

**CONTRACT DOCUMENTS
FOR THE
EQUIPMENT STORAGE BUILDING PROJECT**

4014

APRIL 2019

OWNER

Jordan Valley Water Conservancy District
8215 South 1300 West
West Jordan, Utah
801.565.4300

ARCHITECT

ArchNexus, Inc.
2505 East Parleys Way
Salt Lake City, Utah 84109
801.924.5000
Architect Josh Crawford, AIA, LEED AP
JCrawford@archnexus.com

TABLE OF CONTENTS

<u>Bidding Documents</u>	<u>Page</u>
Notice Inviting Bids.....	A-1
Instructions to Bidders.....	B-1
Bid.....	C-1
Bid Bond.....	D-1
Information Required of Bidder	E-1
 <u>Contract Documents</u>	
Agreement.....	F-1
Performance Bond	G-1
Payment Bond.....	H-1
Notice of Award.....	I-1
Notice to Proceed.....	J-1
Payment Application and Certificate	K-1
Change Order	L-1
Contractor's Certificate of Substantial Completion	M-1
Contractor's Certificate of Final Completion	N-1
Consent of Surety for Final Payment	O-1
Affidavit of Payment	P-1

GENERAL CONDITIONS OF THE CONTRACT

Article

1 - Definitions	1-1
2 - Preliminary Matters	2-1
3 - Contract Documents: Intent, Amending, Reuse.....	3-1
4 - Availability of Land; Physical Conditions: Reference Points	4-1
5 - Bonds and Insurance	5-1
6 - Contractor's Responsibilities.....	6-1
7 - Other Work	7-1
8 - Owner's Responsibilities	8-1
9 - Architect's Status during Construction	9-1
10 - Changes in the Work	10-1
11 - Change of Contract Price.....	11-1
12 - Change of Contract Time.....	12-1
13 - Warranty and Guarantee; Tests and Inspections; Correction, Removal, Or Acceptance of Defective Work.....	13-1
14 - Payments to Contractor, Liquidated Damages and Completion	14-1

GENERAL CONDITIONS OF THE CONTRACT

15 - Suspension of Work and Termination.....	15-1
16 - Miscellaneous	16-1

SUPPLEMENTAL GENERAL CONDITIONS

<u>Article</u>	<u>Page</u>
17 - General	17-1
18 - Amounts of Liquidated Damages, Bonds, and Insurance	18-1
19 - Physical Conditions and Weather Delays	19-1
20 - Subcontract Limitations.....	20-1
21 - Miscellaneous	21-1

TECHNICAL SPECIFICATIONS AND DRAWINGS

<u>Section</u>	<u>Page</u>
Cover Sheet	G001
Site Utility Connections Reference	G100
Grading Plans	CG400
Building Plans.....	A101
Building Elevations & Sections.....	A102
Architectural Details.....	A201
Typical Details	A501
Structural General Notes and Legends.....	S0.1
Foundation Plan and Details.....	S1.1
Mechanical Cover Sheet.....	ME001
Mechanical Schedules & Details.....	ME601
Mechanical and Plumbing Plan.....	MH101
Sheet Index, Abbreviations, and General Notes.....	EE001
Electrical Specifications.....	EE201
Electrical Specifications.....	EE202
Electrical Specifications.....	EE203
Electrical Details.....	EE501
Typical Mounting Height Details.....	EE701
Electrical Site Plan.....	ES101
Electrical Plan.....	EP101
One-Line Diagram.....	EP601
Lighting Fixture and Control Schedules.....	EL601
Thermal Insulation	072100-1
Joint Sealants.....	079200-1

Hollow Metal Doors and Frames.....	081113-1
Overhead Coiling Doors.....	083310-1
Aluminum Windows.....	085113-1
Metal Building Systems	133419-1

NOTICE INVITING BIDS

PROJECT NAME: EQUIPMENT STORAGE BUILDING PROJECT

DESCRIPTION OF WORK: Work under this contract includes the construction of one steel building at the Terminal Reservoir site at Bangerter Hwy (3815W) - 5820So, Taylorsville, Utah.

DISTRICT WEB SITE AND PLAN HOLDERS LIST: Prospective bidders must register at the District's web site (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 plan holders list.

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, 3:00pm on May 15, 2019.

OBTAINING CONTRACT DOCUMENTS: The Contract Documents are titled, "**Equipment Storage Building Project**". All Contract Documents may be obtained at the Owner's website beginning April 23, 2019, under the ENGINEERING PROJECTS link.

OPENING OF BIDS: The bids will be publicly opened and read at the time and location identified above.

SITE OF WORK: The building will be constructed at the Terminal Reservoir Site, located on Bangerter Hwy (3815W) - 5820So, Taylorsville, Utah.

PRE-BID SITE VISIT: A pre-bid site visit will be held on Thursday, May 2, 2019, starting at 9:00am at the Bangerter Hwy (3815W)-5820So site.

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

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.

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

NOTICE INVITING BIDS

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.

Architect

ArchNexus, Inc.
2505 East Parleys Way
Salt Lake City, Utah 84109
Phone: 801.924.5000
Architect: Josh Crawford, AIA, LEED AP
Email: JCrawford@archnexus.com

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: Marcelo Anglade, P.E.
8215 South 1300 West
West Jordan, Utah 84088
Telephone: (801) 565-4300
Email: marceloa@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.

DELIVERY OF BID: The bid shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the bidder's sole responsibility to see that his 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.

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. For bids less than \$50,000 bonds are not required. (i.e. Bid Bond, Payment Bond, Performance Bond).

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 Architect 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.

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.

INSTRUCTIONS TO BIDDERS

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.

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.

INSTRUCTIONS TO BIDDERS

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.

UTAH CONSTRUCTION REGISTRY: Following issuance of the Notice to Proceed the Contractor shall register the project with the Utah Construction Registry. For purposes of this registry the contract number shall be the project number identified on the front page of these documents.

BID SCHEDULE A

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 "**Equipment Storage Building Project**" drawings and all addenda issued by said Owner prior to opening of the bids.

Addenda are only issued by the Owner through the project's web site.

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.

Bidder hereby certifies he has registered and participates in the Status Verification System (E-Verify).

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 SCHEDULE A
FOR
Equipment Storage Building – Terminal Reservoir
5800 S. Bangerter Highway, Taylorsville UT 84129**

PROJECT #: 4014

Item No.	Reference Number Classification of Unit Price Work	Quantity Unit	Unit Price	Amount
New Equipment Storage Building at Terminal Reservoir				
1	Mobilization/ Demobilization	1 each	\$	\$
2	Asphalt Paving	1 each	\$	\$
3	Demolition	1 each	\$	\$
4	Earthwork	1 each	\$	\$
5	Underground Utilities	1 each	\$	\$
6	Concrete work	1 each	\$	\$
7	Miscellaneous steel	1 each	\$	\$
8	Thermal, Moisture, and Sealants	1 each	\$	\$
9	Steel Building – Enclosure and Structure	1 each	\$	\$
10	Doors and Window Systems	1 each	\$	\$
11	Security, Communication and Data Systems	1 each	\$	\$
12	Finishes	1 each	\$	\$
13	Bollards	1 each	\$	\$
14	Electrical and Lighting Systems	1 each	\$	\$
15	Plumbing Systems and Fixtures	1 each	\$	\$
16	Landscaping - Plantings and Irrigation Systems	1 each	\$	\$
17	Painting – Interior and exterior	1 each	\$	\$
18	Heating and Ventilation Systems	1 each	\$	\$
19	Utility Hookups – Offsite Work	1 each	\$	\$
20	Miscellaneous Items	1 each	\$	\$
TOTAL				\$

TOTAL PROJECT BID FOR SCHEDULE A 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 "Equipment Storage
Building", (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: _____

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's name: _____
2. Contractor's address: _____

Contractor's Primary Contact: _____
Email address of Contractor's primary contact: _____
Contractor's telephone number: _____

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

Utah Department of Commerce Information

Business Entity Number: _____

Delinquent Date: _____

4. **Contractor must hold a current contractor's license, classification E100 or B100.**

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 (Alternate 1): _____

Project Manager (Alternate 2): _____

Project Manager shall have:

- At least five (5) years of experience
- Have successfully performed as Project Manager on the construction of at least two (2) projects of similar type and size.

Project Superintendent A: _____

Project Superintendent (Alternate 1): _____

Project Superintendent (Alternate 2): _____

Project Superintendent shall have:

- At least ten (10) years of experience as a Superintendent.
- Have successfully performed as Superintendent on the construction of at least two (2) buildings of similar type and size.

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

INFORMATION REQUIRED OF BIDDER

Requirements:

- Contractor shall have successfully completed at least three (3) buildings of the similar type and size:

1. _____
2. _____
3. _____

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: _____

Qualifying Project #4: _____

Project Summary: _____

Year Completed: _____

Total Cost: _____

Owner: _____

Owner Contact Person: _____ Telephone: _____

INFORMATION REQUIRED OF BIDDER

ATTACHMENT B

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

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: _____

Qualifying Project #4: _____

Project Summary: _____

Year Completed: _____

Total Cost: _____

Owner: _____

Owner Contact Person: _____ Telephone: _____

INFORMATION REQUIRED OF BIDDER

ATTACHMENT C

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

Contractor Project Experience Summary

Project Name: _____

Project Location: _____

Project Manager: _____

Project Superintendent: _____

Project Description: _____

Concrete/Steel reservoir capacity: _____

Concrete/Steel reservoir rehabilitation methods:

Date Bid: _____ Date Completed: _____

Contract bid price: _____ Contract final price: _____

Contract duration at bid: _____ Final contract duration: _____

Owner's contact information: _____

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 "Equipment Storage Building"

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 "Equipment Storage Building" **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:

Re: Equipment Storage Building Project

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: Marcelo Anglade, P.E.

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

Dated this ____ day of _____, 20____.

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

ACCEPTANCE OF NOTICE

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

This _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Title: _____

NOTICE TO PROCEED

To:

Re: Equipment Storage Building Project

You are hereby notified to commence work in accordance with the Agreement dated _____, and you are to complete the work within _____ calendar days of the date of your signature below.

An acknowledged copy of this Notice to Proceed should be returned to the Owner, attention: _____.

Dated this _____ day of _____.

Shane Swensen, P.E.
Engineering Department Manager

ACCEPTANCE OF NOTICE

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

This _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Title: _____

JORDAN VALLEY WATER CONSERVANCY DISTRICT

PAYMENT APPLICATION AND CERTIFICATE No. ____ **DATE:** _____

SHEET ____ **OF** _____

PERIOD FROM _____ **TO** _____, 20__

PROJECT: Equipment Storage Building Project

JVWCD PROJECT NO.: 4014

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/ARCHITECT

Dated _____

Project Representative

Dated _____

Project Manager

JORDAN VALLEY WATER CONSERVANCY DISTRICT

CHANGE ORDER

Order No. _____

Date: _____

Page ___ of ___

NAME OF PROJECT: Equipment Storage Building Project

PROJECT NUMBER: 4014

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)**

Order No. _____

Date: _____

Page ___ of ___

Recommended:

Engineer/Architect - Date

Accepted:

Contractor - Date

Approved:

Owner - Jordan Valley Water Conservancy District Date

JORDAN VALLEY WATER CONSERVANCY DISTRICT

**CONTRACTOR'S CERTIFICATE
OF
SUBSTANTIAL COMPLETION**

OWNER

ARCHITECT

TO: Jordan Valley Water Conservancy District
8215 South 1300 West
P. O. Box 70
West Jordan, Utah 84088-0070

ArchNexus, Inc.
2505 East Parleys Way
Salt Lake City, Utah 84109

PROJECT: Equipment Storage Building 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: _____

JORDAN VALLEY WATER CONSERVANCY DISTRICT

**CONTRACTOR'S CERTIFICATE
OF
FINAL COMPLETION**

OWNER

ARCHITECT

TO: Jordan Valley Water Conservancy District
8215 South 1300 West
P. O. Box 70
West Jordan, Utah 84088-0070

ArchNexus, Inc.
2505 East Parleys Way
Salt Lake City, Utah 84109

PROJECT: Equipment Storage Building 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 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: Equipment Storage Building Project

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 Equipment Storage Building Project, 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: _____