

ADDENDUM NO. 3

TO PROSPECTIVE BIDDERS UNDER  
CONSTRUCTION CONTRACT TP-4 EAST FACILITY  
AND CLARIFIERS REHABILITATION PROJECT  
Timpanogos Special Service District Water Reclamation Facility

RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED IN THE BID FORM

This addendum will be attached to the Agreement and is a Contract Document

**Addendum No. 3 consists of:**

1. **Answers to Bidder's Questions:**

*Q-1. Currently clarifier manufacturers are giving an approximate lead time of 30+ weeks. With the current schedule of 365 days, this lead time makes the schedule challenging to achieve. Please provide considerations if lead times do not decrease in length.*

- A. The contract time for substantial completion has been increased to 548 days. Final payment to be 608 days from the Notice to Proceed. See attached revised Bid Form, Specification Section 00 41 00 and revised Agreement Specification Section 00 52 00.

*Q-2. Is it possible to allow 6-day work week and 2 shifts (24 hour) complete the pipe rehabilitation now included in Bid Item 4 of the Bid Form? If so, this will provide lower overall costs and increased productivity for the scope of work required.*

- A. No, the District does not have the staff to cover the time outside of the work hours specified in the Contract Documents. Extended work hours for critical installation items such as liner curing and dewatering operations will be allowed for short durations not to exceed 2 to 3 days when requested by Contractor in advance.

*Q-3. A launder cover supplier has quoted a lead time of 380 days. Please provide considerations if lead times do not decrease in length.*

- B. The contract time for substantial completion has been increased to 548 days. Final payment to be 608 days from the Notice to Proceed. See attached revised Bid Form, Specification Section 00 41 00 and revised Agreement Specification Section 00 52 00.

*Q-4. In preparing our bid for the TSSD Clarifier project we have learned that, due to the lead paint on the old clarifier mechanisms, they will be classified as hazardous waste and must be disposed of at a proper facility. Does the Owner have an EPA Hazardous Waste ID Number? Can you please clarify the project requirements for testing, demolition, handling, and proper disposal of items with lead paint? (Some of the items will probably have to be cut or disassembled for transportation.) If you have questions about the classification of items with lead paint you can reach out to Gabrielle Marinick at the Utah DEQ (385) 499-0172.*

- A. Volume 4 of the Bidding Documents includes among other things Item 4.2 “East Facility Evaluation Technical Memo” (dated October 5, 2022). That memo includes testing results from Chemtech-Ford for paint chip samples taken on the east clarifier walkways and rake arms. Those samples were taken as follows:
  - a. A sharp knife was used to scrape pain flecks and shavings from each bridge and rake arm (down to bare metal). One sample from each clarifier for each bridge and rake arm was taken (six total samples, two per clarifier).
  - b. The paint chip samples, totaling enough for the sample method, (less than 1 oz), were placed in sample baggies, logged, and delivered to Chemtech-Ford.
  - c. Chemtech-Ford sampled them using methods SM 2540G (total solids) and EPA 6010B/C/D for arsenic, barium, cadmium, chromium, lead, selenium, and silver. Method 7471A was used for mercury.
- B. The results from Chemtech-Ford are provided in Appendix B of the provided Technical Memorandum (see pdf pages 93-94 of 311, pages 160-161 of 311 and 226-227 of 311). The reports indicate the presence of arsenic, barium, cadmium, chromium, lead, silver, and mercury in varying concentrations reported as a solid (mg/kg).
- C. The Chemtech-Ford results are Technical Data as defined in 00 70 00 General Conditions.
- D. The investigation and analysis in the technical Memorandum (included as 4.2 of the Bidding Documents) did not include TCLP (Toxicity Characteristic Leaching Potential) testing and did not formally categorize the paint, the bridges, or the rake mechanisms in the clarifiers as hazardous or non-hazardous, classified waste or not classified waste. The scope of that memo did not include final disposal investigation of paint waste or metal waste.
- E. The Contractor shall review the Technical Data and recognize the requirements of Specification Section 01 35 43 Environmental Procedures Part 1.01 and Part 1.02.
- F. The Owner does not currently have an EPA Hazardous Waste ID Number.
- G. Engineer has been in contact with Western Metals Recycling, Scott Gammell (801-419-4677, [scott.gammell@wmrecycling](mailto:scott.gammell@wmrecycling)) who is aware of the project. Contractor is advised to review the Technical Data and seek a disposal location that is in compliance with the material being removed and the requirements of Specification Section 01 35 43.

*Q-6. Since the workers are coming in from out of town, will they be able to work 6-12's for the time they are re-lining the pipes. This will help reduce per-diem/travel cost.*

- A. No, the District does not have the staff and resources to cover the time outside of the work hours specified in the Contract Documents. Extended work hours for critical installation items such as liner curing and dewatering operations will be allowed for short durations not to exceed 2 to 3 days.

*Q-7. General Conditions 14.2, Test, Inspection and Approvals is the Owners independent 3<sup>rd</sup> party inspection, does this include the CCTV inspection of the pipelines or does the Contractor/Subcontractor provide this?*

- A. As part of the post CFRP installation submittal, the Contractor needs to provide post construction survey of the completed work. This is typically CCTV (performed) by the Contractor.

*Q-8. Can you point me at a drawing or spec that describes or shows what alt#2 is referring to about a new electrical conduit in the genset building? We didn't talk about this at a site walk and I am having a hard time finding anything in the bid docs outside of the description in alt#2. I am sure I am just missing it somewhere.*

- A. Alternate #2 on the Bid Form refers to the following: The Contractor is to provide pricing to remove the existing conduit rack. Along with the conduit rack removal work, the Contractor is to electrically refeed all three clarifiers and is to relocate the one active conduit that feeds the old generator building. The one active conduit feeding the old generator building is currently located in the conduit rack.

2. **Directives / Clarifications:**

- a. Specification Section 00 11 10 – Advertisement for Bids – assume cost for an internal joint repair on the 16-inch diameter DIP RAS pipe associated with east clarifier 3 as part of Bid Item No. 4.
- b. Specification Section 00 52 00 - Agreement, Article 9, 9.01 Contents, 10., b. – Item 10. b. deleted.

3. **Specifications:**

- a. Delete 00 11 10 – Advertisement for Bids in its entirety and replace with updated attached 00 11 10 – Advertisement for Bids
- b. Delete 00 41 00 – Bid Form in its entirety and replace with updated attached 00 41 00 00 – Bid Form
- c. Delete 00 52 00 – Agreement in its entirety and replace with updated 00 52 00 - Agreement

4. **Attachments:**

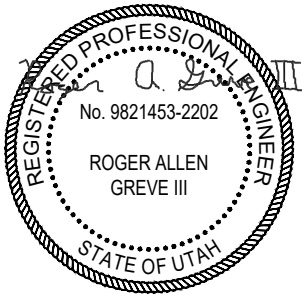
Attachment A – Revised Specification section (remove original and replace with the following)

00 11 10 – Advertisement for Bids

00 41 00 – Bid Form

00 52 00 – Agreement

Date: August 31, 2023



END OF SECTION

Addendum No. 3

**ATTACHMENT A**

Addendum No. 3

**TSSD WATER RECLAMATION FACILITY  
6400 N. 5050 W., UTAH COUNTY, UT**

**TP-4 EAST FACILITY UTILITIES AND CLARIFIERS REHABILITATION PROJECT**

**00 11 10**

**ADVERTISEMENT FOR BIDS (ADDENDUM NO. 3)**

Sealed Bids for the construction of the **East Facility Utilities and Clarifiers Rehabilitation Project** will be received **from prequalified Bidders only**, by **Timpanogos Special Service District (TSSD), Water Reclamation Facility**, at the office of the **TSSD Water Reclamation Facility 6400 N., 5050 W. Utah County, UT 84003** until **2:00 p.m.** local time on **September 6, 2023**, at which time the Bids received will be **publicly** opened and read.

Site dewatering will be required for the east clarifier rehabilitation work. The Owner will drain and clean each clarifier prior to the start of the work. East facility secondary clarifier work is to include the demolition, removal, disposal, and replacement of all the internal carbon steel components at and below the waterline with new components. New skimmers and 4-foot scum beaches, weirs, baffles, and Stamford baffles are to be installed in the three clarifiers. The east clarifier drives are to be removed and replaced. The Contractor is to remove and replace the existing east clarifier walkways. The Contractor is to furnish and install new aluminum and stainless-steel launder covers on the three east clarifiers. Contractor is directed to the Bid Form and Technical Specs for bid alternatives related to materials for the clarifier equipment with one option being stainless and another alternative being carbon coated steel.

The east facility secondary clarifier splitter box work shall consist of the removal, replacement of the existing east clarifier gate operator pedestals and installation of Rotork electric actuators.

East facility electrical work is to consist of the installation of Rotork electric actuators and corresponding electrical service on the new clarifier splitter box gate pedestals. New lighting is to be installed on the top of the east clarifier splitter box. The lighting on the clarifier bridges is to be removed and reinstalled with walkway replacement. The electrical feeds to east clarifiers 1 and 3 are to be replaced. Sidewalks are to be replaced as noted on the plans as part of the electrical refeed work.

East facility pipe lining rehabilitation work is to be conducted on the 30-inch diameter RCP mixed liquor pipes associated with east clarifiers 1 and 2. East facility pipe point repair work is to be conducted on the 16-inch diameter DIP RAS pipe associated with east clarifier 3. Assume cost for an internal joint repair on the 16-inch diameter DIP RAS pipe associated with east clarifier 3 as part of Bid Item No. 4. Piping is to be investigated prior to work to confirm repair locations, procedure and repaired once the east clarifier center feed pipes have been removed. CCTV inspection video footage of these pipes is provided in the supplementary information.

Bids will be received for a single prime Contract. Bids shall be on a lump sum basis as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: **Brown and Caldwell, contact Roger Greve, 6975 Union Park Center, Suite 490, Midvale, UT 84047, phone: 410-733-1751 email: rgreve@brwnncald.com.**

Bidding Documents will be provided in electronic portable document format (pdf) to invited Bidders. The Bidding Documents will be provided via email or other large file transfer service. Printed copies will not be provided.

A pre-bid conference will be held **at 2:00 p.m. local time on August 2, 2023 at the Timpanogos Special Service District Water Reclamation Facility, 6400 N., 5050 W. Utah County, Utah 84003.** Attendance at the pre-bid conference is mandatory. Invited Bidders not in attendance will be deemed un-responsive and any submitted Bids will be returned un-opened.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Owner: **TSSD Water Reclamation Facility**

By: **Rich Mickelson**

Date: **August 29, 2023**

+ + END OF ADVERTISEMENT FOR BIDS +

**00 41 00**  
**BID FORM**

Timpanogos Special Service District Water Reclamation Facility  
6400 N., 5050 W. Utah County, UT 84119

**TP-4 EAST FACILITY UTILITIES AND CLARIFIERS REHABILITATION PROJECT**

(BID FORM REPLACED IN ITS ENTIRETY IN ADDENDUM NO. 3)



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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

*Timpanogos Special Service District Water Reclamation Facility, 6400 N. 5050 W., Utah County, UT 84003*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and

performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID (ADDENDUM NO. 2)**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<b>East Clarifier Splitter Box:</b>		
<b>Item No.</b>	<b>Description*</b>	<b>Lump Sum Bid Price (numerals)</b>
1	Remove and replace the three existing lift gate pedestals and gear boxes with three new lift gate pedestals and gear boxes and Rotork actuators per specification 43 05 11 and 40 05 57.23. Furnish and install new lighting, light posts, and power supply on the top of the east clarifier splitter box (2 lights total). Install power supply for and to the new lift gate electric actuators and lighting.	
<b>East Clarifiers E-1, E-2, E-3:</b>		
<b>Item No.</b>	<b>Description*</b>	<b>Lump Sum Bid Price (numerals)</b>
2	Furnish and install new clarifier mechanisms and associated equipment per specification 46 43 21.13, and as per the contract drawings. All material 1'-0 above, or below the water line shall be 304 stainless-steel. Pipe to be Schedule 10, 304 stainless-steel, pipe supports to be 316 stainless-steel. Furnish and install painted carbon steel walkways per specification 46 43 21.13. Remove and reinstall existing walkway lighting, light posts, and local lighting controls. Electrical re-feed of East Clarifiers 1 and 3.	
3	Furnish and install aluminum launder covers with 304 stainless steel supports per specification 46 43 23.	

East Facility Pipe Repairs		
Item No.	Description*	Lump Sum Bid Price (numerals)
4	<b>East Clarifiers 1 and 2:</b> 30-inch RCP Mixed Liquor Pipes CFRP lining repairs. <b>East Clarifier 3:</b> 16-inch RAS pipe joint repair.	
Balance of Remaining Work		
5	Balance of remaining work:	
6	Allowance	\$250,000
<u>7</u>	<u>Utah County Building Permit Allowance</u>	<u>\$6,000</u>
<b>Base Bid Total (Items 1 – 7)</b>		

Notes:

1) Allowance items is at Owner's discretion. Allowance items may be fully, partially, or not be fully used. Allowance items to be reviewed and approved by Engineer and Owner.

**ALTERNATES**

5.02 The Basis of Bid and Notice of Award is shown in 5.01. After the bid's have been reviewed and a Notice of Award has been issued, and at Owner's discretion, Owner may elect to add or remove the following items from the Work. Owner may elect to add or deduct some, all or none of the items shown in the schedule below.

Item No.	Description*	Bid Price (Deduct – negative Add – positive)
<b>East Clarifiers E-1, E-2, E-3:</b>		
1	Furnish and install painted carbon steel clarifier components 1'-0 above and below the waterline, in lieu of 304 stainless steel materials, and painted carbon steel walkways per specification 46 43 21.13 and 09 90 00, and weirs, baffles, scum beaches, scum spray system as per the contract drawings. Furnish and install new scum spray piping as polyurethane coating Schedule 40 carbon steel in lieu of stainless-steel materials. Scum system to contain galvanized carbon steel	

	hangers with manually controlled anti-rotation, full cone jet spray nozzle system. Electrical re-feed of East Clarifiers 1 and 3. Remove and reinstall existing walkway lighting, light posts, and local lighting controls.	
2	Remove and dispose of existing conduit rack, relocate existing generator building conduit (1 total), electrical refeed of East Clarifier 2 to be included with electrical refeed of Clarifiers 1 and 3.	

**ARTICLE 6 - TIME OF COMPLETION (ADDENDUM NO. 3)**

- 6.01 Bidder agrees that the Work will be substantially complete within 548 days ~~365 days~~ from the date the Contract times commence to run and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 608 days ~~425 days~~ from the date the Contract times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID (ADDENDUM NO. 2)**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - ~~D. List of Project References;~~
  - E. Single Entity Unit Team (SEU) submittal information as outlined in specification section 33 39 30 for pipe rehabilitation work;
  - F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - G. Contractor’s License No.:                      [or] Evidence of Bidder’s ability to obtain a State Contractor’s License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - ~~H. Required Bidder Qualification Statement with supporting data;~~
  - I. Within 24 hours of Bid Opening, the Bidder with the lowest Bid shall submit a Schedule of Values for further review by the Owner. The Schedule of Values shall include at a minimum the following Work allocations: Mobilization/demobilization and related General Requirements, Civil Site Work, Structural, Electrical, Process Piping and Related Process Work

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

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By:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

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

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

Address for giving notices:

---

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

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_

Bidder's License No.: \_\_\_\_\_

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**00 52 00**  
**AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT**  
**(AGREEMENT REPLACED IN ITS ENTIRETY IN ADDENDUM NO. 3)**

THIS AGREEMENT is by and between Timpanogos Special Service District Water Reclamation Facility (“Owner”) and \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

A. East Clarifier Splitter Box

1. Remove and dispose of the existing manual lift gate operators (pedestals and gear boxes).
2. Furnish and install new gate operators (pedestals and gear boxes) to fit electric actuators.
3. Furnish and install new locally controlled Rotork electric actuators and corresponding electrical power feed system.
4. Furnish and install new lighting, corresponding light posts and corresponding power supply on the top of the East Clarifier Splitter Box (2 lights total).

B. East Clarifiers 1, 2 and 3

1. Dewater east facility clarifier site to prevent clarifier floating.
2. Remove and replace the three EIMCO C40HT/LT clarifier drives, conduct drive system balancing.
3. Electrical re-feed of East Clarifiers 1 and 3.
4. Removal and disposal of all carbon steel clarifier components at and below the waterline.
5. Remove and dispose of the existing clarifier duck skimmer systems.
6. Removal and disposal of existing FRP weirs, baffles, Current Density (Stamford) Baffles.
7. Furnish and install 304 stainless steel clarifier components (center feed pipe, torque cage, energy dissipation stilling well, influent well frame with sidewalls to be corrugated FRP, rake arms, scrapers, squeegees).
8. Furnish and install 304 stainless steel weirs, baffles, and Stamford baffles.
9. Furnish and install corrugated FRP material on (as) sidewalls of influent well frame. FRP panel profile to be 4.2x1-1/16. Stainless steel (316) self-driving screws with neoprene washers to be used to install panels.

10. Removal and replacement of clarifier walkways with painted carbon steel, with 8' x 7'-4" maintenance platform for drive mechanisms, 1-1/2" aluminum 3 rail handrail system, 1-1-1/4" rectangular aluminum bar grating (non-slip). Remove and reinstall walkway lighting and controls once walkways are replaced.
  11. Furnish and install 304 stainless steel traditional scum beach (4'-0" radial scum beach with supports, skimmer blade from feed well (both rake arms), skimming device support arm (both rake arms), flush valve assembly.
  12. Remove and dispose of scum spray system piping and sprayers along clarifier walkways. Install new scum spray piping with manually controlled anti-rotation spray system.
  13. Furnish and install 6-inch Schedule 10, 304 stainless steel piping from scum beach discharge.
  14. Furnish and install aluminum and 304 stainless steel component launder covers.
- C. East Facility pipe repairs
1. Removal of clarifiers 1 and 2 center feed columns for access to mixed liquor feed pipes
  2. Pipe lining repairs:
    - a. CFRP lining repair – East Clarifier 1: 30-inch RCP Center Liquor Pipe
    - b. CFRP lining repair – East Clarifier 2: 30-inch RCP Mixed Liquor Pipe
  3. Pipe point repair – East Clarifier 3: 16-inch RAS pipe
- D. Site civil work corresponding to electrical re feed of East Clarifiers 1 and 3 (E-1, E-3), and corresponding sidewalk replacement as noted on the plans.
- E. Restore site disturbed during construction.
- F. Coordinate Work with Owner's operations.
- G. Coordinate Work with other Contractors at the site and with the Construction Manager including requirements for site safety.

## ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: East Facility Utilities and Clarifiers Rehabilitation Project.

## ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Brown and Caldwell.
- 3.02 The Owner has retained Brown and Caldwell ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 – CONTRACT TIMES (ADDENDUM NO. 3)

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates* (ADDENDUM NO. 3)

- A. The Work will be substantially complete within ~~365 days~~ 548 days from the date the Contract times commence to run and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within ~~425 days~~ 608 days from the date the Contract times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$ 1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 1,000 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$           .

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments within 45 days of receipt of Contractor's Applications for Payment provided that such Applications for Payment have been submitted prior to the 1<sup>st</sup> of the preceding month as noted in the Contract Documents. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and

in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
  - a. 95 percent of Work completed (with the balance being retainage).; and
  - b. 70 percent of cost of materials and equipment, on site but not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### **ARTICLE 7 – INTEREST**

7.01 All amounts not paid when due shall bear interest at the rate of 8 percent per annum.

### **ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS (ADDENDUM 3)

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to [redacted], inclusive).
  - 2. Performance bond (pages [redacted] to [redacted], inclusive).
  - 3. Payment bond (pages [redacted] to [redacted], inclusive).
  - 4. Other bonds.
    - a. [redacted] (pages [redacted] to [redacted], inclusive).
  - 5. General Conditions (pages [redacted] to [redacted], inclusive).
  - 6. Supplementary Conditions (pages [redacted] to [redacted], inclusive).
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 8. Drawings (not attached but incorporated by reference) consisting the Drawings listed on the drawing sheet index.
  - 9. Addenda (numbers [redacted] to [redacted], inclusive).
  - 10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages [redacted] to [redacted], inclusive).
    - ~~b. Aqua-Aerobics Procurement Contract for Disc Filter equipment originally executed between Owner and Aqua-Aerobics; to be assigned to Contractor.~~
  - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. This contract is not assignable.

### 10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, and legal representatives to the other party hereto, its successors, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Governing Laws and Jurisdiction*

- A. Agreement is governed by the laws of the State of Utah and contract legal proceedings or disputes or other legal proceedings as defined in the General Conditions will be reviewed in a court of competent jurisdiction whose jurisdiction will be in a Salt Lake County venue.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*



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