

**CONTRACT DOCUMENTS FOR**  
**Jordan Aqueduct/Alpine Aqueduct Blow-Off Drains**

**JVWCD PROJECT #:4232**

**May 2022**

**OWNER**

Jordan Valley Water Conservancy District  
8215 South 1300 West  
West Jordan, Utah 84088  
801-565-4300

**ENGINEER**

JVWCD Staff  
8215 South 1300 West  
West Jordan, Utah 84088  
801-565-4300

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## NOTICE INVITING BIDS

**PROJECT NAME:** Jordan Aqueduct (JA) Reach 4/Alpine Aqueduct (AA) Blow-Off Drains

**DESCRIPTION OF WORK:** Installing new steel piping to direct the blowoff water from the Jordan and Alpine Aqueducts to the Provo River Aqueduct. The work includes pipe demolition inside the JA/AA vault, cutting and welding of pipes in the vault, new piping in the vault, new pipe being laid underground outside between the JA/AA vault and the PRA vault requiring trail and grounds restoration, related vault improvements, and a new cathodic test station.

**SITE OF WORK:** Two sites along the JA/AA aqueduct. Station 510+49 is located near the western end of Cedar Run Circle in Cedar Hills Utah. The vault is south of the park and north of the Murdock Canal trail. Station 221+53 is located off the Murdock Canal Trail in Pleasant Grove, Utah. The vault is located on the plot for 1472 E Murdock Dr. but is accessible from the trail and not the property.

**OBTAINING CONTRACT DOCUMENTS:** All Contract Documents may be obtained by electronic download from the District's Website [www.jvwcd.org](http://www.jvwcd.org) beginning on May 4, 2022.

**PRE-BID SITE VISIT:** A non-mandatory pre-bid site visit will be held at the sites of the work **on May 17<sup>th</sup>, 2022, at 10:30 am**. We will meet at station 510+49 and the end of Cedar Run Circle and later travel to station 221+53.

**RECEIPT OF BIDS:** Sealed bids will be received at the office of the Jordan Valley Water Conservancy District, Owner of the Work, located at 8215 South 1300 West, West Jordan, Utah 84088, **until 2:00 pm, on May 24, 2022**, for construction of the JA/AA Blowoff Drains. Electronic bids may also be submitted in adobe .pdf format to [ellisad@jvwcd.org](mailto:ellisad@jvwcd.org). JWCD requests that electronic bids be submitted 15 minutes prior to the bid opening deadline.

**AWARD OF CONTRACT:** An Award of Contract, if it were awarded, will be made within 60 calendar days of the opening of bids.

**NOTICE TO PROCEED:** A Notice to Proceed, if it were issued, will be made within 60 calendar days of the Notice of Award.

**COMPLETION OF WORK:** All work shall be completed within 120 calendar days from the date of the Notice to Proceed.

### DISTRICT WEB SITE AND PLANHOLDERS LIST

Prospective bidders must register at the District's web site ([www.jvwcd.org](http://www.jvwcd.org)) under "Engineering Projects". Prospective bidders are required to check the District's web site for any addenda prior to submitting a responsive bid. The District's web site will be used to publish updated information relative to the project, including a planholders list.

## NOTICE INVITING BIDS

**BID SECURITY:** Each bid shall be accompanied by a certified or cashier's check, money order or bid bond in the amount of five percent of the total bid price payable to the Jordan Valley Water Conservancy District as a guarantee that the bidder, if its bid is accepted, will promptly execute the contract, provide evidence of worker's compensation insurance, and furnish a satisfactory faithful performance bond in the amount of 100 percent of the total bid price and a payment bond in the amount of 100 percent of the total bid price.

**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. The certified or cashier's check, money order, or bidder's bond shall be enclosed in the same envelope with the bid.

**PROJECT ADMINISTRATION:** All questions relative to this project prior to the opening of bids shall be directed to the Engineer for the project. It shall be understood, however, that no interpretations of the specifications will be made by telephone, nor will any "or equal" products be considered for approval prior to award of contract.

Engineer  
JVWCD Staff

**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  
Jordan Valley Water Conservancy District  
Project Manager: Conor Tyson  
8215 South 1300 West  
West Jordan, Utah 84088  
Telephone: (385) 236-2510  
Email: ctyson@jvwcd.org

JORDAN VALLEY WATER CONSERVANCY  
DISTRICT

## **INSTRUCTIONS TO BIDDERS**

**FORM OF BID:** The bid shall be made on the bidding schedule(s) bound herein. The bid shall be enclosed in a sealed envelope bearing the name of the bidder and name of the project. In the event there is more than one bidding schedule, the bidder may bid on any individual schedule or on any combination of schedules.

**BID APPURTANCES:** Bidders must provide bid appurtenances including Information required of bidder and experience reference projects. Bids not including the required information may be deemed non-responsive.

**DELIVERY OF BID:** The bid shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. Alternately electronic bids will be accepted in adobe acrobat (.pdf) format. Electronic bids must be sent to [ellisad@jvwcd.org](mailto:ellisad@jvwcd.org). It is the bidder's sole responsibility to see that the respective bid is received in proper time.

**WITHDRAWAL OF BIDS:** Bids shall be unconditionally accepted without alteration or correction, excepting that bidder may by means of written request, signed by the bidder or his properly authorized representative withdraw his bid. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of bids prior to the scheduled closing time for receipt of bids.

**OPENING OF BIDS:** The bids will be publicly opened and read at the time and place stipulated in the Notice Inviting Bids. According to state law, total bid amounts for each bidder will be posted to the District's website within 24 hours following receipt of the bids.

**MODIFICATIONS AND ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisions attached to a bid may render it non-responsive and may cause its rejection. The completed bid forms shall be without interlineations, alterations, or erasures. Alternative bids will not be considered unless called for. Oral, telegraphic, or telephonic bids or modifications will not be considered.

**DISCREPANCIES IN BIDS:** In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule; failure to do so may render the bid non-responsive and subject to rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern, and the "amount" will be corrected accordingly, and the Contractor shall be bound by said Correction. In the event there is more than one bid item in a bidding schedule and the total indicated for the schedule does not agree with the sum of the prices 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 Contractor shall be bound by said correction.

## **INSTRUCTIONS TO BIDDERS**

**BID SECURITY:** Each bid shall be accompanied by a certified or cashier's check or approved bid bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to the Owner and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within 10 calendar days after receipt of the contract from the Owner, and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond; each of said bonds to be in the amount stated in the Notice Inviting Bids. In case the apparent low bidder refuses or fails to enter into such contract or fails to provide the required insurance and insurance certificates, the check or bid bond, as the case may be, shall be forfeited to the Owner. If the bidder elects to furnish a bid bond as his bid guarantee, he shall use the bid bond bound herein, or one conforming substantially to it in form.

### **BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

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

1. Examine Contract Documents thoroughly.
2. Visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the work.
3. Consider federal, state and local laws and regulations that may affect cost, progress, and performance of furnishing of the work.
4. Study and carefully correlate the Bidder's observations with the Contract Documents.
5. Notify the Engineer of all conflicts, errors, or discrepancies in the Contract Documents.

Reference is made to the Supplemental General Conditions for identification of:

1. Those reports of exploration and tests of subsurface conditions at the site, which have been utilized by the Engineer in the preparation of the Contract Documents.
2. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground utilities as defined in Article 1 of the General Conditions) which are at or contiguous to the site and which were utilized by the Engineer in the preparation of the Contract Documents. Copies of such reports and drawings are available for inspection at the office of the Owner.



## **INSTRUCTIONS TO BIDDERS**

Information and data reflected in the Contract Documents with respect to underground facilities at/or contiguous to the site are based upon information and data furnished to the Owner and the Engineer by the owners of such underground facilities or others, and the Owner does not assume any responsibility for the accuracy or completeness thereof including any damages whatsoever that may be incurred by the Bidder or the Contractor through his reliance thereon unless it is expressly provided otherwise in the Supplemental General Conditions and/or the Technical Specifications.

Before submitting a bid, the bidder shall conduct such examination, investigations, studies and tests as are necessary to satisfy himself as to: the nature and location of the physical conditions (surface, subsurface and underground facilities), the general and local conditions particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, availability of utilities, local weather conditions, the character of equipment and facilities required preliminary to and during the prosecution of the work; any and all other conditions that may in any way affect the cost, progress, performance or furnishing of materials in accordance with the Contract Documents. All such examination, investigation, studies, tests and the like shall be at the Bidder's expense.

Upon reasonable request in advance, the Owner shall provide each Bidder access to the site to conduct such explorations, examination, investigation and tests as each Bidder may determine necessary for the submission of a Bid. The Bidder shall fill all holes, clean and restore the site to its former condition upon the completion of such activities.

The submission of a bid hereunder shall be considered prima facie evidence that the Bidder has made such examination as is set forth in the above paragraph and is knowledgeable as to the location and site conditions surrounding the work and the conditions to be encountered in performing the work and as to the requirements, conditions and terms of the Contract and Contract Documents.

The Owner assumes no responsibility for any understanding or representations made by any of its officers or agents during or prior to the execution of this Contract, for information contained in any reports, subsurface studies, or other information which may be made available for the Contractor's information and which are not included as Contract Documents, for any understanding or representations by the Owner or by others which are not expressly stated in the Contract Documents which liability is not expressly assumed by the Owner or its representatives or Engineer in the Contract Documents. Such information shall be deemed to be for the information of the Contractor and the Contractor shall have the obligation of evaluating any such information as to its accuracy and effect the Owner will not be liable or responsible for any such information or any conclusions that may be drawn there from by the Contractor.

## **INSTRUCTIONS TO BIDDERS**

The lands upon which the work is to be performed, right-of-ways and easements for access thereto together with other lands designated for use by the Contractor in performing the work are identified in the Contract Documents. All additional lands and access thereto that are required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the Owner unless otherwise provided in the Contract Documents.

The submission of a Bid shall constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article, and that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents in compliance with such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents; and that such means, methods, techniques, sequences or procedures described in the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing the work.

### **QUANTITIES OF WORK**

The quantities of work or material stated in the Bid Schedule are supplied only to give an indication of the general scope of the work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith. The Owner reserves the right after award of the Contract to increase or decrease the quantities of any unit price item of the work by an amount up to and including 25 percent of the quantity of any bid item, or to omit portions of such work as may be deemed necessary or expedient by the Engineer or Owner, without a change in the unit price. Such right to revise and omit shall include the right to delete any bid item in its entirety, or to add additional bid items in quantities up to and including an aggregate total amount not to exceed 25 percent of the total amount of the Contract.

The Bidders nor the ultimate Contractor on the Project shall at any time after the submittal of a bid make or have any claim for damages or anticipated profits or loss of profit or otherwise because of any difference between the quantities of work actually done and material furnished and those stated in said unit price items of the Bid.

## **INSTRUCTIONS TO BIDDERS**

**COMPETENCY OF BIDDERS:** In selecting the lowest responsible Bidder, consideration will be given to the general competency of the Bidder for the performance of the work covered by the Bid. To this end, each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled "Information Required of Bidder," bound herein. No bid for the work will be accepted from a contractor who does not hold an active Contractor's license in good standing applicable to the type of work bid upon at the time of opening bids.

After an award of the contract no substitution of the Project Manager or Project Superintendent will be allowed without the written approval by the Owner.

**DISQUALIFICATION OF BIDDERS:** More than one bid from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected.

**RETURN OF BID GUARANTEE:** Within 10 calendar days after award of the contract, the Owner will return the bid guarantees accompanying such of the bids as are not considered in making the award. All other bid guarantees will be held until a Notice to Proceed has been issued and accepted. They will then be returned to the respective bidders whose bids they accompany.

**AWARD OF CONTRACT:** Award of the Contract, if it be awarded, will be based primarily on the lowest overall cost to the Owner, and will be made to a responsive and responsible bidder whose bid complies with all the requirements prescribed. Any such award will be made by written notice and within 60 calendar days after opening of the bids, unless a different waiting period is expressly allowed in the Notice Inviting Bids. Unless otherwise indicated, an award will not be made for less than all the bid items in an individual bidding schedule. In the event the entire work is contained in more than one bidding schedule, the Owner may award schedules individually or in combination. In the case of two bidding schedules which are alternate to each other, only one of such alternate schedules will be awarded.

## **INSTRUCTIONS TO BIDDERS**

**EXECUTION OF CONTRACT:** The Bidder to whom the award is made shall secure all insurance and shall furnish all certificates and bonds required by the specifications within ten calendar days after receipt of the Notice of Award from the Owner. The Bidder to whom the award is made shall execute a written contract with the Owner on the form of agreement provided within ten calendar days after receipt of the Agreement from the Owner. Failure or refusal to enter into a contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the bid guarantee. If the successful bidder refuses or fails to execute the contract, the Owner may award the contract to the second lowest responsible bidder, or reject all bids and re-advertise the project for rebidding. If the second lowest responsible bidder refuses or fails to execute the contract, the Owner may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, each such bidder's guarantees shall be likewise forfeited to the Owner.

**ISSUANCE OF NOTICE TO PROCEED:** The Owner intends to execute the Agreement and issue the Notice to Proceed specifying the Project start date within ten calendar days after its receipt of the executed Agreement, Purchase Order Assignment(s), (if applicable), bonds and insurance certificates from the successful bidder. If the Contract Time is expressed as a specific completion date in the Notice Inviting Bids and paragraph 3.1 of the Agreement rather than a specific number of successive days following the start date identified in the Notice to Proceed, then any delay by the Owner beyond the ten days in issuing the Notice to Proceed shall extend the completion date by the number of days of the delay.

**LICENSES:** Contractor must be licensed as a business qualified to do business within the state of Utah prior to issuance of a Notice of Award. Contractor must hold a current contractor's license with classifications appropriate to the work being contracted.

**BID**

**BID TO:**     JORDAN VALLEY WATER CONSERVANCY DISTRICT

The undersigned Bidder hereby proposes to furnish all plant machinery, labor, services, materials, equipment, tools, supplies, transportation, utilities, and all other items and facilities necessary to perform all work required under the Bidding Schedule of the Owner's Contract Documents entitled "Project Title" drawings and all addenda issued by said Owner prior to opening of the bids.

**Addenda are only delivered by e-mail and through the internet.**

The undersigned bidder acknowledges receipt of the following addenda:

No.	Date Received	No.	Date Received
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Bidder agrees that, within 10 calendar days after receipt of Notice of Award from Owner, he will execute the Agreement in the required form, of which the Notice Inviting Bids, Instructions to Bidders, Bid, Information Required of Bidder, Technical Specifications, Drawings, and all addenda issued by Owner prior to the opening of bids, are a part, and will secure the required insurance and bonds and furnish the required insurance certificates; and that upon failure to do so within said time, then the bid guarantee furnished by Bidder shall be forfeited to Owner as liquidated damages for such failure; provided, that if Bidder shall execute the Agreement, secure the required insurance and bonds, and furnish the required insurance certificates within said time, his check, if furnished, shall be returned to him within five days thereafter, and the bid bond, if furnished, shall become void. It is further understood that this bid may not be withdrawn for a period of 45 days after the date set for the opening thereof, unless otherwise required by law.

Dated: \_\_\_\_\_

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

Bidder further agrees to complete all work required within the time stipulated in the Contract Documents, and to accept in full payment therefore the price(s) named in the above-mentioned Bidding Schedule(s).

**BID**

**BID SCHEDULE(S)**

Item #	Description	QTY	Unit	Unit Cost	Total Cost
1	Demolition in JA/AA Vaults	2	LS		
2	Trenching and Restoration for buried 8" Pipe	66	LF		
3	Buried 8" Steel Pipe	66	LF		
4	Mechanical Work in JA/AA Vaults	2	LS		
5	Mechanical Work in PRA Vault	2	LS		
6	Pipe Coating	1	LS		
7	Cathodic Protection (wires, conduit, test station)	1	LS		
8	Insulating Flange Kits	8	EA		
9	Permits, testing, inspections	1	LS		
	Total				

Bid in words \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 "Jordan  
aqueduct/Alpine Aqueduct Blow-Off Drains", (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)

## INFORMATION REQUIRED OF BIDDER

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.

**1. Contractor firm information:**

Contractor's name: \_\_\_\_\_

Contractor's address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor's Primary Contact: \_\_\_\_\_

Email address of Contractor's primary contact: \_\_\_\_\_

Contractor's telephone number: \_\_\_\_\_

**2. Contractor must be qualified and licensed to do business in Utah.**

Utah Department of Commerce Information

Business Entity Number: \_\_\_\_\_

Delinquent Date: \_\_\_\_\_

**3. Contractor must hold a current contractor's license, classification E100.**

Contractor's Utah License Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Primary Classification: \_\_\_\_\_

Supplemental Classification held, if any: \_\_\_\_\_



## INFORMATION REQUIRED OF BIDDER

### 5. **Key Personnel Qualifications and Experience**

List key personnel here and provide detailed information in Attachments A and B. More than one Project Manager and/or Project Superintendent may be proposed. Only personnel approved by the Owner will be allowed in the key positions.

Project Manager A: \_\_\_\_\_

Project Manager shall have:

- At least five (5) years experience
- Have successfully performed as Project Manager on the construction of at least three (3) similar projects.

Project Superintendent A: \_\_\_\_\_

Project Superintendent shall have:

- At least five (5) years experience
- Have successfully performed as Superintendent on the construction of at least five (3) similar projects involving:
  - Steel piping, and
  - Excavation

### 6. **Previous Contractor Project Experience**

Past project experience shall be provided for each requirement. The Owner shall be entitled to contact each and every reference listed by the contractor. The Contractor, by submitting a prequalification proposal, expressly agrees that any information concerning the CONTRACTORS in possession of said entities and references may be made available to the owner.

Provide the information identified in Attachment C for each project listed below

Requirements:

Contractor shall have successfully completed at least three (3) pipeline projects which include the following:

- 8-inch diameter pipe or larger,
- Construction within the public right of way.

**INFORMATION REQUIRED OF BIDDER**

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

\_\_\_\_\_

8. Name and title of officers of Contractor's firm:

\_\_\_\_\_

\_\_\_\_\_

9. Number of persons employed full-time by the firm: \_\_\_\_\_

10. Name of person who inspected site of proposed work for your firm:

Name: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

11. Surety company who will provide the required bonds on this contract:

\_\_\_\_\_

Agent's Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

12. Workers Compensation Insurance Policy #: \_\_\_\_\_

**INFORMATION REQUIRED OF BIDDER**

**ATTACHMENT A**

(Copy as necessary – recommended to provide more projects than required)

Project Manager Data Sheet

Name: \_\_\_\_\_

Years experienced as Project Manager: \_\_\_\_\_

Years of prior experience: \_\_\_\_\_ Positions: \_\_\_\_\_

Qualifying Project #1: \_\_\_\_\_

Project Summary: \_\_\_\_\_

Year Completed: \_\_\_\_\_

Total Cost: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Qualifying Project #2: \_\_\_\_\_

Project Summary: \_\_\_\_\_

Year Completed: \_\_\_\_\_

Total Cost: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Qualifying Project #3: \_\_\_\_\_

Project Summary: \_\_\_\_\_

Year Completed: \_\_\_\_\_

Total Cost: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

**INFORMATION REQUIRED OF BIDDER**

**ATTACHMENT B**

Superintendent Data Sheet

Name: \_\_\_\_\_

Years experienced as Superintendent: \_\_\_\_\_

Years of prior experience: \_\_\_\_\_ Positions: \_\_\_\_\_

Qualifying Project #1: \_\_\_\_\_

Project Summary: \_\_\_\_\_

Year Completed: \_\_\_\_\_

Total Cost: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Qualifying Project #2: \_\_\_\_\_

Project Summary: \_\_\_\_\_

Year Completed: \_\_\_\_\_

Total Cost: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Qualifying Project #3: \_\_\_\_\_

Project Summary: \_\_\_\_\_

Year Completed: \_\_\_\_\_

Total Cost: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

**INFORMATION REQUIRED OF BIDDER**

ATTACHMENT C

Contractor Project Experience Summary

Qualifying Project #1: \_\_\_\_\_

Project Summary: \_\_\_\_\_

Year Completed: \_\_\_\_\_

Total Cost: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Qualifying Project #2: \_\_\_\_\_

Project Summary: \_\_\_\_\_

Year Completed: \_\_\_\_\_

Total Cost: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Qualifying Project #3: \_\_\_\_\_

Project Summary: \_\_\_\_\_

Year Completed: \_\_\_\_\_

Total Cost: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

**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 "Jordan aqueduct/Alpine Aqueduct Blow-Off Drains"

**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, "Jordan aqueduct/Alpine Aqueduct Blow-Off Drains"

**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)

**NOTICE OF AWARD**

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

Re: "Jordan aqueduct/Alpine Aqueduct Blow-Off Drains"

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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Alan E. Packard, PE  
Assistant General Manager & Chief Engineer

**ACCEPTANCE OF NOTICE**

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

\_\_\_\_\_  
(Contractor's Name goes here - underlined)

This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

Printed Name: \_\_\_\_\_

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



**NOTICE TO PROCEED**

To:

Re: "Jordan aqueduct/Alpine Aqueduct Blow-Off Drains"

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, on (or before/after) \_\_\_\_\_, and you are to complete the work by, \_\_\_\_\_.

An acknowledged copy of this Notice to Proceed should be returned to the Owner, attention: Conor Tyson/

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Shane K Swensen, P.E.  
Engineering Department Manager

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by:

\_\_\_\_\_(Contractor's Name goes here - underlined)\_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

Printed Name:\_\_\_\_\_

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

JORDAN VALLEY WATER CONSERVANCY DISTRICT

**PAYMENT APPLICATION AND CERTIFICATE No.** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SHEET** \_\_\_\_\_ **OF** \_\_\_\_\_

PERIOD FROM \_\_\_\_\_ **TO** \_\_\_\_\_, 20\_\_\_\_\_

PROJECT: "Jordan aqueduct/Alpine Aqueduct Blow-Off Drains"

JVWCD PROJECT NO.: 4232

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ENGINEER: \_\_\_\_\_

1. ORIGINAL CONTRACT PRICE:..... \$ \_\_\_\_\_
2. NET CHANGE ORDERS APPROVED TO DATE: ..... \$ \_\_\_\_\_  
(Attach Summary Sheet)
3. REVISED CONTRACT AMOUNT: ..... \$ \_\_\_\_\_  
(Sum of Lines 1 & 2)
4. TOTAL VALUE OF WORK COMPLETED TO DATE ... ..... \$ \_\_\_\_\_  
(Attached Payment Breakdown)
5. PERCENT PROJECT COMPLETE: ..... %  
(Divide Line 4 by 3 and multiply by 100)
6. LESS AMOUNT RETAINED (5%) ..... \$ \_\_\_\_\_
7. MATERIALS ON HAND..... \$ \_\_\_\_\_  
(95% of Value, Listing Attached)
8. SUBTOTAL (Sum of Lines 4, Line 6 and Line 7) ..... \$ \_\_\_\_\_
9. LESS PREVIOUS PAYMENTS ..... \$ \_\_\_\_\_
10. CURRENT PAYMENT DUE: ..... \$ \_\_\_\_\_  
(Line 8 & 9)

JORDAN VALLEY WATER CONSERVANCY DISTRICT

Payment Application and Certificate No \_\_\_\_\_

SHEET \_\_\_\_\_ OF \_\_\_\_\_

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of work done under the Contract referred to herein have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; and, (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by bond acceptable to OWNER).

Dated: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

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

**Engineer's Recommendation:**

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the amount due this application is recommended.

**ENGINEER**

Dated \_\_\_\_\_

\_\_\_\_\_  
Project Representative

Dated \_\_\_\_\_

\_\_\_\_\_  
Project Manager

JORDAN VALLEY WATER CONSERVANCY DISTRICT

**CHANGE ORDER**

Change Order No. \_\_\_\_\_

Date: \_\_\_\_\_

Page \_\_\_ of \_\_\_

NAME OF PROJECT: "Jordan aqueduct/Alpine Aqueduct Blow-Off Drains"

PROJECT NUMBER: 4232

CONTRACTOR: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

- 1)
- 2)
- 3)

Total Change to CONTRACT PRICE: ..... \$

Original CONTRACT PRICE: ..... \$

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S)..... \$

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

The CONTRACT TIME will be increased by \_\_\_\_\_ calendar days.

The date for Substantial Completion will be \_\_\_\_\_, 20\_\_.

The Contractor agrees to furnish all labor and materials and perform all work as necessary to complete the change order items for the price named herein, which includes all supervision and miscellaneous costs. This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this change order the Contractor agrees that the change order represents an equitable adjustment to the Contract, and further agrees to waive all right to file a claim arising out of or as a result of this change. This document will become a supplement to the Contract, and all provisions will apply hereto, upon approval by the Owner.

JORDAN VALLEY WATER CONSERVANCY DISTRICT

**CHANGE ORDER  
(CONTINUED)**

Change Order No. \_\_\_\_\_

Date: \_\_\_\_\_

Page \_\_\_ of \_\_\_

Recommended: \_\_\_\_\_  
Engineer – JWCD Engineering Date

Accepted: \_\_\_\_\_  
Contractor - Date

Approved: \_\_\_\_\_  
Owner - Jordan Valley Water Conservancy District Date

JORDAN VALLEY WATER CONSERVANCY DISTRICT

**CONTRACTOR'S CERTIFICATE  
OF  
SUBSTANTIAL COMPLETION**

<b>OWNER:</b> Jordan Valley Water Con. District 8215 South 1300 West West Jordan, Utah 84088 801-565-4300	<b>ENGINEER:</b> Jordan Valley Water Con. District 8215 South 1300 West West Jordan, Utah 84088 801-565-4300
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PROJECT: Jordan aqueduct/Alpine Aqueduct Blow-Off Drains

ATTENTION: Conor Tyson

FROM: \_\_\_\_\_  
Firm or Corporation

This is to certify that I, \_\_\_\_\_ am an authorized official of \_\_\_\_\_ working in the capacity of \_\_\_\_\_ and have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject contract:

I know of my own personal knowledge, and do hereby certify, that the work of the contract described above has been substantially performed and all materials used and installed to date are in accordance with, and in conformity to, the contract drawings and specifications. A list of all incomplete work is attached.

The Contractor hereby releases the Owner and its agents from all claims of and liability to the Contractor for anything done or furnished for or relating to the work, as further provided in Article 14.08B of the General Conditions, except demands against the Owner for the remainder of progress payments retained to date, and unresolved written claims prior to this date.

The contract work is now substantially complete, ready for its intended use, and ready for your inspection. You are requested to issue a Certificate of Substantial Completion.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

JORDAN VALLEY WATER CONSERVANCY DISTRICT

**CONTRACTOR'S CERTIFICATE  
OF  
FINAL COMPLETION**

<b>OWNER:</b> Jordan Valley Water Con. District 8215 South 1300 West West Jordan, Utah 84088 801-565-4300	<b>ENGINEER:</b> Jordan Valley Water Con. District 8215 South 1300 West West Jordan, Utah 84088 801-565-4300
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PROJECT: "Jordan aqueduct/Alpine Aqueduct Blow-Off Drains"

ATTENTION: Project Representative: Conor Tyson

FROM: \_\_\_\_\_  
Firm or Corporation

This is to certify that I, \_\_\_\_\_ am an authorized official of \_\_\_\_\_ working in the capacity of \_\_\_\_\_ and have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject contract:

I know of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed and all materials used and installed to date are in accordance with, and in conformity to, the contract drawings and specifications.

The Contract work is now complete in all parts and requirements, excepting the attached list of minor deficiencies and the reasons for each being incomplete to date, for which exemption from final payment requirements is requested in conformance to Article 14.09A of the General Conditions of our Contract (if no exemptions requested, write "none") \_\_\_\_\_. The work is now ready for your final inspection. The following items required from the Contractor prior to application for final payment (such as O & M Manuals, guarantees, record drawings, etc.) are submitted herewith, if any:

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

JORDAN VALLEY WATER CONSERVANCY DISTRICT

I understand that neither the issuance by the Engineer of a Notice of Completion, nor the acceptance thereof by the Owner, shall operate as a bar or claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



JORDAN VALLEY WATER CONSERVANCY DISTRICT

**CONSENT OF SURETY FOR FINAL PAYMENT**

PROJECT NAME: "Jordan aqueduct/Alpine Aqueduct Blow-Off Drains"

LOCATION: \_\_\_\_\_

TYPE OF CONTRACT: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety:

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

on the Payment Bond of the following named Contractor:

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

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner (as set forth in said Surety company's bond):

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

**IN WITNESS WHEREOF**, the Surety Company has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Name of Authorized Representatives)

\_\_\_\_\_  
(Title)

JORDAN VALLEY WATER CONSERVANCY DISTRICT

**AFFIDAVIT OF PAYMENT**

To All Whom It May Concern:

**WHEREAS**, the undersigned has been employed by the Jordan Valley Water Conservancy District to furnish labor and materials under a contract dated \_\_\_\_\_ for the project entitled "Jordan aqueduct/Alpine Aqueduct Blow-Off Drains", in the County of Salt Lake, State of Utah, of which Jordan Valley Water Conservancy District is the Owner.

**NOW, THEREFORE**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

**EXCEPTIONS:** (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each Exception.)

\_\_\_\_\_  
Contractor (Name of sole ownership,  
corporation or partnership)

(affix corporate seal here)

\_\_\_\_\_  
(Signature of Authorized Representative)

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