The Contractor shall provide proper and safe conditions for their access.

## 8.03 TESTS AND INSPECTIONS

- A. The Contractor shall give the Owner's Project Representative timely notice of readiness of the Work for all required inspections, tests, or approvals.
- B. The Owner shall also be responsible for and shall pay all costs in connection with any special inspections or testing required by the owner. The Contractor, without additional cost to the Owner, shall provide the labor and equipment necessary to make the Work available for inspections and tests. In the event the inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall bear the costs of corrective measures deemed necessary by the Owner's Project Representative, as well as the cost of subsequent re-inspection and testing. Neither observation by the Owner's Project Representative or other representatives of the Owner, nor inspections, tests or approvals by others, shall relieve the Contractor from the Contractor's obligation to perform the Work in accordance with the Contract Documents.

## 8.04 OWNER MAY STOP THE WORK

- A. If the Work is defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for the order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor, any Subcontractor, any Sub-subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of, any of them.

## 8.05 CORRECTION OR REMOVAL OF DEFECTIVE WORK

- A. When directed by the Owner's Project Representative, the Contractor shall promptly correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the Owner's Project Representative, remove it from the Site and replace it with non-defective Work. The Contractor shall bear all direct, indirect and consequential costs of correction or removal, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby. If the Contractor does not correct or remove the defective Work within thirty (30) days of receipt of a Legal Notice ordering the correction or removal of the defective Work, the Owner may correct or remove and replace the defective Work and charge the Contractor for the cost of correcting or removing and replacing the defective Work. If such costs are not paid by the Contractor to the Owner within fifteen (15) days of receipt by the Contractor

of an invoice with supporting data attached, the Owner may deduct such costs from the Contract Price owed to the Contractor and/or assert a Claim against the Contractor under Articles 5 and 16 of these General Conditions.

#### 8.06 ACCEPTANCE OF DEFECTIVE WORK

- A. If, instead of requiring correction or removal and replacement of defective Work, the Owner prefers to accept the Work, the Owner may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the Owner's evaluation of and determination to accept the defective Work. If any acceptance of defective Work occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contact Documents with respect to the Work, and the Owner shall be entitled to an appropriate decrease in the Contract Price.

### ARTICLE 9 – SUSPENSION, CANCELLATION AND TERMINATION

#### 9.01 SUSPENSION, CANCELLATION AND TERMINATION

- A. Upon the occurrence of any of the events listed below (9.01.B.1 through 9.01.B.6), the District may, and after giving Contractor ten days' written notice, terminate the Agreement.
1. Contractor commences a voluntary proceeding under any chapter of the Bankruptcy Code (Title 11, U.S. Code), as now or hereafter in effect or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
  2. A petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
  3. Contractor makes a general assignment for the benefit of creditors;
  4. A trustee, receiver, custodian or agent of Contractor is appointed to take charge or property of Contractor for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;
  5. Contractor is unable to pay its debts as they become due; or
  6. Breach by Contractor of any provision of the Procurement Documents, and such breach continues for a period of 15 days after written notice to correct the breach from the District to Contractor.
- B. Termination of the Agreement will not affect any rights and remedies of the District

against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by the District will not release Contractor from liability.

#### **ARTICLE 10 – CONTRACTOR QUALIFICATIONS**

10.01 Contractor hereby represents and warrants to the District that it has furnished similar services for projects of comparable size, scope and technical requirements. Contractor hereby represents and warrants to the District that it meets the qualifications required in the technical specifications of the Procurement Documents.

#### **ARTICLE 11 – PATENT FEES**

- A. Patent fees are not applicable to this bid package.

#### **ARTICLE 12 – CONTRACTOR’S REPRESENTATIONS, WARRANTIES AND COVENANTS**

12.01 In order to induce the Owner to enter into this Agreement, the Contractor makes the following representations, warranties and covenants:

- A. The Contractor will furnish its best skill, expertise and judgment in the performance of the Work and will cooperate with the Owner furthering the best interests of Owner and the Project.
- B. The Contractor has examined all of the Contract Documents existing as of the Effective Date of this Agreement pertaining to the Work and the Site. The Contractor fully accepts and hereby verifies the state of completion of the Contract Documents, including the Drawings and Technical Specifications, as being sufficiently detailed and comprehensive to enable the Contractor to have reliably determined and established its Contract Price as set forth in this Agreement for completing all of the Work within the Contract Time, notwithstanding that all of the Contract Documents (including the Drawings) may not be complete in every detail.
- C. The Drawings and Specifications are constructible and are adequate and sufficient to provide for the completion of the Work without the need for excessive interpretations of the Owner, the Engineer and/or others, or requests for information by the Contractor.
- D. The Contractor has visited the Site and has satisfied itself as to access thereto, the conditions the Work is to be performed, the presence of construction hazards, if any, and all other matters which could in any way affect the Contractor’s means, methods, techniques and procedures necessary to perform the Work in accordance with the Contract Documents.
- E. The Contractor has fully compared and correlated its observations at the Site with the requirements of the Contract Documents and the Technical Data, and is fully satisfied with the results of such examination.
- F. The Contractor has carefully reviewed the Contract Documents for conformance with Laws and Regulations, and has notified the Owner in writing of any discrepancies or necessary changes discovered by the Contractor. Any such

necessary changes shall be implemented by means of an appropriate Change Order and/or Construction Change Directive. It is agreed that if the Contractor performs Work that it knows or should have known to be contrary to Laws and Regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear all costs of correction and adverse scheduling impacts attributable thereto.

- G. The Contractor has carefully reviewed the Contract Documents for errors, discrepancies, omissions, and conflicts and has notified the Owner in writing of any errors, discrepancies, omissions and conflicts or necessary changes discovered by the Contractor. It is agreed that if the Contractor performs Work that it knows or should have known to be the subject of errors, discrepancies, omissions, or conflicts in the Contract Documents, the Contractor shall assume full responsibility for such Work and shall bear all costs of correction and adverse scheduling impacts attributable thereto.
- H. The Contractor is experienced and competent in construction projects of the kind described in the Contract Documents. The Contractor has fully examined the time and scheduling requirements set forth in the Contract Documents and fully accepts and verifies that the Contract Time, as agreed to in the Contract for substantially completing and finally completing the entire Work is reasonably attainable, notwithstanding that all Contract Documents may not be complete in every detail.
- I. Contractor is aware of the general nature of the work to be performed by the Owner or by other contractors at the Site that relates to the Work described in the Contract Documents.
- J. The completed Work will comply with the Contract Documents.

## **ARTICLE 13 – BONDS AND INSURANCE**

### **13.01 PERFORMANCE, PAYMENT AND OTHER BONDS**

- A. The Contractor is not required to furnish a performance bond in conjunction with this bid package.

### **13.02 CONTRACTOR’S INSURANCE**

- A. General Requirements: The following are general requirements for the insurance policies and coverages provided by the Contractor and the Subcontractors as required by this Paragraph 13.02 and Article 7 of the Agreement: The Contractor shall purchase and maintain the insurance policies and coverage required in Article 7 of the agreement.
- B. If the Owner does not require that the Contractor procure a Builder’s Risk Insurance policy, this shall not obligate the Owner to procure a Builder’s Risk Insurance policy with respect to the Work, nor shall it make the Owner liable to the Contractor or a Subcontractor, Sub-subcontractor or Supplier for any loss or damage that would have been covered by a Builder’s Risk Insurance policy had the Owner



required such insurance be procured and maintained by the Contractor. The Contractor and any Subcontractor, Sub-subcontractor or Supplier shall have the right, but not the obligation, to procure a Builder's Risk Insurance policy with respect to the Work if the Owner does not require in the Agreement that a Builder's Risk Insurance policy with respect to the Work be procured by the Contractor. If, in such circumstances, the Contractor or a Subcontractor, Sub-subcontractor or Supplier procures a Builder's Risk Insurance policy with respect to the Work, the cost of such insurance shall be borne fully by the Contractor or the Subcontractor, Sub-subcontractor or Supplier that procured such insurance for the protection of itself and/or others.

## **ARTICLE 14 – OWNER'S RESPONSIBILITIES**

### **14.01 COMMUNICATIONS**

14.02 The Owner shall generally issue its communications to the Contractor through the Owner's Project Representative, who is authorized to communicate with the Contractor on behalf of the Owner concerning the Work.

### **14.03 PAYMENTS**

A. The Owner shall make payments to the Contractor as provided in Article 5 of the Agreement and Article 6 of these General Conditions.

### **14.04 CHANGE ORDERS**

A. The Owner shall execute approved Change Orders as provided in Article 5 hereof.

### **14.05 INSPECTIONS AND TESTS**

A. The Owner's responsibility with respect to inspections and tests is set forth in Paragraph 8.03 hereof.

### **14.06 LIMITATION ON OWNER'S RESPONSIBILITIES**

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the performance of the Work. The Owner will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

B. The Owner will not be responsible for the acts or omissions of the Contractor nor of any Subcontractor, Sub-subcontractor, Supplier, or any other person or organization performing any of the Work.

## **ARTICLE 15 – ENGINEER'S STATUS DURING CONSTRUCTION**

### **15.01 ENGINEER'S STATUS**

- A. Engineer will be Owner's consultant during construction.
- B. Neither Engineer's authority or responsibility under this Article 15 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- C. Engineer may make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

#### **ARTICLE 16 – DISPUTE RESOLUTION**

- A. Unless the Owner and the Contractor agree in writing after a dispute arises to some other form or method of final and binding dispute resolution, all claims, disputes and other matters in questions between the Owner and the Contractor arising out of or relating to the Contract or the breach thereof, or the Work performed pursuant to the Contract (including, without limitation, any and all Claims), which are not resolved by direct negotiations between the parties, shall be decided by litigation filed in a court of proper venue with personal jurisdiction of the parties and subject matter jurisdiction of the dispute.
- B. All legal actions and all arbitration (if the Owner and the Contractor agree in writing to arbitration as the method of final and binding dispute resolution after the dispute arises) shall be commenced within the time afforded by the applicable statutes of limitations and statutes of repose. Nothing in this Contract shall be construed as a contractual waiver of, or contractual agreement to extend, any statute of limitations or statute of repose applicable to a claim or dispute between the Owner and the Contractor arising out of or concerning the Contract or a breach thereof, or the Work performed thereto.

#### **ARTICLE 17 – MISCELLANEOUS**

##### **17.01 GIVING NOTICE**

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to

the recipient, with the words “Formal Notice” or similar in the e-mail’s subject line.

#### 17.02 CUMULATIVE REMEDIES

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

#### 17.03 LIMITATION OF DAMAGES

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

#### 17.04 NO WAIVER

- A. A party’s non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

#### 17.05 SURVIVAL OF OBLIGATIONS

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

#### 17.06 CONTRACTOR’S CERTIFICATIONS

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

#### 17.07 CONTROLLING LAW

- A. This Contract is to be governed by the law of the state in which the Project is located.

#### 17.08 GOVERNMENTAL IMMUNITY

- A. The parties acknowledge and agree that the Owner is a governmental agency organized and existing under the laws of the State of Utah and the Owner and its officers, agent and others) are protected by the Utah Governmental Immunity Act (the “Act”). Nothing herein shall limit, modify or abrogate any rights, privileges or protections to which the Owner (and its officers, agent and others) are entitled under the Act.

### **ARTICLE 18 – COSTS AND ATTORNEYS FEES**

18.01 The prevailing party in any proceeding to enforce the requirements of the Procurement Documents shall be entitled to an award of its costs and attorneys fees.

-- End of Part E; Contract Documents --

**PART F**  
**TECHNICAL SPECIFICATIONS**

**SECTION 1 – GENERAL**

1.01 GENERAL

The Work to be performed shall consist of furnishing all products, equipment, materials, supplies and providing all services, essential communications, and performing all Work, or other operations required in strict accordance with the Procurement Documents.

1.02 WORK COVERED BY PROCUREMENT DOCUMENTS

The Work comprises all labor, materials, equipment, services, and documentation necessary to complete activities described in the attached Drawings for Construction of the San Juan Hospital – Mass Excavation and the attached Technical Specifications.

## **SECTION 02 41 13 - SELECTIVE SITE DEMOLITION**

### **PART 1 - GENERAL**

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Removal of miscellaneous site improvements as required for new construction.
  - 2. Removing designated items for reuse or Owner's retention.
  - 3. Protecting items designated to remain.
  - 4. Removing demolished materials.
- B. Related Requirements:
  - 1. Section 31 11 00 – Clearing.

#### 1.2 SUBMITTALS

- A. Prior to starting Work, prepare written disposal plan for disposal of construction materials. Submit written plan to local health department for review and approval. Revise and resubmit disposal plan as required for local health department approval.
- B. Submit to Engineer copy of letter or other acceptable documentation from local health department indicating that disposal plan has been approved.

#### 1.3 QUALITY ASSURANCE

- A. Conform to local, state and federal laws for disposal of demolition materials and for procedures when hazardous or contaminated materials are discovered.
- B. Permits: Obtain required permits from authorities having jurisdiction.

### **PART 2 - PRODUCTS**

#### 2.1 MATERIALS

- A. Backfill Material: Use excavated materials which are free from rubbish, debris, organic material, frozen material, or other objectionable material. If additional materials are needed, use granular borrow in accordance with Section 31 22 10.

### **PART 3 - EXECUTION**

#### 3.1 PREPARATION

- A. Call Blue Stakes at 811 not less than two working days before performing Work. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Notify affected utility companies before starting Work, and comply with requirements of utility companies.

- C. Erect and maintain temporary barriers and safety devices, including warning signs and lights, and similar measures in accordance with Section 01 50 00, for protection of public and existing improvements indicated to remain.
- D. Prevent movement or settlement of adjacent structures. Provide bracing and shoring.
- E. Owner has first salvage rights to materials to be removed. Materials not designated for reuse or salvaged by Owner become property of Contractor, unless owned by utility company or others.
- F. Saw cut materials as required for removal.

### 3.2 DEMOLITION

- A. General:
  - 1. Conduct demolition to minimize interference with adjacent structures and properties.
  - 2. Cease operations immediately when adjacent structures or improvements appear to be in danger.
  - 3. Conduct operations with minimum interference to public or private accesses.
  - 4. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon, or limit access to their property.
  - 5. Provide water or other method for dust control.
  - 6. Remove existing items as required for new construction.
- B. Excavate as required to expose and remove items.
- C. Backfill areas excavated resulting from demolition. Compact backfill to density of surrounding ground or as indicated for new construction.
- D. Rough grade and compact areas affected by demolition to maintain Site grades and contours.
- E. Continuously clean up and remove demolished materials from Site. Do not allow materials to accumulate on-Site.
- F. Do not burn or bury materials on-Site; leave Site in clean condition. Dispose of demolition materials off-Site.

### 3.3 PROTECTION

- A. Protect existing improvements and utilities indicated to remain.

### 3.4 SCHEDULES

- A. Items to be removed by Owner before start of demolition:
  - 1. Fence indicated on sheet C100 EX.

END OF SECTION

## **SECTION 31 11 00 - CLEARING**

### **PART 1 - GENERAL**

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Removing surface debris.
  - 2. Removing trees, shrubs, and other plant life.
  - 3. Backfill and compaction.
  - 4. Disposal of materials.
- B. Related Requirements:
  - 1. Section 02 41 13 – Selective Site Demolition.
  - 2. Section 31 22 10 – Site Grading

#### 1.2 DEFINITIONS

- A. Clearing: Removal and disposal of logs, limbs, sticks, vegetation, rubbish, debris, and other material on ground surface. Vegetation includes grass, weeds, vines, bushes, shrubs, trees and other plant material.

#### 1.3 SUBMITTALS

- A. Submit copies of disposal permits and agreements.

#### 1.4 QUALITY ASSURANCE

- A. Conform to local, state and federal laws for disposal of materials.

### **PART 2 - PRODUCTS – Not Used**

### **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

- A. Verify existing plant life indicated on Drawings to remain.

#### 3.2 PREPARATION

- A. Call Blue Stakes at 811 not less than two working days before performing Work. Request underground utilities to be located and marked within and surrounding construction areas.

#### 3.3 CLEARING

- A. Where indicated on Drawings, perform work within disturbance limits.
- B. Clear areas required for access to site and execution of Work.
- C. Remove vegetation completely within disturbance limits.



### 3.4 BACKFILL

- A. Backfill holes, cuts, and depressions resulting from clearing and grubbing.
- B. Compact backfill to density of surrounding ground.

### 3.5 DISPOSAL

- A. When approved by local authorities having jurisdiction and Owner, debris may be burned on site.
- B. Do not bury materials on Site.
- C. Remove clearing materials from Site or store on Site as directed by owner.
- D. Continuously clean-up waste materials from Site and place at disposal site.
- E. Leave Site in clean condition.

### 3.6 PROTECTION

- A. Protect existing plant life, utilities and improvements indicated to remain from damage.
- B. Protect benchmarks and survey control points from damage or displacement.

END OF SECTION

## **SECTION 31 22 10 - SITE GRADING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Excavation and fill for site improvements.
  - 2. Excavating soft spots and rock.
  - 3. Dewatering.
  - 4. Disposal of unsuitable and excess excavated materials.
  - 5. Subgrade preparation.
  - 6. Finish grading and placement of topsoil.
- B. Related Requirements:
  - 1. Section 02 41 13 – Selective Site Demolition.
  - 2. Section 31 11 00 – Clearing and Grubbing.

#### **1.2 REFERENCE STANDARDS**

- A. American Association of State Highway and Transportation Officials (AASHTO):
  - 1. AASHTO M145 – Standard Specification for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes.
  - 2. AASHTO T99 - Standard Method of Test for Moisture-Density Relations of Soils Using a 2.5-kg (5.5-lb) Rammer and a 305-mm (12-in.) Drop.
  - 3. AASHTO T180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International (ASTM):
  - 1. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).
  - 2. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

#### **1.3 DEFINITIONS**

- A. Coarse Grained Soil: Soils with more than 50 percent retained on No. 200 sieve.
- B. Excavation Classification: Will be based on soil type and equipment required.
  - 1. Excavation: Excavation of unclassified soils. Use minimum of D8 bulldozer, 330 trackhoe with ripper shank, or equal equipment. Contractor may elect to use larger equipment, but electing to use larger equipment will not change classification of excavation.
  - 2. Rock Excavation: Excavation of solid rock which requires using excavator with rock hammer or use of explosives, and cannot be removed with minimum equipment required for unclassified soils noted above.
  - 3. Soft Spot Excavation: Excavation of soft spots below subgrade and backfilling with granular borrow to subgrade elevation. Use of geotextile and geogrid will be determined by Engineer.
- C. Fine Grained Soil: Soils with 50 percent or more passing No. 200 sieve.
- D. Soil Classification: ASTM D2487 and AASHTO M145.

- E. Topsoil: Top 6 inches of existing onsite soil.

#### 1.4 SUBMITTALS

- A. Test Results: Submit proctor and density test results on same day testing is completed.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slopes.

### **PART 2 - PRODUCTS**

#### 2.1 MATERIALS

- A. Imported Fill: A-1a through A-4 soils as classified in accordance with AASHTO M145.
- B. Topsoil: Use top 6 inches of existing onsite soil.

### **PART 3 - EXECUTION**

#### 3.1 PREPARATION

- A. Call Blue Stakes at 811 not less than two working days before performing Work. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Where indicated, notify utility company to remove or relocate utilities.
- C. Identify required lines, grades, elevations and datum.

#### 3.2 TOPSOIL EXCAVATION

- A. Excavate existing on site topsoil from areas to be further excavated, re-landscaped, or regraded, without mixing with foreign materials for use in finish grading. Excavate homogeneous material. Expected depth is minimum of 6 inches. Consult with owner on soil variations.
- B. Do not excavate excessively wet topsoil.
- C. Stockpile topsoil on site and protect from erosion.

#### 3.3 SOIL EXCAVATION

- A. Excavate soil as required to construct improvements, provide drainage, accommodate construction operations, and as indicated on Drawings.
- B. Do not excavate excessively wet soil.
- C. When excavating through roots of trees which are to remain, perform Work by hand and cut roots with sharp axe.
- D. Slope banks to angle of repose or less until shored. Provide shoring as needed.

- E. Do not interfere with 45 degree bearing splay of foundations.
- F. Trim excavation to required elevation. Remove loose materials.
- G. Stockpile soil on site and protect from erosion.
- H. Horizontally bench existing slopes greater than 4:1 (horizontal to vertical) to key placed fill material to slope to provide firm bearing.

### 3.4 SOFT SPOT EXCAVATION

- A. If soft areas are encountered, notify owner and engineer and proceed as directed.

### 3.5 ROCK EXCAVATION

- A. Rock excavation is not anticipated. Notify owner and engineer if rock is encountered and proceed as directed.

### 3.6 DEWATERING

- A. If ground water is encountered, notify owner and engineer and proceed as directed.

### 3.7 FILL

- A. Use suitable excavated soil for fill. Do not use frozen materials, organic materials, rubbish, debris, or other objectionable materials.
- B. If fill height is 6 feet or less and underlying soil consists of loose material, scarify and compact top 8 inches of underlying soil to at least 90 percent of maximum laboratory density prior to placing fill.
- C. Do not place fill over porous, wet, frozen, or spongy surfaces.
- D. Unless indicated otherwise, uniformly spread fill in layers not exceeding 12 inches non-compacted depth. If tests indicate unsatisfactory density, reduce layer thickness.
- E. Compact each layer to density indicated in Compaction Schedule at end of this Section.
- F. Maintain optimum moisture content of fill materials.
- G. Mix sparsely distributed rocks up to 12 inches with finer materials to minimize voids. Notify owner and engineer if rocks exceeding 4 inches are regularly encountered.
- H. Grade to blend in with existing contours and provide positive drainage. Place fill to contours and elevations indicated on Drawings.

### 3.8 FINISHING

- A. Finish excavated and fill areas to reasonably smooth and uniform surface.

### 3.9 TOLERANCES

- A. Moisture Content: Plus or minus 2 percent of optimum. Test in accordance with ASTM D6938.

- B. Finish Subgrade Surface: Plus or minus 0.2 feet of required elevation.
- C. Finish Grade of Fill Surface: Plus or minus 0.2 feet of required elevation.

### 3.10 FIELD ACCEPTANCE TESTING

- A. Maximum Laboratory Density: Owner's Testing Agency will determine in accordance with AASHTO T180, Method D for A-1 soils and AASHTO T99, Method D for other soils. Test for each type of soil encountered on site.
- B. Establish roller patterns necessary to achieve density indicated in Compaction Schedule at end of this Section.
- C. Density Tests: Owner's Testing Agency will perform in accordance with ASTM D6938.
  - 1. Frequency of Tests (unless otherwise directed by owner):
    - a. Fill: Take minimum of 2 tests for each 1,500 square yards per each layer.
    - b. Subgrade: Take minimum of two tests for each 1,500 square yards.
  - 2. Acceptance: Equals or exceeds density indicated in Compaction Schedule at end of this Section.
  - 3. If tests indicate Work is not acceptable, re-compact and retest. If necessary remove and replace Work.

### 3.11 PROTECTION

- A. Protect existing utilities and improvements indicated to remain, from damage.
- B. Protect plant life, lawns, and other features remaining as part of final landscaping.
- C. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- D. Protect bench marks and survey control point from damage or displacement.
- E. Repair or replace items damaged by grading operations.

### 3.12 COMPACTION SCHEDULE

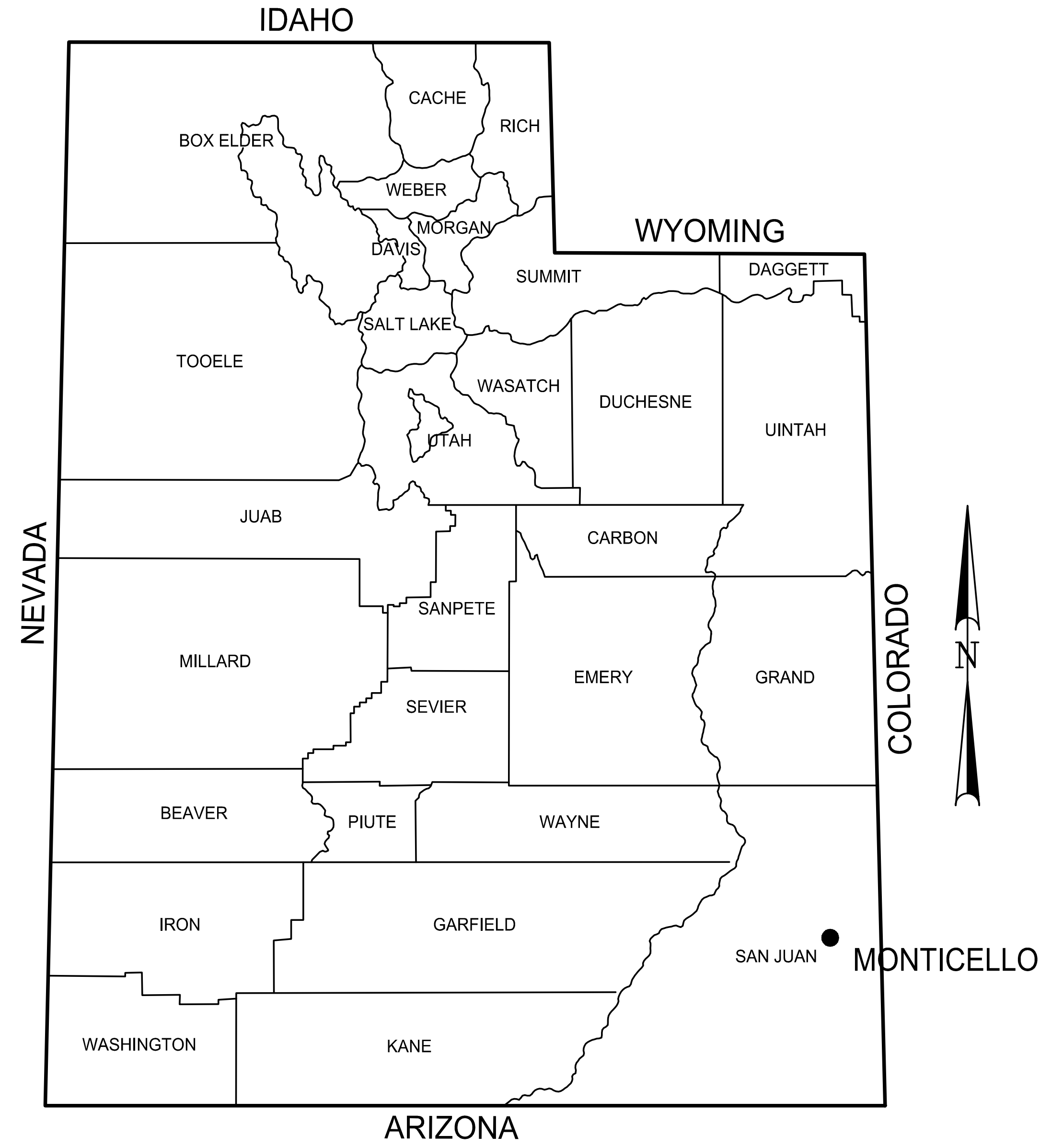
- A. Fill for Non-traveled Areas: Compact to minimum 90 percent of maximum laboratory density. Includes landscape areas.
- B. Fill for Traveled Areas and Structures: Compact to minimum 95 percent of maximum laboratory density. Includes roads, parking lots, concrete flatwork, driveways and structures.
- C. Subgrade: Compact to minimum 90 percent of maximum laboratory density.

END OF SECTION

-- End of Part F; Technical Specifications --

# SAN JUAN HEALTH SAN JUAN HOSPITAL MONTICELLO, SAN JUAN, UTAH 2023

PROJECT NO.	SHEET NO.
2403-028	C001 EX
SUBMITTAL: <span style="color: red;">MASS EXCAVATION</span>	



VICINITY MAP

## APPROVAL

RECOMMENDED FOR APPROVAL: \_\_\_\_\_



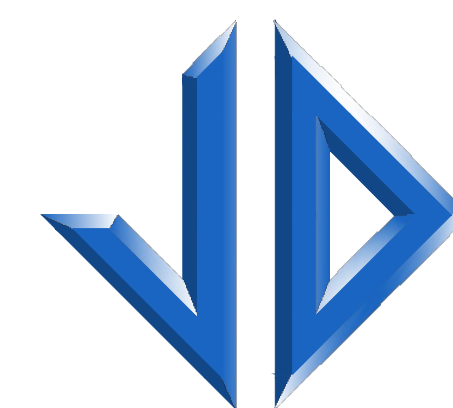
09/19/2024  
DATE

APPROVED: \_\_\_\_\_

SAN JUAN HEALTH \_\_\_\_\_ DATE

## INDEX TO SHEETS

SHEET NO.	SHEET TITLE
C001 EX	TITLE - MASS EX.
C002 EX	LEGEND AND NOTES - MASS EX.
C100 EX	DEMOLITION PLAN - MASS EX.
C301 EX	GRADING PLAN - MASS EX.



**Jones & DeMille Engineering, Inc.**

CIVIL & STRUCTURAL ENGINEERING - SURVEYING  
GIS - ENVIRONMENTAL - MATERIALS TESTING

- *shaping the quality of life* -

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# LEGEND

**EXISTING FEATURES**

- SANITARY SEWER LINE
- SANITARY SEWER MANHOLE
- CULINARY WATER LINE
- CULINARY WATER VALVE
- BURIED POWER LINE
- OVERHEAD POWER LINE
- BURIED TELEPHONE LINE
- OVERHEAD TELEPHONE LINE
- BURIED CABLE TV LINE
- OVERHEAD CABLE TV LINE
- FIBER OPTIC LINE
- NATURAL GAS LINE
- IRRIGATION LINE
- STORM DRAIN
- FENCE LINE (BARBED OR STOCKTIGHT)
- FENCE LINE (CHAIN LINK)
- DRAINAGE CULVERT
- CONCRETE SURFACING (SIDEWALK, CURB, GUTTER, ETC.)
- FLOW LINE OF DITCH
- EDGE OF ASPHALT SURFACING
- EDGE OF GRAVEL SURFACING
- EDGE OF DIRT SURFACING
- FIRE HYDRANT
- WATER METER
- GAS METER
- STRUCTURE
- POWER POLE & GUY WIRE
- TREE
- DELINEATOR POST
- STREET SIGN
- TELEPHONE PEDESTAL
- MAILBOX
- WATER MANHOLE
- LIGHT POLE

**MISC. FEATURES**

- SUBDIVISION BOUNDARY LINE
- LOT LINES
- EXISTING RIGHT OF WAY LINE
- EXISTING N/A LINE
- EXISTING CITY BLOCK LINES
- PROPOSED RIGHT-OF-WAY LINE
- SECTION LINE
- QUARTER SECTION LINE (P.U.E.) PUBLIC UTILITY EASEMENT
- DEED LINE
- PROPERTY LINE

**ABBREVIATIONS**

TBC	TOP BACK OF CURB	EP	POWER POLE
FLG	FLOW LINE OF GUTTER	SMH	SEWER MANHOLE
LOC	LIP OF CURB	CMH	COMMUNICATION MANHOLE
TSW	TOP OF SIDEWALK	RW	RIGHT-OF-WAY
TOC	TOP OF CONCRETE	T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
EOA	EDGE OF ASPHALT	P.U.E.	PUBLIC UTILITY EASEMENT
TOA	TOP OF ASPHALT		
TOG	TOP OF GRATE		
FLC	FLOW LINE OF CULVERT	STA	STATION
SW	SIDEWALK	L / LT	LEFT
FG	FINISHED GROUND	R / RT	RIGHT

**PROPOSED FEATURES**

- SANITARY SEWER LINE
- SANITARY SEWER MANHOLE
- SANITARY SEWER SERVICE
- CULINARY WATER LINE
- CULINARY WATER VALVE
- BURIED POWER LINE
- OVERHEAD POWER LINE
- BURIED TELEPHONE LINE
- OVERHEAD TELEPHONE LINE
- BURIED CABLE TV LINE
- OVERHEAD CABLE TV LINE
- FIBER OPTIC LINE
- NATURAL GAS LINE
- IRRIGATION LINE
- STORM DRAIN
- FENCE LINE (BARBED OR STOCKTIGHT)
- FENCE LINE (CHAIN LINK)
- DRAINAGE CULVERT
- EDGE OF ASPHALT
- EDGE OF CONCRETE
- FIRE HYDRANT
- CULINARY WATER METER
- GAS METER
- DELINEATOR POST
- STREET SIGN
- POWER POLE
- MAILBOX
- LIGHT POLE
- CONCRETE SURFACING
- ASPHALT SURFACING
- TOP OF CUT LIMITS
- TOE OF FILL LIMITS

### CONSTRUCTION NOTES

1. NOTIFY OWNER, AT LEAST TWO BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION.
2. SCHEDULE AND ATTEND PRE-CONSTRUCTION MEETING PRIOR TO STARTING CONSTRUCTION ACTIVITIES. SCHEDULE MEETING THROUGH OWNER OR OWNER'S REPRESENTATIVE.
3. PROVIDE CONSTRUCTION SCHEDULE TO ENGINEER AND OWNER.
4. FIELD VERIFY EXISTING CONDITIONS, QUANTITIES, LENGTHS, VOLUMES, AND AREAS INDICATED AND ARE PROVIDED TO ASSIST CONTRACTOR, VERIFY QUANTITIES AND DETERMINE MEASUREMENTS, AS NECESSARY.
5. VERIFY DIMENSIONS BEFORE STARTING WORK AND IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES.
6. OBTAIN APPROVAL FROM OWNER PRIOR TO CONSTRUCTION FOR USE OF STAGING AREAS. RESTORE STAGING AREA TO PRE-CONSTRUCTION CONDITION.
7. PROTECT EXISTING IMPROVEMENTS DURING CONSTRUCTION AND REPLACE OR RESTORE IMPROVEMENTS DAMAGED AS RESULT OF CONSTRUCTION ACTIVITY. RESTORE IMPROVEMENTS TO AS-GOOD-AS-OR-BETTER-THAN-CONDITION THAT EXISTED PRIOR TO CONSTRUCTION. REPAIR IRRIGATION/SPRINKLERS WITHIN 24 HOURS FOLLOWING PLACEMENT OF IMPROVEMENTS.
8. PROPERLY BACKFILL, COMPACT, AND RESTORE PAVEMENT WITHIN STREET RIGHT-OF-WAY.
9. DISPOSE WASTE OFF SITE AT LANDFILL OR OTHER LEGAL DISPOSAL FACILITY.
10. REMOVE SURPLUS EXCAVATION FROM SITE. USE TOPSOIL OR OTHER NATIVE MATERIAL IN LANDSCAPE OR NATIVE GRADING. STOCKPILE TOPSOIL, SEPARATELY FROM OTHER EXCAVATED MATERIALS. PLACE TOPSOIL IN LANDSCAPED AREAS IN 4 INCHES THICK MINIMUM AND GRADE TO DRAIN.
11. PERFORM CONSTRUCTION QUALITY CONTROL TESTING, INCLUDING SOILS, BACKFILL CONCRETE, UTILITIES, ETC.
12. PROVIDE SITE DUST CONTROL AND SUPPRESSION FOR DURATION OF PROJECT, INCLUDING WEEKENDS.
13. PROVIDE AND MAINTAIN ANY AND ALL TEMPORARY UTILITIES DURING CONSTRUCTION.

### EROSION CONTROL NOTES

1. OWNER WILL PREPARE AND SUBMIT STORM WATER POLLUTION PREVENTION PLAN (SWPPP), PRIOR TO STARTING CONSTRUCTION. OWNER WILL FILE NOTICE OF INTENT (NOI) AND AT END OF CONSTRUCTION OWNER WILL FILE NOTICE OF TERMINATION (NOT). CONTRACTOR SHALL COMPLY WITH ALL SWPPP MEASURES INDICATED THEREIN AND AS INDICATED BELOW.
2. PERFORM CONSTRUCTION WORK IN ACCORDANCE WITH UTAH POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATIONS.
3. DURING CONSTRUCTION, PREVENT AND CONTROL EROSION DUE TO WIND AND WATER. FOLLOW PROCEDURES AND BEST MANAGEMENT PRACTICES INDICATED IN SWPPP AND INSTALL EROSION CONTROL MEASURES INDICATED IN SWPPP. KEEP A COPY OF THE SWPPP ON SITE AT ALL TIMES.
4. PROVIDE ADDITIONAL EROSION CONTROL MEASURES WHEN UNFORESEEN PROBLEMS OCCUR OR IF SWPPP DOES NOT FUNCTION AS INTENDED NOTIFY OWNER. ADJUST EROSION CONTROL MEASURES (SILT FENCES, STRAW BALES, ETC.) AS NECESSARY IN COORDINATION WITH OWNER DUE TO GRADE CHANGES DURING CONSTRUCTION. OWNER MAY REQUIRE ADDITIONAL CONTROL DEVICES UPON INSPECTION OF PROPOSED FACILITIES.
5. KEEP STREETS CLEAN AND FREE FROM SOIL AND DEBRIS DURING CONSTRUCTION.
6. PROTECT STORM DRAIN FACILITIES ON SITE AND ADJACENT TO SITE FROM SITE RUNOFF. INSTALL INLET PROTECTION DEVICES IMMEDIATELY UPON INDIVIDUAL INLETS BECOMING FUNCTIONAL.
7. DISPOSE OF WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, ETC.) IN MANNER THAT PREVENTS CONTACT WITH STORM WATER DISCHARGES FROM SITE.
8. STABILIZE CONSTRUCTION AREAS AT END OF EACH WORKING DAY. INCLUDE BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF PAVING FOR ROAD CONSTRUCTION.
9. COORDINATE MAINTENANCE MEASURES CONTAINED IN SWPPP IN FULLY FUNCTIONAL CONDITION UNTIL FINAL STABILIZATION OF SITE WITH OWNER. CHECK EROSION AND SEDIMENTATION CONTROL MEASURES BY QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF END OF RAINFALL EVENT. COMPLETE ANY NEEDED CLEANING AND REPAIRS WITHIN TIME FRAMES SPECIFIED IN SWPPP AND/OR UPON GENERAL PERMIT IN COORDINATION WITH OWNER.
10. POWER WASH DISKATION EQUIPMENT BEFORE ENTERING DIFFERENT VEGETATION MATRIX.
11. REMOVE INLET PROTECTION DEVICES AFTER N.O.T. AND FINAL ACCEPTANCE BY OWNER.

### MATERIALS NOTES

1. ALL MATERIALS WILL CONFORM TO AASHTO AND ASTM SPECIFICATIONS AND STANDARDS UNLESS OTHERWISE INDICATED.
2. WHERE INDICATED, SUBMIT CONSTRUCTION DOCUMENTS TO ENGINEER OR OWNER AS CONSTRUCTION RECORD. ALL SUBMITTALS MUST BE COMPLETED AND SUBMITTED TO ENGINEER PRIOR TO PROJECT TERMINATION.
3. **EARTHWORK**
  - 1.1. WITHIN RIGHT-OF-WAY AND OTHER TRAVELED AREAS OR UNDER STRUCTURES, COMPACT BACKFILL, EMBANKMENT, IMPORTED FILL AND PAVEMENT MATERIALS TO 95 PERCENT OF ASTM D1557 MAXIMUM LABORATORY DENSITY. IN OTHER NON-TRAVEL AREAS, COMPACT FILLS AND EMBANKMENT MATERIALS TO 90 PERCENT OF ASTM D1557 MAXIMUM LABORATORY DENSITY.

**UTILITY CONTACTS**

UTILITY CONTACTS	CONTACT	COMPANY	EMAIL	NUMBER
WATER	CHRIS BAIRD	MONTICELLO CITY	<a href="mailto:cbaird@monticellouyah.org">cbaird@monticellouyah.org</a>	435-459-1370
SEWER	GEORGE RICE	MONTICELLO CITY	<a href="mailto:george@monticellouyah.org">george@monticellouyah.org</a>	435-459-2222
POWER	DALTON RANDOLPH	EMPIRE ELECTRIC	<a href="mailto:dalton.randolph@ieee.coop">dalton.randolph@ieee.coop</a>	970-929-0077
GAS	STEVEN CLAUSEN	DOMINION ENERGY	<a href="mailto:steven.clausen@dominionenergy.com">steven.clausen@dominionenergy.com</a>	435-674-6125
INTERNETPHONE	KIM HEALY	FRONTIER	<a href="mailto:kim.healy@ft.com">kim.healy@ft.com</a>	801-391-0721
INTERNETPHONE	JED LAWLEY	EMERY TEL.COM	<a href="mailto:jlawley@emerytel.com">jlawley@emerytel.com</a>	1-435-609-0606

### GENERAL NOTES

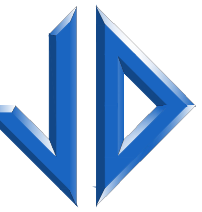
1. REQUEST ACCEPTANCE FROM ENGINEER PRIOR TO MAKING MODIFICATIONS TO DRAWINGS, SPECIFICATIONS, OR CONSTRUCTION SCHEDULE.
2. PERFORM CONSTRUCTION IN ACCORDANCE WITH MONTICELLO CITY CONSTRUCTION STANDARDS, EPA DWQ RULES, INTERNATIONAL BUILDING CODE (IBC), INTERNATIONAL PLUMBING CODE (IPC), INTERNATIONAL FIRE CODE (IFC), INTERNATIONAL RESIDENTIAL CODE (IRC), AND/OR OWNER STANDARDS AND SPECIFICATIONS.
3. IN CASE OF CONFLICT BETWEEN CODES, REFERENCE STANDARDS, STATE RULES, DRAWINGS AND SPECIFICATIONS, ADHERE TO MOST STRINGENT REQUIREMENTS.
4. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY AND ARE BASED ON UTILITY MAPS AND FIELD SURVEY.
5. LOCATE AND PROTECT EXISTING UTILITIES AND ANY OBSTRUCTIONS DURING COURSE OF CONSTRUCTION. NOTIFY UTILITY OWNER AT LEAST 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES ON SITE. RESTORE UTILITIES DAMAGED DURING CONSTRUCTION TO CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITION PRIOR TO CONSTRUCTION.
6. NOTIFY ENGINEER OR PROJECT REPRESENTATIVE OF ANY CONFLICTS BETWEEN EXISTING FEATURES AND NEW CONSTRUCTION.
7. UNLESS DETAILED, SPECIFIED OR INDICATED OTHERWISE, CONSTRUCTION SHALL BE AS INDICATED IN APPLICABLE TYPICAL DETAILS AND GENERAL NOTES.
8. CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING, BUT NOT LIMITED TO, EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL AND SECURITY.
9. MEET UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY AND EPA REQUIREMENTS, RULES, AND REGULATIONS.
10. OBTAIN REQUIRED APPROVALS AND PERMITS AND PAY REQUIRED FEES PRIOR TO BEGINNING CONSTRUCTION.
11. CONDUCT CONSTRUCTION OPERATIONS WITH NECESSARY SIGNS, BARRICADES, AND FLASHERS PLACED TO COMPLY WITH OSHA, UTAH STATE INDUSTRIAL COMMISSION, LOCAL SAFETY STANDARDS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
12. NO FULL ROAD CLOSURES WILL BE PERMITTED WITHOUT PRIOR APPROVAL OF OWNER. MAINTAIN TRAFFIC IN TWO DIRECTIONS AT ALL TIMES FOR ROADS AND ROAD CROSSINGS. UNLESS EXTENUATING CIRCUMSTANCES PROHIBIT, MAKE ROAD CLOSURE REQUESTS 1 WEEK BEFORE NEEDING TO CLOSE ROAD.
13. PROVIDE WRITTEN NOTIFICATION INCLUDING CONTACT INFORMATION, TO RESIDENTS AND BUSINESSES IMPACTED BY CONSTRUCTION. PROVIDE NOTICE MINIMUM OF 48 HOURS IN ADVANCE OF WORK BEING PERFORMED. MAINTAIN DRIVEWAY ACCESS TO RESIDENCES AND BUSINESSES AT ALL TIMES UNLESS PARKING ARRANGEMENTS HAVE BEEN MADE WITH RESIDENTS AND BUSINESSES WHILE WORK IS COMPLETED ADJACENT TO OR ON THEIR PROPERTIES.
14. WORK WITH INDIVIDUAL PROPERTY OWNERS OR BUSINESS FOR ACCESS AND PERMISSION TO CONNECT TO UTILITY SERVICE AT PROPERTIES.
15. OBTAIN RIGHT OF WAGES AND EGRESS SHOULD WORK OR PERSONNEL VENTURE ONTO PRIVATE PROPERTY WHICH IS NOT INCLUDED IN OWNER ACQUIRED RIGHTS-OF-WAY AND EASEMENTS.
16. OBTAIN COUNTY PERMIT BEFORE BEGINNING CONSTRUCTION FOR WORK LOCATED WITHIN 30 FEET OF GOVERNMENT SURVEY MONUMENT OR PUBLIC LAND SURVEY GOVERNMENT CORNER.



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project:  
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MASS EXCAVATION

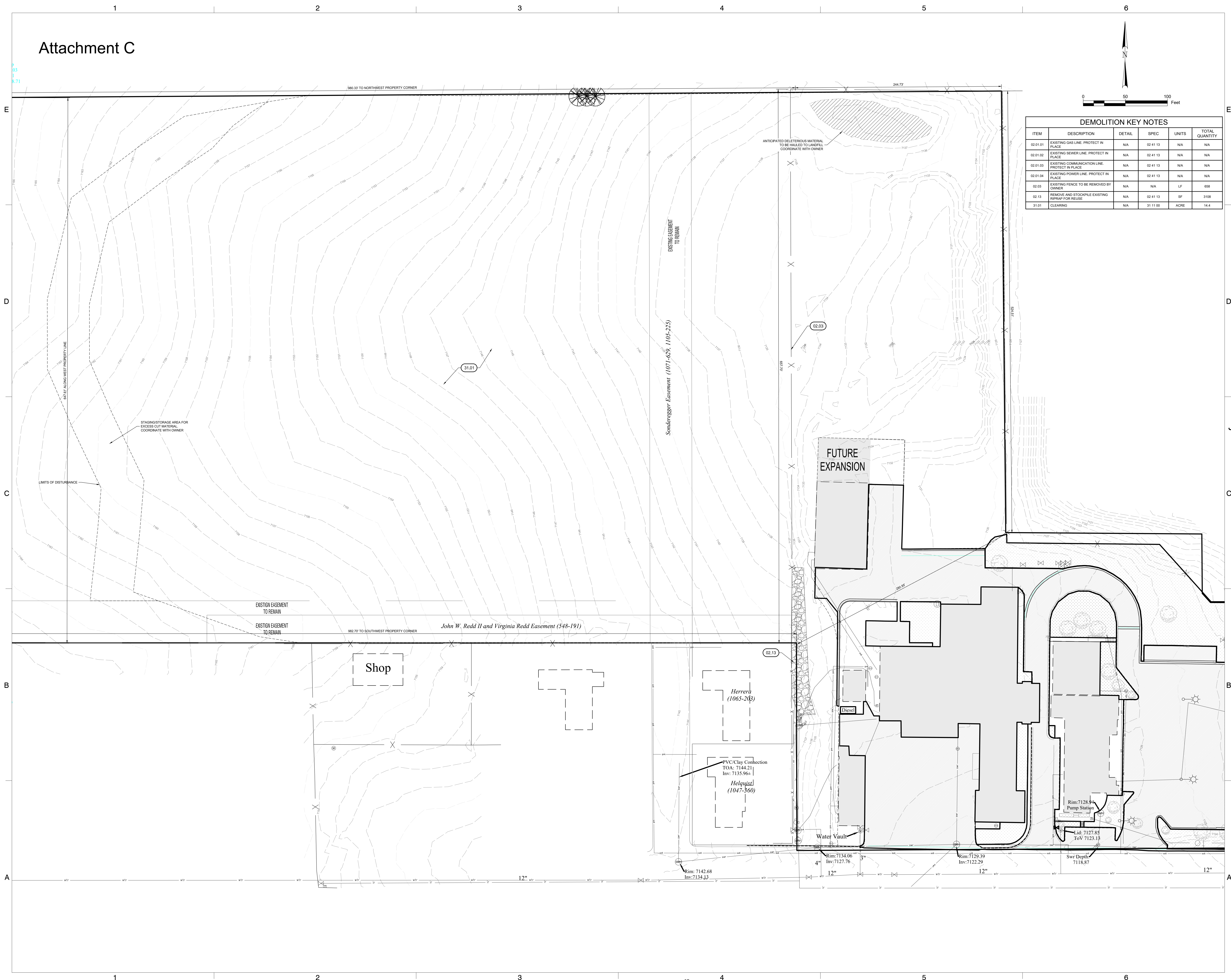
project#: 2403-028  
date: 8/22/2024  
revisions:

title:  
**LEGEND AND NOTES - MASS EX.**

sheet:  
**C002 EX**



# Attachment C



**DEMOLITION KEY NOTES**

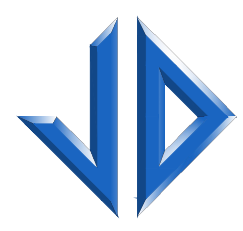
ITEM	DESCRIPTION	DETAIL	SPEC	UNITS	TOTAL QUANTITY
02.01.01	EXISTING GAS LINE. PROTECT IN PLACE	N/A	02 41 13	N/A	N/A
02.01.02	EXISTING SEWER LINE. PROTECT IN PLACE	N/A	02 41 13	N/A	N/A
02.01.03	EXISTING COMMUNICATION LINE. PROTECT IN PLACE	N/A	02 41 13	N/A	N/A
02.01.04	EXISTING POWER LINE. PROTECT IN PLACE	N/A	02 41 13	N/A	N/A
02.03	EXISTING FENCE TO BE REMOVED BY OWNER	N/A	N/A	LF	608
02.13	REMOVE AND STOCKPILE EXISTING BERMS FOR REUSE	N/A	02 41 13	SF	3108
31.01	CLEARING	N/A	31 11 00	ACRE	14.4



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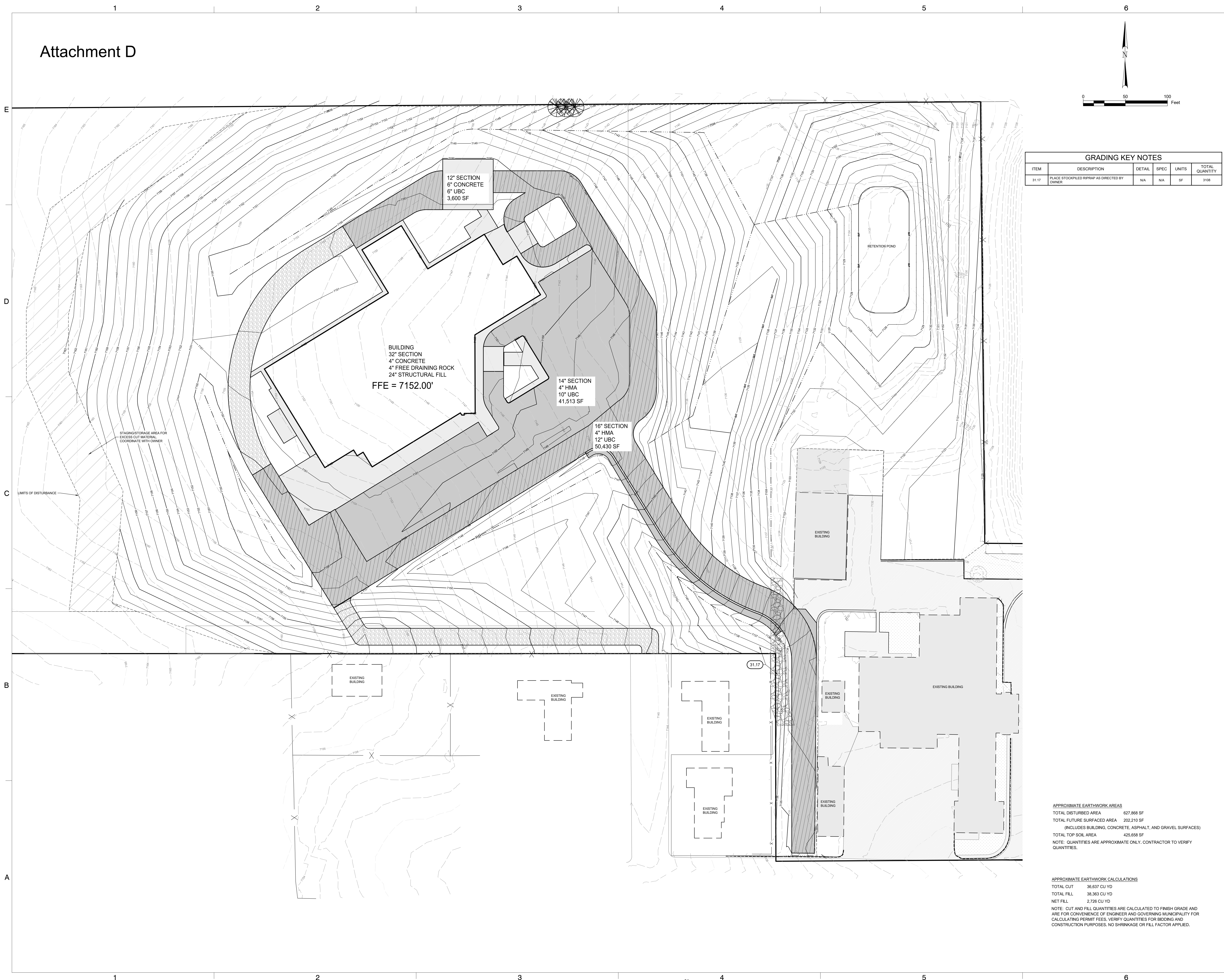
project:  
**SAN JUAN HOSPITAL**  
MASS EXCAVATION

project#: 2403-028  
date: 8/22/2024  
revisions:

title:  
**DEMOLITION PLAN - MASS EX.**

sheet:  
**C100 EX**

Attachment D



**GRADING KEY NOTES**

ITEM	DESCRIPTION	DETAIL	SPEC	UNITS	TOTAL QUANTITY
31.17	PLACE STOCKPILED RIPRAP AS DIRECTED BY OWNER	N/A	N/A	SF	3108

**APPROXIMATE EARTHWORK AREAS**  
 TOTAL DISTURBED AREA 627,868 SF  
 TOTAL FUTURE SURFACED AREA 202,210 SF  
 (INCLUDES BUILDING, CONCRETE, ASPHALT, AND GRAVEL SURFACES)  
 TOTAL TOP SOIL AREA 426,658 SF  
 NOTE: QUANTITIES ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY QUANTITIES.

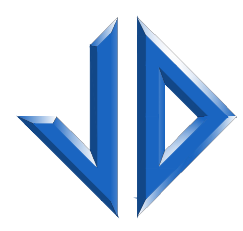
**APPROXIMATE EARTHWORK CALCULATIONS**  
 TOTAL CUT 36,637 CU YD  
 TOTAL FILL 38,363 CU YD  
 NET FILL 2,726 CU YD  
 NOTE: CUT AND FILL QUANTITIES ARE CALCULATED TO FINISH GRADE AND ARE FOR CONVENIENCE OF ENGINEER AND GOVERNING MUNICIPALITY FOR CALCULATING PERMIT FEES. VERIFY QUANTITIES FOR BIDDING AND CONSTRUCTION PURPOSES. NO SHRINKAGE OR FILL FACTOR APPLIED.



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project:  
**SAN JUAN HOSPITAL**  
 MASS EXCAVATION

project#: 2403-028  
 date: 8/22/2024  
 revisions:

title:  
**GRADING PLAN - MASS EX.**

sheet:  
**C301 EX**