

SPECIAL NOTICE

BIDDER'S ATTENTION IS CALLED TO THE FACT THAT NO BID IS COMPLETE WITHOUT THE RETURN OF THIS BOOK.

BIDS WILL BE RETURNED UNOPENED IF NOT SUBMITTED PROPERLY SEALED.

CONTRACT DOCUMENTS

The Contract Documents for this Project consist of two volumes as follows:

Volume I

- Notice Inviting Bids
- Information for Bidders
- Instructions for Preparing Bid
- Bid
- Bid Bond
- Contract
- Performance Bond
- Labor and Materials Bond
- General Conditions
- Special Provisions
- Appendix "A" - Labor Rates
- Appendix "B" - Owner & USA Contract
- Division 1 - Special Conditions
- Division 2 - Site Work
- Division 3 - Concrete

Volume 2

Plans

Any Addenda issued by the Central Utah Water Conservancy District during the time of bidding shall be attached to and become a part of the Contract Documents.

NOTICE INVITING BIDS

RECEIPT OF BIDS: Sealed bids will be received at the office of General Manager of the Central Utah Water Conservancy District, (the "OWNER" of the work), 355 West University Parkway, Orem, Utah 84058, until 2:00 P.M. MDST on November 18, 2003, for furnishing all plant, materials, and labor and performing all work for construction of the Wasatch County Water Efficiency Project (WCWEP) - **Wasatch Canal Lining** - Timp Meadows Reach for the Central Utah Water Conservancy District. The award, if made, will be within thirty (30) days after the opening of bids.

QUALIFICATION: CONTRACTOR QUALIFICATION IS REQUIRED BY THE OWNER. The QUALIFICATION STATEMENT must be submitted with the bid, completed in full. The QUALIFICATION STATEMENT will be used in evaluating the bid(s) before award will be made by the owner.

DESCRIPTION OF WORK: The construction work, in general, consists of construction of approximately 3,500 linear feet of rectangular shaped, reinforced concrete-lined canal.

SITE OF WORK: The work is located in Heber Valley, near Heber City, Utah.

COMPLETION OF WORK: Work under this contract will begin on or before the tenth day after receiving written Notice to Proceed from the Owner and must be fully completed by April 14, 2004. No time extensions will be allowed.

OPENING OF BIDS: The bids will be publicly opened and read aloud at 2:00 P.M. (MDST) Mountain Daylight Time on Thursday, November 18, 2003. Any bid received from a bidder who is not qualified, or received after the closing time for receipt of bids, will be returned.

OBTAINING CONTRACT DOCUMENTS: The Contract Documents are entitled "WASATCH COUNTY WATER EFFICIENCY PROJECT - WASATCH CANAL LINING - TIMP MEADOWS REACH."

The Contract Documents will be available on Friday, October 24, 2003, and may be examined at the following locations:

Office of the Construction Manager
Central Utah Water Conservancy District
355 West University Parkway
Orem, Utah 84058
Phone (801) 226-7139
Fax (801) 226-7150
E-Mail: Lee@CUWCD.com

Horrocks Engineers
One West Main Street
American Fork, Utah 84003
Phone (801) 763-5100
Fax (801) 756-2362
E-Mail: rexH@horrocks.com

Mountainlands Area Plan Room
583 West 3560 South, Suite 4
Salt Lake City, Utah 84115
Utah Valley Area:
1116 South State Street
Orem, Utah 84058

Intermountain Contractor
1743 West Alexander
Salt Lake City, Utah 84119
Utah Valley Area:
313 E. 1200 S.
Orem, Utah 84058

A.G.C
1135 South West Temple
Salt Lake City, Utah 84110

Those interested in purchasing individual sets of Contract Documents may obtain the Contract Documents from the Construction Manager at the above address. The *non-refundable* cost is \$50.00.

BID SECURITY: Each Bid shall be accompanied by a certified check, cashier's check, or a bid bond (acceptable to the Owner), in the amount equal to at least ten percent (10%) of the lump sum bid amount, payable without condition to the Owner as a guarantee that the bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in manner and form required by the Contract Documents, and will furnish good and sufficient bond for the faithful performance of the same. The bid securities of the three (3) lowest bidders will be retained until the Contract is signed and satisfactory bonds furnished, or other disposition made thereof. The bid securities of all bidders except the three (3) lowest will be promptly returned after the canvass of bids.

BIDS TO REMAIN OPEN: The Bidder shall guarantee the Total Bid Price for a period of thirty (30) calendar days from the date of bid opening.

MANDATORY PRE-BID CONFERENCE: A *mandatory* pre-bid conference will be held at 10:00 am on Tuesday, October 28, 2003, at the WCWEP Administration office (626 East 1200 South) in Heber, Utah (telephone 435-654-4369 or mobile 801-361-3946). The purpose of this meeting will be to clarify the intent of the Plans and Specifications and to answer any questions bidders may have on the project. A field review of the proposed construction area will be held following the office question and answer period. *Only those qualified bidders who have attended the pre-bid conference will be considered for award.*

PROJECT ADMINISTRATION: All communication related to the WORK shall be directed to the Construction Manager prior to opening of Bid(s).

H. Lee Wimmer, P.E.
CUPCA Construction Manager
Central Utah Water Conservancy District
355 West 1300 South
Orem, Utah 84058-7303
Phone: 801-226-7139 FAX: 801-226-7150
E-Mail: Lee@CUWCD.com

OWNER'S RIGHT RESERVED: The Central Utah Water Conservancy District reserves the right to reject any or all bids, to waive any formality, or technicality in a bid, and to make award to the lowest responsive, responsible bidder if deemed in the best interests of the Owner, or the public good; or as being nonresponsive to the requirements set forth herein (see Information for Bidders in the Contract Documents), or on the grounds that a prospective Contractor is unqualified.

TENTATIVE PROJECT SCHEDULE The following is a preliminary schedule and is subject to change:

Contract documents available	<u>Friday, October 24, 2003</u>
Mandatory pre-bid conference	<u>Tuesday, October 28, 2003</u>
Bid opening	<u>Tuesday, Nov 18, 2003</u>
Award Date	<u>Wednesday, Nov 19, 2003</u>
Notice to Proceed	<u>Wednesday, Nov 26, 2003</u>
Pre-construction meeting	<u>Tuesday, December 2, 2003</u>
Start Field Construction	<u>Wednesday, December 3, 2003</u>
Construction Completion	<u>Wednesday, April 14, 2004</u>

To be eligible for award each bidder must comply with the affirmative action plan requirements which are contained in these Specifications and sign a "Certification of Nonsegregated Facilities."

Central Utah Water Conservancy District

By: Don A. Christiansen
General Manager

Published Wednesday October 8, 2003
Date

INFORMATION FOR BIDDERS

BID

Qualification of bidders is required by the Owner and only qualified bidders will be considered for award. Bids to receive consideration shall be made in accordance with the following instructions:

Before submitting a bid, qualified bidders shall carefully examine the Plans, read the Specifications and the forms of the Contract Documents, visit the site of the work, fully inform themselves as to all existing conditions and limitation, and shall include sums in the bid covering the cost of each item included in the Contract.

Bids shall be properly executed upon the Bid Form attached to and made part of these Contract Documents. Numbers shall be stated both in writing and in figures where so required, and the signatures of all persons signing shall be in longhand. The completed forms shall be without interlineations, alterations, or erasures. In case of a difference in written words and figures in a Bid, the amount stated in written words shall govern unless obviously in error. No book of Contract documents shall be disassembled.

Bids shall not contain any recapitulation of the work to be done. Alternative Bids will not be considered unless called for. No oral, telegraphic, telephonic, or modified Bids will be considered.

Bids shall be delivered to the office of the General Manager of the Central Utah Water Conservancy District at 355 West University Parkway, Orem, Utah 84058 on or before the day and hour set for the opening of bids in the Notice Inviting Bids as published. Bids shall be enclosed in a sealed envelope bearing the title of the work and the name of the bidder. It is the SOLE responsibility of the bidder to see that his bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

BID SECURITY

Each Bid shall be accompanied by a certified check, cashier's check, or a bid bond acceptable to the Owner in the amount equal to at least ten percent (10%) of the Bid (lump sum bid amount), payable without condition to the owner as a guarantee that the bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in manner and form required by these Contract Documents and will furnish good and sufficient bond for the faithful performance of the same. The bid securities of the three (3) lowest bidders will be retained until the Contract is signed and satisfactory bonds furnished, or other disposition made thereof. The bid securities of all bidders except the three (3) lowest will be returned promptly after the canvass of bids.

WITHDRAWAL OF BID

Any bidder may withdraw his bid, either in person or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids.

CONTRACT AND BONDS

As stated in the Bid, the successful bidder will be required to execute the Contract within ten days after the date of the Notice of Award of the bid. The successful bidder, simultaneously with the execution of the Contract, will be required to furnish a Payment Bond in an amount equal to one hundred percent (100%) of the Contract price and a faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract price. Said Bonds shall be secured from a surety company which is on the U.S. Department of Treasury's most current list (circular 570) and is authorized to transact business in Utah and is satisfactory to the Owner.

The form of Contract, which the successful bidder as Contractor will be required to furnish is included in the Contract Documents and should be carefully examined by the bidder. The Contract and the Bonds will be executed in three original counterparts.

Within 48 hours of being notified that he is the successful bidder, the successful bidder shall submit to the Owner the completed Schedule of Values (refer to Special Conditions Section 01315).

INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other proposed Contract documents, or finds discrepancies in or omissions from the Plans or Specifications, he may submit to the Construction Manager a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the proposed documents.

ADDENDA

Any Addenda issued during the time of bidding, forming a part of the documents issued to the bidder for the preparation of his bid, shall be duly acknowledged and included in the bid and shall be made a part of the Contract. Failure to acknowledge all the addenda may cause rejection of the bid.

AWARD OR REJECTION OF BIDS

The Contract will be awarded to the lowest responsive, responsible bidder(s) complying with these instructions and with the Notice Inviting Bids. The Owner, however, reserves the right to accept or reject any or all bids if it may deem it best for the public good, and to waive any informality in the bids received. The award, if made, will be within 30 days after the opening of bids.

In selecting the lowest responsive Bidder, consideration will be given to the general competency of the Bidder for the performance of the work covered by the Bid. Each bidder will be qualified by the Owner. No bid for the work will be accepted from a contractor who does not hold a valid, active, Utah Contractor's license in good standing applicable to the type of work bid upon at the time of opening bids.

The Owner reserves the right to reject bids for any reason.

BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make, file, or to be interested in more than one (1) bid for the same work unless alternate bids are called for. A person, firm or corporation who has submitted a subBid to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a subBid or quoting prices to other bidders.

ASSIGNMENT OF CONTRACT

No assignment by the Contractor of any contract to be entered into thereunder, or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the Owner unless such assignment has had prior approval of the Owner and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

SPECIAL NOTICE

Bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the work will be or is now being performed, and the Contractor must employ, as far as possible, such methods and means in carrying out his work as will not cause any interruption or interference to any other contractor.

PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER

The successful bidder may obtain from the owner ten (10) sets of Plans and Specifications for this project at no extra cost.

Additional sets in excess of ten (10) sets may be purchased at the costs listed on page NB-2 from the Owner.

TIME OF COMPLETION

The successful contractor shall commence work under this Contract on or before the tenth day after receiving written Notice to Proceed from the Construction Manager on behalf of the owner and shall fully complete all work under this Contract by April 14, 2004 . At all times during the continuance of the Contract prosecute the work with such force and equipment as are sufficient to complete it within the time specified. The improvement must be put into service on April 15, 2004, and time extensions will not be considered.

NONPERFORMANCE OF WORK TASKS BY THE CONTRACTOR

In the event of the Contractor's failure, neglect, or refusal to perform work tasks necessary for the completion of the total job; to replace defective work; or to repair or resurface, in a manner that is acceptable to the Owner and Construction Manager, public rights-of-way disturbed by his work which are a nuisance, a hazard, or which impedes or endangers vehicular traffic and the public, the Owner may serve written notice upon the Contractor of the Owner's intention to have the work performed by others. Unless within three (3) days after the service of such notice, the Contractor has made such arrangement and scheduled the accomplishment of said work tasks to the satisfaction of the Owner and Construction Manager, the Owner will proceed to have the work accomplished by others and deduct the costs thereof from amounts due the Contractor.

PRE-BID CONFERENCE

A *mandatory* pre-bid conference will be held at 10:00 am on Tuesday, October 28, 2003, at the WCWEP Administration office (626 East 1200 South) in Heber, Utah (telephone 435-654-4369 or mobile 801-361-3946). The purpose of this conference will be to address questions and clarify the intent of the Plans and Specifications. Only those bidders who are qualified and have attended the pre-bid conference will be allowed to submit Bids.

Should you desire clarification prior to submitting your bid, please call Mr. Lee Wimmer, Construction Manager, Central Utah Water Conservancy District, Telephone No. (801) 226-7139.

Neither the Design Engineer nor Owner shall be held responsible for any oral instructions. Any changes to the Plans and Specifications will be in the form of an Addendum which will be furnished to all plan holders. Any prospective bidders not attending this conference will not be allowed to submit a bid on this project.

PERMITS AND LICENSES

Obtain all necessary permits and licenses for the construction of the project in public roadways and rights-of-way. Provide all necessary bonds for the construction and construction guarantee of the work constructed under this project.

INSURANCE

Be aware of the requirement for "All Risk" Insurance required by these Contract Documents under General Conditions Section 3-3.

PARTNERING

The Owner intends to encourage the formation of a partnering relationship among the Owner, Contractor and his subcontractors, Design Engineer, and the Construction Manager. This partnering relationship will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objective is effective and efficient contract performance in order to achieve completion within budget, on schedule and in accordance with plans and specifications. Participation in this partnering relationship will be totally voluntary. All costs associated with each party's participating in the partnering relationship shall be borne exclusively by the party incurring the cost and no change in contract price or other claim against the Owner shall be made to recover these expenses.

The Contractor, by submission of this Bid, indicates its willingness and intent to enter voluntarily into a partnering relationship with the Owner, to support the partnering effort and to Work in an open and amicable environment throughout the project with the Owner and Construction Manager.

INSTRUCTIONS FOR PREPARING BID

PER ITEM BID

Payment for all work performed under this Contract will be on a per item basis. Payment for the per item price, as stated in the Contractor's Bid, for the completed work will be compensation in full for the furnishing of all overhead, labor, materials, devices, equipment, and appurtenances included in the work as are necessary to complete the total work on each under this Contract in a good, neat, and satisfactory manner as indicated on the Plans, as described in the Specifications, and as otherwise implied or required to fulfill the objective of the work. Each item, fixture, piece of equipment, work, etc., as indicated on the Plans, or specified anywhere in these Documents, shall be completed with all necessary connections and appurtenances for the satisfactory use and operation of said item, and the total system or systems.

Any and all patents and license fees for the right to use equipment or processes included in this Contract shall be included in the per item bid price. Submit to the Construction Manager an itemized list of all such fees, indicating the amount of each and to whom paid.

Cost of painting, testing, and other incidental operations, profit, and overhead cost, including the cost of supervision, temporary field offices, move-in, move-out, insurance, taxes, equipment not a permanent part of the job, and other incidental items, shall be included in the per item bid price.

The "Total Bid Amount in Words" and "Total Bid Amount in Figures" must be filled out by the bidder. In case of any discrepancy between the "Total Bid Amount in Figures", and the "Total Bud Amount in Words", as written or corrected, the "Total Bid Amount in Words" will be presumed to be correct unless obviously in error, and will be considered as the Contractor's correct and intended bid. Bid prices must be entered for each alternate shown in the Bid.

If the bidder proposes an alternate manufacturer that has not been named in the Specifications under the item to be designated, the bidder shall, if requested, submit data to the Construction Manager for review after the bidding and before the Award of the Contract. The equipment proposed to be furnished by the bidder from an alternate manufacturer shall conform to the specific requirements of the bid item, and any one of the specified manufacturers' items shall serve as a standard of quality for the item.

If the equipment proposed to be furnished by the bidder from an alternate manufacturer does not and/or cannot be made, in the opinion of the Construction Manager, to conform to the requirements of these Specifications, then the bidder shall furnish the equipment of a manufacturer that does meet these requirements at no extra cost to the Owner.

The Owner may require additional detailed information regarding the equipment which the bidder proposes for certain bid items. If this additional information is requested from the bidder, it shall be furnished in complete detail before the Award of the Contract. The information must be in sufficient detail so that the Construction Manager can evaluate the bidder's Bid on the items.

All specific requirements of the Specifications shall be adhered to, and all necessary modifications shall be made in the article specified by trade name, type, or model of manufacturer's equipment to make it conform to all specific requirements of the Specifications.

If certain designated manufacturer's, or alternate manufacturer's items require changes in the work and materials, then the price stated in the Bid for the item shall include all changes in work and materials that are affected, such as electrical equipment, electrical wiring, piping, valves, etc.

In cases where an item is not listed under designated items of equipment in the Bid, and where material or equipment is designated on the Plans or in the Specifications by a trade or manufacturer's name, it is so designated primarily to establish standards of quality, finish, appearance, and performance. It is not the intent to limit the choice of materials and equipment to the specific product designated. Requests relative to substitutions permitted under the conditions provided by this paragraph for materials or equipment specifically designated on the Plans or in the Specifications shall be made in writing, after Award of the Construction Contract, and such requests shall be accompanied by complete data on which the Construction Manager can make a determination on the merits of the proposed substitution. The written request shall state how the product proposed for substitution compares with or differs from the designated product in composition, size, arrangement, performance, etc., and, in addition, the

request shall be accompanied by documentary evidence of equality in price and delivery or evidence of difference in price or delivery. Data on price shall be in the form of certified quotations from suppliers of both the designated and proposed items. All items accepted for substitution shall be subject to all applicable provisions of the Specifications.

Bids shall not contain any recapitulation of the work to be done. Alternative bid items will not be considered unless called for. No oral or telephonic modifications of Bids will be considered.

If anyone is in doubt as to the true meaning of any part of the Plans, Specifications, or other portions of the Contract Documents, or finds discrepancies in, or omissions from the Plans or Specifications, he may submit to the Construction Manager a request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by an Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such Documents. The Owner will not be responsible for any other explanation of interpretations of the Documents.

If the Bid is made by an individual, it shall be signed and his full name and address shall be given; if it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer, or officers.

BID

Place: _____

Date: _____

Re: Wasatch County Water Efficiency Project
Wasatch Canal Lining
Timp Meadows Reach

General Manager
Central Utah Water Conservancy District
335 West University Parkway
Orem, Utah 84058

In compliance with your invitation for bids and all conditions of the Contract Documents,
the undersigned _____

a corporation organized under the laws of the State _____

or a partnership consisting of _____

or an individual trading as _____

of the City of _____, hereby proposes and agrees to furnish any and all materials, labor, construction equipment, services, transportation and other items as required for performing all work for the construction described in the NOTICE INVITING BIDS and to construct the same and install the material therein for the Owner in a good and workmanlike and substantial manner acceptable to the Owner, through its Construction Manager, or his properly authorized agents, and strictly pursuant to and in conformity with the Specifications and Plans prepared by the Design Engineer for the Owner, and with such modification of the same and other documents that may be made by the Owner through its Construction Manager or his properly authorized agents, as provided herein, at the following bid amount for the work described:

	BID		
Item No.	Item Description	Unit	Bid Amount
1	Construct Wasatch Canal Lining, Timp Meadows Reach	Lump Sum	\$

(Total Bid Amount in Words)

_____ Dollars and _____ Cents

The undersigned hereby declares that he has visited the site and has carefully examined the Contract Documents, relating to the work covered by the above bid or bids.

The Bid Security (Certified Check, Cashier's Check, or Bid Bond) attached, payable to the Owner in the Sum of not less than ten percent (10%) of the lump sum base bid for the complete project, is to become the property of the Owner in the event the Contract and Bonds are not executed within the time set forth, as liquidated damages for the delay and additional work caused thereby.

The project shall be completed by Sunday, April 14, 2004 . The amounts of liquidated damages are stated in Section 01031 of the Special Conditions.

The undersigned hereby declares, as bidder, that the only persons or parties interested in this BID as principals are those named herein; that no elected official or employee of the Owner is in any manner interested directly or indirectly in this Bid or in the profits to be derived from the Contract proposed to be taken, other than as permitted by law; that this bid is made without any connection with any other person or persons making a separate bid for the same purpose; that the bid is in all respects fair and without collusion or fraud; that he has read the Notice Inviting Bids and the Information For Bidders hereto attached, and agrees to all the stipulations contained therein; that he has examined the form of Contract attached hereto, and the Specifications, and he proposes and agrees that if his bid as submitted, and as more fully described in the attached sheets, be accepted, the bidder will contract in the form so attached to furnish the items and perform work called for in accordance with the provisions of said form of Contract and the Specifications and to deliver the same within the time stipulated therein; and that he will accept in full payment, therefore, the prices named in this Bid.

The bidder further agrees that, upon receipt of written notice of the acceptance of this Bid, within ten (10) calendar days after the date of Notice of Award, he will execute the Contract in accordance with the Bid as accepted and furnish the required bonds; and that upon his failure or refusal to do so within said time, then the certified or cashier's check or bid bond accompanying this bid shall be cashed or enforced and the money payable pursuant thereto shall be forfeited to and become the property of the Owner as liquidated damages for such failure or refusal; provided, that if said bidder shall execute the Contract and furnish the required bonds within the aforesaid time, his certified or cashier's check, if furnished, shall be returned to him within 3 days thereafter, and the bid bond, if furnished, shall become void.

Bidder is cautioned to read carefully the Information For Bidders Section of the Contract Documents and the Instructions For Preparing Bid relating to what is to be furnished under each item of the Bid and to submittal of bid.

Bidder understands and agrees that the Owner reserved the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of ten (10) calendar days after the scheduled closing time for receiving bids.

Bidder acknowledges receipt of the following addenda:

Respectfully submitted,

Bidder

(corporate seal)
if bid is by corporation

By _____

Title

Witness: if bidder is an individual

Bidder's post office address:

Names and address of all
members of the firm or names
and titles of all officers
of the corporation

Name and title

Address

Phone: _____

SEAL

Description of Bid Items

1. Construct Wasatch Canal Lining, Timp Meadows Reach

This item is for construction of a complete, rectangular shaped reinforced concrete canal from station 2291+40 to station 321+28.5 in the Wasatch Canal.

Payment for this work shall be at the lump sum price shown for Construct Timp Meadows Reach of the Wasatch Canal in the Bid Schedule and shall be full compensation for performing all work and furnishing all materials required to complete this item.

SEGREGATED FACILITIES CERTIFICATION

The Contractor certifies that he does not and will not maintain any facilities he provides for his employees in a segregated manner, or permit his employees to perform their services at any location under his control where segregated facilities are maintained; and then he will obtain a certification similar to this one, prior to the award of any nonexempt subcontracts.

As used in this certifications, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractor from specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

_____ Signature	_____ Date
_____ Name and Title of Signer	_____ (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

AFFIRMATIVE ACTION REQUIREMENTS

Affirmative action requirements as contained in Executive Order 11246 are included in Exhibits A and B of Appendix "B", Owner & USA Contract.

Policy Statement - It is the policy of the Central Utah Water Conservancy District that Disadvantaged Business Enterprises as defined herein shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement.

Obligations - The Contractor agrees to be sure that Disadvantaged Business Enterprises as defined herein have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all Contractors shall document all action taken to secure a (DBE) subcontractor, take all necessary and reasonable steps in accordance with this Special provision to be sure that Disadvantaged Business Enterprises (DBE) have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.

A. Bidding Requirements

1. For a bid to be considered responsive, the bidder(s) shall sign and submit the Certification of Affirmative Action, which is included as Part (D) of this Special Provision certifying that they have taken all necessary and reasonable steps to allow DBE firms to compete and perform subcontracts.
2. Bidders, who will sublet work under this contract, are required to include the following affirmative action information with the bid proposal:
 - a. Procedures which have been adopted to identify and contact disadvantaged business enterprises.
 - b. Response of DBE firms to solicitations.
 - c. Anticipated awards to disadvantaged business enterprises.

B. Affirmative Action Requirements

1. In the solicitation of subcontractors and suppliers under this contract, prior to bidding or entering into any commitments for subcontracting or for purchase of supplies and materials or for leasing equipment, the contractor shall make timely contact with potential minority business enterprises to affirmatively solicit their interest, capability, and prices and shall document the results of such contacts per Subpart (A).

C. Definitions

For the purpose of this Special provision, the following terms are defined:

1. Affirmative Action. "Affirmative action" means taking specific steps to eliminate discrimination and its effects, to ensure nondiscriminatory results and practices in the future, and to involve Disadvantaged Business Enterprises fully in subcontracts.
2. Disadvantaged Business Enterprise (DBE). A small business concern, as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated thereto, subject however to a limitation of \$14,000,000 in average annual gross receipts, which is owned and controlled by one or more socially and economically disadvantaged individuals who are citizens or lawfully admitted permanent residents of the United States.
3. Disadvantaged. Means a person who is a citizen or lawful permanent resident of the U. S. and who is:

- a. Native Americans - persons who are American Indians, Eskimos, Aleuts, Native Hawaiians; or
- b. Asian-Pacific Americans - persons having origins from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Territories of the Pacific, and the Northern Marianas; or
- c. Hispanic Americans - persons of Mexican, Puerto Rican, Cuban, Portuguese-Americans, Central or South American or other Spanish culture or origin, regardless of race; or
- d. Black Americans - persons having origins in any of the black racial groups of Africa; or
- e. Asian - Indian Americans - persons whose origins are from India, Pakistan, and Bangladesh;
- f. Individuals who are found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.
- g. Women within the qualifications set forth in STURAA 1987.

4. DBE Owned and Controlled. Means a business which is at least 51 percent owned by one or more disadvantaged persons or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more disadvantaged persons and whose management and daily business operations are controlled by one or more such individuals. The disadvantaged owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interests, as demonstrated by an examination of the substance rather than form of arrangements.

D. Certification Of Affirmative Action

The undersigned hereby certifies that he/she has read and understands the contents of the Special Provision. I hereby inform the Central Utah Water Conservancy District: CHECK ONLY ONE

Does not intend to sublet a portion of the contract work.

Intends to sublet a portion of the contract work and that my firm has taken affirmative action to allow disadvantaged business enterprises to compete for and perform on subcontracts. Contacts made with potential DBE firms regarding work to be performed under this contract and the results of such contracts are as follows:

<u>Name</u>	<u>Result of Contact</u>	<u>Award ?</u>	Yes or
No			
1.			
2.			
3.			
4.			
etc.			

NOTE: If needed, attach additional sheet(s) with subcontractor results and documentation.

Date: _____

Signed: _____

Company Name

Authorized Representative

Title

FAILURE TO SIGN AND SUBMIT THIS CERTIFICATION OR SUBMISSION OF A FALSE OR INCOMPLETE CERTIFICATION SHALL RENDER A BID NON-RESPONSIVE.

CONTRACT

THIS CONTRACT, made and entered into this ___ day of _____, 20___, by, and between the Central Utah Water Conservancy District, hereinafter called "Owner", and _____

_____ hereinafter called "Contractor".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said Owner, said Contractor agrees with said Owner to perform and complete in a workmanlike manner all work required under the Bid of said Owner's Specifications entitled

WASATCH COUNTY WATER EFFICIENCY PROJECT

Wasatch Canal Lining

Timp Meadows Reach

in accordance with the Specifications and drawings therefore, to furnish at his own expense all labor, materials, equipment, tools, and services necessary therefore, except such materials, equipment, and services as may be stipulated in said Specifications to be furnished by said Owner, and to do everything required by this Contract and said Specifications and drawings.

ARTICLE II: For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Contract and the said Specifications and drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Owner, and for all risks of every description connected with the work, also for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by said Owner; and for completing the work in accordance with the requirements of said Specifications and drawings, said Owner will pay and the Contractor will receive, in full compensation therefore, the price of _____, as contained in the Bid of the above named contractor submitted to the Owner under date of _____ a copy of which is attached hereto and incorporated herein by reference. The amounts of liquidated damages are set in Section 01031 of the Special Conditions of the Specifications.

ARTICLE III: The Owner hereby employs said Contractor to perform the work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assignees, do thereby agree to the full performance of the covenants herein contained.

A portion of the construction funds for this project are furnished solely by the United States Department of the Interior pursuant to Act of the United States Congress. Should said funds be unavailable in part or in whole, the Owner may terminate this contract in accordance with the provisions of Section 9-1(a) of the General Conditions and Section 01040 of the Special Conditions.

ARTICLE IV: The Notice Inviting Bids, Information for Bidders, Instruction to Bidders, Bid, Information Required of Bidder, Information for Preparing Bid, Specifications, Plans, and all addenda issued by the Owner with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this agreement.

ARTICLE V: The Contractor has been furnished with a copy of the contract between the Owner and the United States and is familiar therewith. The Contractor shall perform the work in harmony with the terms of that contract; and shall submit periodic statements at the time, in the manner and in the form required by the United States.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

(SEAL)

Central Utah Water Conservancy District, Owner

Attest:

Signature: _____ By: _____

Title: _____ Title: _____

(SEAL)

Contractor

Attest:

Signature: _____ By: _____

Title: _____ Title: _____

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT,

That _____ as Contractor

and _____ as Surety,

are held firmly bound unto the Central Utah Water Conservancy District hereinafter called "Owner," in the sum of

_____ dollars, 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, said Contractor has been awarded and is about to enter into the attached contract with said Owner to perform all work required under the bidding schedule(s) _____

of the Owner's Specifications _____

entitled _____

Perform all the requirements of said contract 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 force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 14, Chapter 1, Utah Code Annotated 1953, as amended, and all liabilities on this bond shall be determined in accordance with said provisions to the extent as if it were copied at length herein.

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 said contract, shall not in any way release said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this ____ day of _____, 20__.

(SEAL)

(SEAL)

(Contractor)

(Surety)

By: _____
(Signature)

(Signature)

Attorney-In-Fact

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

IMPORTANT -Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____ as Contractor,
and _____ as Surety, are

held firmly bound unto the Central Utah Water Conservancy District, hereinafter called "Owner," in the sum of _____ dollars, 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, said Contractor has been awarded and is about to enter into the attached contract with said Owner to perform all work required under the bidding schedule(s) _____ of the Owner's Specifications entitled _____

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law.

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 said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 14, Chapter 1, Utah Code Annotated 1997, as amended, and all liabilities on this bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

SIGNED AND SEALED, this _____ day of _____, 20 ____.

(SEAL) (SEAL)

(Contractor) (Surety)

By: _____
(Signature) (Signature) Attorney-In-Fact

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

IMPORTANT -Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTICE OF AWARD

To: _____

Project Description _____

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated _____, and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of _____.

You are required by the Information for Bidders to execute the Contract and furnish the required Contractors Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said Bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice Of Award to the Owner.

Dated this ___ day of _____, 20____.

Central Utah Water Conservancy District, Owner

ACKNOWLEDGMENT OF NOTICE

By _____

Receipt of the above Notice Of Award is hereby acknowledged

Title _____

this ___ day of _____, 20____.

By _____

Title _____

88042501/841069

NOTICE TO PROCEED

To: _____

Date: _____
Project: _____

You are hereby notified to commence Work in accordance with the Contract dated _____, 20____, on or before _____, and you are to complete the Work by the date of April 14, 2004.

Central Utah Water Conservancy District, Owner

ACKNOWLEDGMENT OF NOTICE

Receipt of the above Notice
To Proceed is hereby acknowledged

By: _____
Title: _____

By: _____

this the _____ day of _____ 19____.

By: _____

Title: _____