

DOCUMENT 00 90 10

ADDENDUM No. 1

PART 1 GENERAL

1.0 DOCUMENT INCLUDES

- A. Changes to Bid Documents
- B. Changes to Specifications
- C. Changes to Plan Set
- D. Clarifications and Response to Questions

1.1 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as: *Mountain Green BNR Wastewater Treatment Plant*
- B. Date of this Addendum: 1/18/2023.
- C. All other provisions in the contract to remain in full force and effect.

PART 2 CHANGES TO BID DOCUMENTS

2.0 C-111

- A. Change of Sunrise Engineering Project Manager named to Daniel Diaz.

2.1 C-200

- A. Change of Sunrise Engineering Project Manager named to Daniel Diaz, questions to be submitted to Daniel at ddiaz@sunrise-eng.com
- B. Change of Pre-Bid Conference and Site Visit Date to **January 23rd, 2023 at 3:00 PM.**

2.2 Davis Bacon Prevailing Wages

- A. Updated with 1/06/2023 document.

PART 3 CHANGES TO SPECIFICATIONS

3.0 Updated Table of Contents Typo on 11910SP – Polymer Dosing Unit

3.1 Updated Specifications:

- A. 01000SP Owner Furnished Equipment
- B. 01010SP Owner Selected (Contractor Furnished)

PART 4 CHANGES TO PLAN SET

4.0 No Changes.

PART 5 ITEMS OF DISCUSSION

The following is a response to questions received from contractors and suppliers.

5.0 Clarifications and Response to Comments

No questions at this time.

Enclosure:

- 1) Updated C-111 and C-200.
- 2) Updated Davis Bacon Prevailing Wages Document.
- 3) Updated Table of contents.
- 4) Specifications 01000SP and 01010SP.

ADVERTISEMENT FOR BIDS

Mountain Green Sewer Improvement District
Morgan, Utah
BNR Wastewater Treatment Plant

General Notice

Mountain Green Sewer Improvement District (Owner) is requesting Bids for the construction of the following Project:

BNR Wastewater Treatment Plant
08242

Bids for the construction of the Project will be received at the Mountain Green Sewer Improvement District located at 5455 W. Old Highway Road Morgan, Utah 84050 until **February 21, 2023**, at 3:00 p.m. local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

- Draining of existing cell #2.
- Construction of 6,500 SF Operations Building (Smooth Face CMU).
- Construction of 5,000 SF Headworks Building (Smooth Face CMU).
- Installation of Biological Nutrient Removal Basin Equipment.
- Construction of (2) Clarifiers.
- Construction of a Large Digester Split Into (2) Sides.
- Electrical, Mechanical HVAC, and Plumbing.
- Chemical feed system: Two dual pump skid (4 pumps total), 1/2" tubing, 1/2" sch 80 PVC, 3" conduit, Pressure Gauges,
- Construction of Yard Piping including 6"-24" HDPE and Ductile Iron Lines, Sewer, Chemical Lines, Backwash Piping, Sludge Piping, Return Waste Water Lines, and Electrical System Upgrades including on-site back-up generator.
- Site Construction including import structural fill, asphalt paving, landscaping, and curb and gutter.
- Installation of Mechanical Dewatering System (Screw Press).

Bids are requested for the following Contract: BNR Wastewater Treatment Plant

[Or]

Separate Bids will be received for the following Contracts:

Contract No.	Description of Contract	Owner's Budget
[.]	[Name of Contract, e.g. General Construction]	\${Amount}
[.]	[Name of Contract, e.g. Electrical Construction]	\${Amount}
[.]	[Name of Contract, e.g. Plumbing Construction]	\${Amount}
[.]	[Name of Contract, e.g. HVAC Construction]	\${Amount}

Owner anticipates that the Project's total bid price will be approximately \$19,000,000. **The Project has an expected duration of 730 days.**

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

<https://planroom.sunrise-eng.com/#p/home>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

[Name of organization]

[Address where documents are available for viewing]

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of [insert hours], and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Printed copies of the Bidding Documents may be obtained from the Issuing Office by paying a deposit of \$[insert amount] for each set. Bidders who return full sets of the Bidding Documents in good condition within 10 days after receipt of Bids will receive a full refund. Non-Bidders, and Bidders who obtain more than one set of the Bidding Documents, will receive a refund of \$[insert amount; often half of the initial deposit] for documents returned in good condition within the time limit indicated above. Make deposit checks for Bidding Documents payable to [entity name].

Bidding Documents may be purchased from the Issuing Office during the hours indicated above. Cost does not include shipping charges. Upon Issuing Office's receipt of payment, printed Bidding Documents or electronic documents on compact disk will be sent via the prospective Bidder's delivery service. The shipping charge amount will depend on the shipping method chosen. Bidding Documents are available for purchase in the following formats:

Format	Cost
Bidding Documents (including Full-Size Drawings)	\$
Bidding Documents (including Half-Size Drawings)	\$
Compact Disc containing Bidding Documents in portable document format (PDF)	\$
Electronic download of Bidding Documents from [Hyper link to download site]	\$
[Geotechnical or other informational documents, listed by title]	\$

Pre-bid Conference

A pre-bid conference for the Project will be held on September 7th, 2022 at 3:00 PM at 5455 W. Old Highway Road • Morgan, Utah 84050. Attendance at the pre-bid conference is encouraged but not required.

A mandatory pre-bid conference for the Project will be held on January 23rd, 2023 at 3:00 PM at 5455 W. Old Highway Road Morgan, Utah 84050. Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: Mountain Green Sewer Improvement District

By: Daniel Diaz

Title: Project Manager

Date: January 2nd, 2023

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1— Defined Terms.....	1
Article 2— Bidding Documents	1
Article 3— Qualifications of Bidders.....	2
Article 4— Pre-Bid Conference	3
Article 5— Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site	3
Article 6— Bidder’s Representations and Certifications.....	6
Article 7— Interpretations and Addenda	6
Article 8— Bid Security	6
Article 9— Contract Times	7
Article 10— Substitute and “Or Equal” Items.....	7
Article 11— Subcontractors, Suppliers, and Others	8
Article 12— Preparation of Bid	8
Article 13— Basis of Bid	9
Article 14— Submittal of Bid.....	9
Article 15— Modification and Withdrawal of Bid.....	10
Article 16— Opening of Bids	11
Article 17— Bids to Remain Subject to Acceptance	11
Article 18— Evaluation of Bids and Award of Contract	11
Article 19— Bonds and Insurance.....	12
Article 20— Signing of Agreement.....	12
Article 21— Sales and Use Taxes	12
Article 22— Contracts to Be Assigned	12
Article 23— SRF Special Conditions	12

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 ~~Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.~~
- 2.04 ~~Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.~~
- 2.05 ~~Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.~~
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version 6 or later. It is the intent of the

Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- ~~C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.~~
 - ~~1. Electronic Documents that are available in native file format include:
 - a. BNR Wastewater Treatment Plant~~
 - ~~2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.~~
 - ~~3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.~~
 - ~~4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.~~

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 7 days of Owner's request, Bidder must submit the following information:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.

- E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

- 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report:* The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
 - a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.
 - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
 - c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
 - d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
 1. Geotechnical Report
 2. Preliminary Engineering Report

Owner will make copies of these other Site-related documents available to any Bidder on request.

- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.
- C. A Site visit is scheduled for January 23rd, 2023 at 3:00 PM at 5455 W. Old Highway Road, Morgan, Utah 84050 Maps to the Site will be made available upon request.
- D. Bidders visiting the Site are required to arrange their own transportation to the Site.
- E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: Daniel Diaz, 813-909-3750, ddiaz@sunrise-eng.com. Bidder must conduct the required Site visit during normal working hours.
- F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. All questions must be submitted by **February 14th, 2023, at 5:00 PM.** Contact information and submittal procedures for such questions are as follows:
 - A. Daniel Diaz, ddiaz@sunrise-eng.com
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and

furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 ~~Bidder must set forth in the Bid the time by which Bidder must achieve Substantial Completion, subject to the restrictions established in Paragraph 13.07 of these Instructions. The Owner will take Bidder's time commitment regarding Substantial Completion into consideration during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion within the time such Bidder has designated in the Bid. Bidder must also set forth in the Bid its commitments regarding readiness for final payment. The Successful Bidder's time commitments will be entered into the Agreement or incorporated in the Agreement by reference to the specific terms of the Bid.~~
- 9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 ~~The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's~~

~~decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.~~

- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- A. All proposed subcontractors
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”

- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid

security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

14.04 The following documents shall be included in the bid submittal:

- A. Bid Form
- B. Bid Bond Form
- C. Addenda Acknowledge Form
- D. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions
- E. Certification of Non-Segregated Facilities
- F. Disadvantaged Business Enterprise Bidder Good Faith Effort Documentation
- G. EPA Form 6100-3 – DBE Program Subcontractor Performance Form(s)
- H. EPA Form 6100-4 – DBE Program Subcontractor Utilization Form
- I. Subcontractor bidders list of all DBE and non-DBE firms that submitted a bid or quote to Bidder.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid,

and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - ~~B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.~~
 - C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.

~~D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.~~

~~E. For the determination of the apparent low Bidder when cost-plus-fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.~~

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

21.01 Owner is exempt from Utah state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. 11827932002). Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 22—CONTRACTS TO BE ASSIGNED

ARTICLE 23—SRF SPECIAL CONDITIONS

Superseded General Decision Number: UT20220096

State: Utah

Construction Type: Heavy
HEAVY CONSTRUCTION PROJECTS

Counties: Box Elder and Morgan Counties in Utah.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/06/2023

ELEC0354-005 06/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 36.09	1.3%+16.26

 ENGI0003-034 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Mechanic).....	\$ 33.04	16.09

 LAB00295-002 07/01/2019

	Rates	Fringes
TRAFFIC CONTROL (Flagger).....	\$ 23.71	9.78

 TEAM0222-004 07/01/2021

	Rates	Fringes
TRUCK DRIVER (Dump Truck).....	\$ 25.09	13.05

 SUUT2018-007 05/07/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 19.69	1.17
LABORER: Common or General.....	\$ 20.39	3.29
LABORER: Pipelayer.....	\$ 14.68 **	1.96
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 24.61	5.17
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 25.29	0.00
OPERATOR: Loader.....	\$ 24.02	5.67

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher
 minimum wage under Executive Order 14026 (\$16.20) or 13658
 (\$12.15). Please see the Note at the top of the wage
 determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any
 solicitation was issued) on or after January 1, 2017. If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours
 they work, up to 56 hours of paid sick leave each year.
 Employees must be permitted to use paid sick leave for their
 own illness, injury or other health-related needs, including
 preventive care; to assist a family member (or person who is
 like family to the employee) who is ill, injured, or has other
 health-related needs, including preventive care; or for reasons
 resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT TECHNICAL SPECIFICATIONS

5455 W Old Hwy Rd
Morgan, UT 84050



JANUARY 2023

PREPARED BY:
Sunrise Engineering, Inc.



TABLE OF CONTENTS

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

00700	General Conditions.....	20
01000SP	Owner Furnished Equipment	4
01010SP	Owner Selected Equipment (Contractor Furnished)	4
01019	Measurement and Payment	4
01030	Project Meetings.....	2
01090	Abbreviations and Reference Standards	5
01200	Contract Close-out.....	2
01300	Submittals	4
01400	Quality Control.....	2
01500	Character of Workers, Methods, and Equipment	1
01510	Protection of Existing Improvements	2
01520	Environmental Control.....	5
01560	Construction Staking	2
01571SP	SWPP Plan	1
01580	Work Site Management	2
01700	Building Contract Closeout.....	6

DIVISION 2 - SITEWORK

02000	Mobilization	3
02005	Traffic Control.....	3
02015	Clearing and Grubbing.....	3
02020	Sub-Surface Investigation	2
02105	Earthwork Materials	4
02200	Trench Excavation and Backfill.....	9
02201	Earthwork for Structures	6
02202	Roadway Excavation and Embankment	7
02204	Water for Construction.....	1
02206	Access Roads and Temporary Use of Roads.....	3
02208	Flowable Backfill	1
02222	Water Pipe Installation	12
02224	Sewer Pipe and Manhole Installation	10
02226	Drainage Pipe and Culvert Installation	5
02250	Clay Cutoff Wall	2
02500	Removal and Replacement of Surface Improvements	5
02510	Materials Sampling and Testing	2
02511	Hot Plant Mix Bituminous Surfacing	8
02513	Asphalt Tack Coat.....	2
02520	Pavement Saw Cutting.....	2
02810	Chain Link Fencing and Gates.....	4
02950	Geotextile Fabrics	2
02951SP	Geomembrane Liner	6

DIVISION 3 - CONCRETE

03050	Portland Cement Concrete	8
03051SP	Concrete.....	1
03100	Concrete Forming, Finishing and Curing	9
03110SP	Concrete Tanks (Clarifiers & Digesters)	11
03200	Concrete Reinforcement	5
03300	Concrete Structures and Slabwork.....	7
03301SP	Concrete Placement (Cold Weather Procedures)	2
03310	Joints for Concrete Structures and Slabwork	8
03500	Pre-Cast Concrete Components	3
03600	Grout and Mortar.....	3
03600SP	Clarifier Topping Grout	3

DIVISION 4 - MASONRY

04100	Brick Masonry	6
-------	---------------------	---

DIVISION 5 - METALS

05010	Structural and Miscellaneous Metals	6
05050	Miscellaneous Metals.....	5
05100	Floor Gratings.....	3
05400	Cold-Formed Metal Framing	11
05570	Bumper Posts.....	2

DIVISION 6 – WOOD, PLASTICS AND FIBERGLASS

06100	Carpentry	3
06550SP	Polyethylene Upright Storage Tanks	11

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07160SP	Bituminous Damp Proofing	3
07191	Vapor Retarders.....	3
07210	Building Insulation	7
07465	Siding.....	4
07500	Thermal Insulation	2
07611	Standing Seam Metal Roof	4
07620	Sheet Metal Flashing & Trim	2
07631	Gutters and Downspouts	2
07700	Roofing	3

DIVISION 9 - FINISHES

09911SP	Special Painting	6
---------	------------------------	---

DIVISION 10 - BUILDING SPECIALTIES

10175	Gas Space Heaters.....	2
-------	------------------------	---

<u>Section</u>	<u>No. of Pages</u>
10210 Fans, Louvers, & Ventilators	4
10400 Safety and Hand Railings.....	2
10410 Aluminum Handrail (Non-Welded Pipe)	3
10420 Steel Hand Railings.....	3
10790SP Signs	1

DIVISION 11 - PROCESS AND MECHANICAL EQUIPMENT

11010 Mechanical Equipment General Requirements	10
11100 Process and Mechanical Equipment General Requirements.....	1
11280SP Startup and Commissioning.....	2
11825SP Sludge Trailer	1
11875SP Waste Containers.....	1
11900SP Self Priming Pumps.....	8
11910SP Polymer Dosing Unit.....	7

DIVISION 15 - MECHANICAL

15110 Pipe and Piping Systems	5
15120 Plant Piping	6
15219 SP Flow Meter	1
15223SP Re-use Pumps.....	1
15225 SP Chemical Dosing Pump	1
15226 SP Polymer Feed System.....	1
15230 Waterline Valves and Hydrants	6
15321SP Wastewater Valves.....	4
15232 Water System Control Valves.....	3
15232SP Electric Actuated Butterfly Valves	2
15234 Water Service Connections.....	4
15235SP Wall and Floor Clarifier Pressure Relief Valves	4
15236 Water Main Flow Meters	2
15238 Pressure Gauges	1
15240SP Floating Weir Decant	3
15241SP Yard Hydrants	1
15300 Floor Drains.....	2
15350SP Link Seal.....	1
15480 Compressed Air Piping	5
15610SP Steel Slide Gates.....	6

DIVISION 16 – ELECTRICAL

16065SP Lightning Protection For Structures	3
16250SP Automatic Transfer Switch	20
16817SP Engine Generators.....	11

DIVISION 40 – PROCESS INSTRUMENTATION AND CONTROLS (SCADA)

40 61 13 Process control System General Provisions	10
40 61 21 Process Control System Testing	6
40 61 26 Process Control Systems Training.....	3
40 66 33 Metallic and Fiber-Optic Communication Cabling and Connectors	14
40 71 13 Magnetic Flow Meters	4
40 71 79 Flow Switches	4

<u>Section</u>	<u>No. of Pages</u>
40 72 43 Pressure and Differential Pressure Type Level Meters	4
40 73 13 Pressure and Differential Pressure Gauges.....	4
40 73 26 Gauge-Pressure Transmitters	4
40 73 36 Pressure and Differential Pressure Switches	4
40 73 63 Diaphragm Seals	4

SPECIAL PROVISIONS

OWNER FURNISHED EQUIPMENT AND START-UP REQUIREMENTS	SECTION 01000SP
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01000.1 DESCRIPTION

- A. A significant amount of key and critical treatment processing equipment has been selected and purchased by Mountain Green for the treatment plant. The pre-selected treatment equipment consists of:

Pre-treatment Equipment:

- Screen, Screening Conditioning Equipment, and Controls;

Manufacturer: Huber Technology, Inc.
Equipment: Multi-Rake Bar Screen: RakeMax-CF 4800x400x500/6
 Wash/Compactor Model: WAP 2
Representative: Mike Charnholm, Goble Sampson Associates, Inc.
Contact Info: Tel: (801) 268-8790
 Fax: (801) 268-8792
 3500 South Main Street, Suite 200
 Salt Lake City, UT 84115

- Grit Removal, Grit Trap, Washer, and Controls;

Manufacturer: Huber Technology, Inc.
Equipment: HUBER Lamella Grit Trap GritWolf® SS 2
 HUBER Coanda Grit Washer RoSF4 1
Representative: Mike Charnholm, Goble Sampson Associates, Inc.
Contact Info: Tel: (801) 268-8790
 Fax: (801) 268-8792
 3500 South Main Street, Suite 200
 Salt Lake City, UT 84115

Treatment Process Equipment:

- Biological Nutrient Removal Process and Equipment

Manufacturer: Bioworks North America, Inc.
Equipment: Fine Bubble Diffused Aeration
 Aeration chain butterfly valves
 Positive Displacement Blowers
 Dissolved Oxygen analyzer with transmitter and mounting
 Mixers (3) for the Bio-P zone
 PLC based control panel
Representative: David Gibson – Bioworks North America, Inc.
Contact Info: degibson@bioworksus.com
 P.O. Box 81
 Goshen, AR 72735
 912-445-5021

- Aerobic Digester

Manufacturer: Environmental Dynamics International
Equipment: EDI Aeration/Mixing Equipment
Representative: Corey Hughes – Westech Engineering, Inc.
Contact Info: Tel: (801) 265-1000

SPECIAL PROVISIONS

OWNER FURNISHED EQUIPMENT AND START-UP REQUIREMENTS	SECTION 01000SP
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Fax: (801) 265-1080
3625 South West Temple
Salt Lake City, UT 84115

- Clarifier Equipment and Controls

Manufacturer: Westech Engineering, Inc.
Equipment: Two (2) 70' Diameter COP Mechanisms with Dual Gate EDI, motors, and controls, Model COPC1
Representative: Eric Whitmer – Westech Engineering, Inc.
Contact Info: Tel: (801) 265-1000
Fax: (801) 265-1080
3625 South West Temple
Salt Lake City, UT 84115

Solids Handling Equipment:

- Sludge Dewatering System, Conveyor System, and Controls.

Manufacturer: FKC
Equipment: Screw Press, Flocculation Tank, Polymer Injection System, Sludge Feed Pumps, Sludge Cake Pump, Pinch Valves, and Controls
Representative: Mike Sorensen
Waterford Systems
2850 East 3300 South Ste. 201
Salt Lake City, UT 84109
Cell: 801-463-9900
Email: mike.waterford@gmail.com

Disinfection Equipment:

- UV Disinfection System and Controls.

Manufacturer: ENAQUA
Equipment: MODEL: C5t.08062, Instrumentation and Controls
Representative: Mike Sorensen
Waterford Systems
2850 East 3300 South Ste. 201
Salt Lake City, UT 84109
Cell: 801-463-9900
Email: mike.waterford@gmail.com

Aerobic Digester Equipment:

- Blowers, Aerobic Digester Diffusers, Controls and Digester Piping

Manufacturer: Universal Blower Pac, Inc.
Equipment: Positive Displacement Blowers, Diffusers, Piping and Supports within Digester Tank
Representative: Matt Huff
Contact Info: Tel: (317) 773-7256
Fax: (317) 776-5086
440 Park 32 West Drive
Noblesville, IN 46062-9252

SPECIAL PROVISIONS

OWNER FURNISHED EQUIPMENT AND START-UP REQUIREMENTS	SECTION 01000SP
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- B. The design of the treatment plant has been made around the selected and procured equipment. The CONTRACTOR will be required to build the treatment plant, including installation of the treatment equipment previously procured by the OWNER, plus furnishing and installing all other equipment and materials (not previously procured) which will be necessary to make a fully operational wastewater treatment facility. The detailed drawings include equipment schedules which show which materials will be supplied by OWNER and which materials will be supplied by Contractor. The Suppliers/Manufacturers are scheduled to be ready to deliver equipment 120 days after receiving Notice to Proceed. The anticipated equipment delivery date is November 4, 2008 at which time the CONTRACTOR will take possession and responsibility for the installation of said equipment.
- C. The CONTRACTOR is responsible to insure coordination and compatibility of all equipment (OWNER furnished and CONTRACTOR furnished) in a complete working system. The Supplier and Manufacturers of the previously procured equipment are also required to cooperate and work with the CONTRACTOR in a fashion as if the equipment suppliers were the direct supplier to the CONTRACTOR for the equipment. The intent is to remove the OWNER as middle man between the CONTRACTOR and various manufacturers. The CONTRACTOR shall coordinate with equipment manufacturers both before and after the Bid and work in the conditions specified. The CONTRACTOR accepts the responsibility to look after, furnish and install, all materials and items supplied and not supplied by OWNER that are necessary for a fully operational wastewater treatment plant.
- D. The equipment suppliers accept the responsibility to cooperate fully with the CONTRACTOR by providing necessary information and assistance, answer questions, provide complete material lists of equipment to be furnished, support the CONTRACTOR's efforts in identifying miscellaneous materials that are needed to be furnished by the CONTRACTOR in order to complete the Work, thereby transferring from the OWNER to the CONTRACTOR the loose ends that would ordinarily be the responsibility of the purchaser of the equipment.
- E. The OWNER's responsibilities shall be as follows: Pay Supplier and/or Manufacturer according to the provisions in the contract between the OWNER and Supplier/Manufacturer, review shop drawings, arrange for and deliver necessary shop drawings to the CONTRACTOR, deliver product data and samples to the CONTRACTOR, deliver bill of materials to the CONTRACTOR, inspect deliveries jointly with the CONTRACTOR, assist Supplier/Manufacturer in operation testing, issue the Notice of Receipt and Notice of Final Acceptance.
- F. The CONTRACTOR's responsibilities shall be as follows: coordinate and receive delivery, unload equipment, suitably store equipment on site, install equipment, start-up equipment, work with OWNER and Supplier/Manufacturer to test equipment, furnish and install all necessary items not furnished by Supplier/Manufactures, and other miscellaneous tasks necessary for the Supplier/Manufactures and CONTRACTOR to complete their contract responsibilities.
- G. The Supplier/Manufacturers are under contract to provide installation supervision and start-up calibration, initial operation, performance test, and maintenance instruction to the OWNER, ENGINEER, and CONTRACTOR during installation and start-up operations. The amount of time that each Supplier/Manufacture is required to assist in installation and start-up operations is as follows:

SPECIAL PROVISIONS

OWNER FURNISHED EQUIPMENT AND START-UP REQUIREMENTS

SECTION 01000SP

<u>Period</u>	<u>Number of Visits</u>	<u>Number of 8-hour man-days Required per visit</u>
1. Screening & Screenings Conditioning		
Installation	1	1
Start-up and	1	1
O&M Instruction		
2. Grit Removal		
Installation	1	1
Start-up and	1	1
O&M Instruction		
3. IFAS		
Installation	2	1
Start-up	1	1
O&M Instruction	1	1
4. Clarifier		
Installation	2	1
Start-up	1	1
O&M Instruction	1	1
5. Blowers, Diffusers, & Digester Piping		
Installation	1	1
Start-up and	1	1
O&M Instruction		
6. UV Disinfection		
Installation	1	3
Start-up and	1	3
O&M Instruction		
7. Sludge Dewatering		
Installation	1	1
Start-up and	1	1
O&M Instruction		

- H. The CONTRACTOR shall coordinate its construction schedule with the actual delivery date of the equipment from the various manufactures or make arrangements for storage which will be in accordance with the Supplier/Manufacturers contract with the OWNER. The Suppliers/Manufacturers are scheduled to be ready to deliver equipment 120 days after receiving Notice to Proceed. The Notice to Proceed with the manufacturing of equipment will not be given until award to the CONTRACTOR has been made.
- I. Upon request, the Suppliers/Manufacturers and the ENGINEER will make available to the CONTRACTOR all shop drawings and submittals. At the CONTRACTOR's request, additional information that is required for installation of the equipment will be provided. The Suppliers/Manufacturers shall furnish required O&M Manuals for the furnished equipment.
- J. The CONTRACTOR shall receive delivery of the OWNER furnished equipment at the Wastewater Treatment Plant site, inspect the equipment against packing lists, unload

SPECIAL PROVISIONS

OWNER FURNISHED EQUIPMENT AND START-UP REQUIREMENTS	SECTION 01000SP
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equipment, and suitably store equipment per the manufacturer's instruction. Any damage to the equipment after delivery shall be repaired by the CONTRACTOR at the CONTRACTOR's expense. The equipment will arrive with final paint coating in place. The CONTRACTOR shall perform all touch-up painting, regardless of the cause, with the type of paint furnished by the supplier.

- K. The CONTRACTOR shall provide in its bid all compensation to furnish and install all material not furnished by Suppliers/Manufacturers (as identified herein) in order to construct a complete operating treatment plant as specified and shown.

01000.2 START-UP REQUIREMENTS

- A. The following outlines startup requirements of treatment plant equipment. The CONTRACTOR shall coordinate these procedures and tests with the Supplier/Manufacturer and OWNER.
- B. Before the Treatment Plant is seeded with activated sludge wastewater, the system must be function tested using clean water to verify piping integrity and equipment operation. However, before performing a clean water test, all system components and tankage must be thoroughly cleaned and inspected. Inspection must yield results where all dust and debris has been fully removed from the treatment plant building and appurtenant equipment and tankage. Once treatment plant and equipment is thoroughly cleaned, tap water from the OWNER's culinary water system shall be used to fill the system to the normal operating levels.
- C. Water to be used in the washing of the treatment plant and the clean water test shall be provided by the OWNER at no charge to the CONTRACTOR. However, the CONTRACTOR shall coordinate water demand needs with the OWNER to insure sufficient water is in place at all times for OWNER's use and fire protection.
- D. After the treatment plant equipment and piping has been thoroughly cleaned, tested and calibrated, the treatment plant shall be seeded with activated sludge wastewater. The activated sludge seeding process shall be the responsibility of the OWNER and operation of the treatment plant shall commence at that time with the help and assistance of the Supplier/Manufacturer of the equipment and controls.
- E. After the treatment plant and clean water test are complete and accepted by the ENGINEER and OWNER, a Notice of Substantial Completion will be issued to the CONTRACTOR in accordance with the Contract Documents and other requirements of the contract. The CONTRACTOR is required to warrant all construction work for a full one year period from the date of the Notice of Substantial Completion.

SPECIAL PROVISIONS

OWNER SELECTED EQUIPMENT (CONTRACTOR FURNISHED) AND START-UP REQUIREMENTS	SECTION 01010SP
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01010.1 DESCRIPTION

- A. A significant amount of key and critical treatment processing equipment has been selected and will be purchased by the Contractor for the treatment plant. The pre-selected treatment equipment consists of:

Treatment Process Equipment:

- Chemical Dosing Skids

Manufacturer: Blue-White
Equipment: Two Dual Pump Skid Systems (Model #:M3S24-QNGG)
 Peristaltic Pump Accessories
 Blue-White Dual Inlet/Outlet Pump Skid
Representative: Mike Sorensen, Waterford Systems, Inc.
Contact Info: Waterford Systems, Inc.
 2850 E. 3300 S., Ste. 201
 Salt Lake City, Utah 84109
 801-463-9900

Equipment shall include all programming and logic to connect to SCADA controls for a complete system. This shall include meters and valves necessary for automated operation and metering.

- Polymer Dosing Skids

Manufacturer: USGI Chemical Feed Inc
Equipment: Polyblend Magnum Model MM601-P3AB
 (See Specification 11910SP)
Representative: Mike Sorensen, Waterford Systems, Inc.
Contact Info: Waterford Systems, Inc.
 2850 E. 3300 S., Ste. 201
 Salt Lake City, Utah 84109
 801-463-9900

Equipment shall include all programming and logic to connect to SCADA controls for a complete system. This shall include meters and valves necessary for automated operation and metering.

- Floating Decant at Digester

Manufacturer: Aqua Aerobic Systems
Equipment: (2) Floating Weirs (One in each chamber)
Representative: Paul Mora
Contact Info: Davidson Sales and Engineering
 2441 South 3850 West, Site 'B'
 West Valley City, Utah 84120
 801-977-9200 (O)/801-647-3221 (M)
 paul_mora@dseslc.com

SPECIAL PROVISIONS

OWNER SELECTED EQUIPMENT (CONTRACTOR FURNISHED) AND START-UP REQUIREMENTS	SECTION 01010SP
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Solids Handling Equipment:

- Sludge Dewatering System, Conveyor System, and Controls.

Manufacturer(s): 1. FKC Company, Ltd. (Design Basis)
2. Engineer approved equal, must meet all requirements. Other manufacturers will require additional cost of design services for changes to plan set.

Equipment: 12-inch and 9-inch conveyor

Representative: Mike Sorensen, Waterford Systems, Inc.

Contact Info: Waterford Systems, Inc.
2850 E. 3300 S., Ste. 201
Salt Lake City, Utah 84109
801-463-9900

Design Criteria: 1,000 dry pounds per hour
120 cubic feet per hour
16-18% TS outlet

Design Basis included equipment:

- (1) One FKC 12-inch, Inclined 21-feet Shaftless Screw Conveyor
- (2) Two Omron ER6022 Emergency Stop Switches with pull cords
- (1) One Siemens Milltronics Zero Speed Switch Probe
- (1) Add 3HP Motor Starter and logic control to current panel
- (1) One FKC 9-inch, Horizontal 19-feet Distributing Shaftless Screw Conveyor
- (2) Two FKC Standard Slide Gates
- (2) Two Omron ER6022 Emergency Stop Switches with pull cords
- (1) One Siemens Milltronics Zero Speed Switch Probe
- (1) Add 3HP Motor Starter and logic control to current panel submitted
- (1) Add 120V power and logic control (for slide gates) to current panel

Equipment shall include all programming and logic to connect to SCADA controls for a complete system. This shall include meters and valves necessary for automated operation and metering.

- B. The design of the treatment plant has been made around the selected equipment. The CONTRACTOR will be required to build the treatment plant, including installation of the treatment equipment previously selected by the OWNER, plus furnishing and installing all other equipment and materials (not previously procured) which will be necessary to make a fully operational wastewater treatment facility. The detailed drawings include equipment schedules which show which materials will be supplied by OWNER and which materials will be supplied by Contractor. The Suppliers/Manufacturers are scheduled to be ready to deliver equipment 120 days after receiving Notice to Proceed. The anticipated equipment delivery date shall determine at which time the CONTRACTOR will take possession and responsibility for the installation of said equipment.
- C. The CONTRACTOR is responsible to insure coordination and compatibility of all equipment (OWNER furnished and CONTRACTOR furnished) in a complete working system. The Supplier and Manufacturers of the previously procured equipment are also required to cooperate and work with the CONTRACTOR in a fashion as if the equipment

SPECIAL PROVISIONS

OWNER SELECTED EQUIPMENT (CONTRACTOR FURNISHED) AND START-UP REQUIREMENTS	SECTION 01010SP
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suppliers were the direct supplier to the CONTRACTOR for the equipment. The intent is to remove the OWNER as middle man between the CONTRACTOR and various manufacturers. The CONTRACTOR shall coordinate with equipment manufacturers both before and after the Bid and work in the conditions specified. The CONTRACTOR accepts the responsibility to look after, furnish and install, all materials and items supplied and not supplied by OWNER that are necessary for a fully operational wastewater treatment plant.

- D. The equipment suppliers accept the responsibility to cooperate fully with the CONTRACTOR by providing necessary information and assistance, answer questions, provide complete material lists of equipment to be furnished, support the CONTRACTOR's efforts in identifying miscellaneous materials that are needed to be furnished by the CONTRACTOR in order to complete the Work, thereby transferring from the OWNER to the CONTRACTOR the loose ends that would ordinarily be the responsibility of the purchaser of the equipment.
- E. The OWNER's responsibilities shall be as follows: Pay Supplier and/or Manufacturer according to the provisions in the contract between the OWNER and Supplier/Manufacturer, review shop drawings, arrange for and deliver necessary shop drawings to the CONTRACTOR, deliver product data and samples to the CONTRACTOR, deliver bill of materials to the CONTRACTOR, inspect deliveries jointly with the CONTRACTOR, assist Supplier/Manufacturer in operation testing, issue the Notice of Receipt and Notice of Final Acceptance.
- F. The CONTRACTOR's responsibilities shall be as follows: coordinate and receive delivery, unload equipment, suitably store equipment on site, install equipment, start-up equipment, work with OWNER and Supplier/Manufacturer to test equipment, furnish and install all necessary items not furnished by Supplier/Manufactures, and other miscellaneous tasks necessary for the Supplier/Manufactures and CONTRACTOR to complete their contract responsibilities.
- G. The Supplier/Manufacturers are under contract to provide installation supervision and start-up calibration, initial operation, performance test, and maintenance instruction to the OWNER, ENGINEER, and CONTRACTOR during installation and start-up operations. The amount of time that each Supplier/Manufacture is required to assist in installation and start-up operations.
- H. The CONTRACTOR shall coordinate its construction schedule with the actual delivery date of the equipment from the various manufactures or make arrangements for storage which will be in accordance with the Supplier/Manufacturers contract with the OWNER. The Suppliers/Manufacturers are scheduled to be ready to deliver equipment 120 days after receiving Notice to Proceed. The Notice to Proceed with the manufacturing of equipment will not be given until award to the CONTRACTOR has been made.
- I. Upon request, the Suppliers/Manufacturers and the ENGINEER will make available to the CONTRACTOR all shop drawings and submittals. At the CONTRACTOR's request, additional information that is required for installation of the equipment will be provided. The Suppliers/Manufacturers shall furnish required O&M Manuals for the furnished equipment.
- J. The CONTRACTOR shall receive delivery of the CONTRACTOR furnished equipment at the Wastewater Treatment Plant site, inspect the equipment against packing lists, unload equipment, and suitably store equipment per the manufacturer's instruction. Any damage to the equipment after delivery shall be repaired by the CONTRACTOR at the

SPECIAL PROVISIONS

OWNER SELECTED EQUIPMENT (CONTRACTOR FURNISHED) AND START-UP REQUIREMENTS	SECTION 01010SP
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CONTRACTOR's expense. The equipment will arrive with final paint coating in place. The CONTRACTOR shall perform all touch-up painting, regardless of the cause, with the type of paint furnished by the supplier.

- K. The CONTRACTOR shall provide in its bid all compensation to furnish and install all material not furnished by Suppliers/Manufacturers (as identified herein) in order to construct a complete operating treatment plant as specified and shown.

01010.2 START-UP REQUIREMENTS

- A. The following outlines startup requirements of treatment plant equipment. The CONTRACTOR shall coordinate these procedures and tests with the Supplier/Manufacturer and OWNER.
- B. Before the Treatment Plant is seeded with activated sludge wastewater, the system must be function tested using clean water to verify piping integrity and equipment operation. However, before performing a clean water test, all system components and tankage must be thoroughly cleaned and inspected. Inspection must yield results where all dust and debris has been fully removed from the treatment plant building and appurtenant equipment and tankage. Once treatment plant and equipment is thoroughly cleaned, tap water from the OWNER's culinary water system shall be used to fill the system to the normal operating levels.
- C. Water to be used in the washing of the treatment plant and the clean water test shall be provided by the OWNER at no charge to the CONTRACTOR. However, the CONTRACTOR shall coordinate water demand needs with the OWNER to insure sufficient water is in place at all times for OWNER's use and fire protection.
- D. After the treatment plant equipment and piping has been thoroughly cleaned, tested and calibrated, the treatment plant shall be seeded with activated sludge wastewater. The activated sludge seeding process shall be the responsibility of the OWNER and operation of the treatment plant shall commence at that time with the help and assistance of the Supplier/Manufacturer of the equipment and controls.
- E. After the treatment plant and clean water test are complete and accepted by the ENGINEER and OWNER, a Notice of Substantial Completion will be issued to the CONTRACTOR in accordance with the Contract Documents and other requirements of the contract. The CONTRACTOR is required to warrant all construction work for a full one year period from the date of the Notice of Substantial Completion.