



Purchase of Stainless Steel Slide Gates

for the

North Davis Sewer District

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

January 2017

NORTH DAVIS SEWER DISTRICT

PURCHASE OF

STAINLESS STEEL SLIDE GATES

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, UT 84075 until 12:00 PM
On: January 5, 2018



TABLE OF CONTENTS

BIDDING REQUIREMENTS

| | |
|--------------------------------------|------|
| Advertisement for Bids | BR-1 |
| Instructions to Bidders | BR-2 |
| Bid Form and Bidder's Proposal | BR-8 |

CONTRACT FORMS

| | |
|-----------------------------------|------|
| Purchase Agreement | CF-1 |
| Notice of Award | CF-4 |
| Notice of Intent to Purchase..... | CF-6 |

CONDITIONS OF THE CONTRACT

| | |
|--------------------------|------|
| General Conditions | CC-1 |
|--------------------------|------|

TECHNICAL SPECIFICATIONS

| | |
|---------|------|
| TS..... | TS-1 |
|---------|------|

ADVERTISEMENT FOR BIDS

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

Separate sealed BIDS for the Purchase of 2 Stainless Steel Slide Gates will be received by NORTH DAVIS SEWER DISTRICT at the District Offices, 4252 West 2200 South, Syracuse, Utah, 84075 Until 12:00 PM (local time), January 5, 2018 and then at said office publicly opened and read aloud.

The Purchase Includes:

2 Stainless Steel Slide Gates as per Technical Specifications and Freight from Point of manufacturing to North Davis Sewer District Treatment Plant

Delivery period of the purchase item shall be **112** calendar days 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 Intent to Purchase.

The CONTRACT DOCUMENTS will be available on **December 22, 2017** and may be examined at the following location after that date.

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

Copies of the Contract Documents may be obtained at the above office.

NORTH DAVIS SEWER DISTRICT

PUBLISHED: **December 23, 2017 & December 24, 2017**



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 from Owner.
- 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 purchase items, and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to sell the item to be purchased by Owner, each bidder must submit business license, authorized dealer certificate and such other data as set forth in the Supplementary Conditions. Each Bid must contain evidence of Bidder’s qualification to legally do business and sell items to be purchased to the Owner and in the location of the Owner’s jurisdiction.

4. EXAMINATION OF CONTRACT DOCUMENTS

- 4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) consider federal, state and local Laws, ordinances rules and regulations that may affect cost, ability to sell the purchase items. (c) study and carefully correlate bidder’s understanding with the Contract Documents, and (d) 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 selling and furnishing the purchase item and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for selling and delivering of the purchase item.

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 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. DELIVERY TIME

- 6.1** The date by which the purchase item is to be delivered to Owner and ready for final payment (the Delivery time) is set forth in the Bid Form and the Agreement.

7. SUBSTITUTE PURCHASE ITEM

- 7.1** The Contract, if awarded, will be on the basis of purchase item described and specified in the Specifications without consideration of possible substitute or “or equivalent” items. Whenever it is indicated or specified in the Specifications that a substitute or “or-equivalent” item of equipment or material, etc. may be furnished by Seller, application for such acceptance shall be submitted before signing of the Agreement.

8. SUPPLIERS AND OTHERS

- 8.1** All bidders shall submit, with their bid, a list of all suppliers and other persons and organizations proposed for providing any portion of Purchase Item(s) specified in the Contract Documents. List shall include a description of what each SUPPLIER will provide and pertinent information about SUPPLIER’S experience and business qualifications.



INSTRUCTIONS TO BIDDERS

9. BID FORM

- 9.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Owner.
- 9.2 All pertinent blanks on the Bid Form must be completed in ink or by typewriter.
- 9.3 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.
- 9.4 Bids by partnerships must be executed in the partnership name and signed by partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 9.5 All names must be typed or printed below the signature.
- 9.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 9.7 The address and telephone number for communications regarding the Bid must be shown. A FAX number and E-mail address, where available, shall be shown.

10. SUBMISSION OF BIDS

- 10.1 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 purchase item 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.
- 10.2 Prospective Bidders are furnished on copy of the Bidding Documents with one each of the Bid Form. The Bidding Documents may be retained by the Bidder. The Bid Form is to be completed and submitted to Owner.



INSTRUCTIONS TO BIDDERS

11. MODIFICATION AND WITHDRAWAL OF BIDS

- 11.1** 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.
- 11.2** If, within twenty-four hours after Bids are opened, any Bidders 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 Purchase Item to be provided under the Contract Documents.

12. OPENING OF BIDS

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

13. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 13.1** All Bids shall remain subject to acceptance for forty-five days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid prior to that date.

14. AWARD OF CONTRACT

- 14.1** 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.

- 14.2** 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.
- 14.3** Owner may consider the qualifications and experience of sellers and other persons and organizations proposed to furnish materials and equipment for Purchase Items. Owner may consider the operating costs, maintenance requirements, performance data and guarantee of major items of materials and equipment proposed in Bid Documents when such data is required to be submitted prior to the Notice of Award.
- 14.4** Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and the ability of Bidders to sell and furnish Purchase Items in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 14.5** 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.
- 14.6** If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within five days after the next meeting of the Board of Trustees.

15. 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, Contractor shall sign and deliver two counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver on fully signed counterpart to Contractor.

16. LICENSE REQUIREMENTS

All Bidders must meet the requirements of the Utah State Business License Law.

INSTRUCTIONS TO BIDDERS

17. LICENSE REQUIREMENTS

Delivery date of the Purchase Items is on or before **June 1, 2018**. The District intends to award the contract at the Board of Trustees next meeting following the Bid Opening and issue a Notice of Intent to Purchase as soon as possible thereafter.



BID FORM AND BIDDER'S PROPOSAL

Project: Supply of 2 Stainless Steel Slide Gates

THIS BID IS SUBMITTED TO:

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

Bid opening will be conducted at the office of:

NORTH DAVIS SEWER DISTRICT
4252 West 2200 South
Syracuse, UT 84075
Day, Date and Time: January 5, 2018

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 furnish Purchase Item (which includes providing services and etc.) As specified or indicated in the Contract Documents for the Purchased Item price and within the delivery time 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 forty-five 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 FORM 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 Purchase Item.
 - 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 Purchase Item will be ready for final payment on the specified delivery date.
 - 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

TELEPHONE NUMBER

FAX NUMBER



BID FORM AND BIDDER'S PROPOSAL

7. The terms used in this Bid which are defined in the General Conditions, included as part of the Agreement have the meanings assigned to them in the General Conditions.
8. **DELIVERY SCHEDULE:** The BIDDER shall deliver Purchase Item for the unit price or lump sum price as provided in the Unit Price or Lump Sum bid schedule.
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.



UNIT PRICE BID FORM

See the Special Provisions in the Technical Specifications for a complete description of Measurement and Payment.

| NO. | Item | Unit | Approx. Quantity | Unit Price | Total Price |
|-----|--|------|---------------------|---------------|----------------|
| 1. | Stainless Steel Slide Gate | | 2 | \$ _____ | \$ _____ |
| 2. | Freight from origin to NDSO Treatment Facility | | 2 | \$ _____ | \$ _____ |
| 3. | | | | | |

TOTAL BID PRICE: \$ _____

(TOTAL BID PRICE WRITTEN)



LUMP SUM BID FORM

The lump sum bid or all described in the Advertisement for Bids is:

TOTAL BID PRICE: \$ _____

(TOTAL BID PRICE WRITTEN)



BID FORM 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 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 FORM 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 FORM 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.)



PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is entered into as of the _____ day of _____ in the year 20_____ by and between NORTH DAVIS SEWER DISTRICT (hereinafter called OWNER) and _____ (hereinafter called SELLER)

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

Article 1. WORK

SELLER shall furnish purchase item(s) as specified or indicated in the Contract Documents. The purchased item(s) is generally described as follows:

_____.

Article 2. DELIVERY TIME

2.1 The Purchase Item shall be delivered and ready for final payment by

_____, _____, _____
Month Day Year

Article 3. PURCHASE PRICE

OWNER shall pay SELLER for furnishing Purchase Item(s) in accordance with the Contract Documents in current funds based on the prices bid according to the SELLER’S Bid price Schedule for the Purchased Item(s) delivered. The total purchase price will be \$_____ or an amount to be determined by a unit price bid.

Article 4. PAYMENT PROCEDURE

SELLER shall submit invoices for Payment in accordance with the General Conditions. Applications for payment will be processed as provided in the General Conditions.



AGREEMENT

- 4.1 OWNER shall make 80% payment on Purchase Item upon delivery, inspection, and verification of purchase item's compliance with specifications.
- 4.2 The final 20% of payment will be made after completion of all required start-up and training specified has been completed.

Article 5. SELLERS REPRESENTATIONS

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

- 5.1 SELLER has familiarized itself with the nature and extent of the Contract Documents, and all local conditions and 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 Purchase Item(s).
- 5.2 SELLER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof OWNER is acceptable to SELLER.

Article 6. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and SELLER concerning Purchase Item(s) consist of the following:

- 6.1 This Agreement
- 6.2 Notice of Award
- 6.3 Notice of Intent to Purchase
- 6.4 General Conditions
- 6.5 Supplementary General Conditions (if any)
- 6.6 Technical Specifications
- 6.7 Addenda (if any)
- 6.8 SELLER'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 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 SELLER 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

- 8.1** None

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



AGREEMENT

This Agreement will be effective on _____, 20_____

OWNER

NORTH DAVIS SEWER DISTRICT

(Authorized Signature)

(Title)

(Attest)

SELLER

(Company Name)

(Authorized Signature)

(Title & Corporate Seal)

(Attest)



NOTICE OF AWARD

Date: _____ 20 _____

TO:

ADDRESS:

PURCHASE ITEM: _____

CONTRACT FOR: NORTH DAVIS SEWER DISTRICT

You are notified that your Bid dated _____, 20_____ for the above Purchase Item(s) has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the Purchase Item(s).

The total Bid Price of Purchase Item(s) is \$_____

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 _____, 20_____

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 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)

(Title)

ACCEPTANCE OF AWARD

(Seller)

(Authorized Signature)

(Title)



NOTICE OF INTENT TO PURCHASE

DATE _____, 20 _____

TO:

ADDRESS:

PURCHASE ITEM: _____

CONTRACT FOR: NORTH DAVIS SEWER DISTRICT (Owner)

You are notified that OWNER will purchase Purchase Item(s) specified in Contract Documents.
You are notified that the Purchase Item(s) delivery time under the above Contract is on or before _____, 20_____. By that date, you are to deliver Purchase Item(s) complete under obligations and in compliance with the Contract Documents.

NORTH DAVIS SEWER DISTRICT

(Authorized Signature)

(Title)

(Date)



ACCEPTANCE OF NOTICE OF INTENT TO PURCHASE

(Supplier)

(Authorized Signature)

(Title)

(Date)



GENERAL CONDITIONS

1. Definitions

- (a) “Seller” means the person or other entity submitting bid to the District to sell Purchase Item(s) provided for in the Contract Documents.
- (b) “Contract” means the contract entered into between the District and the Seller. It includes the forms of Bid, and Other Statements of Bidders, these General Conditions of the Contract for any special conditions included elsewhere in the Contract on the specifications. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (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 Seller. 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 Seller.
- (d) “District” means North Davis Sewer District.
- (e) “Purchase Item(s)” means the entire purchase package whether single piece, or item of equipment, or materials, chemicals, supplies or many items.
- (f) “Specifications” means the written description of the technical requirements for Purchase Item(s) and includes the criteria and verifications for determining whether the specifications are met.

2. Seller’s Responsibility for Purchase Item(s)

- (a) The Seller shall furnish all necessary labor materials, equipment, and transportation necessary for delivery of the Purchase Item(s) specified in the Contract Documents.
- (b) The Seller’s responsibility will terminate when all components of Purchase Item(s) have been delivered and accepted by Owner unless there are warranty/guaranty provisions that the Seller has responsibility for in which case, Seller’s responsibility will terminate at the expiration of warranty/guaranty period.
- (c) Seller shall submit a complete and detailed description of Purchase Item(s) to Owner for review and comment before production and/or final order is confirmed. After review owner will mark submittal with comments and respond that submittal is “Rejected” or needs to be “Amended and Resubmitted” or “Make Corrections Noted” or “Accepted No Comments.”



GENERAL CONDITIONS

3. Materials Workmanship

- (a) All equipment materials, 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 process 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 Seller may, at its option, use any equipment, materials, article, or item 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.
- (b) Approval of equipment and materials.
 - (1) The Seller shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment that are to be part of the Purchase Item(s). When requesting approval, the Seller 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.

4. Inspection and Acceptance of Purchase Item(s)

- (a) Definitions. As used in this clause
 - (1) "Acceptance" means the act of an authorized representative of the District by which the District approves and assumes ownership of the Purchase Item(s) furnished under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the Purchase Item(s) furnished under the contract (including, when appropriate, raw materials, equipment, components) to determine whether services conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines that the functioning of the Purchase Item(s) is as specified.



GENERAL CONDITIONS

5. Purchase Item(s) Warranty

- (a) In addition to any other warranties in this contract, the Seller warrants that Purchase Item(s) furnished under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the manufacturer. This warranty shall continue for a minimum period of one year unless otherwise indicated from the date of final acceptance of the Purchase Item(s).
- (b) The Seller shall remedy, at the Seller's expense, any failure to conform, or any defect.
- (c) The Owner shall notify the Seller within a reasonable time after the discovery of any failure, defect, or damage.
- (d) With respect to all warranties, express or implied, from manufacturers, or suppliers for Purchase Item(s) furnished and material furnished under this contract, the Seller shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the District;
 - (3) Submit all written warranties to District; and
 - (4) Enforce all warranties for the benefit of the District.
- (e) These warranties shall not limit the District's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

6. Prohibition Against Liens

The Seller is prohibited from placing a lien on the District's property.

7. Delivery Period

The Seller shall furnish Purchase Item(s) complete as required under this contract within the delivery schedule established in the Notice of Intent to Purchase issued by the Owner.



GENERAL CONDITIONS

8. 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.

9. Payments

- (a) The District shall pay the Seller the price bid, as provided for this Contract.
- (b) The District shall make the final payment due the Seller under this contract after delivery and final acceptance complete Purchase Items.

10. 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.
- (c) 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 Seller and the Contracting Officer.

11. 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.



GENERAL CONDITIONS

12. Royalties and Patents

The Seller shall pay all royalties and license fees, it shall defend all suits or claims for infringement of any patent rights and shall save the District harmless from loss on account thereof; except that the District shall be responsible for all such loss when a particular design, process, or the precuts of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give notice shall make the Contractor responsible for the resultant loss.



TECHNICAL SPECIFICATIONS

SPECIFICATIONS FOR STAINLESS STEEL FABRICATED SLIDE GATE

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. The equipment provided under this section shall be fabricated, and assembled, in full conformity with the drawings, specifications, engineering data, instructions, and recommendations of the slide gate manufacturer unless exceptions are noted by the owner.

Gates and operators shall be supplied with all the necessary parts and accessories indicated in the technical specifications required for a complete and properly operating installation, and shall be the latest standard product of a manufacturer regularly engaged in the production of fabricated water control gates.

- B. Unit Responsibility: To insure compatibility of all components directly related to the slide gates, unit responsibility for the slide gates, actuators and accessories as described in this section shall be the responsibility of the slide gate manufacturer unless specified otherwise.

1.02 SUBMITTALS

Submittals shall include as a minimum:

1. Shop Drawings
2. Manufacturer's operation and maintenance manuals and information.
3. Manufacturer's installation certificate.
4. Manufacturer's equipment warranty.
5. Design calculations demonstrating lift loads and deflection in conformance to the application requirements. Design calculations shall be approved by a licensed engineer (PE) and shall be available upon request.

1.03 QUALITY ASSURANCE

A. Qualifications

1. All of the equipment specified under this Section shall be furnished by a single manufacturer with a minimum of 10-years of experience designing and manufacturing slide gates. The manufacturer shall have manufactured stainless steel slide gates of the type described herein for a minimum of 20 similar projects.
2. The sealing system shall be certified and tested for operation and performance to leakage specifications compliant with AWWA C-561 for a minimum of 100,000 cycles.

TECHNICAL SPECIFICATIONS

PART 2: EQUIPMENT

2.01 GENERAL

- A. The slide gate shall meet the requirements of the Waterman Model SS-253-1 or equivalent.
- B. The gates shall contain a gear reduction hand crank operator.
- C. The gates shall be compliant with the latest version of AWWA C561 as described below.
- D. Materials:

| COMPONENTS | MATERIALS |
|---|---|
| Frame, Yoke, Cover Slide, Wall Thimbles | Stainless Steel ASTM A240, Type 316 |
| Seat/Seals & Stem Sleeves | Ultra High Molecular Weight Polyethylene (UHMWPE) ASTM D-4020 |
| Cord Seal | Nitrile ASTM D 2000 |
| Flush Bottom Seals | Viton ASTM D1418 |
| Stems | Stainless Steel: ASTM A-276, AISI Type 316 |
| Stem cover | Clear Butyrate With Mylar Strip |
| Stem Guides | Stainless Steel (ASTM A-240 – Type 316L) UHMW Bushed |
| Wall Brackets | Stainless Steel: ASTM A-240, AISI Type 316L |
| Pedestals | Stainless Steel: ASTM A-240/A-312, AISI Type 316 |
| Fastener's and Anchor Bolts | Stainless Steel: ASTM A-593 and 594, Type 316 CW |

TECHNICAL SPECIFICATIONS

E. Gate Schedule:

| Equipment Number | Gate Size, inch ¹ | Gate type ² | Opening Direction ³ | Bottom Seating ⁴ | Design Head, feet | | Operator Type |
|-------------------------|--|------------------------|--------------------------------|-----------------------------|-------------------|-----------|-------------------------------|
| | | | | | Seating | Unseating | |
| 01-101A & 01-102A | 60" wide 96" Tall Opening 5'WX3' H | Wall Mounted | Upward | Flush Bottom | 15 Feet | 15 Feet | Manual enclosed gear operator |

2.02 FRAME AND GUIDE RAILS

- A. The gate frame shall be composed of 316 stainless steel guide rails with UHMW seat/seals upstream and downstream. The seat/seals shall form a tight seal between the frame and the slide (disc). The guides will be of sufficient length to support ½ the height of the slide when in the full open position.
- B. Yoke shall not deflect more than 1/360th of the span under full head break load.
- C. Seals shall be replaceable without removing the frame from the wall. In the case of embedded gates, they shall be constructed in a manner that allows replacement of the seals without removal of the gate frame from the embedment.

2.03 STEM AND STEM GUIDE

- A. Material
 1. The stem shall be solid 316 stainless steel, grade 5.
- B. Design
 1. Guides shall be adjustable with split stem sleeves. Guides shall be spaced per the manufacturer's recommendations. The stem L/r ratio shall not exceed 200.
 2. Stem threads shall be machine-cut 29-degree full Acme or stub Acme type.
 3. Nominal diameter of the stem shall not be less than the crest of the threaded portion.

TECHNICAL SPECIFICATIONS

2.04 SEALS

- A. The UHMW seats shall impinge on the slide (disc) by way of a continuous loop cord seal. Seal designs incorporating resilient seals such as “J-bulb” or “P” seals that come in direct contact with the friction surface of the slide will not be considered.
- B. The cord seal shall function as a seal between the frame and the UHMW, and as a spring force to maintain contact between the UHMW and the slide (disc).
- C. The resilient bottom seal shall be set into the invert member of the frame which shall be formed in a manner to protect 3 sides of the seal only exposing the side that will come in contact with the slide. Disc-mounted invert seals exposing additional surface area will not be permitted.
- D. The self-adjusting seal system shall provide an allowable leakage rate of no more than ½ AWWA leakage rate per minute per peripheral foot of perimeter opening for seating and unseating heads.
- E. The resilient bottom seal shall be set into the invert member of the frame which shall be formed in a manner to protect 3 sides of the seal only exposing the side that will come in contact with the slide. Disc-mounted invert seals exposing additional surface area will not be permitted.
- F. The self-adjusting seal system shall provide an allowable leakage rate of no more than ½ AWWA leakage rate per minute per peripheral foot of perimeter opening for seating and unseating heads.

2.05 SLIDE COVER (DISC)

- A. The slide cover (disc) shall be stainless steel plate reinforced with structural shapes welded to the plate.
 - 1. The slide cover shall not deflect more than 1/720th of the span, or 1/16” at the seated sealing surface of the gate under maximum specified head.
 - 2. The stem to gate connection shall be either the clevis type, with structural members welded to the slide and a bolt or bolts to act as a securing method, or a threaded and bolted (or keyed) thrust nut supported in a welded nut pocket.
 - 3. The clevis, or pocket and yoke, of the gate shall be capable of taking, without damage, at least twice the rated thrust output of the operator at 40 pounds of pull on a hand wheel or hand crank, and at locked-rotor stall of a motor operator.
 - 4. The slide cover shall be constructed with vertical and horizontal reinforcement ribs.
 - 5. All welds shall be performed by an AWS-certified welding technician.

TECHNICAL SPECIFICATIONS

2.06 ANCHOR BOLTS

- A. Anchor hardware shall be provided by the slide gate manufacturer.
 - 1. The size, quantity, and location of the anchor hardware shall be engineered by the slide gate manufacturer.
 - 2. Anchor hardware consisting of anchors, studs, nuts and washers shall be provided by the gate manufacturer.

PART 3: EXECUTION

3.01 INSTALLATION

- A. Installation of the gates shall be performed in accordance with standard industry practices. It shall be the responsibility of the OWNER to handle, store, and install the equipment specified in this Section in strict accordance with the Manufacturer's recommendations.
- B. The OWNER shall review the installation drawings and installation instructions prior to installing the gates.
- C. The gate frames shall be installed in a true vertical plane, square and plumb, with no twist, convergence, or divergence between the vertical legs of the guide frame.
- D. The OWNER shall fill any void between the guide frames and the structure with non-shrink grout as shown on the installation drawing and in accordance with the grout manufacturer's recommendations.
- E. The frame cross rail shall be adjusted as required to maintain consistent seal compression across the full width of the gate.

3.02 FIELD TESTING

- A. After installation, all gates will be field tested in the presence of the OWNER to ensure that all items of equipment are in full compliance with this Section. Each gate assembly shall be water tested by the OWNER, to confirm that leakage does not exceed the specified allowed leakage.