



Provo Parks and Recreation Department
Request for Bids (RFB)
PROVO CITY – Fort Utah Park Improvements RFB
RFB No. PR2026001035

Bid Release Date: **July 20, 2026**

Bid Due Date: **August 7, 2026 at 1:00 P.M.**

Submission Place: Utah Public Procurement Place (U3P)

Identify your submission as: **"Provo City – Fort Utah Park Improvements Request for Bid"**.

Carefully read all instructions, requirements, and specifications. Fill out all forms properly and completely. Submit your RFB with all the required elements electronically via U3P website.

For additional information, contact: Mr. John Bunderson, Project Manager
Provo City Parks and Recreation Department
(801) 852-6643
jbunderson@provo.gov

You must sign below; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Total Amount of RFB: \$ _____

For Unit Pricing see attached line-item Bid Schedule in Project Manual.

Company Name: _____

Company Address: _____

Telephone Number: _____

Contact email: _____

Print Name: _____

Signature: _____

[As the signer, you attest to have the authority to respond to the RFB on behalf of the Company. The company offers to provide the goods and/or services in this RFB according to the published provisions of this Job. When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]



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NOTICE INVITING BIDS

Provo City is accepting **SEALED REQUESTS FOR BIDS** for PROVO CITY – Fort Utah Park Improvements bid, for a replacement parking lot curb and gutter, walkways, parking lot, and retaining wall at 200 North Geneva Road in Provo, UT. RFB NO. PR2026001035 for the following services: Demolition, Grading & Excavation, Electrical & Lighting, Concrete & Hardscapes, Asphalt, Utility & Drainage Systems, Site Structures & Furnishings, Masonry, Landscaping, and Irrigation.

APPROXIMATE SITE DESCRIPTION as follows: The PROVO CITY – Fort Utah Park Improvements bid Project is for the development of the Fort Utah Park near 200 North Geneva Road in Provo, Utah as shown in the construction document bid set. Refer to the Project Bid Set for a more complete description of the project and proposed improvements.

Owner: Provo City Corporation
Parks and Recreation Department
1417 S 350 E
Provo, Utah 84606
Contact: John Bunderson, Projects Manager
801-852-6643
jbunderson@provo.gov

GENERAL BID INFORMATION

Provo City Parks and Recreation is seeking qualified professional general contractors to provide construction services to renovate the Provo Fort Utah Park near 200 North Geneva Road, Provo, UT, 84601 (Worksite).

NON-Mandatory Pre-BID meeting on July 28, 2026 at 2:00 P.M. starting at the parking lot of Worksite location. Plan on up to 1 hour of site walk through.

RFB documents including Contract Documents, Project Specifications and Construction Drawings may be downloaded from U3P website at <https://utah.bonfirehub.com/portal/?tab=openOpportunities>

Requests for clarification must be submitted in writing through the U3P website. Each question should reference a specific section, page and item of this document. Answers to the written questions will be posted on the U3P web site for all parties to view. Final clarification submission **August 3, 2026 at 1:00 P.M.**

Except to postpone the Bid opening, no Addenda shall be issued within 48 hours of the Bid closing.

BID SUBMISSION: SEALED BIDS will be received via U3P website until **August 7, 2026 at 1:00 P.M. local** time (<https://utah.bonfirehub.com/portal/?tab=openOpportunities>).

BIDS received after this time will not be accepted. After the RFB submission time has ended the proposals will be received, reviewed and scored according to the parameters set forth in this document.

The right is reserved by Provo City to reject any or all RFB's and to waive defects in order to make awards to the most competitive and responsible respondent.



SECTION 1: INTRODUCTION

1.1 SCOPE OF THE WORK

Provo City is located along the Wasatch Range of the Rocky Mountains, forty miles south of Salt Lake City. With a growing population of over 116,000, Provo is a community that values park and recreation facilities and resources.

Provo City is soliciting this BID from qualified general contractors to renovate the Provo Fort Utah Park Improvements near 200 North Geneva Road, Provo, UT, 84601. Refer to the Project Specifications Bid Set for a more complete description of the Project and proposed construction. Contractors are responsible for all permits, clean-up and disposal of excess construction debris, SWPPP, Fugitive dust control plan, and dust control. It is expected that the chosen Contractor will follow the contents of this document and the accompanying drawings and specifications within the specified schedule.

The Scope of Work is divided into three specific areas. The project timing is estimated to be September 15, 2026 to May 30th, 2026 preference will be given to contractors who submit and are capable of a condensed build schedule and able to open the new parking lot by April 15th, 2026.

- I. Permitting** Owner has obtained a plan approval for this project. All other necessary permitting must be obtained by Contractor and include the associated costs in bid estimate.
- a. All Provo City permits including building, night work, noise, etc. may be required depending on the work plan.

II. Demolition:

Include complete costs of demolition of existing site to construct new restroom, parking lot, detention basin irrigation and landscape as per plan set, including:

- a) Demolition and debris removal of existing concrete and asphalt surfaces, fencing, trees, turf grass and concrete walkways that are designated to be removed within the area.
- b) Provide trail closure and detour plan before demolition to preserve a recreational route alternative to construction area.
- c) Grub any vegetative materials and remove them from site unless materials are designed to be reused with in project area as per plan.
- d) Removal of excess soil material within new project limits. Remove existing topsoil, screen and reuse on site where needed. Dispose of all other excess material.
- e) Remove all concrete and asphalt in designated demolition area identified in plan set. Asphalt may be pulverized and used as base course material, as per plan set.
- f) Grade soil for trails and landscape subgrade as needed.
- g) Before digging call Blue Stakes for the location of underground utilities; - 800-662-4111 or 811.
- h) Contractor will be responsible to repair any utility damage to the owners' satisfaction and the work will be paid for by the Contractor.
- i) Coordinate the disconnection of utilities before demolition.

III. Construction:

The project construction is to be per plan set and include but not be limited to the following elements:

- a) Assure that all construction submittal documents are reviewed and authorized by Parks Project Manager before initializing construction.
- b) Supply subgrade aggregate material, labor and equipment for grading and compaction for subgrade material.
- c) Landscape and vegetation restoration of demolished areas and new installation as designed.
- d) Ensure proper surface drainage of all impacted areas impacted by construction.
- e) Irrigation installation as designed in plan set.



- f) Allow room for supply of and installation of signage by others.
- g) Gates and fencing as per plan.
- h) New dumpster enclosure.
- i) New retaining walls.
- j) New and replacement concrete and asphalt.
- k) New fencing, handrails, and outfield netting.
- l) New Restroom building to be built as per plan:
 - a. Utilities
 - b. Restroom Structure
 - c. Restroom Mechanical
 - d. Restroom Plumbing
 - e. Walkways/ Concrete
 - f. Handrailing
 - g. Building and Site Electrical
 - h. All remaining miscellaneous items to construct as per plan.
- m) Construction Line items as approved by Provo City Parks & Recreation.
- n) Warranty - Any material or workmanship found to be defective or out of specification shall be replaced, at the sole cost of the contractor, for a period of two (2) years from date of acceptance.

1.2 UNIT PRICING

Any BID in which a total price for all items is submitted without quoting a unit price for each and every separate item may be considered non-responsive and during bid review may be rejected. Contractors may restrict their BID to consideration in the aggregate by so stating but shall name a single unit price on each item. Unit prices given will be totaled by Owner's representatives in order to determine lowest price. In the event Contractor makes arithmetic mistakes in the quoted total BID price, provided unit prices will govern.

The Contractor, as part of this BID, shall complete the unit price schedule and enter a dollar amount for every line item listed. The items enumerated shall be listed in a Unit Price Schedule, by item number, item description, item quantity, item unit cost and item extended cost.

The quantities, if provided in the bid schedule, are for convenience only. The contractor is required to verify all quantities and notify the Owner if discrepancies exist. By submitting a bid, the contractor confirms that the quantities are verified.

SECTION 2: GENERAL REQUIREMENTS

2.1 SCOPE OF TERMS & CONDITIONS

Before submitting a BID, the Contractor shall be thoroughly familiar with all contract conditions referred to in this document and any addenda issued before the BID submission date. Such addenda shall form a part of the BID. It shall be the Contractor's responsibility to ascertain that the BID includes all addenda issued prior to the BID submission date. Contractors, by virtue of submission of a BID, acknowledge and accept these Terms and Conditions.

General Requirements apply to all advertised BIDS, however, these may be superseded, whole or in part, by SECTION 3: SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN. All Contractors should carefully review SECTION 3.2, INFORMATION REQUIRED OF RESPONDENT and be sure that the BID submittal is complete.

2.2 STATEMENT ON IMMIGRATION STATUS



All Responders are reminded of the requirements of the Utah Code Section 63G-12-302 that Provo City is prohibited from entering into any contract for the performance of services with any successful Contractor who does not provide the City with proof of registration and participation in a federally approved immigration status verification system.

Failure to provide the required proof is grounds for rejection of BID.

2.3 SUBMISSION OF BID

Contractors must fill out and submit bid electronically on U3P. The BID must be received no later than August 7, 2026 at 1:00 P.M. local time.

All BIDS become the property of Provo City (the Owner) upon receipt of same by the Owner. The content of all BIDS will be kept confidential until an award is made, after which the content will no longer be kept confidential.

An authorized representative of the Contractor shall sign the Cover Sheet. This contract will be binding only when signed by the Owner and a Purchase Order has been issued.

Provo City is not liable for any cost incurred by Contractor associated with the preparation of a BID or the negotiation of a contract for services. This Request for Bids does not commit Provo City to award a contract, to pay any costs incurred in the preparation of bid proposals to this request or to procure contract services. Provo City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified contractor or to cancel in part or in its entirety the Request for Bid, if it is in the best interest of Provo City, or the Construction Services are not deemed feasible.

2.4 AWARD OF CONTRACT

Contract may be negotiated with Contractor whose BID is determined to be most responsive to the Owner's needs and most advantageous to the Owner, considering cost as well as other factors based on the criteria described herein, all as solely determined by the Owner. AWARD OF CONTRACT MAY BE MADE WITHOUT DISCUSSION AFTER BIDS ARE RECEIVED. BIDS should, therefore, be submitted initially on the most favorable terms, from price, service and technical standpoints.

The Owner reserves the right to reject any and all BIDS and to waive any formality in BIDS received, to accept or reject any or all of the items in the BID, and award the contract in whole or in part, if it is deemed in the Owner's best interest. The Owner reserves the right to negotiate any and all elements of the BID, if such action is deemed in the best interest of the Owner.



2.5 ADDENDA TO THE BID

If it becomes necessary to revise any part of this REQUEST FOR BID an addendum will be provided to all potential Contractors on U3P who have indicated an intent to respond. All potential Contractors finding inconsistencies or ambiguities should use U3P to seek clarification through written questions.

A statement issued in an Addendum shall have the effect of modifying a portion of the Bid Documents when the statement in the Addendum specifies a particular section, paragraph or text and states that it is to be so modified. Only the specific section, paragraph or text shall be so modified, and all other portions of the Bid Documents shall remain in effect.

Contractors shall sign to acknowledge their receipt of all Addenda issued. Contractors shall also acknowledge receipt of all Addenda in the space provided in the Bid.

2.6 SUBSTANTIVE BIDS

The Contractor certifies that (a) Contractor's BID is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm or corporation; (b) Contractor has not directly or indirectly induced or solicited any other Contractor(s) to put in a false or sham BID; (c) Contractor has not solicited or induced any other person, firm or corporation to refrain or abstain from proposing a BID; (d) Contractor has not sought by collusion to obtain for themselves any advantage over any other Contractor(s) or over the Owner; and (e) Contractor shall not violate or cause any person to violate the Utah Code of Ethics.

2.7 BID BINDING

Contractors are advised that BIDS shall be binding upon the Contractor for sixty (60) calendar days from the BID due date. A Contractor may withdraw or modify their BID any time prior to the BID due date by a written request, signed in the same manner and by the same person who signed the BID.

2.8 ECONOMY OF BID

Contractor must submit a complete and concise response in their BID not to exceed 15 pages in total length. All BIDS received will be retained by the Owner. BIDS should be prepared simply and economically, while providing complete details of the Contractor's abilities to meet the requirements of this BID. All information must be legible. Any and all corrections and/or erasures must be initialed. Each BID shall be accompanied by a transmittal letter signed in ink by an authorized representative of the Contractor. The required signed Cover Sheet may serve also as the required transmittal letter. The contents of the BID submitted by the successful Contractor may become part of any contract awarded as a result of this REQUEST FOR BID.

2.9 QUALIFICATIONS

Each Contractor may additionally be required to show that they have satisfactorily provided service and performed similar work in the past and that no claims of any kind are pending against such work. No BID will be accepted from a Contractor who is engaged on any work, which would impair their ability to perform or finance this work. All such work shall be revealed in the BID.

No BID will be accepted from, nor will a contract be awarded to, any Contractor who is in arrears to the Owner, upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the Owner, or is deemed to be irresponsible or unreliable by the Owner.

2.10 INDEMNIFICATION

To the fullest extent by law, the Contractor shall indemnify, defend and hold harmless the Owner and any subsidiary or affiliate, and its past, present and future agents, representatives and employees from and against all claims, damages,



losses and expenses, including but not limited to attorney's fees, directly or indirectly arising out of or based in whole or in part upon:

1. The Contractor's breach of any covenant or warranty of this Agreement.
2. Any damage or loss to any property caused in whole or in part by the Contractor or any one directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damages or loss attributable solely to acts or omissions of the Owner or its agents or employees and not attributable to the fault or negligence of the Contractor.
3. The Contractor's failure to comply with any applicable law, rule or ordinance.
4. The indemnity obligations of this paragraph are in addition to the indemnity obligation of the Contractor under the indemnification section.

The indemnity obligation is intended to include the indemnification of Owner indemnified hereunder for damages apportioned to the Contractor or any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the Owner. In any and all claims against the Owner, or any subsidiary of affiliate, or any of its past, present or future agents, representatives or employees by any employee of the Contractor or any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or types of damages, compensations or benefits payable by or for the Contractor, or any under the worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

2.11 INSURANCE

The Contractor shall provide the following minimum insurance coverage from companies holding a General Rating of "A" or better as set forth in the most current issue of Best's Key Rating Insurance Guide written for not less than the following, or greater if required by law and all such insurance to be primary to any insurance maintained by Owner, shall name Owner as additional insured with waiver of subrogation:

A. The Successful Contractor shall not commence work under this Agreement until it has obtained all insurance required by the contract documents and such insurance has been approved by Provo City. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this section.

B. The Successful Contractor shall procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

C. Successful Contractor shall procure and maintain and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Utah and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease – policy limit, and One Million Dollars (\$1,000,000) disease – each employee.
2. Comprehensive General Liability insurance with minimum single limits of Two Million Dollars (**\$2,000,000**) each occurrence and Two Million Dollars (**\$2,000,000**) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket



- contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest's provision.
3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interest's provision.
 4. The Contractor's Professional liability (errors & omissions) insurance coverage shall be written for not less than \$1,000,000. Insurance shall be maintained for two (2) years after work has been completed.
 5. The policies required above, except for the Workers' Compensation insurance and Employer's Liability insurance, shall be endorsed to include Provo City, and its officers and employees, as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
 6. If the Contractor uses any sub-Contractors, Contractor will provide for Contractors or require the same insurance provisions for its sub-Contractors.
 7. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and copies of such certificates shall be forwarded to the City prior to start of Work. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
 8. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the Owner.

2.12 EVALUATION PROCESS & SELECTION CRITERIA

These guidelines are intended to standardize the preparation and assure consistency in format and content of submittals by all interested Contractors. The submittal should provide the Selection Review Committee with an understanding of the Contractor's ability to undertake and complete the proposed project in a thorough and timely manner.

The submittal should contain the following information in the order listed and not exceed 15 pages in total length.

1.	Signed Cover Sheet	Y/N
2.	Introductory Letter	Y/N
3.	Statement on employee Immigration verification status	Y/N
4.	Attend NON-Mandatory Pre-BID Meeting	Y/N
5.	Construction Materials and/or proposed alternates	10%
6.	Previous park, trail, parking lot and public restroom construction experience	40%
7.	Detailed Work Plan & Schedule Control	30%
8.	Price Quotation	20%

It is very important that submittals be clear and concise in the recommended format so they can be evaluated in an objective manner by the Selection Review Committee. Each section in the submittal should be tabbed for easy reference and will be evaluated using the following selection criteria and according to the weighted scale noted.



Provo Parks and Recreation Department
Request for Bids (RFB)
PROVO CITY – Fort Utah Park Improvements RFB
RFB No. PR2026001035

1. Signed Cover Sheet – All bids to include a signed Cover Sheet as provided by owner that includes the total bid cost, company information and contractor authorized representative signature.

2. Introductory Letter - The introductory letter should be addressed to:

Mr. John Bunderson, Project Manager
Provo Parks and Recreation Department
1417 South 350 East
Provo, Utah 84606

This letter should contain an expression of the Contractor's interest in the work, a statement regarding the qualifications of the Contractor to do the work, a description of the services the Contractor will provide and any summary information on the project team or the Contractor that may be useful or informative to the Selection Review Committee.

Evaluation weight Y/N.

3. Statement on employee Immigration verification Status - All responders are reminded of the requirements of Utah Code Annotated 63G-12-302 that Provo City is prohibited from entering into any contract for the performance of services with any successful bidder who does not provide the City with proof of registration and participation in a federally approved immigration status verification system. Failure to provide the required proof may be grounds for rejection of a submitted proposal.

Evaluation weight Y/N

4. NON-Mandatory Pre-BID meeting on **July 28, 2026 at 2:00 P.M. starting at the parking lot of Worksite location by General Contractor representative**. Plan on up to 1 hour of site walk through. **A sign in sheet will be provided and persons may elect to be listed as a plan holder or subcontractor on the sheet.**

Evaluation weight Y/N

5. Construction Materials and/or proposed alternates - The evaluation will consider how well the proposed parks, trails and furnished materials are aligned with the specified equipment in construction plans. Preference will be given by the selection review committee for best quality materials if pricing is comparable between submissions.

The owner reserves the right to request proposed materials be changed to the specified equipment in the plan set if the qualifying bid otherwise meets the bid requirements and have bidder revise unit price.

Evaluation weight 10%

6. Previous park, trail, parking lot and public restroom construction experience - The evaluation will consider how well the Contractor has historically planned a course of action, identified alternatives and/or innovative approaches, and what provisions are identified for dealing with the potential impact, impediments, or conflicts to this project's construction. Describe how objectives or tasks listed in the Scope of Services will be achieved through a logical, innovative and rational plan. Be specific, concise and complete. Describe methodology in enough detail to permit an evaluation of the probability of success in meeting the project objectives. Include the titles of personnel who will perform each phase or task of the work or if the task will be performed by sub-contractor(s).

Evaluation weight 40%

7. Detailed Work Plan & Schedule Control - The evaluation will be based on the internal measures Contractor will use to ensure timely completion along with their demonstrated reputation. Identify internal methods that will be used for project schedule control, **assuming two hundred and fifty-eight (258) calendar days completion schedule September 15th 2026 to May 30th, 2027. Outline what work scope may extend past the May 30th, 2027 deadline. Owner has a preference to maintain trail operations throughout the construction period.**



List current references who can confirm the firm's ability for timely project completion. Operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field as dictated by Owner. Provide description of the reliability of the equipment and staffing proposed to perform the work.

The evaluation will consider the Contractor's capability to perform the work including internal quality and cost control procedures. Describe the firm's capability to perform the work. Emphasize the strengths and specialties of the firm. List project type, name of client, location, scope of work, services provided, Contractor fee, change orders, reasons for change orders, date completed, contact person, telephone number and size (dollar amount) of recent work of a similar nature performed in the last three (3) years. Explain the firm's function or project involvement (primary Contractor, sub-Contractor, project management, technical support, etc.). Explain internal policies and procedures related to work quality and cost control. List and describe any potential conflicts of interest or other projects being performed concurrently to this project. Provide detailed work timelines when various phases of this project will be accomplished. Include the number and type of meetings needed throughout the construction process. For example: How will your firm work with the following entities to complete project on time, on budget: Onsite conditions, permitting, supply chain, Parks and Recreation Department staff, invoicing, etc.

Evaluation weight 30%

8. Price Quotation - Provide a fixed fee for the total Scope of Services as described in the Request for Bid. The total cost for services must be submitted on the Cover Sheet included in this bid. The bid information must be submitted on the Bid Form provided and itemized in the Unit Price Bid Schedule sheet with all materials.

Evaluation weight 20%

2.13 PRICES

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten.

Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Contractor and included in the BID prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Contractor MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

Sales Tax:

All materials installed and/or any materials converted to real property by someone other than a city, county or state employee are generally subject to sales tax. Contractors/Subcontractors are responsible for remitting applicable sales tax on all materials purchased or placed in service that are subject to sales tax. Bidders should consider and include the impact of sales tax in all cost models/bids. The contractor/subcontractor will be responsible to pay and remit all applicable sales and use taxes.

2.14 INDEPENDENT CONTRACTOR

The relationship of the Contractor to Owner shall be that of an independent Contractor. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee, or official of Owner. Contractor shall be responsible for, and hold Owner harmless from any liability for, unemployment taxes or contributions, payroll taxes, or other federal or state employment taxes and worker's compensation insurance coverage as may be required by law.

2.15 ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign or subcontract the work, or any part thereof, without the previous written consent of Owner, nor shall they assign, by power of attorney or otherwise, any of the money payable under the Contract unless written consent of Owner has been obtained. No right under the Contract, nor claim for any money due or to become due shall be asserted against Owner, or persons acting for Owner, by reason of any so-called assignment of the Contract or any part thereof, unless such assignment has been authorized by the written consent of Owner. In case the



Contractor is permitted to assign monies due or to become due under the Contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the work.

2.16 RIGHT OF OWNER TO TERMINATE CONTRACT

Owner may terminate this Agreement for convenience upon 10 days' notice or for cause immediately. Grantee may reimburse the Contractor for products delivered or services performed through the date of cancellation or reduction, and Owner shall not be liable for any future commitments, penalties or liquidated damages. Examples of cause include and are not limited to:

- Failure to respond to communications in a timely manner.
- Destruction to property.
- Negligent behavior of sub-recipient.

The Contractor shall not be entitled, nor shall Owner give any consideration to claims for any costs or for loss of anticipated revenue(s), including overhead and profit, due to the abandonment or termination of this Contract, or any part hereof, by Owner.

Owner shall determine the amount of work satisfactorily performed by the Contractor and Owner's evaluation shall be used as a basis to determine the amount of compensation due the Contractor for performed Work.

2.17 LAWS AND ORDINANCES

The laws of the State of Utah shall govern any contract executed between the successful Contractor and Owner. Further, the place of performance and transaction of business shall be deemed to be in the County of Utah, State of Utah, and in the event of litigation, exclusive venue and place of jurisdiction shall be the State of Utah, and more specifically, the district court of Utah County, Utah.

2.18 CONFIDENTIAL MATTERS

All data and information gathered by the Contractor, and all reports, recommendations, documents, and data shall be treated by the Contractor as confidential. The Contractor must agree not to communicate or disclose the aforesaid matters to a third party or use them in advertising, publicity, or propaganda and/or in any other job, unless prior written consent is obtained from Owner.

2.19 FORCE MAJEURE

"FORCE MAJEURE" shall be considered to be an act of God, fire, or explosion that, due to its consequences, threatens to delay the timely performance of the parties' obligations hereunder. Whenever either party has knowledge of any event of Force Majeure or other situation that is delaying or threatens to delay the timely performance of any obligation called for by this Contract, that party shall immediately give written notice thereof, including all relevant information with respect thereto, to the other party.

Neither party to this Contract shall be liable for delay or failure to perform pursuant to the terms of this Contract, if and to the extent such delay or failure is due to the event of Force Majeure as defined above provided that:

1. Neither party may claim the benefit of this section unless the delay or failure to perform is due to causes beyond its control and without its fault or negligence; and
2. Any delay or failure by a Contractor at any tier of either party shall not be excusable unless such delay or failure arises out of causes beyond the control of Contractor, and the services to be furnished by Contractor are not obtainable from other sources at comparable costs in sufficient time to permit its commitments to be met pursuant to this Contract.

2.20 BONDS



This BID does not require the submission of a BID guarantee. This BID does require the submission of performance and payment bonds after the Notice of Award is executed and prior to final approval of the Contract Agreement by the City. Failure of a Contractor to obtain the performance and payment bonds will void the Notice of Award and the City will award the contract to the next responsible bidding Contractor.

2.21 CHANGE ORDER

Any change in the scope or description of the material or service, or in the contract price, shall be executed by written order of Owner. No change order shall affect the validity of the contract or any terms or conditions not expressly changed.

2.22 SAFETY OBLIGATION

The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating and supervising all portions of the Work under the Contract. The Contractor shall conduct the Work in such manner as to protect the Owner and all other persons from accidents and injury, and in such a manner as to avoid damage to the Property, adjacent properties, or any improvements or personal property located thereon. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

The Contractor shall comply with all State and Federal OSHA, health environmental, and safety regulations, rules and laws. The Contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor shall examine the Property to its satisfaction prior to the commencement of any Work to become familiar with the condition of the Property to the extent necessary and appropriate to properly perform the Work. In this regard, Contractor shall (i) inspect the Property in order to determine the nature, extent and location of any dangerous or unsafe conditions on and in the vicinity of the Property, and (ii) specifically instruct its employees regarding appropriate safety practices and procedures in connection with any dangerous or unsafe conditions that may be encountered.

Owner makes no representations or warranties with respect to the condition of the Property, or for the accuracy or completeness of any information provided by Owner with respect thereto. Any harm or injury to Contractor, Contractor's employees, agents, or any other persons performing any portion of the Work under an agreement with Contractor that is or may be attributable to the condition of the Property including, with limitation, the condition of improvements thereon, shall be the sole responsibility of, and at the sole risk of, Contractor. The presence on the job site of persons representing the Owner shall not in any way be construed to limit the Contractor's full responsibility hereunder for safety of all persons and property at the job site. Liability of the Contractor for all damages to persons or public or private property arising from the Contractor's execution of the Work shall not be diminished because of any inspection, testing or observation of the Work by agents of the Owner.

SECTION 3: SPECIAL REQUIREMENTS / INSTRUCTIONS

Where these specific requirements differ from the preceding General Requirements, these specific requirements shall control.

3.1 CONTRACTOR'S FAMILIARITY WITH SITE AND WORK

By submitting this BID or BID documents, the Contractor acknowledges that they have visited the site, have familiarized themselves with the local conditions under which the work is to be performed and understands the scope of work as defined in the contract documents.

3.2 INFORMATION REQUIRED OF RESPONDENT



Provo Parks and Recreation Department
Request for Bids (RFB)
PROVO CITY – Fort Utah Park Improvements RFB
RFB No. PR2026001035

The Respondent shall furnish the following information with their BID on either the following provided sheets 16-19 or use supplemental pages for submission:

1. Cover sheet.
2. Statement of Immigration Status.
3. Contractor information.
4. Three recently completed projects.
5. Materials source information.
6. Non-collusion affidavit of Contractor.
7. The unit price schedules.

Failure to comply with this requirement will render the BID non-responsive and may cause BID rejection. Additional sheets shall be attached as required.



CONTRACTOR INFORMATION

CONTRACTOR'S name and address:

CONTRACTOR'S:

Telephone number: (xxx)xxx-xxxx Primary classification:

Utah License # and date of expiration:

Number of years as a Contractor in construction work of this type:

_____.

NAMES and titles of all officers of CONTRACTOR'S firm:

NAME, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract:

ATTACH TO THIS BID the experience resume of the person who will be designated chief construction superintendent or on-site construction manager.



WORK EXPERIENCE

Contractor MUST list three (3) projects completed as of recent date involving work of similar type, scope and complexity. Include with this information the **name, address** and **telephone number** of the owner, the contract price and final price. Insufficient experience with construction of this type, scope, and/or complexity will render the respondent non-qualified and therefore ineligible for award of contract. Contractor may use format below or supply additional descriptive document.

Project:
Name:
Address:
Telephone #:
Contract Price:
Final Price:

Project:
Name:
Address:
Telephone #:
Contract Price:
Final Price:

Project:
Name:
Address:
Telephone #:
Contract Price:
Final Price:



MATERIAL SOURCE INFORMATION:

Respondent shall indicate opposite each item of material listed below, the name of the manufacturer of any alternative materials to be furnished under the BID, not specified in bid documents. The listing of more than one manufacturer for each material to be furnished with the words "and/or" will not be permitted.

- | | |
|----|---|
| 1. | . |
| 2. | . |
| 3. | . |
| 4. | . |
| 5. | . |



NON-COLLUSION AFFIDAVIT OF CONTRACTOR

State of Utah

County of Utah

_____, being first duly sworn, deposes and says that:

1. They are _____
(owner, partner, officer, representative or agent)
of _____ herein after referred to as the "Contractor"
2. They are fully informed respecting the preparation and contents of the Contractor's BID submitted by the Contractor for **PROVO CITY – Fort Utah Park Improvements bid**. The Contractor for certain work in connection with the improvement Project Contract pertaining to the Project in Provo City, Utah;
3. Such Contractor's BID is genuine and is not a collusive or sham BID;
4. Neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm or person to submit a collusive or sham BID in connection with such Contract or to refrain from submitting a BID in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Respondent, firm or person to fix the price or prices in said Contractor's BID or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Provo City Corporation (Local Public Agency) or any person interested in the Proposed Contract: and
5. The price or prices quoted in the Contractor's BID are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed

Title _____

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary

My commission expires _____, 20__.



3.3 TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and shall be fully completed within two hundred and fifty-eight (258) calendar days (consecutively) thereafter weather permitting. If the contractor does not think this timeline is feasible, please submit a schedule that is feasible for review and approval as part of the bid submission.

3.4 LIQUIDATED DAMAGES

Liquidated damages shall be assessed as follows:

a) As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and their Sureties shall be liable for and shall pay to the Owner the sum of \$1,000.00 as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

3.5 RESPONSIBILITIES OF CONTRACTOR

1. Except as otherwise specifically stated in the Contract Documents and technical specifications, the Contractor shall provide and pay for all materials, labor, tolls, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees, permits or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this contract for site preparation complete in every respect within the specified time.
2. The Contractor shall carefully review the Contract Documents and shall promptly report any errors, inconsistencies or omissions they may discover.
3. The work shall be laid out to true lines and grades in full accord with the drawings. Surveying of lines and grades, from a base line and benchmark established by the owner at the construction site, and staking thereof, shall be accomplished by the Contractor. Monuments should be substantially established, protected and maintained in place by the Contractor for the duration of the contract or until such other time as their removal may be authorized by the owner or their representative.
4. The Contractor shall secure proper written authorization for any corrective work which becomes the responsibility of the owner.
5. The Contractor shall submit a schedule indicating the intended starting date of the work, the different phases and timetable if possible, and the intended date of completion.
6. The Contractor shall inform the Owner of any delays, and causes of such, that affect the completion of the work.
7. The Contractor shall be responsible for the supervision and direction of the work. They shall direct their authorized staff and/or Contractors as deemed necessary and consistent with good construction practices.
8. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the work. Unless specifically noted otherwise, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction machinery and transportation necessary for proper execution and completion of the work.
9. The Contractor shall erect and maintain barricades, canopies, guards, lights, and warning signs to the extent required by law or reasonably necessary for protection of the public.
10. The Contractor shall at all times keep the premises clean and free of accumulated waste materials and rubbish caused by the operations. At the final completion of the job, the Contractor shall restore all areas damaged in the course of the work.
11. The Contractor performing any part of the work and any Contractors under the contract shall guarantee their respective work against defective materials or workmanship for one year from the date of filing notice of completion by the Contractor and acceptance of such by the owner.



3.6 COMMUNICATIONS

1. All notices, demands, requests, instructions, approvals, BIDS and claims must be in writing.
2. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage prepaid envelope, in each case addressed to such office.
3. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the Provo City Parks & Recreation Department of Provo City Corporation at 1417 South 350 East, Provo, Utah, 84606 and any notice to or demand upon the Local Public Agency shall be sufficiently given if so delivered.

3.7 CONTRACT DOCUMENTS AND DRAWINGS

1. Bidders must use complete sets of Bid Documents in preparing Bids. OWNER and ENGINEER assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. Bid Documents are made available to bidders only for the purpose of obtaining Bids on the Work. No license or grant for any other use is given. Bidding Document copyrights shall remain with the OWNER. All provisions of the current edition of the 2017 Manual of Standard Specifications and Manual of Standard Plans published by the Utah Chapter of the American Public Works Association and the 2023 Standard Specifications and Standard Drawings published on UDOT's website that are applicable to the Work are hereby made a part of the Contract Documents by reference. Copies of the Utah APWA documents may be purchased separately from the LTAP Center, Utah State University 8205 Old Main Hill, Logan UT 84322-8205.
2. All drawings, specifications, detailed drawings, and other drawings furnished by the owner are the property of the owner. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the Owner on request.
3. The Contractor shall obtain all specifications referenced within the contract plans and adhere to all provisions of the current edition of the 2017 Manual of Standard Specifications and Manual of Standard Plans published by the Utah Chapter of the American Public Works Association and the 2023 Standard Specifications and Standard Drawings published on UDOT's website that are applicable to the Work are hereby made a part of the Contract Documents by reference. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the following Contract Documents, the order of precedence shall be as follows:
 - a. Change Orders
 - b. Agreements
 - c. Contractor's BID (BID Form)
 - d. General Requirements
 - e. Special Requirements
 - f. Specifications
 - g. Drawings
 - h. Provo City Standard Specifications
 - i. The American Public Works Association (APWA) Manual of Standard Specifications & Manual of Standard Plans.
 - j. State of Utah Standard Specifications for Road and Bridge Construction (including addendum).
4. All concrete delivered to the site shall have certified weight tickets and a Quality Control Report. The QC report shall identify the truck, mixing plant and all materials used in the concrete mix. Field testing is required for compaction of aggregates and concrete. Concrete break tests required for each full truck load of concrete material at 3, 7, 28 and 56 day intervals. All weight tickets and QC reports shall be delivered to the Project Engineer or the Field Inspector at the end of the working day or the tickets may be deemed invalid for payment.



5. The Contractor shall be responsible for the location and marking of all public and private utility lines on the project. (i.e. traffic loops, manholes, valves, monuments, telephone, gas, water, power, communication, etc.)
6. Where required, the Contractor shall be responsible for keeping one (1) lane of traffic clear in each direction. The Contractor shall provide all the necessary safety traffic signs. (In accordance with the MUTCD Manual for Maintenance and Construction Signing)
7. The Contractor shall certify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the work due to its failure to comply with this requirement.
8. The Contractor shall inspect related appurtenant work and shall report in writing to the Project Engineer any condition that will prevent proper completion of the work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor at its sole cost and expense.

3.8 CHANGES IN THE WORK

1. The Owner may make changes in the scope of the work required to be performed by the Contractor under the Contract or making additions thereto, or by omitting work therefrom, without invalidating the Contract and without relieving or releasing the Contractor from any of their obligations under the Contract or any guarantee given by them pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
2. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the contract price shall be valid unless so ordered.
3. If applicable unit prices are contained in the Agreement (established as a result of either a unit price quoted or a Supplemental Schedule of Unit Prices) the Owner may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the unit prices specified in the Contract, provided that in the case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%).
4. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract price more than twenty-five percent (25%), the Owner shall request an itemized BID from the Contractor covering the work involved in the change.
5. Each change order shall indicate the number of days impact to project completion timing and be completed substantially in the form provided in the Contract Documents.

3.9 PAYMENTS TO CONTRACTOR

1. Contractors shall submit invoices in duplicate on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice that cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Contractor for correction. Under term contracts, when multiple deliveries and/or services are required, the Contractor may invoice following each delivery and the Owner will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only.

Partial Payments:



a. The Contractor shall prepare their requisition for partial payment as of the last day of the month and submit it to the Owner for their approval. The amount of the payment shall be determined by adding to the total value of work completed to date the value of materials properly stored on the site and deducting (a) five percent (5%) of the total amount to be retained until the final payment, and (b) the amount of all previous payments.

b. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

Final Payment:

a. After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare their requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

b. The Owner, before paying the final estimate, may require the Contractor to furnish releases or receipts from all Contractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The Owner may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in nowise impair the obligations of any surety or sureties furnished under this Contract.

2. Withholding of any amount due the Owner for "Liquidated Damages" shall be deducted from the final payment due the Contractor.

3. Withholding Payments

The Owner may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Owner and if it so elects may also withhold any amounts due from the Contractor to any Contractors or material dealer for work performed or material furnished by them. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of them and their Contractors by the enclosed Labor Standards Provisions.

3.10 PROPOSED SELECTION AND PROJECT SCHEDULE

Request for Bid Distribution	July 20, 2026
Pre-Bid On-site Meeting	July 28, 2026 at 2:00 P.M.
Final Clarification Submission Deadline	August 3, 2026 at 1:00PM
Request for Bid Due Date	August 7, 2026 at 1:00 P.M.
Selection Committee Review of Bids	Week of August 10, 2026
Potential Contractor Presentations	Week of August 17, 2026
Notice of Award	August 19, 2026
Project completion	May 30, 2027



NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: PROVO CITY – Fort Utah Park Improvements bid.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for BIDS dated _____, 2026, and Information for Respondents.

You are hereby notified that your BID has been accepted for items quoted on _____, 2026, and as amended and noted below, for the PROVO CITY – Fort Utah Park Improvements bid.

- | | |
|--|----------|
| 1. Demolition Items (bid schedule item 1 a. – i.) | \$ _____ |
| 2. Utility Items (bid schedule item 2. a. – h.) | \$ _____ |
| 3. Electrical, Lighting & Communications Items (bid schedule item 3. a.- m.) | \$ _____ |
| 4. Site Grading and Excavation Items (bid schedule item 4. a. – k.) | \$ _____ |
| 5. Roadway and Parking Items (bid schedule item 5. a. – i.) | \$ _____ |
| 6. Concrete Walks and Hardscape Items (bid schedule item 6. a. – u.) | \$ _____ |
| 7. Site Structure/Furnishings Items (bid schedule item 7. a. – u.) | \$ _____ |
| 8. Restroom Items (bid schedule item 8. a. - k.) | \$ _____ |
| 9. Landscape and Irrigation items (bid schedule item 9. a. – v.) | \$ _____ |
| 10. Miscellaneous Items (bid schedule item 10 a. – f.) | \$ _____ |
| Overhead Rate ____% | \$ _____ |
| Profit Rate ____% | \$ _____ |
| Bid Alternatives Items Awarded (bid schedule BA1. a.- f.) | \$ _____ |

TOTAL AWARD

\$ _____

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2026.

PROVO CITY CORPORATION
Owner

By: John Bunderson

Title: Parks and Recreation Projects Manager

ACCEPTANCE OF NOTICE: Receipt of the above NOTICE OF AWARD is hereby acknowledged by this _____ the _____ day of _____, 2026.



AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2026, by and between **Provo City Corporation** hereinafter called "OWNER" and _____, doing business as an Individual, or a Corporation hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete **PROVO CITY – Fort Utah Park Improvements bid**.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the work required by the CONTRACT DOCUMENTS within two hundred and fifty-eight (258) calendar days, unless the period for completion is extended otherwise by the PROJECT ENGINEER or by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of _____ for PROVO CITY – Fort Utah Park Improvements bid
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. Request for BIDS.
 - B. Information for Respondents.
 - C. BID.
 - D. Notice of Award.
 - E. Agreement.
 - F. Notice to Proceed.
 - G. Performance Bond.
 - H. Payment Bond.
 - I. General Requirements.
 - J. Special Requirements.
 - K. Project Specifications.
 - L. Project Drawings
6. The OWNER will pay the CONTRACTOR in the manner and at such times as set forth in the General Requirements such amounts as required by the CONTRACT DOCUMENTS.
7. This agreement shall be binding upon all parties hereto and their respective heirs, administrators, successors and assigns.



Provo Parks and Recreation Department
Request for Bids (RFB)
PROVO CITY – Fort Utah Park Improvements RFB
RFB No. PR2026001035

AGREEMENT continued

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in 2 copies, each of which shall be deemed an original on the date first above written.

PROVO CITY CORPORATION
OWNER

By (Signature)

Marsh Judkins
Name (Please Type)

MAYOR
Title

ATTEST:

By (Signature)

Name (Please Type)

CITY RECORDER
Title

CONTRACTOR

By (Signature)

Name (Please Type)

Title

Address



PERFORMANCE BOND

(Title 63G-6a-1103)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and a corporation organized and existing under the laws of the State of _____ authorized to do business in the State of Utah and U.S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of _____, hereinafter referred to as the "Surety," are held and firmly bound to Provo City Corporation, hereinafter referred to as the "Obligee," in the amount of \$ _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 2026, to construct _____ in the City of Provo, State of Utah, Project No. _____ for the approximate sum of _____ Dollars (\$ _____), which contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents, including, but not limited to, the plans, specifications and conditions thereof, the one year performance warranty, unless otherwise stated in the contract specifications, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of any of the Contract Documents or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of any of the Contract Documents or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties. The parties also agree that this bond will remain in effect until the Obligee certifies, in writing at the completion of the warranty period, that the principal has met the full obligation.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63G-6a-1103 as amended, and all liabilities on the Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.



Provo Parks and Recreation Department
Request for Bids (RFB)
PROVO CITY – Fort Utah Park Improvements RFB
RFB No. PR2026001035

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 2026.

WITNESS OR ATTESTATION:

PRINCIPAL: _____

By:

Title: _____ (SEAL)

WITNESS OR ATTESTATION:

SURETY: _____

By: _____ (SEAL)
Attorney-in-Fact

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2026 personally appeared before me _____, whose identity is personally know to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that they are the Attorney-in-fact of the above-named Surety Company, and that they are duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that they acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this ____ day of _____, 2026.

My commission expires: _____ .

Resides at: _____
NOTARY PUBLIC



PAYMENT BOND

(Title 63G-6a-1103 as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____ authorized to do business in the State of Utah and U.S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of _____, hereinafter referred to as the "Surety," are held and firmly bound to the Provo City Corporation, hereinafter referred to as the "Obligee," in the amount of \$ _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the City of Provo, State of Utah, Project No. _____ for the approximate sum of _____ Dollars (\$ _____), which contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then at the City's sole discretion, this obligation may terminate, and the bond, exonerated and released; otherwise it shall remain in full force and effect for a period of one year. Also that proof of release of all liens will be required before the bond may be released.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of any of the Contract Documents or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of any of the Contract Documents or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63G-6a-1103 as amended, and all liabilities on the Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.



Provo Parks and Recreation Department
Request for Bids (RFB)
PROVO CITY – Fort Utah Park Improvements RFB
RFB No. PR2026001035

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 2026.

WITNESS OR ATTESTATION:

PRINCIPAL: _____

By:

Title: _____ (SEAL)

WITNESS OR ATTESTATION:

SURETY: _____

By: _____ (SEAL)
Attorney-in-Fact

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2026 personally appeared before me _____, whose identity is personally know to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that they are the Attorney-in-fact of the above-named Surety Company, and that they are duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that they acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this ____ day of _____, 2026.

My commission expires: _____ .

Resides at: _____
NOTARY PUBLIC



NOTICE TO PROCEED

TO:

You are hereby notified to commence work, in accordance with the Agreement dated the _____ day of _____, 2026, as soon as your Payment and Performance Bonds are received by the City or on or before the _____ day of _____, 2026, and you are to complete all WORK within two hundred and fifty-eight (258) calendar days or by _____ May 30th _____, 2027.

PROVO CITY CORPORATION

Owner

By

Title

ACCEPTANCE OF NOTICE: Receipt of the above NOTICE TO PROCEED is hereby acknowledged by this the day _____, day of _____, 2026.

By _____

Title



CHANGE ORDER FORM

No. _____

PROJECT: PROVO CITY – Fort Utah Park Improvements bid

DATE OF ISSUANCE:

OWNER: PROVO CITY PARKS & RECREATION
1417 S. 350 E.
PROVO, UTAH 84606

CONTRACTOR:

OWNER'S REP: John Bunderson

CONTRACT FOR: PROVO CITY – Fort Utah Park Improvements bid

You are directed to make the following changes in the Contract Documents.

Description:

Purpose of Change Order:

CHANGE IN CONTRACT PRICE: _____

Original Contract Price \$

Prior Change Orders No. _____ to No. _____ \$

Net Increase (Decrease) of this Change Order \$ _____

Contract Price with all approved Change Orders \$ _____

Change to CONTRACT TIME: None

The CONTRACT TIME will be Increased (Decreased) by _____ calendar days.

The date for completion of all work will be May 30th, 2027 (Date).

Approvals Required:

To be effective this order must be approved by the Federal agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL REQUIREMENTS.

RECOMMENDED:	APPROVED:	APPROVED:	ACCEPTED:
by _____	by _____	by _____	by _____
Project Manager	Owner	Federal Agency (if applicable)	Contractor



PROVO – Fort Utah Park – SITE (approximate)



Vicinity Map 
NORTH



Project Area 
200 N Geneva Road,
Provo, UT 84601
NORTH



Provo Parks and Recreation Department
Request for Bids (RFB)
PROVO CITY – Fort Utah Park Improvements RFB
RFB No. PR2026001035

BID UNIT PRICE SCHEDULE

See Attached BID SCHEDULE