



**NOTICE OF A VINEYARD REDEVELOPMENT
AGENCY BOARD MEETING
March 23, 2022, at 6:00 PM**

Public Notice is hereby given that the Vineyard Redevelopment Agency Board will hold a meeting on Wednesday, March 23, 2022, starting at 6:00 PM or as soon thereafter as possible, following the City Council Meeting, in the City Council Chambers at 125 South Main Street, Vineyard, Utah. This meeting can also be viewed on our [live stream page](#).

AGENDA

1. CALL TO ORDER

2. CONSENT AGENDA

2.1 Approval of the March 9, 2022 RDA Meeting Minutes

3. BUSINESS ITEMS

3.1 DISCUSSION AND ACTION – Water Tank and Booster Pump Station Bid Award

(15 minutes)

Public Works Director Chris Wilson is requesting approval to award the construction of the water tank and booster pump station to Dry Creek Structures. The RDA Board will take appropriate action.

3.2 DISCUSSION AND ACTION – Hansen Allen and Luce Contract Amendment No. 1

(15 minutes)

Public Works Director Chris Willson will present an amendment to the budget for the Hansen Allen and Luce contract. The RDA Board will take appropriate action.

4. ADJOURNMENT

RDA meetings are scheduled as necessary.

The Public is invited to participate in all Vineyard Redevelopment Agency meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Deputy Recorder at least 24 hours before the meeting by calling (801) 226-1929.

I the undersigned duly appointed City Recorder for Vineyard, Utah, hereby certify that the foregoing notice and agenda was emailed to the Salt Lake Tribune, posted at the Vineyard City offices, the Vineyard City website, the Utah Public Notice website, delivered electronically to city staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON: March 18, 2022

CERTIFIED (NOTICED) BY: /s/Pamela Spencer
PAMELA SPENCER, CITY RECORDER



**MINUTES OF A VINEYARD REDEVELOPMENT
AGENCY BOARD MEETING**

City Council Chambers
125 South Main Street, Vineyard, Utah
March 9, 2022, at 7:00 PM

Present

Chair Julie Fullmer
Boardmember Tyce Flake
Boardmember Amber Rasmussen
Boardmember Mardi Sifuentes

Absent

Boardmember Cristy Welsh

Staff Present: City Manager Ezra Nair, City Attorney Jayme Blakesley, Sergeant Holden Rockwell with the Utah County Sheriff's Office, Public Works Director Chris Wilson, Finance Director David Mortensen, Community Development Director Morgan Brim, Water Manager Sullivan Love, City Recorder Pamela Spencer, Planning Commission Chair Jeff Knighton, Planning Commission Vice-chair Bryce Brady

1. CALL TO ORDER

 Chair Fullmer opened the meeting at 7:00 PM.

2. CONSENT AGENDA

2.1 Approval of the February 23, 2022 RDA Meeting Minutes

 Chair Fullmer called for a motion.

 **Motion:** BOARDMEMBER FLAKE MOVED TO APPROVE THE CONSENT ITEMS AS PRESENTED. BOARDMEMBER RASMUSSEN SECONDED THE MOTION. CHAIR FULLMER, BOARDMEMBERS FLAKE, RASMUSSEN, AND SIFUENTES VOTED AYE. BOARDMEMBER WELSH WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

3. BUSINESS ITEMS

3.1 DISCUSSION AND ACTION – X Development Incentive Application

RDA Director Jacob McHargue will present an incentive application from X Development, requesting RDA assistance to increase pedestrian connectivity and improve other infrastructure at The Yard. X Development is also seeking to add additional entertainment experiences with Topgolf. The additional experience will include a high-end destination Putting Course and two 30-foot by 50-foot outdoor HD-LED display screens. The RDA Board will take appropriate action.

49  Chair Fullmer explained that after staff reviewed the application they spoke with the applicant,
50 and they are requesting that this item being postponed to a future meeting and called for a motion
51 to continue it.

52
53  **Motion:** BOARDMEMBER FLAKE MOVED TO CONTINUE THE APPLICATION FOR
54 THE RDA FUNDING BY THE X DEVELOPMENT CORPORATION. BOARDMEMBER
55 SIFUENTES SECONDED THE MOTION. CHAIR FULLMER, BOARDMEMBERS FLAKE,
56 RASMUSSEN, AND SIFUENTES VOTED AYE. BOARDMEMBER WELSH WAS ABSENT.
57 THE MOTION CARRIED WITH ONE ABSENT.

58
59
60 **4. ADJOURNMENT**

61  Chair Fullmer called for a motion to adjourn the meeting.

62
63  **Motion:** BOARDMEMBER SIFUENTES MOVED TO ADJOURN THE MEETING AT
64 7:02 PM. BOARDMEMBER RASMUSSEN SECONDED THE MOTION. CHAIR FULLMER,
65 BOARDMEMBERS FLAKE, RASMUSSEN, AND SIFUENTES VOTED AYE.
66 BOARDMEMBER WELSH WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

67
68
69 MINUTES APPROVED ON: _____

70
71 CERTIFIED CORRECT BY: /s/ Pamela Spencer
72 PAMELA SPENCER, CITY RECORDER



VINEYARD REDEVELOPMENT AGENCY BOARD REPORT

Meeting Date: 3-23-2022

Agenda Item: 3.1 Water Tank Bid Award

Department: Public Works

Presenter: Chris Wilson

Background/Discussion:

Staff is working with Hansen, Alan & Luce Engineers (HAL) on the design of the city water tank and pipeline improvements. We have completed our bidding process for the 6MG Tank and Booster Pump Station phase of the project. This phase of the project will complete the water tank, booster pump station, and any on site pipe work. We pre-qualified 5 contractors to bid on the project and received 3 bids. Staff proposes to award this project to the low bidder, Dry Creek Structures with a 10% contingency to cover any supplemental work or unforeseen change orders to the project.

Fiscal Impact:

Dry Creek Structures	\$ 15,954,566.00
Contingency (10%)	<u>\$ 1,595,566.00</u>
Total	\$ 17,550,022.00

Recommendation:

Motion to Approve

Sample Motion:

I move to award the 6-million-gallon Tank and Booster Pump Station phase of the water tank project to Dry Creek Structures, approve the proposed budget, and allow staff to contract with Dry Creek to complete the work as proposed.

Attachments:

Contractor Bid Summary
Dry Creek Structures Bid
Notice Of Award

**CITY OF VINEYARD – 6MG TANK AND
BOOSTER PUMP STATION**

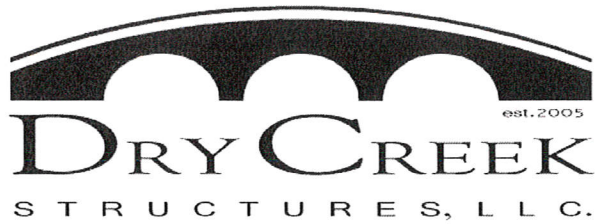
MARCH 2022

BIDS RECEIVED BY: 10:30 AM, WEDNESDAY MARCH 9, 2022

125 South Main Street
Vineyard, UT 84058

BASE BIDS PLUS ADDITIVE ALTERNATES A1, A2, A8, A10, AND A11 @ 8 WKS:

COMPANY	AMOUNT
1. Engineer Estimate	\$18,289,600.60
2. Dry Creek Structures	\$15,954,566.00
3. Vancon	\$16,369,523.00
4. R L Wadsworth	\$18,842,400.89



**Vineyard 6 MG Tank and Booster Pump Station
City of Vineyard**

Bid Date: 03/09/2022

Long Lead Time Items

Long lead time items that we have been made aware of at this time are as follows:

- Generators- 40-55 weeks
- Gear- 24-26 weeks
- VFD's- 15-25 weeks
- ATS- 40+ weeks
- Panels- 17-20 weeks
- Valves- 16-20 weeks
- Pumps & Motors- 24-26 weeks
- PVC Pipe- Currently not available / unable to quote lead times
- Precast Pipe- 10-18 weeks
- Precast Structures- 10-18 weeks

The above lead times are estimated with information provided from the factories based on current orders and market conditions. It is possible actual times could vary with changing world, economic, and shipping circumstances.

SECTION 00 41 43
BID FORM

Project Identification: 6MG Tank and Booster Pump Station

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Vineyard
125 South Main Street, Vineyard, UT 84058

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>2/21/2022</u>
<u>2</u>	<u>2/23/2022</u>
<u>3+4</u>	<u>3/1/2022</u>
<u>5</u>	<u>3/3/2022</u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by ENGINEER is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID SCHEDULE					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization/Demobilization	LS	1	1,400,000.00	1,400,000.00
2	Construction Surveying	LS	1	15,000.00	15,000.00
3	Testing Agency Services	LS	1	54,000.00	54,000.00
4	Implementation of the Storm Water Pollution Prevention Plan	LS	1	30,000.00	30,000.00
5	Ground Improvements	LS	1	675,000.00	675,000.00
6	Site Grading	LS	1	260,000.00	260,000.00
7	Recycled Asphalt Pavement (RAP) Aggregate	SY	13,929	16.00	222,864.00
8	Asphalt Driveways	SY	850	42.00	35,700.00
9	7' Ornamental Iron Fence with CMU Columns	LF	625	200.00	125,000.00
10	20' Wide Ornamental Iron Slide Gate with Manual Operator	EA	1	15,000.00	15,000.00
11	20' Wide Ornamental Iron Slide Gate with Electric Operator	EA	1	25,000.00	25,000.00
12	6' Black Vinyl Coated Chain Link Fence	LF	1,208	43.00	51,944.00
13	12" RCP (Class III) Drain Pipe	LF	186	190.00	35,340.00
14	4" PVC Sanitary Sewer Lateral	LF	142	75.00	10,650.00
15	36" RCP (Class III) Overflow Pipeline	LF	375	300.00	112,500.00
16	3' X 4' Precast Concrete Catch Basin	EA	1	9,350.00	9,350.00
17	5' x 5' Inlet Box	EA	1	13,500.00	13,500.00
18	6' x 6' Inlet Boxes	EA	2	18,500.00	18,500.00
19	Pump Station Structure	LS	1	1,650,000.00	1,650,000.00
20	Pump Station Slabs on Grade Complete (North of Grid E)	SF	1,638	18.00	29,484.00
21	30 HP Pumps and Motors Complete	EA	2	67,000.00	134,000.00
22	200 HP Pumps and Motors Complete	EA	2	105,000.00	210,000.00
23	400 HP Pumps and Motors Complete	EA	2	120,000.00	240,000.00
24	Pump Station Piping Systems Complete	LS	1	970,000.00	970,000.00
25	Pump Station Plumbing Complete	LS	1	180,000.00	180,000.00
26	2.5 Ton Bridge Crane	LS	1	76,000.00	76,000.00

ADDITIVE ALTERNATES TO BASE BID					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
A1	Form Liner System	LS	1	85,500.00	\$ 85,500.00
A2	Submersible Tank Mixer	LS	1	56,500.00	\$ 56,500.00
A3	18" PVC Pipe Alternative to Bid Item NO. 36 - 18" DIP Tank Inlet Pipeline (PP-2)	LF	153	590.00	\$ 90,270.00
A4	36" PVC Pipe Alternative to Bid Item No. 37 - 36" DIP Pump Station Outlet Pipeline (PP-2)	LF	110	1,070.00	\$ 117,700.00
A5	10" PVC Pipe Alternate to Bid Item No. 42 - 10" Tank Drain Piping (from 5' outside of tank to 2' outside of Tank Valve Vault and from 2' outside of Tank Valve Vault to discharge to Tank Emergency Overflow & Drain Box)	LF	61	615.00	\$ 37,515.00
A6	PVC Pipe Alternative to Bid Item No. 43 - South and East Tank Inlet Piping (from 5' outside of tank exterior wall to 2' outside of Supply Valve Vault)	LF	411	380.00	\$ 156,180.00
A7	4 " PVC Pipe Alternative to Bid Item No. 44 - 4" Washdown Piping (from 5' outside of tank to 18" Tank Inlet Pipeline)	LF	33	215.00	\$ 7,095.00
A8	60 lb High Purity Magnesium Anodes and Test Stations Furnished, Installed and Connected to DIP or Steel Pipelines, in Accordance with Schedule on Drawing CP-2 for 36" Pump Station Outlet Piping, 18" Tank Inlet Pipe, 10" Tank Drain Line Piping, and Tank Inlet Piping on South and East Sides of Tank	LS	1	19,325.00	\$ 19,325.00
A9	60 lb High Purity Magnesium Anodes and Test Stations Furnished, Installed and Connected to DIP or Steel Pipelines, in Accordance with Schedule on Drawing CP-2 for 36" DIP and 36" and 30" Welded Steel Booster Pump Station Suction Piping	LS	1	9,600.00	\$ 9,600.00
A10	Trench Stabilization Material	CY	20	\$ 160.00	\$ 3,200.00
A11	Temporary Generator	WK	1	\$ 5,000.00	\$ 5,000.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

27	HVAC Systems Complete	LS	1	182,000.00	182,000.00
28	Electrical Systems Complete	LS	1	1,187,000.00	1,187,000.00
29	Closed Circuit TV (CCTV) Camera System Complete	LS	1	17,000.00	17,000.00
30	SCADA RTU and Station Control Panel	LS	1	96,000.00	96,000.00
31	500 kW Generators	EA	3	163,000.00	489,000.00
32	Generator Concrete Slab on Grade and Concrete Pads (S-5)	LS	1	50,000.00	50,000.00
33	Surge Tank & Vault Complete	LS	1	278,000.00	278,000.00
34	Manway Vault Complete	LS	1	95,000.00	95,000.00
35	36" WSP Pump Station Inlet Pipeline (PP-1)	LF	166	1,860.00	298,800.00
36	18" DIP Tank Inlet Pipeline (PP-2)	LF	153	488.00	74,664.00
37	36" DIP Pump Station Outlet Pipeline (PP-2)	LF	110	1,020.00	112,200.00
38	6.0 MG Tendon Reinforced Concrete Tank Complete (Includes everything withing 5' of exterior Tank Walls)	LS	1	4,740,000.00	4,740,000.00
39	Supply Valve Vault Complete (Includes piping to 2' outside of vault walls)	LS	1	410,000.00	410,000.00
40	Tank Valve Vault Complete (Includes 18" and 36" diameter piping between vault and 5' outside of tank)	LS	1	693,000.00	693,000.00
41	Tank Emergency Overflow & Drain Box Complete	LS	1	34,000.00	34,000.00
42	10" Tank Drain Piping (from 5' outside of tank to 2' outside of Tank Valve Vault and from 2' outside of Tank Valve Vault to discharge into Tank Emergency Overflow & Drain Box)	LF	61	590.00	35,990.00
43	South and East Tank Inlet Piping (from 5' outside of tank exterior wall to 2' outside of Supply Valve Vault)	LF	411	375.00	154,125.00
44	4" Washdown Piping (from 5' outside of tank to 18" Tank Inlet Pipeline)	LF	33	210.00	6,930.00
45	Tank Concrete Stairs, Railings and Concrete Pads to Exterior Access Ladders	LS	1	30,000.00	30,000.00
46	Cobble Rock on 2H:1V Slopes Around Tank	LS	1	21,000.00	21,000.00
47	Rock Cover on Top of Tank	LS	1	128,000.00	128,000.00
Total Base Bid				\$ 15,750,041.00	

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - E. Contractor's License No.: 6033550-5501

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____
By: _____
(Individual's signature)

SEAL,
if required

Doing business as:

A Partnership

Partnership Name: _____
By: _____
(Signature of general partner -- attach evidence of authority to sign)

SEAL,
if required

Name (typed or printed):

A Corporation

Corporation Name: Dry Creek Structures, LLC
State or Jurisdiction of Incorporation: Idaho
Type (General Business, Profession, Service, Limited Liability):
Limited Liability
By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Bryce Wadsworth
Title: Principal
Attest Ades
(Signature of Corporate Secretary)
Date of Qualification to do business in Utah [State or other jurisdiction where
Project is located] is 10/17/2005

CORPORATE
SEAL,
if required by State

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

Bidder's Business address: 951 S. Mill Pond Rd.

Lehi, UT 84043

Business Phone No. (801) 766-0444

Business FAX No. (801) 766-0201

Business E-Mail Address

Bryce@drycreekstructures.com

State Contractor License No. 6033550-5501 (If applicable)

Employer's Tax ID No. 84-1691490

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

Cameron@drycreekstructures.com

9.02 Bid submitted on March 9, 2022.

- END OF SECTION -

SECTION 00 45 30
LIST OF SUBCONTRACTORS/SUPPLIERS

The Bidder shall list below the names and business address of each subcontractor discipline and/or material supplier as listed below and of each subcontractor and/or supplier who will perform Work under this Contract in excess of five percent (0.05) of the total bid price and shall also list the portion of the work which will be done by such subcontractor. After the opening of proposals, no changes or substitutions will be allowed without the written approval of OWNER. NOTE: Attach additional sheets if required.

<u>WORK TO BE PERFORMED</u>	<u>SUBCONTRACTOR'S NAME AND ADDRESS</u>
1. Ground Improvements	<u>GEO PIER</u> <u>8188 SOUTH HIGHLAND DR., SANDY</u>
2. Pumps and Motors	<u>DELCO WESTERN</u> <u>2559 S. 1955 W. S.L.C.</u>
3. Welded Steel Pipe	<u>UTILITY COATINGS</u> <u>5481 WEST BAILEY PARK RD. W.J.</u>
4. Electrical	<u>INFINITY ELECTRICAL</u> <u>669 WEST 8TH AVE MIDVALE</u>
5. Generators	<u>INFINITY ELECTRICAL</u> <u>669 WEST 8TH AVE MIDVALE</u>
6.	
7.	
8.	

- END OF DOCUMENT -

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<u>WORK TO BE PERFORMED</u>	<u>SUBCONTRACTOR'S NAME AND ADDRESS</u>
1. Ground Improvements	Geo Pier 8188 South Highland Dr, Sandy, UT
2. Pumps and Motors	Delco Western 2559 South 1935 West, SLC, UT
3. Welded Steel Pipe	Utility Coatings 5481 Bagley Park Road, West Jordan, UT
4. Electrical	Infinity Electrical 669 West 8th Ave, Midvale, UT
5. Generators	Infinity Electrical 669 West 8th Ave, Midvale, UT
6. Post Tensioning	VSL Structural Technologies 5161 Ward Road, Wheat Ridge, CO
7.	
8.	

- END OF DOCUMENT -

SECTION 00 45 30
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The Bidder shall list below the names and business address of each subcontractor discipline and/or material supplier as listed below and of each subcontractor and/or supplier who will perform Work under this Contract in excess of five percent (0.05) of the total bid price and shall also list the portion of the work which will be done by such subcontractor. After the opening of proposals, no changes or substitutions will be allowed without the written approval of OWNER. NOTE: Attach additional sheets if required.

<u>WORK TO BE PERFORMED</u>	<u>SUBCONTRACTOR'S NAME AND ADDRESS</u>
1. Ground Improvements	
2. Pumps and Motors	
3. Welded Steel Pipe	
4. Electrical	
5. Generators	
6.	
7.	
8.	

- END OF DOCUMENT -

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Dry Creek Structures, LLC
951 Mill Pond Road
Lehi, UT 84043

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company
PO Box 145496
Cincinnati, OH 45250

OWNER:

(Name, legal status and address)

Vineyard City
125 South Main Street
Vineyard, Utah 84058

BOND AMOUNT:

****Five Percent of Attached Bid****

PROJECT:

(Name, location or address, and Project number, if any)

6MG Tank and Booster Pump Station
1600 North 250 West
#319.05.200

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd

day of March, 2022

Dry Creek Structures, LLC

(Principal)

(Seal)

(Witness)

(Title)

The Cincinnati Insurance Company

(Surety)

(Seal)

(Witness)

(Title) Brett Palmer, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael R. Vowles; Robyn B. Jensen; Danise Worwood;
David T. Smedley; Brett Palmer and/or Alan C. Anderson

of Spanish Fork, Utah its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Steve A. Janta

Vice President

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 3rd day of March, 2022



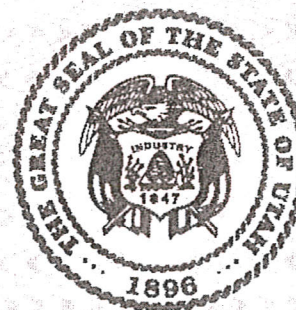
BN-1005 (10/15)

Scott R. Bolen

Secretary

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE

EFFECTIVE DATE: 07/09/2007
EXPIRATION DATE: 11/30/2023
ISSUED TO: DRY CREEK STRUCTURES, LLC
951 S MILL POND RD
LEHI UT 84043



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

6033550-5501 Contractor With LRF DBAs: None Associated
B100, E100

Form #1

CERTIFICATE OF LICENSE

The person, firm or corporation below named is hereby granted license (pursuant to the provisions of License Ordinance of Lehi City) to engage in, carry on or conduct, in the City of Lehi, the business, trade, calling, profession, exhibition, or avocation described as follows:

DRY CREEK STRUCTURES, LLC.

951 SOUTH MILL POND RD

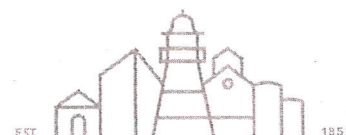
LEHI UT 84043

Is licensed to do business as:
CONSTRUCTION

Mark Johnson
Mayor

Terisha Wilson
Lehi City Recorder

This certificate must be displayed in a conspicuous place



LEHI CITY

PIONEERING UTAH'S FUTURE

153 North 100 East
Lehi, Utah 84043
(385) 201-1000

Expires: **12/31/2022**

License No.: **1228**

Date of Issue: **01/01/2022**





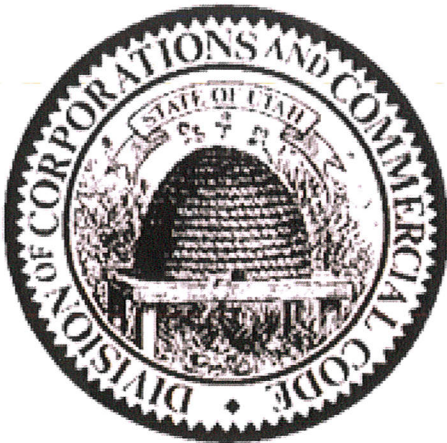
Utah Department of Commerce
Division of Corporations & Commercial Code
160 East 300 South, 2nd Floor, PO Box 146705
Salt Lake City, UT 84114-6705
Service Center: (801) 530-4849
Toll Free: (877) 526-3994 Utah Residents
Fax: (801) 530-6438
Web Site: <http://www.commerce.utah.gov>

02/24/2022
6028916-016102242022-1044151

CERTIFICATE OF EXISTENCE

Registration Number: 6028916-0161
Business Name: DRY CREEK STRUCTURES, LLC
Registered Date: October 17, 2005
Entity Type: LLC - Foreign
Status: Current

The Division of Corporations and Commercial Code of the State of Utah, custodian of the records of business registrations, certifies that the business entity on this certificate is authorized to transact business and was duly registered under the laws of the State of Utah. The Division also certifies that this entity has paid all fees and penalties owed to this state; its most recent annual report has been filed by the Division (**unless Delinquent**); and, that Articles of Dissolution have not been filed.



Leigh Veillette
Director
Division of Corporations and Commercial Code

Registered Principal Search

[More Information](#)**Business Information**

Name of Entity: DRY CREEK STRUCTURES, LLC
Entity Type: Limited Liability Company
Entity Number: 6028916-0161
Registration Date: 10/17/2005
State of Origin: ID

Address

951 SOUTH MILL POND ROAD , LEHI UT 84043

Status

Status: Active
Status Description: Current
This Status Date: 11/26/2021
Last Renewed: 11/26/2021
License Type: LLC - Foreign
Delinquent Date: 10/31/2022

Registered Agent

Registered Agent: BRYCE LAWRENCE WADSWORTH
Address Line 1: 951 SOUTH MILL POND ROAD
Address Line 2:
City: LEHI
State: UT
Zip Code: 84043

Additional Information**With this information, you can...**

If you would like to purchase a Certificate of Existence for this business entity, select the button to the left. You will be assessed a **\$12.00 fee** for this service. You will need Adobe Reader to view this certificate. If you do not have Adobe Reader, click on the button below and download it.

SECTION 00 51 00
NOTICE OF AWARD

Date of Issuance: March 24, 2022
Owner: City of Vineyard Owner's Project No.:
Engineer: Hansen, Allen & Luce, Inc. Engineer's Project No.: 319.05.200
Project: 6 MG Tank and Booster Pump Station
Contract Name:
Bidder: Dry Creek Structures, LLC.
Bidder's Address: 951 S. Mill Pond Road, Lehi, Ut 84043

You are notified that Owner has accepted your Bid dated March 9, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

All items included in the "Base Bid" and Bid Alternates A1, A2, A8 (Dependent on bid for offsite pipeline project. If impressed current is provided by contractor selected for offsite piping A8 will be deleted from the contract), A10, and A11 at 8 weeks.

Note that the City reserves the right, but is not obligated, to procure any equipment by state contract from the Contractor's vendors if it is seen to benefit the project lead times or schedule. Such items shall be deducted dollar for dollar from the contract.

The Contract Price of the awarded Contract is **\$15,954,566.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

An electronic copy of the unexecuted counterparts of the Agreement accompanies this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered electronically as a separate file from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **two** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Vineyard**

By (signature): _____

Name (printed): _____

Title: _____

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VINEYARD REDEVELOPMENT AGENCY BOARD STAFF REPORT

Meeting Date: 3-23-2022

Agenda Item: 3.2 Hansen Allen and Luce Contract

Department: Public Works

Presenter: Chris Wilson

Background/Discussion:

City Staff have been working with engineering consultant Hansen Allen and Luce Engineers (HAL) to design the culinary water system build out of our water tank project. We have encountered the need for additional time and HAL resources to trouble shoot and resolve existing and future water system pressures and flows to accommodate for existing buildings' fire suppression systems. This has required additional meetings, modeling, and coordination with Central Utah Water Conservancy District. Proposed is Amendment No 1 to the current Vineyard Pump Station Design agreement which addresses the additional services required to complete these tasks. This cost is a "not to exceed" cost to complete the scope as proposed.

Fiscal Impact:

Water Tank Project Funding

Vineyard Pump Station Designs

Current Contract Price	\$ 325,890.00
<u>Amendment No 1</u>	<u>\$ 27,450.00</u>
New Total	\$ 353,340.00

Recommendation:

Staff recommends approval of the amendment.

Sample Motion:

I move to approve city staff to execute and complete the Amendment No. 1 to the Vineyard Pump Station Designs with Hansen Allen and Luce Engineers as presented to complete the culinary water system build out design as proposed.

Attachments:

Vineyard Pump Station Design Amendment No. 1

CONTRACT AMENDMENT REQUEST NO. 1
TASK ORDER NO. 319.05.200
TO
ENGINEERING SERVICES AGREEMENT

CLIENT: VINEYARD CITY

Effective Date of Agreement: October 31, 2017

Effective Date of Task Order: November 23, 2020

Contract Name: Vineyard Pump Station Design

Date Issued: March 24, 2022

The Contract is modified as follows upon execution of this Contract Amendment Request.

Description:

Costs incurred in holding weekly coordination meetings over the past year and in much more significant coordination with CUWCD. Weekly coordination meetings were not assumed in our original budget, nor was the level of coordination we were asked to participate in with CUWCD.

Amendment in Contract Price:

Original Contract Price: \$325,890.00

Increase from previous Amendments: \$ 0.00

Contract Price prior to this Amendment: \$325,890.00

Increase this Amendment: \$ 27,450.00

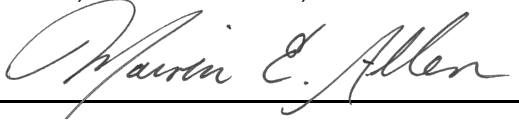
Contract Price with this Amendment: \$353,340.00

IN WITNESS WHEREOF, CLIENT and HAL have executed this TASK ORDER as of the date first above written.

CLIENT: VINEYARD CITY

HANSEN, ALLEN & LUCE, INC.

By: _____

By: 

Its: _____

Its: Principal