

JORDAN VALLEY WATER CONSERVANCY DISTRICT

Landscape Improvements – 108 East 11400 South Project #4079 April 2019

DESCRIPTION OF WORK: This project consists of landscape improvements for a pump station site by replacing areas of existing turf with waterwise landscaping. The work will include site grubbing, concrete work, landscaping, and irrigation system installation as indicated on the Project Drawings.

PROJECT SCHEDULE: The work shall be completed within 180 calendar days from the date of acceptance of the Award of Purchase Order. If the work is not completed within the specified time frame, the bidder herein agrees to accept liquidated damages in the amount of \$200 per day.

RECEIPT OF BIDS: Sealed bids will be received by Jordan Valley Water Conservancy District, attention Kevin Rubow at the Administration Building located at 8215 South 1300 West, West Jordan, Utah 84088, until **3:00 pm, Thursday, April 25, 2019.**

OBTAINING CONTRACT DOCUMENTS: The Contract Documents are entitled: "Landscape Improvements – 108 East 11400 South". All Contract Documents may be obtained on the District's website (www.jvwcd.org) beginning. 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: Kevin Rubow
Telephone Number: (801) 565-4300
Email Address: kevinr@jvwcd.org

SITE OF WORK: 108 East 11400 South, Draper, Utah 84020

PRE-BID SITE VISIT: A non-mandatory pre-bid site visit will be held at the Site of Work at **1:00 pm on Thursday, April 18, 2019.**

AWARD OF CONTRACT: An Award of Contract, if awarded, will be made within 45 calendar days of the opening of bids. Contract will be awarded based upon the lowest cost responsive bid.

BONDS: Bid bonds and Performance Bonds will not be required for any bid with a total cost of less 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. 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 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: Kevin Rubow
8215 South 1300 West
West Jordan, Utah 84088
Telephone: (801) 565-4300
Email: kevinr@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

Item	Qty.	Unit	Price
1. Mobilization/Demobilization	1	LS	\$
2. Site Grubbing	0.18	AC	\$
3. Stamped Concrete - Parkstrip	300	SF	
4. Irrigation System	1	LS	
5. Trees	3	EA	
6. Shrubs and Grasses	61	EA	
7. 1.5" South Town Crushed Rock (4-inch Thickness)	4,600	SF	
8. 1" Contrasting Rock Mulch (4-inch Thickness)	3,150	SF	
9. Landscape Edging	250	LF	
10. Landscape Boulders (2-3 ft)	20	EA	
11. Herbicide	7,750	SF	

Total: \$ _____

Bid total in words:

Bidder (Company name): _____

By: _____
 (Signature)

Dated: _____

Name: _____
 (Print)

Title: _____

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

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: _____
Expiration Date: _____
Primary Classification: _____
Supplemental Classification held, if any: _____

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

Project Requirements:

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 on the Drawings and as herein specified. 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.

Project specifications are included on the Project Drawings and as herein specified. Contractor is required to provide all necessary City construction permits as required to complete the work at its cost. 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. Contractor shall keep existing facilities accessible to the Owner at all times, 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.

Project Specifications:

1.1 Irrigation System

- A. The irrigation system will be constructed using the irrigation, valves, piping, fittings, controllers, wiring, nozzles, etc., of sizes specified.
- B. Irrigation lines shown on the drawings are essentially diagrammatic.
- C. As-built Irrigation Drawings: Contractor shall prepare as-built drawings which shall show deviations from the contract documents made during construction affecting the main line pipe, controller locations, remote control valves, and manual drain valves. These shall be kept on a clean set of prints of the contract drawings.
- D. The work consists of furnishing and installing an underground irrigation system as shown on the drawings and specifications. Include all labor, equipment and materials and perform all operations in connection with the construction of the irrigation systems.
- E. Electrical Wire: Control wire shall be rated for direct burial and shall be continuous with no splices. Provide, at minimum, 2 spare wires from the farthest valve to the controller and label as such.
- F. Guarantee: All work shall be guaranteed for compliance with the drawings and specifications for a period of one year after the date of final completion. The Contractor shall make good any deficiencies at the time he is notified of any faults.

1.2 Landscape

- A. The extent of the landscape development work is shown on the drawings and includes soil amendments, preparation of landscaped areas, steel edging, concrete work, placement of all plant materials, stone mulch, and maintenance and guarantee.
- B. The Contractor will keep a record of all departures from the contract drawings that occur during construction. These shall be kept on a clean set of prints of the contract drawings.

- C. Provide trees grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, vigorous stock grown under climatic conditions similar to the locality of the project and free of disease, insects, eggs, larvae, and defects such as knots, sun-scale, injuries, abrasions, or disfigurement.
- D. Plant materials and other landscape items will be evaluated according to compliance with drawings, schedules, and specifications; as well as overall aesthetic quality, grower or supplier reputation, physical inspection, and American Association of Nurseryman Standards (ANSI Z60.1).
- E. Deliver plants after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set plants in shade, protect from weather and mechanical damage, and keep roots moist.
- F. Weed control is required. The extent of control depends on the type, quantity, and stage of weeds. The following are methods that may be used to control weeds: herbicide, post-emergent, or mechanical as required to completely eradicate undesired vegetation. Apply herbicide so no damage to protected vegetation occurs whether inside or outside of the project site. Use a Utah State Licensed applicator to apply herbicide.
- G. Guarantee plant material for one year following final completion against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, abnormal weather conditions unusual for warranty period, or incidents that are beyond Contractor's control. Remove and replace plant material found to be unacceptable. Replacements shall be made during the growing season.

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, PE
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 84088-0070

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 84088-0070

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:

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: _____