

SCHEDULE B
REQUIREMENTS FOR ENGINEERING SERVICES

1. CONTINGENCY FUNDS

- A. Design Contingency funds shall not be utilized without prior authorization by the District. The use of Design Contingency funds shall be authorized in writing by District management on a task by task basis.

2. PRE-DESIGN/DESIGN PHASE

B. DRAWINGS

- 1.1 Computer-Aided Drafting (CAD) shall be used to prepare construction drawings. The drawings shall be delivered to the District in electronic form (AutoCAD 2016 or more recent) and hard copy on 11 x 17 paper.
- 1.2 Document Format:
- a. Electronic documents shall be prepared in the following versions:
- i. Spreadsheets in Excel version 2013
 - ii. Word processing in Word version 2013
 - iii. Presentations in PowerPoint version 2013
- 1.3 The cover sheet shall not include approval signatures from the District, although names of District officers may be printed.
- 1.4 The drawings shall be submitted to the District for its review and comment in accordance with paragraph E of this schedule, "Review of Contract Documents."
- 1.5 All drawings shall show the District's assigned Project number in the lower, right hand corner of the sheet.

OTHER CONTRACT DOCUMENTS

2.1 Bidding and Contractual Documents: The Engineer shall provide Project-specific information to the District for completion of the District's standard bidding and contractual documents identified below. The Engineer shall provide the bid schedule to the District in hard copy and electronic format (Microsoft Word). The District shall print the documents. The following paper colors and format shall be used by the District when printing these documents:

- 2.1.1 Title Page..... Single, Sided, White
- 2.1.2 Table of Contents..... Double-Sided, Yellow
- 2.1.3 Notice Inviting Bids..... Double-Sided, White
- 2.1.4 Instructions of Bidders..... Double-Sided, White
- 2.1.5 Bid..... Single-Sided, Blue
- 2.1.6 Bid Bond Single-Sided, Blue
- 2.1.1 Information Required of Bidder Single-Sided, Blue
- 2.1.2 Agreement Double-Sided, White
- 2.1.3 Performance Bond Single-Sided, White
- 2.1.4 Payment Bond Single-Sided, White
- 2.1.5 Notice of Award..... Single-Sided, White
- 2.1.6 Notice to Proceed Single-Sided, White
- 2.1.7 Payment Application Single-Sided, White
- 2.1.8 Change Order Single-Sided, White
- 2.1.9 Contractor's Certificate of
Substantial Completion..... Single-Sided, Purple
- 2.1.10 Contractor's Certificate of
Final Completion..... Single-Sided, Purple
- 2.1.11 Consent of Surety for
Final Payment..... Single-Sided, Purple
- 2.1.12 Affidavit of Payment Single-Sided, Purple

- 2.2 General and Supplemental Conditions: The District will provide General and Supplemental General Conditions; to be printed on green and yellow paper, respectively.
- 2.3 Technical Specifications:
- 2.3.1 The Engineer shall prepare technical specifications in electronic form (Microsoft Word). The technical specifications shall be delivered to the District prior to the bidding in electronic form and single-sided on 8 ½ x 11 white paper.
 - 2.3.2 The draft sets of technical specifications shall be submitted to the District for its review and comment in accordance with paragraph E of this Schedule.
 - 2.3.3 The technical specifications shall include, but not be limited to, the following General “Divisions.”
 - 2.3.3.1 General Requirements of the Work.
 - 2.3.3.2 Contract Submittals – Include Submittal procedures requirements for equipment shop-drawings, record drawings, and submission of technical O&M manuals, spare parts lists, etc., prior to final payment.
 - 2.3.3.3 Quality Control, Inspection, Testing.
 - 2.3.3.4 Protection and Restoration of Existing Facilities.
 - 2.3.3.5 Equipment Testing and Startup – Include requirements for testing, startup, certification of installation, and training of District personnel by manufacturer’s representative for complex equipment.
 - 2.3.3.6 Project Closeout Procedures and Requirements – These procedures and requirements must match the requirements, in the District’s General Conditions.
 - 2.3.3.7 Measurement and Payment – This should be explained in a separate section, or in each work item section of the technical specification.

2.3.3.8 Field Staking and Surveying – Include defining whether the Engineer or Contractor shall be responsible for field surveying and staking.

2.4 Addenda: If addenda are to be issued, each addendum will be prepared by the Engineer. The addendum will be approved, signed, and delivered by the District.

C. DOCUMENT BINDING REQUIREMENTS

3.1 With the exception of 11x17 drawings, all documents produced by the Engineer shall be bound in a three ring binder. This shall include pre-design reports, final reports, operation and maintenance manuals, etc. Drawings may be comb-bound during bidding and construction. As-constructed drawings shall be (1) comb-bound and (2) folded and included in three ring bound operation and maintenance manuals.

D. DESIGN REQUIREMENTS

4.1 All engineering designs shall include the following elements.

4.1.1 Adequate seismic bracing/anchorage of piping and equipment.

4.1.2 Provision of flexibility for differential settlement where buried piping and/or electrical conduit penetrates concrete vaults or basements.

4.1.3 All other standard engineering design issues shall be addressed.

E. REVIEW OF DRAWINGS AND TECHNICAL SPECIFICATIONS

5.1 The Engineer shall prepare one electronic set (PDF) and one photo copy ready paper set of drawings and technical specifications for review by the District.

5.1.1 Review documents shall be provided at the following minimum progress landmarks: ten percent (10%), thirty percent (30%), fifty percent (50%), ninety percent (90%) and one hundred percent (100%). If specified in the Scope of Work (Exhibit A) more landmarks may be required. A two-week minimum review period shall be allowed for review of the drawings and technical specifications at each progress landmark. At each progress landmark the Engineer shall

meet with the District for two to four hours to receive its comments and direction.

5.1.2 The Engineer shall return to the District, with each subsequent specification to be reviewed, all documents reviewed by the District during the previous submittal.

F. RIGHT-OF-WAY DESCRIPTIONS

Unless otherwise specified by the District, the Engineer will prepare legal descriptions for right-of-way to be acquired by the District from ownership plats and deeds, rather than by the actual survey. The District will prepare easement and other documents, utilizing legal descriptions prepared by the Engineer. Legal descriptions shall be in a metes and bounds format acceptable to the local County Recorder, which may record the document(s).

3. CONSTRUCTION SERVICES PHASE

A. PROJECT PERSONNEL

1.1 Engineer: The Engineer shall represent and perform Engineering Services for the District within the scope of authority delegated to it by the District as described in this Schedule B.

1.2 The Engineer will appoint, subject to the District's approval, the following personnel:

1.2.1 Project Manager: The individual designated by the Engineer and approved by the District to oversee and manage the administration of the Contract. The Project Manager shall supervise the Project Representative; alternatively, the Project Representative may also serve as the Project Manager as provided in Article IV of the Agreement.

1.2.2 Project Representative: The individual of the Engineer's firm appointed as Project Representative will be the Engineer's chief representative in all construction site relations with the Contractor and will have all authority and responsibility as set forth in the District's General Conditions of the Contract.

1.2.3 Other Personnel: The Project Manager may assign, and will supervise, such portions of contract administration

duties as he deems necessary, such as reviewing submittals, performing design changes, and substituting for the Project Representative on the construction site during brief absences of the appointed Project Representative. During brief absences of the assigned Project Representative the Project Manager will first send written notice to the Contractor and will notify the District.

B. CONTRACT EXECUTION ASSISTANCE

- 2.1 The District will issue the Notice of Award and Notice to Proceed to the Contractor.
- 2.2 Following Contract execution by the District, fully executed Contracts will be distributed by the District as follows:

District One (1) Set
Contractor: One (1) Set
Engineer: One (1) Set

These three (3) sets will be bound in three-ring binders.

C. PRE-CONSTRUCTION CONFERENCE

- 3.1 The Project Manager and Project Representative shall familiarize themselves with the District's General Conditions of the Contract.
- 3.2 The Project Manager will prepare a Pre-Construction Conference agenda, and conduct such a conference with the Contractor and applicable third parties at the District's office or on-site. The Project Representative and District Representative shall be present. The agenda should cover the key points of the Contract Documents, including the General Conditions of the Contract, as well as other Project administration matters.

D. SUBMITTAL/SUBSTITUTIONS

- 4.1 The Project Manager shall review, process, and recommend approval/disapproval of Contractor submittals and substitution requests. Copies of each Contractor submittal and substitution request shall be sent to the District, together with the Project Manager's recommend action.

The District will direct the Engineer to approve/disapprove each submittal and substitution request.

E. INSPECTION/TESTING

- 5.1 The Project Representative will make all on-site inspections, with the general frequency and duration as directed by the District.
- 5.2 The Project Representative is authorized to order such tests as he deems necessary for proper administration and inspection of the Project, however, with respect to any such test to be performed by independent firms presently contracting directly with the District, the firm so contracting will be designated by the District to perform the tests. Reports of all test results, or test summaries, shall be submitted to the District by the Project Representative.
- 5.3 The Project Representative shall keep a daily written log of construction activities at the site during each visit. Copies of the daily log shall be sent to the District on a monthly basis.
- 5.4 The Project Representative's daily log shall include a comment of whether or not any event or circumstance has developed in the Contract or Project, which in the Project Representative's professional judgment may lead to a claim or protest from the Contractor. The Project Representative shall notify the District immediately of such an event or circumstance, receipt of a written claim or protest, or his becoming aware of events which may lead to such a claim, from the Contractor.
- 5.5 The Project Representative shall send to the District copies of notes from telephone calls or meetings with the Contractor that, in the opinion of the Project Manager, are significant.
- 5.6 The Project Representative shall take digital photographs of the construction in progress during each phase of the work. The Project Manager shall prepare a photographic history of the work as described in paragraph 10.3. The format of the digital photographs shall be in accordance with paragraph 10.3. Photographs shall be submitted periodically to the District during the construction phase of the work.

F. CHANGES IN THE WORK

- 6.1 Field Order: The Project Representative is authorized to, and shall issue all field orders in writing, as described in Article 1.14 of the General Conditions of the Contract. The Project Representative shall submit a copy of each field order to the District.
- 6.2 Change Orders: The Project Representative and Project Manager are not authorized to approve Change Orders. Change orders may be initiated by the District, by recommendation from the Project

Manager, or by claim of changed conditions by the Contractor. Change orders will be initially reviewed by the Project Manager, then forwarded with a recommendation to the District. The District shall consider if the recommendation is consistent with the Contract Documents, and if acceptable, the District will prepare the change order form for approval by the authorized District staff.

- 6.3 Emergencies: The District acknowledges that in emergencies immediately affecting the safety or protection of persons or property affected by the construction activities, the Contractor, without special instruction or authorization from the Project Representative or the District, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Representative prompt written notice of any significant changes in the Contract construction or deviations from the Contract Documents caused thereby.

G. PROGRESS MEETINGS

- 7.1 The Project Representative and/or the Project Manager shall attend progress meetings conducted by the Contractor, and shall document the content of the meetings with minutes. Progress meetings will be scheduled at a location and frequency suitable to the project needs. A District Representative will normally attend these meetings.

H. PROGRESS PAYMENTS

- 8.1 The Project Representative shall receive applications for payment from the Contractor, review and recommend the applications by signature. The Project Representative's signature recommending a progress payment shall constitute the verification of the representations required by the Agreement and the Contract.
- 8.2 The Project Manager will review the applications, approve them by signature, and submit them to the District within five business days of receipt from the Contractor.
- 8.3 Each application for payment shall contain the Contractor's certification and signature substantially in conformance with the following:

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).

Contractor (Name of Sole Ownership, Corporation or Partnership)

Signature of Authorized Representative

Title

Date

8.4 In accordance with State Law, the District will retain 5% of progress payments until the final payment and final completion of the Project.

4. PROJECT CLOSEOUT

1.1 The Project Manager shall be responsible to see that closeout procedures and documents, as specified in the District's General Conditions, are carefully observed. The following standard District forms, or similar forms of the Engineer acceptable to the District, will be used.

1.1.1 Contractor's Certificate of Substantial Completion

1.1.2 Engineer's Notice of Substantial Completion

1.1.3 Contractor's Certificate of Final Completion

1.1.4 Engineer's Notice of Final Completion

1.1.5 Consent of Surety for Final Payment

1.1.6 Affidavit of Payment (from Contractor)

1.2 The Project Manager will submit original copies of the Contractor's Certificates of Substantial and Final Completion to the District.

1.3 The Project Manager shall prepare and sign the Engineer's Certificate of Substantial Completion, a copy of which is attached.

- 1.4 The Project Manager will prepare, sign and submit the Engineer's Notice of Final Completion, together with the Final Payment application and all submittals required from the Contractor, when he is satisfied the work is complete. A copy of the Engineer's Notice of Completion is attached. The District's acceptance, as Owner, of the Notice of Final Completion will be evidenced by its making final payment.

5. OPERATION AND MAINTENANCE MANUAL

- 1.1 The Project Manager shall prepare an Operation and Maintenance Manual ("O&M Manual") for the Project. The O&M Manual shall be completed within seven (7) calendar days of Substantial Completion of the work. The intent for the O&M Manual is to be a reference for unfamiliar users of the Project facilities to become familiar with the operation of the facilities, receive direction on how and when to maintain the facilities, and be able to locate technical support reference when necessary.

The District wishes to have the O&M Manual in electronic format as much as possible. Although certain formats of electronic documents are defined in this Agreement, the District recognizes that technology will change and improve over time and encourages the Project Manager to look for creative ways of providing O&M Manuals in electronic versions as much as possible. For example, the Project Manager could require the Contractor to submit O&M Manual information in HTML, PDF or another universal standard electronic format that could be easily accessed by the District in the future.

The format of the O&M Manual shall be as follows:

Volume I (By Engineer):

- Section 1: Description of Facilities, Typical Operating Conditions, Standard Operating Procedures
- Section 2: Description of Proper Maintenance Activities
- Section 3: List of Equipment and Suppliers
- Section 4: Contract Documents and Specifications
- Section 5: Record Drawings (see 10.2)
- Section 6: Project Photo Log (see 10.3)
- Section 7: Other Pertinent Documents
- Section 8: Compact Disc

Volume II (By Contractor):

Section 7: Shop Drawings

Section 8: Manufacturer's Literature and Operations & Maintenance Manuals

All the information in Volume I shall be in an electronic format as well as in paper format.

Unless specifically identified in the request for proposal, the Project Manager shall supply four (4) copies of the O&M Manual complete with electronic versions of information contained in the O&M Manual and one (1) additional copy of the electronic information.

- 1.2 The Project Manager will revise the original drawings to reflect record conditions, from the Contractor's marked-up record drawings and the Project Representative's inspection notes, sign and stamp them as follows:

JVWCD RECORD DRAWINGS:

Revisions drawn by _____ Date: _____

This record drawing has been prepared to reflect conditions as actually constructed, from records compiled during construction by the Contractor and the Engineer.

Project Manager

Date

The record drawings are not intended to show in detail the exact location of minor/latent detail of construction. Instead, they are intended to represent as-built conditions in as much detail as practical and available, and to document substantial changes from the original design. The District recognizes that much of the information required to prepare the record drawings is compiled by the Contractor or others during construction, and therefore holds the Engineer harmless from any errors or omissions which may be incorporated into the drawings as a result.

The record drawings will be delivered to the District following Project completion. The record drawings shall be submitted in electronic ((a) AutoCAD 2016 or more recent and (b) PDF format) and (c) paper (11x17) format.

- 1.3 The Project Manager shall submit the complete photo history of the Project compiled during construction. The photo history shall be in electronic and paper formats. Both versions shall contain all photographs in chronological order with a date and caption below each photo.

The electronic version shall contain 4" x 6" photos in a JPEG format with a resolution of 150 dots per inch (DPI) or higher. If compressed the compression must be a high quality compression.

The paper version shall contain thumbnail-size photographs with no more than twelve (12) photos per 8-1/2" x 11" page.

ENGINEER'S NOTICE OF SUBSTANTIAL COMPLETION

OWNER

ENGINEER

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

PROJECT NAME: _____

Date of Notice to Proceed: _____ Contract Time: _____
Calendar Days _____

In response to Contractor's Certificate of Substantial Completion dated: _____

This Certification of Substantial Completion applies to all work under the Contract Documents or to the following specified parts thereof:

The work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and that work is hereby declared to be substantially complete in accordance with the Contract Documents on:

Date of Substantial Completion: _____, 20____.

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the Contractor to complete all the work in accordance with the Contract Documents. In accordance with the General Conditions, the items in the list shall be completed or corrected by the Contractor within 45 days of the above date of Substantial Completion.

Marked-up record drawings and operation and Maintenance technical information has been received from the Contractor.

The recommended responsibilities between the Owner and the Contractor for security, operation, safety, maintenance, heat, utilities and insurance, if any, shall be as follows:

Owner: _____

Contractor: _____

ENGINEER'S NOTICE OF SUBSTANTIAL COMPLETION (Continued)

The following documents are attached to and made a part of this Certificate:

Execution of this Certificate by the Engineer extends the Contractor's release of claims against the Owner to the date of execution hereof, in accordance with Article 14.08 of the General Conditions, except for written claims filed prior to date of execution, of which the following, if any, are known to the Engineer:

Executed by the Engineer on _____, 20__.

_____	_____
Project Representative	Signature

_____	_____
Project Manager	Signature

The Contractor hereby acknowledges receiving this Certificate of Substantial Completion.

Contractor (Name of Sole Ownership, Corporation or Partnership)

Signature of Authorized Representative

_____ _____
Title Date

(Engineer shall submit to the Owner a copy with the Contractor's signature following the Contractor's receipt.)

JORDAN VALLEY WATER CONSERVANCY DISTRICT

ENGINEER'S NOTICE OF FINAL COMPLETION

OWNER

ENGINEER

TO: Jordan Valley Water
Conservancy District
8215 South 1300 West
West Jordan, UT 84088

PROJECT NAME: _____

Date of Notice to Proceed: _____

In response to Contractor's Certificate of Final Completion dated: _____

On the basis of our observation of the work during construction and final inspection, and on our review of the Contractor's application for final payment and accompanying documentation, we are satisfied that the Contractor has fulfilled all his obligations under the Contract Documents requisite to final payment.

The following remaining minor deficiencies in the work are recommended to be exempt from final payment, in accordance with Article 14.09 of the General Conditions of the Contract. Recommended completion time limits, extended warranty requirements, and the value of these exempt deficiencies are listed below:

DEFICIENCY	COMPLETION TIME	VALUE

The Contractor's application for final payment together with the following contractor submittals, which comprise all final submittal requirements under the Contract Documents, are submitted herewith:

1. Affidavit of Payment from the Contractor.
2. Consent of Surety for final payment.

ENGINEER'S NOTICE OF COMPLETION (Continued)

The date of our satisfactory final inspection was _____, 20____. This date marks the beginning of the one-year Maintenance and Guarantee period, in accordance with Article 13.01(B) of the General Conditions of the Contract.

Acceptance of final payment by the Contractor shall be a release of claims against the Owner in accordance with Article 14.12 of the General Conditions of the Contract. Acceptance of this Notice of Completion by the Owner makes the Contractor's release effective on the date of execution hereof by the Engineer, excepting written claims filed by the Contractor prior to said date of execution of which the following are known to the Engineer:

Is the Engineer aware of any unresolved liens against the Contractor from suppliers or subcontractors?

Yes

No

Unresolved Liens (If Applicable):

Executed by the Engineer on _____, 20____.

Project Representative

Signature

Project Manager

Signature