



Providing MSGR Battery Replacement and Installation

for the

North Davis Sewer District

Bidding Requirements, Contract Forms, Conditions of the Contract, and Technical Specifications

February 2025

NORTH DAVIS SEWER DISTRICT

PROVIDING MSGR BATTERY REPLACEMENT AND INSTALLATION

CONTRACT DOCUMENTS

**INCLUDING
BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT,
AND TECHNICAL SPECIFICATIONS**

**4252 WEST 2200 SOUTH
SYRACUSE, UTAH 84075**



Bids will be received at the office of the North Davis Sewer District located at
4252 West 2200 South, Syracuse, Utah 84075 until 12:00 pm MST
On: March 7, 2025



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Bidding Requirements

ADVERTISEMENT FOR BIDS

NORTH DAVIS SEWER DISTRICT
4252 West 2200 South
Syracuse, Utah 84075

Separate sealed BIDS for Providing MSGR Battery Replacement and Installation will be received by NORTH DAVIS SEWER DISTRICT at the District Offices, 4252 West 2200 South, Syracuse, Utah, 84075, until 12:00 pm (MST) on March 7, 2025, and then at said office publicly opened and read aloud.

The Purchase Includes:

Providing MSGR Battery Replacement and Installation

Term of the Purchase Contract is for duration of year 2025 or until District is invoiced at the completion of the project, after the commencement date stated in the notice to proceed. The District intends to award the contract at the next regularly scheduled Board of Trustees meeting following the bid opening and issue a Notice of Award.

The CONTRACT DOCUMENTS will be available on February 21, 2025, and may be examined at the following location after that date. Copies of the Contract Documents may be obtained at NorthDavisSewer.gov

NORTH DAVIS SEWER DISTRICT
4252 West 2200 South
Syracuse, Utah 84075
(801) 825-0712

The Bidder shall guarantee the total bid price for a period of sixty (60) calendar days from the date of bid opening.

All communications relative to this bid and purchase shall be directed to Myron Bachman at 801-728-6830 or mbachman@northdavissewer.gov prior to the opening of bids.

The Owner reserves the right to reject any and all bids, to waive any informality in a bid, and to make award to lowest responsible bidder as it may serve the interest of the Owner.

NORTH DAVIS SEWER DISTRICT

Published: February 14, 2025



INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. The term “Bidder” means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term “Successful Bidder” means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award. The term “Bidding Documents” includes the Advertisement, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all addenda issued prior to receipt of Bids). “Owner” means the North Davis Sewer District.

2. COPIES OF BIDDING DOCUMENTS

- 2.1** Complete sets of the Bidding Documents may be obtained by visiting NorthDavisSewer.gov and downloading the complete bid documents.
- 2.2** Complete sets of the Bidding Documents must be used in preparing Bids; Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.
- 2.3** Owner in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids for the Service to be provided, and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to provide the services specified in the Contract Documents, each bidder must submit company profile, references of previous similar experience, present commitments and such other data as set forth in the Supplementary Conditions. Each Bid must contain evidence of Bidder’s qualification to legally do business in the jurisdiction where the Project is located.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1** It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, performance, or furnishing of the services to be provided, (c) consider federal, state and local laws, ordinances, rules, and regulations that may affect cost, performance, or furnishing of the services provided, (d) study and carefully correlate bidder’s observances with the Contract Documents, and (e) notify Owner of all conflicts, errors, or discrepancies in the Contract Documents.



INSTRUCTIONS TO BIDDERS

- 4.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Services required by the Contract Documents and such means, methods, techniques, sequences or procedures of providing services as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the services to be provided.

5. INTERPRETATIONS AND ADDENDA

- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed to Owner. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda; mailed, faxed or delivered to all parties; and recorded by Owner as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations of clarifications will be without legal effect.
- 5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

6. CONTRACT TERM

- 6.1 The term of the contract to provide services specified in the contract documents is set forth in the Bid Form and the Agreement.

7. SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 7.1 All bidders shall submit, with their Bid: a list of all Subcontractors, Suppliers and other persons and organizations proposed for those portions of providing services specified in Contract Documents for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar experience and other evidence of qualification for each such Subcontractor, Supplier, person, or organization. If Owner, after due investigation, has objection to any proposed subcontractor, suppliers, other person or organization, Owner may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons, and organizations. Any Subcontractor, Supplier, other person, or organization listed and to whom Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner, subject to revocation of such acceptance after the effective date of Agreement as provided in the General Conditions.



INSTRUCTIONS TO BIDDERS

- 7.2 No Bidder shall be required to employ any Subcontractor, Supplier, other person, or organization against whom he has reasonable objection.

8. BID FORM

- 8.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Owner.
- 8.2 All pertinent blanks on the Bid Form must be completed in ink or typed.
- 8.3 Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 8.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 8.5 All names must be typed or printed below the signature.
- 8.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 8.7 The address and telephone number for communications regarding the Bid must be shown. A FAX number and E-mail address, where available, shall also be shown.

9. SUBMISSION OF BIDS

- 9.1 Bids shall be submitted at the time and place indicated in the Advertisement and shall be enclosed in an opaque sealed envelope, marked with the name of the title of Services to be Provided and address of the Bidder and accompanied by other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.
- 9.2 Prospective Bidders are furnished one copy of the Bidding Documents with one each of the Bid Forms. The Bidding Documents may be retained by the Bidder. The Bid Form is to be completed and submitted to Owner.



INSTRUCTIONS TO BIDDERS

10. MODIFICATION AND WITHDRAWAL OF BIDS

10.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

10.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, that Bidder will be disqualified from further bidding on the Services to be provided under the Contract Documents.

11. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly. A bid summary of the amounts of the Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

12. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids shall remain subject to acceptance for sixty (60) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid prior to that date.

13. AWARD OF CONTRACT

13.1 Owner reserves the right to reject any and all Bids, to waive any and all irregularities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Owner to make an award to the Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner.

Discrepancies between the Unit Price in figures and the Unit Price in words will be resolved in favor of the Unit Price in words. Discrepancies in the multiplication of units of Work and Unit Prices will be resolved in favor of the Unit Prices.

Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.



INSTRUCTIONS TO BIDDERS

- 13.2** In evaluating Bids, Owners will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid Form, but Owner may accept them in any order or combination.
- 13.3** Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of Providing Services as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in Providing Services when such data is required to be submitted prior to the Notice to Proceed.
- 13.4** Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and establish the responsibility, qualifications, and financial ability of Bidders, Proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Required Services in accordance with the Contract Documents to Owner's satisfaction.
- 13.5** If the Contract is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the District.
- 13.6** If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award as soon as possible after the next meeting of the Board of Trustees.

14. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by two unsigned counterparts of the Agreement and all other written Contract Documents attached. Within fifteen days thereafter, Supplier shall sign and deliver two counterparts of the Agreement and attached documents to Owner with any required bonds. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Supplier.



INSTRUCTIONS TO BIDDERS

15. LICENSE REQUIREMENTS

All Bidders must meet the requirements of the Utah State Business License Law, and any other legal requirements to Provide Services specified in Contract Documents.

16. NOTICE TO PROCEED

The District intends to award the contract at the Board of Trustees' next meeting following the Bid Opening and issue a Notice of Award as soon as possible thereafter. After signed Agreements along with any required bonds and insurance certificates have been submitted to Owner a notice to Proceed will be issued.



BID FORMS AND BIDDER'S PROPOSAL

Providing: MSGR Battery Replacement and Installation

THIS BID IS SUBMITTED TO:

NORTH DAVIS SEWER DISTRICT
4252 West 2200 South
Syracuse, Utah 84075

Bid opening will be conducted at the office of:

NORTH DAVIS SEWER DISTRICT
4252 West 2200 South
Syracuse, Utah 84075
February 7, 2025 at 12:00 pm **MST**

1. The undersigned BIDDER proposes and agrees, if the bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to sell and purchase from (which includes providing services and etc.) as specified or indicated in the Contract Documents for the Contract Price during the Contract term indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders. This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents required by the Contract Documents with fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - A. BIDDER has examined copies of all the Contract Documents and of the following addenda (receipt of all which is hereby acknowledged):

Date: _____	Number: _____
Date: _____	Number: _____
Date: _____	Number: _____

Also copies of the Advertisement for Bids and the Instruction to Bidders.



BID FORMS AND BIDDER'S PROPOSAL

- B.** BIDDER has become familiar with the nature and extent of the Contract Documents, Laws and Regulations (Federal, State and Local Laws, Ordinances, Rules and Regulations) that in any manner may affect cost, sale, purchase or furnishing of the Services Provided.
 - C.** BIDDER has given OWNER written notice all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER.
 - D.** The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- 4.** BIDDER agrees that the Product and Services Provided will be completed for final payment as specified on the performance and payment schedule.
 - 5.** The following documents are attached to and made a condition of this Bid:
 - A.** Evidence of BIDDER'S qualification to do business in the jurisdiction where the OWNER is located.
 - B.** Required references and financial statements.
 - 6.** Communication concerning this Bid shall be addressed to the address of BIDDER indicated below.

BIDDERS NAME

ADDRESS

PHONE NUMBER

FAX NUMBER

EMAIL



BID FORMS AND BIDDER'S PROPOSAL

7. The terms used in this Bid which are defined in the General Conditions and included as part of the Agreement, have the meanings assigned to them in the General Conditions.
8. Quantities, if used, are approximate and are for comparison of bids only. Payment will be based upon actual services furnished, in accordance with the Contract Documents. The OWNER reserves the right to add or take away Services Required as it deems necessary.
9. By submitting a Bid, BIDDER agrees to waive any claim it has or may have against the OWNER and its employees, arising out of or in connection with the administration, evaluation or recommendation of any bid.



BID FORM

The bid price per dry ton of MSGR Battery Replacement and Installation is: \$ _____

(TOTAL BID PRICE WRITTEN)



BID FORMS AND BIDDER'S PROPOSAL

10. OWNER'S RIGHTS RESERVED: The undersigned understands that the Owner reserves the right to reject any or all bids or to waive any irregularity or technicality in any Bid in the interest of the Owner.

11. SUBMITTED on _____, 20_____

IF BIDDER IS:

An Individual

By: _____ (SEAL)
(Print or Type Individual's Name Under Signature)

Doing Business As: _____

Business Address: _____

Phone Number: _____ Fax Number: _____

A Partnership

By: _____ (SEAL)
(Print or Type General Partner's Name Under Signature)

Doing Business As: _____

Business Address: _____

Phone Number: _____ Fax Number: _____



BID FORMS AND BIDDER'S PROPOSAL

A Corporation

By: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Title)

(Print or type name of person authorized to sign)

(Corporate Seal)

Attest: _____
(Secretary)

Business Address: _____

Phone Number: _____

Fax Number: _____



BID FORMS AND BIDDER'S PROPOSAL

A Joint Venture

By: _____
(Signature)

(Print Name & Title)

By: _____
(Signature)

(Print Name & Title)

Business Address: _____

Phone Number: _____ Fax Number: _____

(Each Joint Venture must sign. The manner of signing for each individual, Partnership, and Corporation that is a party to the Joint Venture should be in the manner indicated above.)



BID FORMS AND BIDDER'S PROPOSAL

A Limited Liability Company

By: _____
(Print or Type Manager's Name Under Signature)

Doing Business As: _____

Business Address: _____

Phone Number: _____ Fax Number: _____



Contract Forms

AGREEMENT

THIS AGREEMENT is entered into as of the **TBD**, day of March in the year 2025 by and between NORTH DAVIS SEWER DISTRICT (hereinafter called OWNER) and **TBD**. (hereinafter called SUPPLIER).

OWNER and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

SUPPLIER shall provide all products and services as specified or indicated in the Contract Documents. The service(s) required is/are generally described as follows:

Providing MSGR Battery Replacement and Installation

Article 2. CONTRACT TERM

- 2.1 The term of the Contract shall be for a period of 3 years, beginning on (Date), and ending 3 years from that same date.
- 2.2 Since this is a 3 year contract that automatically renews yearly unless either party in writing 60 days prior to renewal submits a change or termination request.
- 2.3 Any proposed yearly increase in the cost of services for any yearly contract extension shall meet the requirements of the cost proposals in the Technical Specifications.

Article 3. CONTRACT PRICE

OWNER shall pay SUPPLIER for providing MSGR Battery Replacement and Installation in accordance with the Contract Documents in current funds based on the prices bid according to the SUPPLIER'S Bid Price Schedule for the actual Products and services provided. The Contract price will be **\$TBD**.



Article 4. PAYMENT PROCEDURE

SUPPLIER shall submit to OWNER invoices for payment of Products provided according to bid amount after delivery of MSGR Battery Replacement and Installation to NDSO facility.

Article 5. SUPPLIER'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, SUPPLIER makes the following representations:

- 5.1** SUPPLIER has familiarized itself with the nature and extent of the Contract Documents, site, locality, and all local conditions and Laws and Regulations (Federal, State and local laws, ordinances, rules and regulations) that in any manner may affect cost, or performance of the services and supply of products specified in the Contract Documents.
- 5.2** SUPPLIER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to SUPPLIER.

Article 6. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and SUPPLIER concerning Service(s) required consist of the following:

- 6.1** This Agreement
- 6.2** Notice of Award
- 6.3** Notice to Proceed
- 6.4** General Conditions
- 6.5** Supplementary General Conditions (if any)
- 6.6** Technical Specifications
- 6.7** Addenda (if any)
- 6.8** SUPPLIER'S Bid Form and Bidder's Proposal
- 6.9** Advertisement for Bids
- 6.10** Instructions to Bidders
- 6.11** The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written Amendments and other documents amending, modifying, or supplementing the Contract Documents. There are no Contract Documents other than those listed above in this Article 6. The Contract



AGREEMENT

Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 7. MISCELLANEOUS

- 7.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.3 OWNER and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

Article 8. OTHER PROVISIONS

NONE.

IN WITNESS WHEREOF, OWNER and SUPPLIER have signed this Agreement in two counterparts. One counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER.



AGREEMENT

This Agreement will be effective on March **TBD**, 2025.

OWNER

NORTH DAVIS SEWER DISTRICT

(Authorized Signature)

District Manager
(Title)

(Attest)

SUPPLIER

(Company Name)

(Authorized Signature)

(Title & Corporate Seal)

(Attest)



NOTICE OF AWARD

Date: March **TBD**, 2025

TO: **TBD**.

ADDRESS: **TBD**

PRODUCTS and SERVICE(S): Providing MSGR Battery Replacement and Installation

CONTRACT FOR: NORTH DAVIS SEWER DISTRICT

You are notified that your Bid dated **TBD** for providing the above Product and Service(s) has been considered. You are the apparent Successful Bidder and have been awarded a Contract for Providing MSGR Battery Replacement and Installation.

The Total Contract Price of your Contract is \$ **TBD** for providing MSGR Battery Replacement and Installation.

Two copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by **TBD**

1. You must deliver to the OWNER two fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement, other documents as specified in the Instruction to Bidders, General Conditions, and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default and to annul this Notice of Award.

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.





NOTICE OF AWARD

NORTH DAVIS SEWER DISTRICT

(Authorized Signature)

District Manager

(Title)

ACCEPTANCE OF AWARD

(Supplier)

(Authorized Signature)

(Title)



NOTICE TO PROCEED

Date: _____, 20 _____

TO:

ADDRESS:

PRODUCT and SERVICE(S): Providing MSGR Battery Replacement and Installation

CONTRACT FOR: NORTH DAVIS SEWER DISTRICT (Owner)

You are notified that the providing of Product and Service(s) under the above Contract is to begin on or before _____, 20_____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement the end of the Contract Term is therefore _____, 20_____.

NORTH DAVIS SEWER DISTRICT

(Authorized Signature)

(Title)

(Date)



ACCEPTANCE OF NOTICE TO PROCEED

(Supplier)

(Authorized Signature)

(Title)

(Date)



Conditions of the Contract

GENERAL CONDITIONS

- (a) “Supplier” means the person or other entity submitting bid to the District to sell product and provide services specified in the Contract Documents.
- (b) “Contract” means the contract entered into between the District and the Supplier. It includes the forms of Bid, and Other Statements of Bidders, these General Conditions of the Contract for providing services and any special conditions included elsewhere in the Contract or the specifications. It includes all formal changes to any of those documents by addendum, change order, or other modification changes.
- (c) “Contracting Officer” means the person delegated the authority by the District to enter into, administer, and/or terminate this contract and designated as such in writing to the Supplier. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the District in all dealings with the Supplier.
- (d) “District” means North Davis Sewer District.
- (e) “Product” means MSGR Battery Replacement and Installation.
- (f) “Services” means the entire services required and specified in whole or part under this Contract.
- (g) “Specifications” means the written description of the technical requirements for providing services and includes the criteria and verifications for determining whether the requirements are met.

2. Supplier’s Responsibility for Providing Product and Services

- (a) The Supplier shall furnish all necessary labor, materials, tools, equipment, and transportation or shipping costs necessary for providing services specified in the Contract Documents.
- (b) At all times during performance of this contract and until the term of this contract has expired, the Supplier shall directly superintend the product and services provided or assigned and have onsite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Supplier.
- (c) The Supplier shall be responsible for all damages to persons or property that occur as a result of the Supplier’s fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Supplier shall hold and save the District, its officers and agents, free and harmless from liability of any nature occasioned by the Supplier’s performance. The Supplier shall also be responsible for all material used and services provided during the term of this contract.



GENERAL CONDITIONS

- (d) The Supplier shall confine all operations (including storage of materials) on District premises to areas authorized or approved by the Contracting Officer.
- (e) The Supplier shall at all times keep the work area, including storage areas, free from accumulations of waste materials and maintain clean, neat and orderly conditions satisfactory to the Contracting Officer.

3. Site Investigation and Conditions Affecting the Work

- (a) The Supplier acknowledges that it has taken steps reasonably necessary to ascertain the nature and locations of the areas where specified services will be provided, and that it has investigated and satisfied itself as to the general and local conditions which can affect the providing of service or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather or physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during process of providing services.
- (b) The District assumes no responsibility for any conclusions or interpretations made by the Supplier based on the information made available by the District. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect providing the specified services by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this Contract.

4. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. Reference in the contract to equipment, materials, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Supplier, at its option, may use any equipment, materials, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in the contract.



GENERAL CONDITIONS

(b) Approval of equipment and materials.

- (1) The Supplier shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Supplier shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature and rating of the machinery and mechanical and other equipment. Before installing the work, the Supplier shall obtain the approval of the Contracting Officer. When required by this contract or by the Contracting Officer, the Supplier shall also obtain the Contracting Officer's approval of the material or articles which the Supplier contemplates incorporating into the work. When requesting approval, the Supplier shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- (2) When required by the specifications or the Contracting Officer, the Supplier shall submit appropriately marked samples (and certificates related to them) for approval at the Suppliers expense, with all shipping charges prepaid. The Supplier shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Supplier's name, and the identification of the project for which the material or product is intended to be used.

5. Permit and Codes

- (a) The Supplier shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Supplier to comply with the specifications in the contract, all services provided shall comply with all applicable codes and regulations as amended by any government agency. The Supplier shall examine the specifications for compliance with applicable codes and regulations bearing on providing the services and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the specifications fail to comply with the applicable codes or regulations, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled, "Changes herein to conform to the code or regulations."



GENERAL CONDITIONS

- (b) The Supplier shall secure and pay for all permits, fees, and licenses necessary for the proper performance of service specified.

6. Health, Safety, and Accident Prevention

- (a) In performing the contract, the Supplier shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by any governmental agency;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, material, supplies, and equipment; and,
- (4) Avoid interruptions to performance of service.

- (b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standard Act (Public Law 91-54, 83 Stat, 96), 40 U.S.C. 3701 et seq.
- (c) The Supplier shall maintain an accurate record of exposure data on all accidents incident to services performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, material, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Para 904.
- (d) The Contracting Officer shall notify the Supplier of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Supplier or the Supplier's representative at the site of the services, shall be deemed sufficient notice of the noncompliance and corrective action required; after receiving the notice, the Supplier shall immediately take corrective action. If the Supplier fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the services work until satisfactory corrective action has been taken. The Supplier shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.



GENERAL CONDITIONS

- (e) The Supplier shall be responsible for its subcontractor's compliance with the provision of this clause. The Supplier shall take such action with respect to any subcontractors as the District, as a means of enforcing such provisions.

7. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Supplier shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the sites where services are provided and which do not unreasonably interfere with the performance of services required under this contract.
- (b) The Supplier shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Supplier shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Supplier shall protect from damage all existing improvements and utilities (1) at or near the site where service are performed and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Supplier.
- (d) The Supplier shall repair any damages to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing them. If the Supplier fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Supplier.

8. Inspection and Acceptance of Products and Services Performed

- (a) Definitions. As Used in this clause.
 - (1) "Acceptance" means the act of an authorized representative of the District by which the District approves the services performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the services performed under the contract to determine whether services conform to contract requirements.
- (b) The Owner or Owner's representative may at any time conduct an inspection to determine and verify that the products and services being provided by the SUPPLIER are in conformance with the contract document requirements and specifications.



GENERAL CONDITIONS

- (c) The Supplier shall, without charge, replace or correct product and services found by the District not to conform to contract requirements.

9. Prohibition against Liens

The Supplier is prohibited from placing a lien on the District's property. This prohibition shall apply to all subcontractors at any tier and all material suppliers.

10. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the Contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulations, or Executive order. In the event of such a conflict, applicable federal law, regulations and Executive Order shall prevail. In the event of a conflict between these General Conditions and the Contract, the terms of the Contract shall prevail.

11. Payments

- (a) The District shall pay the Supplier the price bid and as provided for in this Contract.
- (b) The Supplier shall submit invoices for Products and Service provided when MSGR Battery Replacement and Installation has been delivered to District facility.

12. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or conditions of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g. Changes); or (2) for administrative matters which do not change the rights or responsibility of the parties (e.g. change in the District address). All other contract modifications shall be in the form of supplemental agreements signed by the Supplier and the Contracting Officer.



GENERAL CONDITIONS

13. Suspension of Purchasing Products and Services

- (a) The Contracting Officer may order the Supplier in writing to suspend, delay, or interrupt all or any part of the providing service of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the District.
- (b) If the performance of all or any part of providing services is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified in this contract) an adjustment shall be made for any increases in the cost of performance of the services (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Suppliers for which any equitable adjustment is provided for or excluded under any other provision of this contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Supplier shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after termination of the suspension, delay, or interruption.

14. Disputes

- (a) "Claim" as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.



GENERAL CONDITIONS

- (b) All disputes arising under or relating to this contract, including any claims for damages for the alleged break thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Supplier shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the District against the Supplier shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Supplier of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Supplier (1) appeals in writing to the Board of Trustees, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within thirty (30) days unless otherwise indicated after receipt of the Contracting Officer's decision.
- (f) The Supplier shall proceed diligently with performance of this Contract, pending final resolution of any request of relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

15. Termination of Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the District. Any such Termination shall be affected by delivery to the Supplier of a Notice of Termination specifying the extent to which the performance of Services under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of Services are terminated, either in whole or in part, the District shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the District of a properly presented claim setting out in detail: (1) the total cost of the services performed to date of termination less the total amount of payments made to the Supplier.
- (c) The Contracting Officer will act on the Suppliers claim within days (60 days unless otherwise indicated) of receipt of the Supplier's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this Contract.



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16. Assignment of Contract

The Supplier shall not assign or transfer any interest in this contract except that claims for monies due or to become due from the District under the contract may be assigned to a bank, trust company, or other financial institution. Such assignment of claims shall only be made with the written concurrence of the Contracting Officer. If the Supplier is a partnership, this contract shall insure to be benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

17. Insurance

- (a) The Supplier and each Subcontractor shall maintain or cause to be maintained on its behalf insurance policies of the types required below with insurance companies authorized to do business in the State of Utah, (i) having a Best Insurance Reports rating of "A" or better and a financial size category of "X" or higher. All sureties shall be listed in the Department of the Treasury Circular 570, with bond amounts not exceeding the 'underwriting limitation' amount listed:
- (1) Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than \$1,000,000 for each: accident, disease and employee. No owner or officer may be excluded.
 - (2) General Liability Insurance: Commercial General Liability written on an occurrence basis, arising out of claims for bodily injury (including death), property damage, products liability, completed operations liability, personal injury, advertising injury, damage to premises rented to you, with not less than \$1,000,000 per occurrence/\$2,000,000 aggregate. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability.
 - (3) Automobile Liability Insurance: Automobile liability insurance for the Supplier's liability arising out of the use of any owned, leased, non-owned and hired vehicles of the Supplier, with a symbol 1 for any auto, statutory no-fault limits and a liability limit not less than \$1,000,000 each accident.
 - (4) Excess Liability Insurance: The amounts of insurance required in the foregoing subsections may be satisfied by the Supplier purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the required limits specified above, and the



GENERAL CONDITIONS

Excess Liability policy includes/is excess of all required underlying endorsements. Evidence of excess liability or umbrella policies shall include a schedule of underlying coverages.

- (5) **Cargo Insurance:** In the event the supplier shall be responsible for materials or goods in-transit, cargo insurance shall be maintained for the transportation type (Motor, Ocean or Air) not less than the replacement cost or the cargo, including any reorder and expediting costs.
 - (6) **Contractors Pollution (Environmental) Liability Insurance:** Contractor's pollution (Environmental) liability insurance for the Contractor's liability arising out of their operations. Coverage shall apply to all operations undertaken by the contractor, with not less than \$1,000,000 per occurrence/\$1,000,000 aggregate.
 - (7) **Contractors Professional Liability (Errors & Omissions) Insurance:** Professional Insurance for Contractor's liability arising out of the rendering of professional services, including faulty workmanship, or any other professional service, including construction management and design related work, with not less than \$1,000,000 per occurrence/\$1,000,000 aggregate.
 - (8) **Bid Bond:** Supplier shall provide a bid bond equal to 5% of the contract bid.
 - (9) **Payment & Performance Bond:** Supplier shall provide a payment & performance bond for the duration of the project, in an amount no less than 100% of the Contract/Agreement.
- (b) **Insurance Provisions:**
- (1) **Additional Insured:** The Supplier and each subcontractor shall name the District as an Additional Insured, for the above referenced insurance requirements.
 - (2) **Waiver of Subrogation:** The Supplier hereby waives any and every claim for recovery from the District, Lenders and their respective offices and employees for any and all loss or damage covered by any of the insurance policies to be maintained under this Contractor agreement to the extent that such loss or damage is recovered under any such policy.
 - (3) **Severability of Interests:** The Supplier's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.



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- (4) **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retention, exceeding 5% or the policy limit must be declared to and approved by the District. At the option of the District, either: the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.
- (5) **Incident Reporting:** Contracting party shall agree to disclose to the District, all incidents or occurrences of accident, injury, and/or property damage, regardless of whether such incidents are submitted as claims under the contractor's insurance policies.
- (6) **Evidence of Insurance:** On or before the effective date of each policy and on an annual basis at least 10 days prior to each policy anniversary, the Supplier shall furnish the District with (1) certificates of insurance or binders, in a form acceptable to the District, evidencing all of the insurance required by the provisions of this Section. Supplier shall provide a certificate of insurance verifying completed operations coverage for a period of not less than two years after contract completion. The certificates and endorsements are to be furnished to and accepted by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.
- (7) **Claims-Made Policies:** If any policies are written on a claims-made basis, the policy shall provide the Supplier the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period (Tail) of not less than two years. The Supplier agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Supplier's failure to purchase such an extended reporting period as required by this paragraph shall not relieve it of any liability under this Contract. The retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Supplier purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto. Supplier agrees to maintain and evidence any claims made policies for one year beyond the expiration date of this contract.



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- (8) **Policy Cancellation and Change:** All insurance policies shall be endorsed so that if at any time they are canceled, such cancellation shall not be effective for the District for 30 days, except for non-payment of premium which shall be for 10 days. If any materials change in coverage should occur, the Supplier shall provide notice of any material change in coverage to the District immediately.
- (9) **Liability Limits:** The liability limits shown in this Section are minimum requirements. To the extent the Supplier maintains, or causes to be maintained on its behalf, liability limits which are higher than the minimum limits stated in this Section, the higher liability limits shall be required of the Supplier.
- (10) **Failure to Maintain Insurance:** In the event the Supplier fails, or fails to cause others on their behalf, to purchase or maintain the full insurance coverage required by this Section, the District, upon 30 days' prior notice (unless the required insurance would lapse within such period, in which event notice will be given as soon as reasonably possible) to the Supplier of any such failure, may (but shall not be obligated to) purchase the required policies of insurance and pay the premiums on the same. All amounts so advanced thereof by the District shall become an additional obligation of the Supplier to the District, and the Supplier shall pay such amounts to the District, together with interest thereon from the date so advanced. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employee or volunteers.
- (11) **No Duty to Verify or Review:** No provision of this Section or any provision of any document related to this agreement shall impose on the District any duty or obligation to verify existence or adequacy of the insurance coverage maintained by the Supplier, nor shall District be responsible for any representations or warranties made by or on behalf of the Supplier to any insurance company or underwriter. Any failure on the part of the District to pursue or obtain the evidence of insurance required by this agreement from the Supplier and/or failure of the District to point out any non-compliance of such evidence of insurance shall not constitute a waiver of any of the insurance requirements in this agreement.
- (12) **Subcontractors:** Supplier shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the requirements stated herein.



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- (13) Indemnification: Supplier shall indemnify and hold harmless the District, its officers, agents, employees and volunteers from all damages, costs of expenses in law or equity, including attorney's fees, that may at any time arise or be set up because of damages to property, bodily injury, or personal injury received by reason of or in the course of providing services to the District but only to the extent caused by any willful, negligent or wrongful act or omission of the contracting party, any of their employees or any subcontractors.
- (14) Loss Control and Safety: The Supplier shall retain control over its employees, agents, servants, and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Supplier shall not be deemed to be an agent of the District. Precaution shall be exercised at all times by the Supplier for the protection of all persons, including employees and property. The Supplier shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

18. Subcontractor

- (a) Definitions. As used in this Contract.
- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.
- (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, material, equipment, or services to or for the Contractor or another Subcontractor.
- (b) The Supplier shall be fully responsible for the acts or omissions of its subcontractors and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Supplier.
- (c) The Supplier shall insert appropriate clauses in all Subcontracts to bind Subcontractors to the terms and conditions of this contract insofar as they are applicable to work of Subcontractors.

19. Equal Employment Opportunity

During the performance of this contract, the Supplier agrees as follow:



GENERAL CONDITIONS

- (a) The Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Supplier shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap.

20. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the District, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the District was activated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

21. Examination and Retention of Supplier's Records

- (a) The District shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Supplier's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.
- (b) The Supplier agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraph (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the District has taken exception shall continue until disposition of such appeals, litigations, claims, or exceptions.



GENERAL CONDITIONS



Technical Specifications

TECHNICAL SPECIFICATIONS

The North District Sewer District, located at 42352 West 2200 South Syracuse, Utah 84075, owns a medium voltage substation named MSGR. Its controls consist of 95 Alcad HC100P batteries. The batteries are at end of life and the District is looking for a Supplier to complete the following, while maintaining functionality of the MSGR:

1. Remove all 95 batteries, thoroughly clean all battery mounting racks and supports, and install 95 new Alcad HC100P batteries or an exact match including battery size to the Alcad batteries. Replacement of all inercell, inner row and inner tier connectors. All connections will be assembled with NO-OX-ID non silicone based grease. All batteries must have a full 5-year warranty, 20-year prorated.
2. Cost proposal should include all labor for removal, cleaning, repackaging, installation, and start-up and commissioning, including load bank testing to verify functionality. The cost proposal must include all freight costs for batteries to MSGR site, and cost to ship old batteries to appropriate recycling facility.
3. All old batteries must be recycled following all proper recycle methods. A reclamation Certificate must be sent to NDSD to show this step has been completed.

