

JORDAN VALLEY WATER CONSERVANCY DISTRICT

SERWTP ASPHALT REPLACEMENT

September 2023

DESCRIPTION OF WORK: This project consists of removing the asphalt around one building at a water treatment plant and installing new asphalt along with a new curb, waterway, and concrete pad.

PROJECT SCHEDULE: The work shall be completed within 210 days from the date of acceptance of the Award of Purchase Order. If the work is not completed within the specified time frame, the bidder herein agrees to accept liquidated damages in the amount of \$50 per day.

RECEIPT OF BIDS: Bids will be received by Jordan Valley Water Conservancy District, attention Conor Tyson at 8215 South 1300 West, West Jordan, Utah 84088 until **September 26, 2023, at 3:00 pm**. Electronic bids may also be submitted in adobe .pdf format to ellisad@jvwcd.org. JVVCD requests that electronic bids be submitted 15 minutes prior to the bid opening deadline.

OBTAINING CONTRACT DOCUMENTS: All Contract Documents may be obtained on the District's website (www.jvwcd.org), under the project "SERWTP Asphalt Replacement". Prospective bidders must register at the District's web site under the project to receive project notifications and addenda, if any. Contractors are required to check the District's web site for any addenda prior to submitting a responsive bid. Bids determined to be non-responsive may be rejected.

JVVCD project manager/contact person: Conor Tyson, EIT; conort@jvwcd.org, telephone Number: (385) 236-2510

SITE OF WORK: Southeast Regional Water Treatment Plant, 11574 S. Wyndcastle Dr., Sandy, Utah 84092.

PRE-BID SITE VISIT: A non-mandatory pre-bid site visit will be held on **Wednesday, September 20th, 2023**, at the site of the work, at 2:30 pm.

AWARD OF CONTRACT: An Award of Purchase Order, if awarded, will be made within 60 calendar days of the opening of bids, based upon the lowest cost responsive bid.

BONDS: A bid bond, Performance Bond, and payment bond are required for any bid exceeding \$50,000 as required by Utah state law.

ADDRESS AND MARKING OF BID: The envelope enclosing the bid shall be sealed and addressed to the Jordan Valley Water Conservancy District and delivered or mailed to 8215 South 1300 West, West Jordan, Utah 84088. 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 "Bid for," followed by the title of the Contract Documents for the work and the date and hour of opening of bids. Electronic bids shall be submitted to the engineering administrative assistant, ellisad@jvwcd.org as an email attachment with the words "Bid for," followed by the title of the Contract Documents for the work and the date and hour of opening of bids in the subject line of the email.

PROJECT ADMINISTRATION: All questions relating to this project prior to the opening of bids shall be directed to the Project Manager for the project.

OWNER'S RIGHTS RESERVED: The Owner reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interest of the Owner.

Owner/ Engineer
Jordan Valley Water Conservancy District
Project Manager: Conor Tyson
8215 South 1300 West
West Jordan, Utah 84088
Telephone: (801) 565-4300
Email: conort@jvwcd.org

JORDAN VALLEY WATER CONSERVANCY DISTRICT

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INSTRUCTIONS TO BIDDERS

WARRANTY: The successful bidder shall warrant the equipment and installation to be free of defects in materials and workmanship for a period of one (1) year following satisfactory start-up and testing of the equipment.

INSURANCE REQUIREMENTS: Prior to awarding a purchase order the bidder must furnish certificates of insurance to include the following policies. The limits of liability for the insurance required in this project shall provide for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation

A. State: Utah Statutory

2. Comprehensive General Liability

A. Bodily Injury (including completed operations and products liability):

\$500,000	Each Occurrence
\$1,000,000	Annual Aggregate
or a combined single limit of	\$1,000,000

B. Property Damage liability insurance including Explosion, Collapse and Underground coverages where applicable.

C. Personal Injury, with employment exclusion deleted.

\$1,000,000	Annual Aggregate
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3. Comprehensive Automobile Liability:

A. Bodily Injury

\$500,000	Each Person
\$1,000,000	Each Occurrence

B. Property Damage:

\$500,000	Each Occurrence
or combined single limit of	\$1,000,000

BID SCHEDULE

Item	Units	Quantity	Unit Price	Extended Price
Mobilization	LS	1	\$ _____	\$ _____
Asphalt Removal	SF	13,400	\$ _____	\$ _____
Excavation	CY	750	\$ _____	\$ _____
Curb Removed	LF	50	\$ _____	\$ _____
Subbase	CY	410	\$ _____	\$ _____
Base Course	CY	325	\$ _____	\$ _____
New 4" Asphalt	SF	13,000	\$ _____	\$ _____
New 30" Curb and Gutter	LF	85	\$ _____	\$ _____
New 4' Rolled Waterway	LF	165	\$ _____	\$ _____
New Concrete Pad	SF	72	\$ _____	\$ _____

TOTAL BID \$ _____

Bidder (Company name): _____

By: _____
(Signature)

Dated: _____

Name: _____
(Print)

Title: _____

The Bidder shall furnish the following information. Failure to comply with this requirement may render the Bid non-responsive and subject to rejection. Additional sheets shall be attached as required. No bid for the work will be considered from a bidder who does not hold an active license in good standing applicable to the type of work bid upon at the time of submission of the bid.

Contractor's name: _____

Contractor's address: _____

Contractor's Fax: _____

Contractor's Primary Contact: _____

Email address of primary contact: _____

Telephone number of primary contact: _____

BIDDER REQUIREMENTS: The bidder shall have:

- (1) a valid Utah Business license
- (2) a valid Utah Contractors license appropriate for the work,
- (3) have completed a minimum of three asphalt replacement projects with a total area greater than 10,000 square feet. The Owner shall be entitled to contact each reference listed by the contractor.

1. Utah Department of Commerce Information
Business Entity Number: _____
Delinquent Date: _____

2. Contractor's Utah License Number: _____
Expiration Date: _____
Primary Classification: _____
Supplemental Classification held, if any: _____

3. Number of years as a contractor in work of this type:

4. Projects:

Qualifying Project 1 _____ Completion Date_____

Description of Project

_____ Square footage_____

Final Cost_____ Owner_____

Owner Phone #_____ Owner email _____

Qualifying Project 2 _____ Completion Date_____

Description of Project

_____ Square footage_____

Final Cost_____ Owner_____

Owner Phone #_____ Owner email _____

Qualifying Project 3 _____ Completion Date_____

Description of Project

_____ Square footage_____

Final Cost_____ Owner_____

Owner Phone #_____ Owner email _____

5. As necessary, attach to your bid technical information showing compliance with the defined scope of work and/or technical specifications.

Scope of Work:

This project involves asphalt replacement including:

- Removing and disposing of old asphalt
- Removing and disposing of old curb and gutter
- Preparing area for new asphalt
- Installing new asphalt
- Installing new curb and gutter
- Installing new rolling waterway
- Installing new concrete pad

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____
as Principal, and _____
as Surety, are held and firmly bound unto the Jordan Valley Water Conservancy District
(hereinafter called "Owner") in the sum of _____
dollars, (not less than five percent of the total amount of the bid) for the payment of which
sum, will and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a bid to Owner to perform all work required under the
bidding Schedule of the Owner's Contract Documents entitled "SERWTP Asphalt
Replacement", (hereafter called the "Project Title").

NOW THEREFORE, if Principal is awarded Contract by Owner for the Construction of the
Project and, within the time and in the manner required under the heading "Instructions to
Bidders" enters into the written contract entitled "Agreement" bound with said Contract
Documents, furnishes the required certificates of insurance, and furnishes the required
Performance Bond and Payment Bond within 10 calendar days after receipt of such
contract from Owner, then this obligation shall be null and void, otherwise it shall remain in
full force and effect. In the event suit is brought upon this bond by Owner and judgment is
recovered, Surety shall pay all costs incurred by Owner in such suit, including a reasonable
attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____.

By: _____ By: _____

Its: _____ Its: _____

(SEAL)

(SEAL)

NOTICE OF AWARD

To: **Contractor's Name and Address**

Re: SERWTP Asphalt Replacement

You are hereby notified that the OWNER has accepted your bid for the above referenced project in the amount of \$.

Furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance within ten calendar days from the date of this notice to you. An acknowledged copy of this Notice of Award, together with all future correspondence regarding this project, shall be sent to the District's Project Manager: Conor Tyson, Staff Engineer

When the Agreement is provided, sign and return it within ten calendar days from receipt of the agreement.

Dated this ____ day of _____, 2023.

Shane K. Swensen, PE
Chief Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

Contractor's Name

This _____ day of _____, 2023.

Signature: _____

Printed Name: _____

Title: _____

AWARD OF PURCHASE ORDER

The Jordan Valley Water Conservancy District (Owner) hereby accepts your Bid dated _____. In accordance with your Bid and the Owner's Documents dated _____, the Owner has created a purchase order in the amount of \$_____ for the project entitled "SERWTP Asphalt Replacement". **The completion date is 210 days from the date of acceptance of this Award of Purchase Order.**

You should sign and return this Award of Purchase Order within 10 calendar days from the date of this notice to you.

Sincerely,

Shane K Swensen, PE
Chief Engineer

Award Date

ACCEPTANCE OF AWARD

_____, a corporation qualified to do business in the State of Utah, hereby agrees to perform as specified in its Bid, the Owner's Contract Documents, and this Award of Purchase Order.

Signature

Title

Acceptance Date

Attachments: Bid

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Contractor, and _____ as Surety, are held firmly bound unto the Jordan Valley Water Conservancy District hereinafter called "Owner," in the sum of \$_____ for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has been awarded and is about to enter into the annexed Agreement with Owner to perform all work required under the Bidding Schedule(s) of the Owner's Contract Documents entitled "SERWTP Asphalt Replacement"

NOW THEREFORE, if Contractor shall perform all the requirements of the Agreement required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of the Agreement, shall not in any way release Contractor or Surety thereunder, nor shall any extensions of the time granted under the provisions of the Agreement release either the Contractor or Surety, and notice of such alterations or extensions of the work, materials or time to complete made under the Agreement is hereby waived by Surety. This Bond is furnished in compliance and in accordance with 14-1-18, Utah Code Ann., as amended, and 63-56-38 Utah Code Ann., as amended.

SIGNED AND SEALED, this _____ day of _____, 20__.

By: _____

By: _____

Its: _____

Its: _____

(SEAL)

(SEAL)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor, and _____ as Surety, are held firmly bound unto the Jordan Valley Water Conservancy District hereinafter called "Owner," in the sum of \$_____ for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has been awarded and is about to enter into the annexed Agreement with Owner to perform all work required under the Bidding Schedule(s) of the Owner's Contract Documents entitled, "SERWTP Asphalt Replacement"

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of the Agreement, shall not in any way release Contractor or Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either Contractor or the Surety, and notice of such alterations or extensions of the work, materials or time to complete made under the Agreement is hereby waived by Surety. This bond is furnished in compliance and in accordance with 14-1-18 and 19 Utah Code Ann., as amended, and 63-56-38 Utah Code Ann., as amended.

SIGNED AND SEALED, this _____ day of _____, 20____.

By: _____

By: _____

Its: _____

Its: _____

(SEAL)

(SEAL)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)