CONTRACT DOCUMENTS FOR THE

Terminal Reservoir Gearbox Replacement Basin 3

PROJECT #: 4401 OCT 2025

BID DOCUMENTS & SPECIFICATIONS

OWNER/ENGINEER

Jordan Valley Water Conservancy District 8215 South 1300 West West Jordan, Utah (801) 565-4300

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END OF SECTION

NOTICE INVITING BIDS

PROJECT NAME: Terminal Reservoir Gearbox Replacement Basin 3

DESCRIPTION OF WORK: This project consists of removal and disposal of one (1) submerged 60-inch AWWA butterfly inlet valve gearbox, one (1) submerged 36-inch AWWA butterfly suction valve gearbox, and one (1) submerged 48-inch AWWA butterfly outlet valve gearbox in Basin 3 of the Terminal Reservoir. The work will also include the purchase and installation of one (1) new 60-inch AWWA butterfly valve gearbox, one (1) 36-inch AWWA butterfly valve gearbox, and one (1) 48-inch AWWA butterfly valve gearbox, all of which shall be rated for submersion. Depending on the size and configuration of the new gear boxes, they may need to be installed with a universal joint that allows for installation at a slight angle or using an adapter to maintain use the existing roof penetration to ensure proper operation and facilitate future maintenance.

DISTRICT WEB SITE AND PLANHOLDERS LIST: Prospective bidders must register at the District's web site (www.jvwcd.gov) under "Engineering Projects". Prospective bidders are required to check the District's web site for any addenda prior to submitting a responsive bid. The District's web site will be used to publish updated information relative to the project, including a planholders list.

RECEIPT OF BIDS: Sealed bids will be received at the office of the Jordan Valley Water Conservancy District, Owner of the Work, located at 8215 South 1300 West, West Jordan, Utah 84088, until 2:00pm, on Thursday October 23 2025, for construction of the Terminal Reservoir Gearbox Replacement Basin 3. Electronic bids may also be submitted in adobe .pdf format to ellisad@jvwcd.gov. JVWCD requests that electronic bids be submitted 15 minutes prior to the bid opening deadline, to allow for verification of delivery. A public bid opening will be held at the bid due time. Attendance is not required. Bid results will be posted to the District's website within 24 hours of the bid opening.

OBTAINING CONTRACT DOCUMENTS: The Contract Documents are entitled Terminal Reservoir Gearbox Replacement Basin 3. All Contract Documents may be obtained online at www.jvwcd.gov under "Engineering Projects".

SITE OF WORK:

1. 3815 West 5820 South, Taylorsville, Utah 84118

PRE-BID MEETING: A non-mandatory pre-bid meeting will be held at **2:00pm on Wednesday, October 15, 2025,** at the Site of Work (3815 West 5820 South). Prospective bidders with questions regarding the project are encouraged to attend to become familiar with the site and to ask any questions regarding the project.

COMPLETION OF WORK: All work shall be completed within 250 calendar days from the date of the Notice to Proceed. The project shall be substantially completed and placed into service no later than May 31, 2026. If the work is not completed within the specified time frame, the bidder herein agrees to accept liquidated damages in the amount of \$250

NOTICE INVITING BIDS

per day. Work shall be sequenced and scheduled as listed Section 01010 - Summary of Work.

AWARD OF CONTRACT: An Award of Contract, if it were awarded, will be made within 60 calendar days of the opening of bids.

NOTICE TO PROCEED: A Notice to Proceed, if it were issued, will be made within 60 calendar days of the Notice of Award.

BID SECURITY: Each bid shall be accompanied by a certified or cashier's check, money order or bid bond in the amount of five percent of the total bid price payable to the Jordan Valley Water Conservancy District as a guarantee that the bidder, if its bid is accepted, will promptly execute the contract, provide evidence of worker's compensation insurance, and furnish a satisfactory faithful performance bond in the amount of 100 percent of the total bid price and a payment bond in the amount of 100 percent of the total bid price.

and addressed to the Jordan Valley Water Conservancy District and delivered or mailed to 8215 South 1300 West, West Jordan, Utah 84088. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words "Bid for," followed by the title of the Contract Documents for the work and the date and hour of opening of bids. The certified or cashier's check, money order, or bidder's bond shall be enclosed in the same envelope with the bid. Electronic bids shall be submitted to the engineering administrative assistant, ellisad@jvwcd.gov as an email attachment with the words "Bid for," followed by the title of the Contract Documents for the work and the date and hour of opening of bids in the subject line of the email.

NOTICE INVITING BIDS

PROJECT ADMINISTRATION: All questions relative to this project prior to the opening of bids shall be directed to the Engineer for the project. It shall be understood, however, that no interpretations of the specifications will be made by telephone, nor will any "or equal" products be considered for approval prior to award of contract.

OWNER/ENGINEER

Jordan Valley Water Conservancy District 8215 South 1300 West West Jordan, Utah 84088 Telephone: (801) 565-4389

Project Manager: Jake Slater Email: jakes@jvwcd.gov

OWNER'S RIGHTS RESERVED: The Owner reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interest of the Owner.

JORDAN VALLEY WATER CONSERVANCY DISTRICT

FORM OF BID: The bid shall be made on the bidding schedule(s) bound herein. The bid shall be enclosed in a sealed envelope bearing the name of the bidder and name of the project. In the event there is more than one bidding schedule, the bidder may bid on any individual schedule or on any combination of schedules.

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

WITHDRAWAL OF BIDS: Bids shall be unconditionally accepted without alteration or correction, excepting that bidder may by means of written request, signed by the bidder or his properly authorized representative withdraw his bid. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of bids prior to the scheduled closing time for receipt of bids.

OPENING OF BIDS: The bids will be publicly opened and read at the time and place stipulated in the Notice Inviting Bids.

MODIFICATIONS AND ALTERNATIVE BIDS: Unauthorized conditions, limitations, or provisions attached to a bid may render it non-responsive and may cause its rejection. The completed bid forms shall be without interlineations, alterations, or erasures. Alternative bids will not be considered unless called for. Oral, telegraphic, or telephonic bids or modifications will not be considered.

DISCREPANCIES IN BIDS: In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule; failure to do so may render the bid non-responsive and subject to rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the "amount" will be corrected accordingly, and the Contractor shall be bound by said Correction. In the event there is more than one bid item in a bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction.

BID SECURITY: Each bid shall be accompanied by a certified or cashier's check or approved bid bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to the Owner and shall be given as a guarantee that the bidder, if awarded the work, will enter into a contract within 10 calendar days after receipt of the contract from the Owner, and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond; each of said bonds to be in the amount stated in the Notice Inviting Bids. In case the apparent low bidder refuses or fails to enter into such contract or fails to provide the required insurance and insurance certificates, the check or bid bond, as the case may be, shall be forfeited to the Owner. If the bidder elects to furnish a bid bond as his bid guarantee, he shall use the bid bond bound herein, or one conforming

substantially to it in form.

BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each Bidder before submitting a Bid to:

- 1. Examine Contract Documents thoroughly.
- 2. Visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the work.
- 3. Consider federal, state and local laws and regulations that may affect cost, progress, and performance of furnishing of the work.
- 4. Study and carefully correlate the Bidder's observations with the Contract Documents.
- 5. Notify the Engineer of all conflicts, errors, or discrepancies in the Contract Documents.

Reference is made to the Supplemental General Conditions for identification of:

- 1. Those reports of exploration and tests of subsurface conditions at the site, which have been utilized by the Engineer in the preparation of the Contract Documents.
- 2. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground utilities as defined in Article 1 of the General Conditions) which are at or contiguous to the site and which were utilized by the Engineer in the preparation of the Contract Documents. Copies of such reports and drawings are available for inspection at the office of the Owner.

Information and data reflected in the Contract Documents with respect to underground facilities at/or contiguous to the site are based upon information and data furnished to the Owner and the Engineer by the owners of such underground facilities or others, and the Owner does not assume any responsibility for the accuracy or completeness thereof including any damages whatsoever that may be incurred by the Bidder or the Contractor through his reliance thereon unless it is expressly provided otherwise in the Supplemental General Conditions and/or the Technical Specifications.

Before submitting a bid, the bidder shall conduct such examination, investigations, studies and tests as are necessary to satisfy himself as to: the nature and location of the physical conditions (surface, subsurface and underground facilities), the general and local conditions particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, availability of utilities, local weather conditions, the character of equipment and facilities required preliminary to and during the prosecution

of the work; any and all other conditions that may in any way affect the cost, progress, performance or furnishing of materials in accordance with the Contract Documents. All such examination, investigation, studies, tests and the like shall be at the Bidder's expense.

Upon reasonable request in advance, the Owner shall provide each Bidder access to the site to conduct such explorations, examination, investigation and tests as each Bidder may determine necessary for the submission of a Bid. The Bidder shall fill all holes, clean and restore the site to its former condition upon the completion of such activities.

The submission of a bid hereunder shall be considered prima facie evidence that the Bidder has made such examination as is set forth in the above paragraph and is knowledgeable as to the location and site conditions surrounding the work and the conditions to be encountered in performing the work and as to the requirements, conditions and terms of the Contract and Contract Documents.

The Owner assumes no responsibility for any understanding or representations made by any of its officers or agents during or prior to the execution of this Contract, for information contained in any reports, subsurface studies, or other information which may be made available for the Contractor's information and which are not included as Contract Documents, for any understanding or representations by the Owner or by others which are not expressly stated in the Contract Documents which liability is not expressly assumed by the Owner or its representatives or Engineer in the Contract Documents. Such information shall be deemed to be for the information of the Contractor and the Contractor shall have the obligation of evaluating any such information as to its accuracy and effect the Owner will not be liable or responsible for any such information or any conclusions that may be drawn there from by the Contractor.

The lands upon which the work is to be performed, right-of-ways and easements for access thereto together with other lands designated for use by the Contractor in performing the work are identified in the Contract Documents. All additional lands and access thereto that are required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the Owner unless otherwise provided in the Contract Documents.

The submission of a Bid shall constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article, and that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents in compliance with such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents; and that such means, methods, techniques, sequences or procedures described in the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing the work.

QUANTITIES OF WORK: The quantities of work or material stated in the Bid Schedule are supplied only to give an indication of the general scope of the work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith. The Owner reserves the right after award of the Contract to increase or decrease the quantities of any unit price item of the work by an amount up to and including 25 percent of the quantity of any bid item, or to omit portions of such work as may be deemed necessary or expedient by the Engineer or Owner, without a change in the unit price. Such right to revise and omit shall include the right to delete any bid item in its entirety, or to add additional bid items in quantities up to and including an aggregate total amount not to exceed 25 percent of the total amount of the Contract.

The Bidders nor the ultimate Contractor on the Project shall at any time after the submittal of a bid make or have any claim for damages or anticipated profits or loss of profit or otherwise because of any difference between the quantities of work actually done and material furnished and those stated in said unit price items of the Bid.

COMPETENCY OF BIDDERS: In selecting the lowest responsible Bidder, consideration will be given to the general competency of the Bidder for the performance of the work covered by the Bid. To this end, each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled "Information Required of Bidder," bound herein. No bid for the work will be accepted from a contractor who does not hold an active Contractor's license in good standing applicable to the type of work bid upon at the time of opening bids.

After an award of the contract no substitution of the Project Manager or Project Superintendent will be allowed without the written approval by the Owner.

DISQUALIFICATION OF BIDDERS: More than one bid from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected.

RETURN OF BID GUARANTEE: Within 10 calendar days after award of the contract, the Owner will return the bid guarantees accompanying such of the bids as are not considered in making the award. All other bid guarantees will be held until a Notice to Proceed has been issued and accepted. They will then be returned to the respective bidders whose bids they accompany.

AWARD OF CONTRACT: Award of the Contract, if it be awarded, will be based primarily on the lowest overall cost to the Owner, and will be made to a responsive and responsible bidder whose bid complies with all the requirements prescribed. Any such award will be made by written notice and within 60 calendar days after opening of the bids, unless a different waiting period is expressly allowed in the Notice Inviting Bids. Unless otherwise indicated, an award will not be made for less than all the bid items in an individual bidding

schedule. In the event the entire work is contained in more than one bidding schedule, the Owner may award schedules individually or in combination. In the case of two bidding schedules which are alternate to each other, only one of such alternate schedules will be awarded.

EXECUTION OF CONTRACT: The Bidder to whom the award is made shall secure all insurance and shall furnish all certificates and bonds required by the specifications within ten calendar days after receipt of the Notice of Award from the Owner. The Bidder to whom the award is made shall execute a written contract with the Owner on the form of agreement provided within ten calendar days after receipt of the Agreement from the Owner. Failure or refusal to enter into a contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the bid guarantee. If the successful bidder refuses or fails to execute the contract, the Owner may award the contract to the second lowest responsible bidder, or reject all bids and re-advertise the project for rebidding. If the second lowest responsible bidder refuses or fails to execute the contract, the Owner may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, each such bidder's guarantees shall be likewise forfeited to the Owner.

ISSUANCE OF NOTICE TO PROCEED: The Owner intends to execute the Agreement and issue the Notice to Proceed specifying the Project start date within ten calendar days after its receipt of the executed Agreement, Purchase Order Assignment(s), (if applicable), bonds and insurance certificates from the successful bidder. If the Contract Time is expressed as a specific completion date in the Notice Inviting Bids and paragraph 3.1 of the Agreement rather than a specific number of successive days following the start date identified in the Notice to Proceed, then any delay by the Owner beyond the ten days in issuing the Notice to Proceed shall extend the completion date by the number of days of the delay.

LICENSES: Contractor must be licensed as a business qualified to do business within the state of Utah prior to issuance of a Notice of Award. Contractor must hold a current contractor's license with classifications appropriate to the work being contracted.

BID

BID TO: JORDAN VALLEY WATER CONSERVANCY DISTRICT

The undersigned Bidder hereby proposes to furnish all plant machinery, labor, services, materials, equipment, tools, supplies, transportation, utilities, and all other items and facilities necessary to perform all work required under the Bidding Schedule of the Owner's Contract Documents entitled "Terminal Reservoir Gearbox Replacement Basin 3" drawings and all addenda issued by said Owner prior to opening of the bids.

Addenda are only of	delivered by e-mail an	d through the in	ternet.
The undersigned bid	lder acknowledges rece	eipt of the following	ng addenda:
No.	Date Received	No.	Date Received
he will execute the anstructions to Bidder Drawings, and all ad will secure the requertificates; and that furnished by Bidder provided, that if Bidder bonds, and furnished befurnished, shall be furnished, shall become	Agreement in the requers, Bid, Information Rolldenda issued by Owner uired insurance and it upon failure to do so shall be forfeited to Owner shall execute the Agreement to him withing ome void. It is further upon the required insurance the required to him withing the reductions.	ired form, of whice equired of Bidde er prior to the oper bonds and furnion within said tingundrate greement, secured a certificates with the five days there anderstood that the	Notice of Award from Owner ich the Notice Inviting Bids er, Technical Specifications ening of bids, are a part, and ish the required insurance ne, then the bid guarantee of damages for such failure the required insurance and hin said time, his check, it eafter, and the bid bond, it is bid may not be withdrawrof, unless otherwise required
Dated:			
Bidder:	 		
	Ву	·	
			(Signature)

Bidder further agrees to complete all work required within the time stipulated in the Contract Documents, and to accept in full payment therefore the price(s) named in the above-mentioned Bidding Schedule(s).

BID Bid Schedule: Terminal Reservoir Gearbox Replacement Basin 3

Item No.	Description	Unit	Oty	Amount
1	Removal and disposal of existing 60-inch inlet valve gearbox	Lump Sum	1	\$
2	Removal and disposal of existing 36-inch suction valve gearbox	Lump Sum	1	\$
3	Removal and disposal of existing 48-inch outlet valve gearbox	Lump Sum	1	\$
4	Furnish and install new 60-inch inlet valve gearbox	Lump Sum	1	\$
5	Furnish and install new 36-inch suction valve gearbox	Lump Sum	1	\$
6	Furnish and install new 48-inch outlet valve gearbox	Lump Sum	1	\$
	Total:			\$

Bidder (Company name):		
By:	Dated:	
(Signature)		
Name:	Title:	

ATTACHMENTS TO THIS BID

The following documents are attached to and made a condition of this Bid:

- Required Bid security in the form of Bid Bond. Information Required of Bidder. 1.
- 2.

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That	
(hereinafter called "Owner") in the sum dollars, (not less than five percent of the	e total amount of the bid) for the payment of which d ourselves, our heirs, executors, administrators
	id to Owner to perform all work required under the ntract Documents entitled "Terminal Reservoing ter called the "Project").
Project and, within the time and in the reto Bidders" enters into the written contract Documents, furnishes the required cert Performance Bond and Payment Bond contract from Owner, then this obligation in full force and effect. In the event suit is	
By:	By:
Its:	Its:
(SEAL)	(SEAL)

The Bidder shall furnish the following information. Failure to comply with this requirement may render the Bid non-responsive and subject to rejection. Additional sheets shall be attached as required.

1.	Contractor's name:
2.	Contractor's address:
	Contractor's Drive on Contact
	Contractor's Primary Contact:
	Email address of Contractor's primary contact:
	Contractor's telephone number:
3.	Contractor must be qualified and licensed to do business in Utah. Utah Department of Commerce Information Business Entity Number: Delinquent Date:
4.	Contractor must hold a current contractor's license, classification E100. Contractor's Utah License Number: Expiration Date: Primary Classification: Supplemental Classification held, if any:
5.	Key Personnel Qualifications and Experience
	List key personnel here and provide detailed information in Attachments A and B. More than one Project Manager and/or Project Superintendent may be proposed. Only personnel approved by the Owner will be allowed in the key positions.
	Project Manager A:Project Manager (Alternate 1):Project Manager (Alternate 2):

Project Manager shall have successfully completed:

- At least five (5) years construction experience.
- Two (2) projects that included butterfly valve installation with

a diameter of at least 36 inches.

Project Superintendent A:	
Project Superintendent (Alternate 1):	
Project Superintendent (Alternate 2):	

Project Superintendent shall have successfully completed:

- At least five (5) years construction experience.
- Two (2) projects that included butterfly valve installation with a diameter of at least 36 inches.

6. Previous Contractor Project Experience

Past project experience shall be provided for each requirement. The Owner shall be entitled to contact each and every reference listed by the contractor. The Contractor, by submitting a bid, expressly agrees that any information concerning the CONTRACTORS in possession of said entities and references may be made available to the owner.

Provide the information identified in Attachment C for each project which meets the minimum requirements listed below:

Requirements:

Contracting firm shall have successfully completed:

- Two (2) projects that included butterfly valve installation with a diameter of at least 36 inches.
- One (1) project that included butterfly valve installation with a diameter of at least 48 inches.

7.	Name and title of officers of Contractor's firm:
8.	Name of person who inspected site of proposed work for your firm:
Nam	ne:
	e of Inspection:
9.	Surety company who will provide the required bonds on this contract
	Agent's Name:
	Telephone:
10.	Workers Compensation Insurance Policy:

ATTACHMENT A

(Copy as necessary – provide experience that meets the requirements listed above)

Project Manager Data Sheet

Name:		
Years experienced as Project Manager:		
Years of prior experience:	Positions:	
Qualifying Project #1:		
Project Summary:		*
Diameter of Butterfly Valve(s) installed:		
Year Completed:	Total Cost:	
Owner:		
	Telephone:	
Qualifying Project #2:		
Project Summary:		*
Diameter of Butterfly Valve(s) installed:		
Year Completed:	Total Cost:	
Owner:		
Owner Contact Person:	Tolonbono:	

ATTACHMENT B

(Copy as necessary – provide experience that meets the requirements listed above)

Superintendent Data Sheet

Name:		
Years experienced as Superintendent:		
Years of prior experience:	Positions:	
Qualifying Project #1:		
Project Summary:		
Diameter of Butterfly Valve(s) installed:		
Year Completed:	Total Cost:	
Owner:		
Owner Contact Person:	Telephone:	
Qualifying Project #2:		
Project Summary:		
Diameter of Butterfly Valve(s) installed:		
Year Completed:	Total Cost:	
Owner:		
Owner Contact Person:	Telephone:	

ATTACHMENT C (Provide experience that meets the requirements listed above)

Contracting Firm Data Sheet

Name:		
Qualifying Project #1:		
Project Summary:		
Diameter of Rutterfly Valve(s) installed:		
	Total Cost:	
	Telephone:	
Qualifying Project #2:		
Project Summary:		
Diameter of Butterfly Valve(s) installed:		
Year Completed:	Total Cost:	
Owner:		
Owner Contact Person:	Telephone:	
Qualifying Project #3:		
Project Summary:		
Diameter of Butterfly Valve(s) installed:		
Year Completed:	Total Cost:	
Owner:		
Owner Contact Person:	Telephone:	

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS.

____, as Contractor, and as Surety, are held firmly bound unto the Jordan Valley Water Conservancy District hereinafter called "Owner," in the sum of \$_____ for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. WHEREAS, Contractor has been awarded and is about to enter into the annexed Agreement with Owner to perform all work required under the Bidding Schedule(s) of the Owner's Contract Documents entitled "Terminal Reservoir Gearbox Replacement Basin **NOW THEREFORE**, if Contractor shall perform all the requirements of the Agreement required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect. **PROVIDED**, that any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of the Agreement, shall not in any way release Contractor or Surety thereunder, nor shall any extensions of the time granted under the provisions of the Agreement release either the Contractor or Surety, and notice of such alterations or extensions of the work, materials or time to complete made under the Agreement is hereby waived by Surety. This Bond is furnished in compliance and in accordance with 14-1-18, Utah Code Ann., as amended, and 63-56-38 Utah Code Ann., as amended. **SIGNED AND SEALED,** this _____ day of _____, 20__. By: By: Its: _____ Its: (SEAL) (SEAL) (SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That	as Contractor, and
hereinafter called "Owner," in the sum of \$_	selves, our heirs, executors, administrators,
Agreement with Owner to perform all work re	d and is about to enter into the annexed equired under the Bidding Schedule(s) of the ninal Reservoir Gearbox Replacement Basin
equipment, or other supplies, or for rent performance of work contracted to be done law for any work or labor thereon, said Su- exceeding the sum specified above, and, in reasonable attorney's fee to be fixed by the	subcontractor, fails to pay for any materials, ral of same, used in connection with the , or for amounts due under applicable State rety will pay for the same in an amount not a the event suit is brought upon this bond, a court. This bond shall inure to the benefit of itled to file claims under applicable State law.
or changes in the time of completion, which Agreement, shall not in any way release Co extensions of time granted under the provision or the Surety, and notice of such alterations to complete made under the Agreement is	to be done or the materials to be furnished, a may be made pursuant to the terms of the ontractor or Surety thereunder, nor shall any ons of said contract release either Contractor or extensions of the work, materials or time is hereby waived by Surety. This bond is with 14-1-18 and 19 Utah Code Ann., as a amended.
SIGNED AND SEALED, this da	y of, 20
By:	By:
Its:	Its:
(SEAL)	(SEAL)
(SEAL AND NOTARIAL ACKN	OWLEDGMENT OF SURETY)

NOTICE OF AWARD

То:		
Re:	Terminal Reservoir Gearbox Replacement Basin 3	
	by notified that the OWNER has accepted your bid for the above roject in the amount of <u>\$</u> .	
Furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten calendar days from the date of this notice to you. An acknowledged copy of this Notice of Award, together with all future correspondence regarding this project, shall be sent to the District's Project Manager: <u>Jake Slater.</u>		
When the Ag receipt of the	reement is provided, sign and return it within ten calendar days from agreement.	
Dated this _	day of, 20	
	Shane Swensen, PE	
	Chief Engineer	
	ACCEPTANCE OF NOTICE	
Receipt of the	e above Notice of Award is hereby acknowledged by:	
This	day of, 20	
Signature:		
Printed Name	e:	
Title		

NOTICE TO PROCEED

То:
Re: Terminal Reservoir Gearbox Replacement Basin 3
You are hereby notified to commence work in accordance with the Agreement dated, and you are to complete the work within calendar days.
An acknowledged copy of this Notice to Proceed should be returned to the Owner, Attention: Jake Slater, Staff Engineer.
Dated this day of
Travis Christensen, P.E. Engineering Group Leader
ACCEPTANCE OF NOTICE
Receipt of the above Notice to Proceed is hereby acknowledged by:
This day of, 20
Signature:
Printed Name:
Title.

PAY	MENT APPLICATION	AND CERTIFICATE No.	DATE:	
			SHEET _	OF
PER	IOD FROM	TO	, 20	
PRO	JECT: Terminal Rese	ervoir Gearbox Replaceme	nt Basin 3	
JVW	CD PROJECT NO.: 4	377		
CON	ITRACTOR:			
	INEER:			
		 		
1.	ORIGINAL CONTRA	ACT PRICE:	\$_	
2.	NET CHANGE ORD (Attach Summary SI	DERS APPROVED TO DAT neet)	TE: \$	
3.	REVISED CONTRA (Sum of Lines 1 & 2)	CT AMOUNT:)	\$	
4.	TOTAL VALUE OF (Attached Payment)	WORK COMPLETED TO เ Breakdown)	DATE \$	
5.		CT COMPLETE:and multiply by 100)		
6.	LESS AMOUNT RE	TAINED (5%)	\$	
7.	MATERIALS ON HA (95% of Value, Listin	ND ng Attached)	\$	
8.	SUBTOTAL (Sum of	f Lines 4, Line 6 and Line 7	7)\$_	
9.	LESS PREVIOUS P	AYMENTS	\$	
10.	CURRENT PAYMEI (Line 8 & 9)	NT DUE:	\$_	

Payme	ent Application and Certificate No	SHEET OF	
	CONTRACTOR'S Certification:		
	The undersigned CONTRACTOR certifies the received from OWNER on account of work herein have been applied to discharge in incurred in connection with work covered numbered 1 through inclusive; and incorporated in said Work or otherwise listed Payment will pass to OWNER at time of pay security interests and encumbrances (except to OWNER).	k done under the Contract referred to full all obligations of CONTRACTOR d by prior Applications for Paymer (2) title to all materials and equipmer ed in or covered by this Application for the ment free and clear of all liens, claims	R nt nt or s,
Dated:	: CONTRACTOR	:	_
	Ву:		-
	Engineer's Recommendation:		
	This Application (with accompanying documents and payment of recommended.		
		<u>ENGINEER</u>	
Dated		Project Representative	_
Dated			_
		Project Manager	

CHANGE ORDER

Change Order No	
Date:	
Page of	
NAME OF PROJECT: Terminal Reservoir Gearbox Replacement Basin 3	
PROJECT NUMBER: 4377	
CONTRACTOR:	
CONTRACT DATE:	
The following changes are hereby made to the CONTRACT DOCUMENTS:	
1)	
2)	
3)	
Total Change to CONTRACT PRICE:	. \$
Original CONTRACT PRICE:	. \$
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S)	. \$
The new CONTRACT PRICE including this CHANGE ORDER will be	. \$
The CONTRACT TIME will be increased by calendar days.	
The date for Substantial Completion will be, 20	

The Contractor agrees to furnish all labor and materials and perform all work as necessary to complete the change order items for the price named herein, which includes all supervision and miscellaneous costs. This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this change order the Contractor agrees that the change order represents an equitable adjustment to the Contract, and further agrees to waive all right to file a claim arising out of or as a result of this change. This document will become a supplement to the Contract, and all provisions will apply hereto, upon approval by the Owner.

CHANGE ORDER (CONTINUED)

	Change	hange Order No	
	Date: _		
		Page	of
Recommended:			
	Engineer – JVWCD		Date
Accepted:			
	Contractor -		Date
Approved:			
	Owner - Jordan Valley Water Conservancy Distri	ct	Date

CONTRACTOR'S CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER

TO: Jordan Valley Water Conservancy District 8215 South 1300 West

West Jordan, Utah 84088
PROJECT: Terminal Reservoir Gearbox Replacement Basin 3
ATTENTION:
FROM:
Firm or Corporation
This is to certify that I, am an authorized official working in the capacity of
and have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject contract:
I know of my own personal knowledge, and do hereby certify, that the work of the contract described above has been substantially performed and all materials used and installed to date are in accordance with, and in conformity to, the contract drawings and specifications. A list of all incomplete work is attached.
The Contractor hereby releases the Owner and its agents from all claims of and liability to the Contractor for anything done or furnished for or relating to the work, as further provided in Article 14.08B of the General Conditions, except demands against the Owner for the remainder of progress payments retained to date, and unresolved written claims prior to this date.
The contract work is now substantially complete, ready for its intended use, and ready for your inspection. You are requested to issue a Certificate of Substantial Completion.
SIGNATURE:
DATE:

CONTRACTOR'S CERTIFICATE OF FINAL COMPLETION

OWNER

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

I understand that neither the issuance by the Engineer of a Notice of Completion, nor the acceptance thereof by the Owner, shall operate as a bar or claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.

SIGNATURE:	
DATE:	

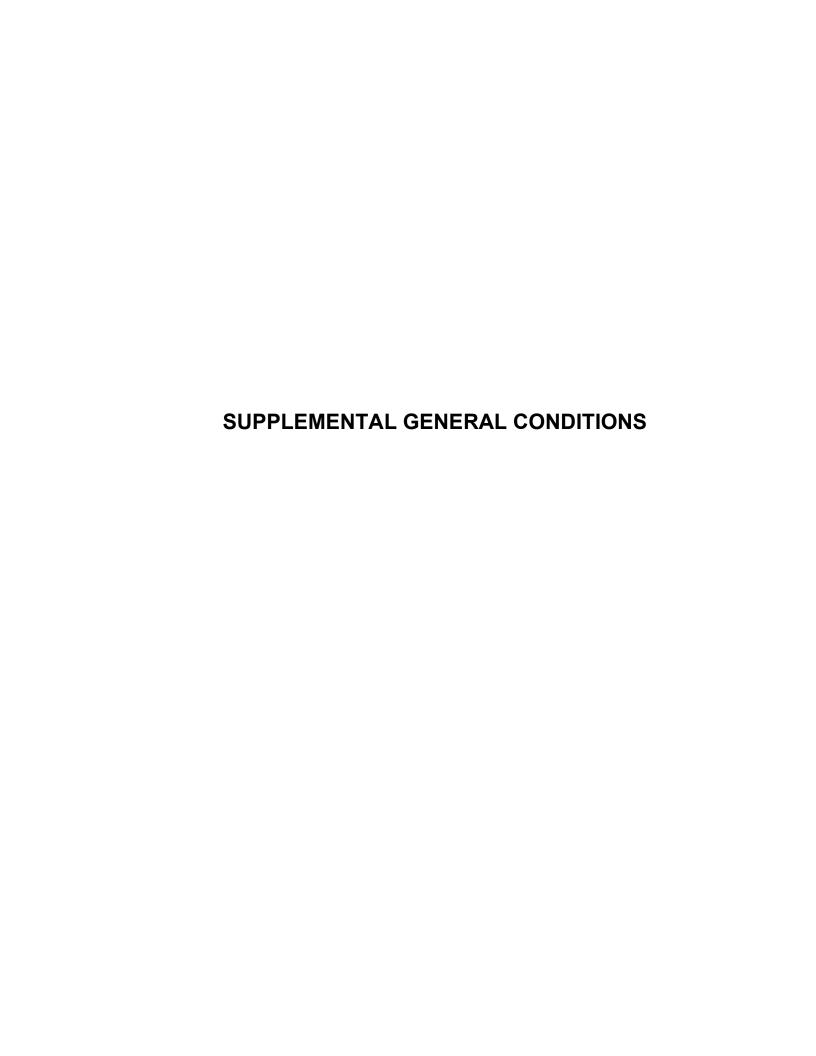
CONSENT OF SURETY FOR FINAL PAYMENT

LOCATION:	oir Gearbox Replacement basin 3
TYPE OF CONTRACT:	
AMOUNT OF CONTRACT:	
In accordance with the provisions of the Contractor, the following named s	the above-named contract between the Owner and surety:
on the Payment Bond of the following	g named Contractor:
payment to the Contractor shall not re	o the Contractor, and further agrees that said fina relieve the Surety Company named herein of any o Owner (as set forth in said Surety company's bond)
IN WITNESS WHEREOF, the Surety day of, 20	Company has hereunto set its hand and seal this
	(Name of Surety Company)
	(Signature of Authorized Representative)
	(Name of Authorized Representatives)
	(Title)

AFFIDAVIT OF PAYMENT

To All Whom It May Concern:

Conservancy District to furnish labor and	
• •	oir Gearbox Replacement Basin 3", in the County ordan Valley Water Conservancy District is the
as the Contractor for the above-name Contract hereby certifies that, except as satisfied all obligations for all materials a services performed, and for all known including arising in any manner in corrections.	day of, 20, the undersigned, d Contract pursuant to the Conditions of the listed below, he has paid in full or has otherwise and equipment furnished, for all work, labor, and lebtedness and claims against the Contractor for nnection with the performance of the Contracter or his property might in any way be held
EXCEPTIONS: (If none, wr Contractor shall furnish bond satisfactory	ite "None". If required by the Owner, the y to the Owner for each Exception.)
	Contractor (Name of sole ownership, corporation or partnership)
(affix corporate seal here)	
	(Signature of Authorized Representative)
	Title:



ARTICLE 17- GENERAL

17.01 GENERAL

- 1. These Supplemental General Conditions amend or supplement the General Conditions of the Contract and any other provisions of the Contract Documents as indicated herein. All provisions which are not so amended or supplemented remain in full force and effect.
- 2. The terms used in these Supplemental General Conditions which are defined in the General Conditions of the Contract have the meanings assigned to them in the General Conditions of the Contract herein.

17.02 SUPPLEMENTAL DEFINITIONS

1. ENGINEER

The "Engineer" is

JVWCD

17.03 TESTING COSTS

1. Paragraph 13.03 of the General Conditions is amended as follows: the CONTRACTOR shall pay all testing costs. The Owner reserves the right to have additional tests performed by a testing organization selected by the OWNER and at the OWNER's expense.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 18 - AMOUNTS OF LIQUIDATED DAMAGES, BONDS AND INSURANCE

18.01 AMOUNT OF LIQUIDATED DAMAGES

A. As provided in Article 14.07 of the General Conditions, the Contractor shall pay to the Owner as liquidated damages the amount of \$1,000 for each calendar day's delay beyond the Contract Time for substantial completion, liquated damages shall apply to each site stipulated in the Contract Documents. The Contractor shall pay to the Owner as liquidated damages the amount of \$200 for each calendar day's delay beyond 45 calendar days from the date of substantial Completion until the Engineer issues the Notice of Final Completion.

18.02 PERFORMANCE AND OTHER BOND AMOUNTS

A. The CONTRACTOR shall furnish a satisfactory Performance Bond in the amount of 100 percent of the Contract Price and a satisfactory Payment Bond in the amount of 100 percent of the Contract Price.

18.03 INSURANCE AMOUNTS

The limits of liability for the insurance required by Paragraph 5.02 of the General Conditions shall provide for not less than the following amounts or greater where required by Laws and Regulations:

- A. <u>Workers' Compensation</u> under Paragraph 5.02B.1 of the General Conditions:
 - 1. State: Utah Statutory
- B. <u>Comprehensive General Liability</u>: (under Paragraph 5.02B.2 of the General Conditions):
 - 1. Bodily Injury (including completed operations and products liability):

<u>\$ 500,000</u>	Each Occurrence
\$ <u>1,000,000</u>	Annual Aggregate

Property Damage:

A 500 000

\$ <u>500,000</u>	Each Occurrence
\$_1,000,000	Annual Aggregate
or a combined single limit of	\$1,000,000

SUPPLEMENTAL GENERAL CONDITIONS

- 2. Property Damage liability insurance including, Explosion, Collapse and Underground coverages, where applicable.
- 3. Personal Injury, with employment exclusion deleted

\$ 1,000,000

Annual Aggregate

- C. <u>Comprehensive Automobile Liability</u>: (Under Paragraph 5.02B.3 of the General Conditions:)
 - 1. Bodily Injury

\$<u>500,000</u> \$<u>1,000,000</u> Each Person

Each Occurrence

2. Property Damage:

\$ 500,000

Each Occurrence

or combined single limit of

\$1,000,000

D. <u>Builders Risk</u>: Not required.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 19 - PHYSICAL CONDITIONS AND WEATHER DELAYS

19.01 INCLEMENT WEATHER DELAYS

A. The Contractor's construction schedule shall be based upon the inclusion of at least five (5) day(s) of inclement weather delays. Reference Article 12, paragraph 12.02 of the General Conditions for additional requirements.

SUPPLEMENTAL GENERAL CONDITIONS ARTICLE 20 - SUBCONTRACT LIMITATIONS

20.01 SUBCONTRACT LIMITATIONS

A. In addition to the provisions of Paragraph 6.05 of the General Conditions, the CONTRACTOR shall perform not less than 20 percent of the WORK with its own forces (i.e., without subcontracting). The 20 percent requirement shall be understood to refer to the WORK, the value of which totals not less than 20 percent of the Contract Price.

ARTICLE 21 - MISCELLANEOUS

21.01 PATENTS AND COPYRIGHTS

The Contractor shall indemnify and save harmless the Owner, the Engineer, and their officers, agents, and employees, against all claims or liability arising from the use of any patented or copyrighted design, device, material, or process by the Contractor or any of his subcontractors in the performance of the work.

TECHNICAL SPECIFICATIONS

PART 1 - GENERAL

101.01 **GENERAL**

A. The WORK to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, and water for the performance of all labor, WORK, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents.

101.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The WORK of this Contract includes the replacement and replacement of three (3) butterfly valve gearboxes in accordance with these specifications. Appurtenant items include but are not limited to:
 - 1. Removal and disposal of existing gearboxes.
 - 2. Supply and installation of new valve gearboxes and associated apparatuses as specified.
 - 3. Modifications, as required, to couple new gearboxes to existing valves and use the existing roof penetration.
 - 4. Clean and restore the facility to its pre-construction condition.

101.03 CONTRACT METHOD

- A. The WORK, hereunder, will be constructed based on lump sum prices.
- B. The CONTRACTOR shall include the General Conditions and Supplementary General Conditions of the Contract as a part of all of its subcontract agreements.

101.04 WORK BY OTHERS

A. INTERFERENCE WITH WORK ON UTILITIES:

The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

101.05 WORK SEQUENCE

- A. WORK under the Contract shall be scheduled and performed in such a manner as to result in the least possible disruption of water service.
- B. The CONTRACTOR shall have all of his materials necessary to make a connection present at the site of WORK prior to interrupting water service, if any interruption becomes necessary.
- C. The CONTRACTOR shall give notice to the OWNER of intent to start WORK at least 14 days prior to mobilization to the site. The OWNER will then notify the affected parties and assist by isolating any necessary valves. The CONTRACTOR shall not operate any of the OWNER's valves.
- D. WORK shall be performed during November 13, 2025 through May 31, 2026. All work shall be completed prior to May 31st and testing shall be performed at the start of the irrigation season.

101.06 CONTRACTOR USE OF PROJECT SITE

- A. The CONTRACTOR's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices.
- B. The CONTRACTOR shall limit construction operations to areas within the public right-of-way of the OWNER's easements described in the drawings and shall maintain public access to driveways.

101.07 OWNER USE OF THE PROJECT SITE

A. When the CONTRACTOR'S WORK involved rehabilitation of or extension to the existing facilities, the OWNER may utilize all or part of the existing site and existing facilities during the entire period of construction for the conduct of the OWNER'S normal operations. The CONTRACTOR shall cooperate with the OWNER/ENGINEER to minimize interference with the CONTRACTOR'S operations and to facilitate the OWNER'S operations. In any event, the OWNER shall be allowed access to the project site during the period of construction.

101.08 PROJECT MEETINGS

A. PRECONSTRUCTION CONFERENCE:

Prior to the commencement of WORK at the site, a preconstruction conference will be held at a mutually agreed time and place which shall be attended by the CONTRACTOR, its superintendent, and its subcontractors as appropriate. Other attendees will include OWNER Representative, ENGINEER and designated

project representative, representatives of other utilities affected by the WORK, others as requested by CONTRACTOR, OWNER, or ENGINEER.

- B. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. This agenda will include the following:
 - 1. CONTRACTOR'S tentative schedules.
 - 2. Transmittal, review, and distribution of CONTRACTOR's submittals.
 - 3. Processing applications for payment.
 - 4. Maintaining record documents.
 - 5. Critical Work sequencing.
 - 6. Field decisions and Change Orders.
 - 7. Use of project site, office and storage areas, security, housekeeping, and OWNER's needs.
 - 8. Major equipment deliveries and priorities.
 - 9. CONTRACTOR's assignments for safety and first aid.
- C. The ENGINEER will conduct the preconstruction conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.
- D. PROGRESS MEETINGS:

The CONTRACTOR shall schedule and hold regular on-site progress meetings at least weekly and at other times as requested by ENGINEER or as required by progress of the WORK. The CONTRACTOR, ENGINEER, and OWNER shall be represented at each meeting. CONTRACTOR may at its discretion request attendance by representatives of its suppliers, manufacturers, and subcontractors.

E. The CONTRACTOR shall conduct the meetings and provide for keeping and distribution of the minutes. The purpose of the meetings will be to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

101.01 **SCOPE**

A. Payment for various items of the Bid Sheets, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the item of WORK being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of WORK.

101.02 APPLICATION FOR PAYMENT

A. Application for Progress Payment shall be submitted in accordance with Article 14 of the General Conditions of this Contract.

101.03 LUMP SUM ITEMS

- A. No separate measurement of quantities will be made for those items of WORK performed on a lump sum basis, but the item will be constructed, complete, as required to complete the WORK shown on the Drawings and as described in the Specifications.
- B. Bid prices for lump sum items represent the total cost to the OWNER. Such price shall constitute full compensation for furnishing and placing of materials required to complete the item, and for all labor, equipment, tools and incidentals needed to complete the WORK in conformity with the plans and specifications.

SECTION 01025 - MEASUREMENT AND PAYMENT

101.04 UNIT PRICE ITEMS

A. Determination of the actual quantities and classifications of Unit Price WORK performed by CONTRACTOR will be made by the ENGINEER in accordance with individual sections of specifications. Payment will be for actual quantities and at the price stated in the Bid. Estimated quantities in the Bid are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 01300 - CONTRACTOR SUBMITTALS

PART 1 - GENERAL

101.01 **REQUIREMENT**

- A. Wherever submittals are required hereunder, all such submittals by the CONTRACTOR shall be submitted to the ENGINEER.
- B. Within 14 days after the award of Construction Contract, the CONTRACTOR shall submit the following items to the ENGINEER for review:
 - 1. A preliminary construction schedule indicating the starting and completion dates of the various stages of the WORK.
 - 2. One electronic copy of the manufacturer's technical submittal information for the following items:
 - a. Butterfly valve gearboxes.
 - b. Pipe specials, fittings, couplings, and additional waterline apparatuses.
 - c. Paint and coating systems.
 - 3. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.
 - 4. CONTRACTOR shall verify all submitted items meet the project specifications prior to submission of submittals to the ENGINEER for review.

101.02 CONTRACTOR'S SCHEDULES

A. TIME OF SUBMITTALS:

At the preconstruction conference, the CONTRACTOR shall submit for acceptance by the ENGINEER, a preliminary construction schedule for the WORK, showing its general plan for orderly completion of the WORK, showing its general plan for orderly completion of the WORK and showing in detail its planned mobilization of plant and equipment, sequence of early operations, and timing of procurement of materials and equipment. The construction schedule produced and submitted shall indicate a project completion date on or before the contract completion date. The ENGINEER within 14 days after receipt of the preliminary construction schedule, shall meet with a representative of the CONTRACTOR to review the preliminary

SECTION 01300 - CONTRACTOR SUBMITTALS

plan and construction schedule. After review by ENGINEER, revise and resubmit as required.

B. CONSTRUCTION SCHEDULE REVISIONS:

Submit revised schedules with each Application of Payment, reflecting changes since previous submittal.

101.03 PROPOSED SUBSTITUTES OR EQUAL ITEMS

- A. For convenience in designation in the Contract Documents, any material, product, or equipment to be incorporated in the WORK may be designated under a brand or trade name or the name of a manufacturer and its catalog information. The use of any substitute material, product, or equipment which is equal in quality and utility and possesses the required characteristics for the purpose intended will be permitted, subject to the following requirements:
 - 1. The burden of proof as to the quality and utility of any such substitute material, product, or equipment shall be upon the CONTRACTOR.
 - 2. The ENGINEER will be the sole judge as to the quality and utility of any such substitute decision shall be final.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

101.01 SITE INVESTIGATION AND CONTROL

- A. The Contractor shall verify all dimensions the field and shall check field conditions continuously during construction. The Contractor shall solely be responsible for any inaccuracies built into the work due to his failure to comply with this requirement.
- B. The Contractor shall inspect related and appurtenant work and shall report in writing to the ENGINEER any conditions which will prevent proper completion of the work. Failure to report any such condition shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor at his sole cost and expense.

101.02 DESCRIPTION OF WORK

- A. The work shall be conducted under the general observation of the ENGINEER and shall be subject to inspection by representatives of the OWNER to ensure strict compliance with the requirements of the Contract Documents. Such inspection may include mill, plant, shop of field inspection, as required. The ENGINEER shall be permitted access to all parts of the WORK, including plants where materials or equipment are manufactured or fabricated.
- B. The presence of the ENGINEER or any inspector(s), however, shall not relieve the Contractor of the responsibility for the proper execution of the WORK in accordance with all requirements of the Contract Documents. Compliance is a duty of the Contractor and said duty shall not be avoided by any act or omission on the part of the ENGINEER or any inspector(s).
- C. All materials and articles furnished by the Contractor shall be subject to rigid inspection, and no materials or articles shall be used in the WORK until they have been inspected and accepted by the ENGINEER or his authorized representative. No WORK shall be backfilled, buried, cast in concrete, hidden, or otherwise covered until it has been inspected by the ENGINEER or is authorized representative. Any WORK so covered in the absence of inspection shall be subject to uncovering. Where uninspected WORK cannot be uncovered, such as in concrete cast over reinforcing steel, all such WORK shall be subject to demolition, removal, and reconstruction under proper inspection, and no addition payment will be allowed, therefore.

SECTION 01400 - QUALITY CONTROL

101.03 TIME OF INSPECTION AND TESTS

A. Except as otherwise provided in these specifications, performance of the required tests will be by the OWNER, and all costs therefore will be borne by the OWNER at no cost to the Contractor; except, that the costs of any test which shows unsatisfactory results shall be borne by the Contractor. Whenever the Contractor is ready to backfill, bury, cast in concrete, hide, or otherwise cover any WORK under the contract, he shall notify the ENGINEER not less than 24 hours in advance to request inspection before beginning any such WORK of covering. Failure of the Contractor to notify the ENGINEER at least 24 hours in advance of any such inspection shall be reasonable cause for the ENGINEER to order a sufficient delay in the Contractor's schedule to allow time for such inspections and any remedial or corrective WORK required, and all costs of such delays, including its effect upon other portions of the WORK, shall be borne by the Contractor.

101.04 RIGHT OF REJECTION

- A. The ENGINEER, acting for the OWNER shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of these specifications, regardless of whether the defects in such articles of materials are detected at the point of manufacture or after completion of the WORK at the site. If the ENGINEER or inspector, through an oversight or otherwise, as accepted materials or WORK which is defective or which is contrary to the specifications, such material, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected by the ENGINEER for the OWNER.
- B. The Contractor shall promptly remove rejected articles or materials from the site of the WORK after notification of rejection.
- C. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 1 - GENERAL

101.01 **GENERAL**

A. The Contractor shall provide and maintain adequate construction facilities and perform the necessary work to minimize the impact and inconvenience of the construction activities.

101.02 SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures in accordance with Part 1926 of the OSHA Standards for Construction.

101.03 BARRIERS AND ENCLOSURES

- A. Provide as required to prevent public entry to construction areas, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades as required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide barriers around trees and plants designated to remain. Protect against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water.

101.04 PROTECTION OF INSTALLED WORK

- A. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage. Repair or replace at OWNER's option any installed work damaged by traffic, the public, or Work operations.
- B. Prohibit traffic on restored lawn and landscaped areas.

101.05 DUST, WATER AND NOISE CONTROL

- A. Surface Water, Erosion and Sediment Control:
 - 1. Surface water shall be controlled so that the construction area is not allowed to become wet from runoff from adjacent areas. Surface water shall be directed away from these areas but not directed toward adjacent property, buildings, or any improvement that may be damaged by water. Surface water shall not be allowed to enter sanitary sewers.
 - 2. Maintain excavations free of water. Provide and operate pumping equipment.
 - 3. Prevent erosion and sedimentation.
 - 4. Provide temporary measures such as beams, dikes, and drains, to prevent water flow.

B. DUST CONTROL:

- 1. Dust control measures shall be implemented by application of water to all work areas, storage areas, haul and access roads, or other areas affected by construction.
- 2. All work shall be in compliance with the Federal, State, and local air pollution standards, and not cause a hazard or nuisance to personnel and the public in the vicinity of the work.
- 3. Provide and operate at least one mobile tank sprinkling unit or other positive means to prevent air-borne dust from dispersing into atmosphere.
- 4. Other methods of dust control for haul and access roads may include chemical treatment, light bituminous treatment or other method as approved by the ENGINEER.
- 5. Execute work by methods to minimize raising dust from construction operations.

C. NOISE CONTROL:

1. Execute construction between the hours as allowed unless otherwise approved by OWNER.

101.06 CONSTRUCTION CLEANING

- A. All public and private areas used as haul roads shall be continuously maintained and cleaned of all construction caused debris such as mud, sand, gravel, soils, pavement fragments, sod, etc. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately, and the area cleaned.
- B. Public roads shall be maintained in accordance with applicable ordinances and regulations.
- C. Through all phases of construction, including suspension of work, and until final acceptance of the project, the Contractor shall keep the work site clean and shall remove daily all refuse, dirt, damaged materials, unusable materials, and all other trash or debris that he has created from his construction activities.
- D. Materials and equipment shall be removed from the site as soon as they are no longer necessary; and upon completion of the work and before final inspection, the entire work site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the Contractor's Bid.

101.07 **PROJECT IDENTIFICATION**

A. NOT USED

101.08 TRAFFIC REGULATION

- A. Comply with all requirements of the applicable governmental organization responsible for regulating traffic including creating, submitting for review approval, and maintaining an appropriate traffic control plan.
- B. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and OWNER's operations.
- C. Monitor parking of construction personnel's vehicles. Maintain vehicular access to and through parking areas.
- D. Prevent parking on or adjacent to access roads or in non-designated areas.
- E. Provide trained and equipped flagmen to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- F. Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

- G. Consult with authorities, establish public thoroughfares to be used for haul routes and site access.
- H. Confine construction traffic to haul routes and designated construction limits.
- I. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.
- J. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
- K. Relocate as work progresses, to maintain effective traffic control.
- L. Maintain traffic flow to private driveway during entire contract period.
- M. Post-mounted traffic control and informational signs, traffic cones and drums, flagman equipment: as approved by local jurisdictions.
- N. Where local jurisdictions have no requirements, construct, and erect according to "Manual on Uniform Traffic Control Devices for streets and Highway" (MUTCD).
- O. Remove equipment and devices when no longer required. Repair damage caused by installation. Remove post settings to a depth of three feet.

101.09 FIELD OFFICE

A. NOT USED

101.10 **REMOVAL**

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities. Remove underground installations to a depth of two feet; grade site as indicated. Restore existing facilities used during construction to specified, or to original, condition.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

101.01 **GENERAL**

A. It is the responsibility of the Contractor to provide products as specified in the Contract Documents free from manufacturer defects or damage from shipping.

101.02 PRODUCTS

- A. Products include all material, equipment, and systems.
- B. Comply with specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a specification section shall be the same and shall be interchangeable.
- D. Do not use products removed from an existing structure, pipeline, etc., except as specifically required, or allowed, by Contract Documents.

101.03 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition.
- B. Provide equipment and personnel to handle products by methods to prevent damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

101.04 STORAGE AND PROTECTION

A. Store products in accordance with manufacturer's instructions. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.

SECTION 01600 - MATERIAL AND EQUIPMENT

- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.

101.05 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only; Any product meeting those standards.
- B. Products Specified by Naming One or More Manufacturers with a Provision of Substitutions: Submit a request for substitution for any manufacturer not specifically named.
- C. Product Specified by Naming Several Manufacturers: Products of named manufacturers meeting specifications: no options, or substitutions allowed.
- D. Products Specified by Naming Only One Manufacturer: No options, no substitutions allowed.

101.06 PRODUCTS LISTS

A. Within 10 days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number (if applicable) of each product.

101.07 SUBSTITUTIONS

A. Only within 15 days after date established in Notice to Proceed will ENGINEER consider requests from Contractor for substitutions. Subsequently, substitutions will be considered only when a product becomes unavailable due to no fault of Contractor.

SECTION 01600 - MATERIAL AND EQUIPMENT

- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. Request constitutes a representation that Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - 2. Will provide the same warranty for substitution as for specified product.
 - 3. Will coordinate installation and make other changes which may be required for WORK to complete in all respects.
 - 4. Waives claims for additional costs which may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require substantial revision of Contract Documents.
- E. ENGINEER will determine acceptability of proposed substitution and will notify Contractor of acceptance or rejection in writing within a reasonable time.
- F. Only one request for substitution will be considered for each product. When substitution is not accepted, Contractor must provide specified product.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

101.01 CLOSEOUT PROCEDURES

- A. Comply with procedures stated in General Conditions of the Contract for issuance of Certificate of Substantial Completion.
- B. When Contractor considers WORK has been reached final completion, submit written certification that Contract Documents have been reviewed, WORK has been inspected, and that WORK is complete in accordance with Contract Documents and ready for ENGINEER's review.
- C. In addition to submittals required by the conditions of the Contract, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
- D. ENGINEER will issue a final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order.

101.02 FINAL CLEANING

- A. Execute prior to final inspection.
- B. Clean and flush drainage systems.
- C. Clean site; sweep paved areas, rake clean other surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.

101.03 PROJECT RECORD DOCUMENTS

- A. Provide completed record drawings and other required closeout documents prior to requesting final payment.
- B. Store record documents separate from those used for construction.
- C. Keep documents current; do not permanently conceal any WORK until required information has been recorded.
- D. At Contract closeout, submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

SECTION 01700 - CONTRACT CLOSEOUT

101.04 OPERATION AND MAINTENANCE DATA

- A. Provide data for:
 - 1. Mechanical equipment and controls.
 - 2. Painting and coating systems.
- B. Submit digital copy of the operation and maintenance manuals prior to requesting final payment for the project.

101.05 MAINTENANCE AND GUARANTEE

- A. The Contractor shall comply with the maintenance and guarantee requirements contained in Article 13.01 of the General Conditions.
- B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the Contractor which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work unless the Contractor shall have obtained a statement in writing from the affected private owner or public agency releasing the OWNER from further responsibility in connection with such repair or resurfacing.
- C. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the OWNER. If the Contractor fails to make such repairs or replacements promptly, the OWNER reserves the right to do the WORK and the Contractor and his surety shall be liable to the OWNER for the cost thereof.
- D. Comply with General Conditions and ordinances of local jurisdictions having authority.
- E. Make periodic inspections during guarantee period and correct defective work or correct defective work as directed by the OWNER or appropriate governing authority.

SECTION 01700 - CONTRACT CLOSEOUT

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 01720 - RECORD DRAWINGS

PART 1 - GENERAL

101.01 RECORD DRAWINGS

- A. The CONTRACTOR shall keep and maintain, at the job site, one record set of drawings. On these, it shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings, said record drawings shall be supplemented by any detailed sketches as necessary or directed to indicate, fully, the WORK as actually constructed. These master record drawings of the CONTRACTOR's representation of as-built conditions, including all revisions made necessary by addenda, change orders, and the like shall be maintained up-to-date during the progress of the WORK.
- B. In the case of those drawings which depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the record drawings shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.
- C. Record drawings shall be accessible to the ENGINEER at all times during the construction period and shall be delivered to the ENGINEER upon completion of the WORK.
- D. Requests for partial payments will not be approved if the record drawings are not kept current, and not until the completed record drawings, showing all variations between the WORK as actually constructed and as originally shown on the Contract Drawings or other Contract Documents, have been inspected by the ENGINEER.
- E. Final payment will not be approved until the CONTRACTOR-prepared record drawings have been delivered to the ENGINEER. Said up-to-date, record drawings may be in the form of a set of prints with carefully plotted information overlaid in pencil.
- F. Upon substantial completion of the WORK and prior to final acceptance, the CONTRACTOR shall complete and deliver a complete set of record drawings to the ENGINEER for transmittal to the OWNER, conforming to the construction records of the CONTRACTOR. This set of drawings shall consist of corrected plans showing the reported location of the WORK. The information submitted by the CONTRACTOR and incorporated by the ENGINEER into the Record

SECTION 01720 - RECORD DRAWINGS

Drawings will be assumed to be reliable, and the ENGINEER will not be responsible for the accuracy of such information, nor for any error or omissions which may appear on the Record Drawings as a result.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 02590 - PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

PART 1 - GENERAL

101.01 GENERAL

- A. The WORK of this section includes the restoration of all existing improvements damaged or altered by the construction of the project, at no additional cost to the OWNER.
- B. Existing improvements shall include but are not limited to facilities, structures, equipment, permanent surfacing, curbs, gutters, sidewalks, planted areas, ditches, driveways, culverts, fences, walls, signs, mailboxes, and sprinkling appurtenances. All improvements shall be reconstructed to equal or better, in all respects, the existing improvements removed. Said existing improvements shall be reconstructed in accordance with the notes and details shown on the drawings and/or the applicable provision of these Specifications.

101.02 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are trained and experienced in the type of construction required.
- B. The quality of the finished restored improvement, as determined by the OWNER, shall be of equal or better quality than was said improvement prior to being damaged or removed.

PART 2 - PRODUCTS

202.01 MATERIALS - GENERAL

- A. As required to complete the restoration of existing improvements and shall be at least equal to original improvement at the time of damage or removal, as determined by the OWNER of said improvement, and shall match original construction in finish and dimension.
- B. Shall be in accordance with requirements of local jurisdiction having authority. Obtain approval of all materials from local jurisdiction having authority prior to ordering or delivering.

PART 3 - EXECUTION (Not Used)

SECTION 09900 - PAINTING AND FINISHES

PART 1 - GENERAL

101.01 **DESCRIPTION**

A. The WORK included in this section includes surface preparation, furnishing and applying paints and coatings to the exterior surfaces of piping, valves, and fittings located in vaults, or as indicated on the drawings.

101.02 REFERENCES AND STANDARDS

- A. Work covered by this specification shall meet or exceed the provisions of the latest editions of the following codes and standards in effect at the time of award of the contract:
 - 1. OSHA Occupation Safety and Health Act: State of Utah and Federal

101.03 SUBMITTALS

A. CONTRACTOR shall supply shop drawings for approval on all paint materials prior to installation.

PART 2 - PRODUCTS

201.01 PAINT, SEALERS AND SURFACE FINISH MATERIALS

- A. Paint for Exposed Piping: Exposed metal piping, fittings and valves shall be coated with a high solids two component epoxy coating system. The epoxy coating shall be PPG AMERLOCK 400 or approved equal. Color to match existing piping.
- B. Epoxy coating applied to immersed surfaces that contact potable water shall be NSF certified for potable water contact.

PART 3 - EXECUTION

301.01 SURFACE PREPARATION

A. All surfaces which receive paint or other coatings shall be prepared in accordance with the recommendations of the manufacturer of the material being used. Any loose coating, or corrosion scale on existing piping shall be completely removed with wire brushing, sand blasting or other approved methods.

SECTION 09900 - PAINTING AND FINISHES

301.02 APPLICATION

- A. Exposed metal piping, fittings and valves shall be painted in accordance with the manufacturer's recommendation and the resulting coating dry film thickness shall be not less than 7 mils.
- B. Field apply primer and topcoat to bolts (head & tail), nuts, fittings, and valves to match existing piping topcoat. Contractor shall not apply coating to equipment tags or name plates.
- C. Each coat shall be free of runs, skips or "holidays". All excess paint and/or drips on floors, walls, and other surfaces which are not designated for paint shall be removed.
- D. All work shall be done in accordance with the manufacturer's recommendation.

PART 1 - GENERAL

101.01 THE REQUIREMENT

- A. The Contractor shall provide all tools, supplies, materials, equipment and all labor necessary for furnishing, coating, installing, adjusting, and testing of all valves, actuators and appurtenant work, complete and operable, all in accordance with the requirements of the Contract Documents.
- B. All valves shall be furnished with pressure classes equal to or better than the pressure class of the pipe with which the valves are to be used. Unless otherwise specified, each valve body shall be tested under a test pressure equal to twice its design water-working pressure. The design working pressure for Terminal Reservoir is 15 psi but may experience a maximum pressure of 70 psi.

101.02 RELATED WORK SPECIFIED ELSEWHERE

A. Pipe, Fittings, Valves and Operators:

Division 15 as applicable.

B. Protective Coating: 09900

101.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Codes

The Building Code, as referenced herein, shall be the Uniform Building Code (UBC), as specified in Section entitled, Reference Standards. 01071

ANSI/NFPA 70-1984 National Electric Code

B. Commercial Standards:

ANSI B16.7-75 Cast Iron Pipe Flanges and Flanged Fittings, Class

25, 125, 250, and 800.

ANSI B16.5-81 Pipe Flanges and Flanged Fittings, Steel Nickel

Alloy and Other Special Alloys.

ASTM A 48-83 Specification for Gray Iron Castings

ASTM B 62-82a Specification for Composition Bronze or Ounce Metal

Castings.

ASTM A 536-84 Specification for Ductile Iron Castings.

101.04 CONTRACTOR SUBMITTALS

A. Shop drawings of all valves and actuators shall be furnished as specified in Section entitled, Contractor Submittals. 01300

B. The Contractor shall submit a schedule of valves to be labeled indicating in each case the valve location and the proposed working for the label.

PART 2 - PRODUCTS

201.01 DOUBLE OFFSET BUTTERFLY VALVES

A. Hardware:

- a. All fasteners and hardware shall be type 316 stainless steel.
- b. Bolt sizes for all tapped holes shall be identified.

R Paint and Coatings:

- a. Coating damaged during removal of actuator shall be noted and properly field repaired to the satisfaction of the Owner.
- b. Coatings shall be either of the following:
 - i. An Owner approved 390-degree F plus, heat bonded fusion coated to a final dry film thickness no less than 12 mils.
 - ii. An Owner approved two-part liquid epoxy. A minimum of two separate 6 mill coats to a final dry film thickness DFT of no less than 12 mils.

C. Actuation:

- a. Manual Actuators: Actuators shall conform to ANSI/AWWA C540, subject to the following requirements. All actuators shall be self-locking worm gear type and shall hold the valve disc in the closed, open, and any intermediate position without creeping or fluttering and be supplied from known and reputable gear manufacture.
- b. New manual actuator shall meet or exceed the following criteria:

- i. Rated for IP68 continuous submersion and able to operate with up to 30 ft of head water above them
- ii. 2-inch nut operator
- iii. 60-120 turns from full close to full open
- iv. Right to close, left to open
- v. Provide sufficient spacing between the edge of the gear box and the wall of the concrete sump structure that the new manual gear box can be removed for maintenance.
- vi. Provide 316 SS machined coupling adapter if needed to attach new gearbox to existing valve.
- c. Connection of manual gear box to the existing gear box shaft so that the existing roof penetration can be maintained. The gear box shaft shall be installed with a universal joint that allows for installation at a slight angle or using an adapter to maintain use the existing roof penetration.
- d. Stainless steel bolts, nuts, and washers

D. Marking:

- e. All parts subject to disassembly prior to shipment shall be marked for identification and match marked. Match marking information shall be submitted in the O&M manual.
- f. Casting markings shall conform to the appropriate section of MSS-SP-25 each valve shall be marked with the Valve Manufacturer's name, valve size, body material, and pressure rating cast into the body of the valve. Lettering shall be a minimum of ½ inch tall and project a minimum of 1/10 inch from the body.
- g. Each individual piece of equipment shall bear a stainless-steel nameplate attached with stainless steel screws or rivets, upon which there shall be engraved or stamped the following minimal information. Painted lettering on tags shall not be accepted.
 - i. Manufacturer's name or trademark
 - ii. Manufacturer's serial number
 - <u>≡</u>iii. Size
 - iv. Pressure Rating

- E Approved Valve Actuator Manufacturers
 - a. Auma
 - b. Rotork
 - c. or approved equal

F. Manufacturer Warranty:

- a. The Valve Actuator Manufacturer shall warrant all valve actuators against material and workmanship defects for a period not less than 12 months. The warranty period shall start at installation or at no more than two months from delivery; whichever comes first. Any valve component failure during the warranty period shall be corrected by the Valve Actuator Manufacturer.
- b. The Valve Actuator Manufacturer shall have an authorized warranty service center within the continental United States of America.