

JORDAN VALLEY WATER CONSERVANCY DISTRICT

**Point of the Mountain Actuator Replacement
Project #4221
June 3, 2021**

DESCRIPTION OF WORK: Replacement of gear boxes and actuators for three (3) 42-inch butterfly valves located upstream of sleeve valves which control flow from the Jordan Aqueduct Reach 4. Replacement of one (1) actuator which modulates a 78-inch butterfly valve for the Jordan Aqueduct Reach 1 standpipe.

PROJECT SCHEDULE: The project shall be completed within 260 calendar days from the date of acceptance of the Award of Purchase Order. The project shall be substantially complete on or before March 31, 2022. If the work is not completed within the specified time frame, the bidder herein agrees to accept liquidated damages in the amount of \$250 per day.

RECEIPT OF BIDS: Sealed bids will be received by Jordan Valley Water Conservancy District, attention Travis Christensen at the Administration Building located at 8215 South 1300 West, West Jordan, Utah 84088, until **3:00 pm, Wednesday, June 23, 2021**.

OBTAINING CONTRACT DOCUMENTS: The Contract Documents are entitled: "POTM Actuator Replacement". All Contract Documents may be obtained on the District's website (www.jvwcd.org). 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.

JVWCD project manager/contact person: Travis Christensen
Telephone Number: (801) 565-4300
Email Address: TravisC@jvwcd.org

SITE OF WORK: All work will be performed at the Point of the Mountain Jordan Aqueduct Flow Control Facility which is located on the west side of 11741 North Thanksgiving Point Way, Lehi, Utah 84043.

PRE-BID SITE VISIT: A site visit is not mandatory for the work, if a pre-bid site visit is desired please contact Travis Christensen, the project manager, and schedule the site visit a minimum of 48 hours prior to the bid opening date. Requests to visit the site less than 48 hours prior to the bid opening date will be denied. The sleeve valves controlled by the actuators which will be replaced are currently in use. Water flowing through the valves creates a lot of noise, earplugs are available at the vault entrance but visitors may bring and use their own hearing protection.

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

BONDS: Bid bonds and Performance Bonds shall be required for any bid with a total cost greater than \$50,000.

BIDDER REQUIREMENTS: The bidder shall have a valid Utah Business license and a valid Utah Contractors license appropriate for the work. The successful bidder will have completed a minimum of three (3) projects of similar nature. Each project must include the replacement of at least one (1) valve actuator. The Owner shall be entitled to contact each reference listed by the contractor.

<u>Job Name/Description</u>	<u>Contact</u>
1.	
2.	
3.	

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 are allowed and shall be submitted to the project manager 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 relative to this project prior to the opening of bids shall be directed to the Project Manager 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.

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: Travis Christensen, P.E.
8215 South 1300 West
West Jordan, Utah 84088
Telephone: (801) 565-4300
Email: TravisC@jvwcd.org

JORDAN VALLEY WATER CONSERVANCY DISTRICT

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

<u>Item</u>	<u>Qty.</u>	<u>Units</u>	<u>Price</u>
1. Mobilization/Demobilization	1	LS	\$
2. Removal and disposal of the existing actuators and gear boxes	4	EA	\$
3. Furnish and install new actuators and gear boxes for the 42-inch butterfly vavles	3	EA	\$
4. Furnish and install the new actuator and gear box for the 78-inch butterfly valve	1	EA	\$

Total: \$ _____

Total Bid Price including all system features shown or specified to make all project components complete and operable for the POTM Actuator Replacements in words:

Bidder (Company name): _____

By: _____
(Signature)

Dated: _____

Name: _____
(Print)

Title: _____

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 "Point of the Mountain
Actuator Replacement", (hereafter called the "Project").

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: _____

President

Attorney-in-Fact Chris A. Lund

Its: _____

Its: _____

(SEAL)

(SEAL)

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.

1. Contractor's name: _____

2. Contractor's address: _____

Contractor's Primary Contact: _____

Email address of Contractor's primary contact: _____

Contractor's telephone number: _____

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

4. Contractor's Utah License Number, Classification E100: _____
Expiration Date: _____
Primary Classification: _____
Supplemental Classification held, if any: _____

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

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

Project Requirements and Details:

The work to be performed under this project shall consist of furnishing all labor, materials, and equipment necessary or required to complete the work in all respects as shown as herein specified. Contractor shall provide and install the following:

1. Three (3) new actuators and gear boxes to modulate 42-inch butterfly valves.
The new equipment shall meet the following criteria:
 - a. The actuator/gear box combination shall open the 42-inch butterfly valve from 0% to 25% open in 30 minutes. The valve shall open from 25% to 100% in an additional 15 minutes for a total time of fully closed to fully open in 45 minutes.
 - b. The actuator/gear box combination shall close the 42-inch butterfly valve from 100% to 25% open in 15 minutes. The valve shall close from 25% to

- 0% in an additional 30 minutes for a total time of fully open to fully closed in 45 minutes.
- c. Gear boxes shall be manufactured by Rotork or Auma.
 - d. Conform to the specifications in 40 05 57 – Valve and Gate Actuators.
 - e. Includes all electrical work/connections, flexible conduit is acceptable.
 - f. Retain existing local control from the upper mezzanine control panel for all three valves.
2. One (1) new actuators and gear boxes to modulate 78-inch butterfly valve at the standpipe. The new equipment shall meet the following criteria:
- a. The actuator/gear box combination shall open the 78-inch butterfly valve from 0% to 100% at a continuous speed in 45 minutes.
 - b. The actuator/gear box combination shall close the 78-inch butterfly valve from 0% to 100% at a continuous speed in 45 minutes.
 - c. Gear boxes shall be manufactured by Rotork or Auma.
 - d. Conform to the specifications in 40 05 57 – Valve and Gate Actuators.
 - e. Includes all electrical work/connections, flexible conduit is acceptable.
 - f. All equipment shall be sized to fit inside the existing outdoor enclosure box.
3. Stainless steel bolts, nuts, and washers.
4. Disposal of removed equipment.

Repair any damaged coatings on the new actuator, gear box, and/or existing valve with an approved epoxy coating following manufacturer installation recommendations.

All work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary to complete the construction of the work in good faith shall be performed, furnished, and installed by Contractor as though originally so specified or shown, at no increase in cost to Owner.

Contractor is responsible to keep the work site in a clean and safe condition while completing the work. The Contractor shall comply with its written safety policy for all work which shall include air-quality testing and use of personal protective equipment. Sanitary equipment, including one portable toilet, shall be provided by the Contractor for the duration of the work.

Payment shall be made by the Owner upon monthly submittal of a PAYMENT APPLICATION AND CERTIFICATE (included). Payment will be made within 30 days of approval of work completed by the project manager. Change Orders (if any), will be per the District's standard form (included). Substantial Completion and Final Completion certificates (included) shall be presented by the contractor to the Owner's Project Manager for approval. The Owner's policy is to pay for 95% of the value of materials on hand and waiting installation. The materials shall be securely stored on the project worksite or another location as approved by the Owner.

Schedule of Work:

Contractor to develop a phasing plan to complete the work. The JA-4 flow control station cannot be taken completely offline. During the winter only one of the three sleeve valves is used to send water to the Jordan Valley Water Treatment Plant. For the replacement of the actuators and gear boxes the downstream 42-inch sleeve valve can

be closed. Between November 1st and March 31st up to two (2) of the sleeve valves can be closed at one time to facilitate replacement, once the replacement is complete flow can be transitioned to the flow through the valve with new equipment to allow replacement of the remaining actuator and gearbox. It is important that the contractor and their staff performing the work understand that the pipelines will be pressurized during the work and it cannot be shutdown.

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 "Point of the Mountain Actuator Replacements".

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, "Point of the Mountain Actuator Replacements".

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)

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 Contract Documents dated _____ , the Owner has created a purchase order in the amount of \$_____ for the project entitled “_____”. The completion date is ____ calendar days from the Acceptance Date of this Award by you.

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

Sincerely,

Alan E. Packard, P.E.
Assistant General Manager and 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

PAYMENT APPLICATION AND CERTIFICATE No. _____

DATE: _____

SHEET _____ **OF** _____

PERIOD FROM _____ TO _____, 20____

PROJECT: _____

JVWCD PROJECT NO.: _____

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)

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: _____

Recommendation:

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

Dated _____
Project Representative

Dated _____
Project Manager

CHANGE ORDER

Order No: _____

Date: _____

Page ___ of ___

NAME OF PROJECT: _____

PROJECT NUMBER: _____

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 date for Final 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.

**CHANGE ORDER
(CONTINUED)**

Order No. _____

Date: _____

Page ___ of ___

Accepted:

Contractor -

Date

Approved:

Owner - Jordan Valley Water Conservancy District

Date

**CONTRACTOR'S CERTIFICATE
OF
SUBSTANTIAL COMPLETION**

OWNER

TO: Jordan Valley Water Conservancy District
8215 South 1300 West
P. O. Box 70
West Jordan, Utah 84088

PROJECT: _____

ATTENTION: _____

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: _____

**CONTRACTOR'S CERTIFICATE
OF
FINAL COMPLETION**

OWNER

TO: Jordan Valley Water Conservancy District
8215 South 1300 West
P. O. Box 70
West Jordan, Utah 84088

PROJECT: _____

ATTENTION: Project Representative: _____

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 are required from the Contractor prior to application for final payment (such as O & M Manuals, guarantees, record drawings, etc.) are submitted herewith, if any:

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: _____