

DEVELOPMENT PROPOSAL

REQUEST FOR PROPOSALS

RFP - CONSTRUCTION OF THE NEW
SUNSET CITY PARK

Draft Copy



NEW PARK LOCATION:
ADJACENT (NORTH SIDE) THE CITY MUNICIPAL BUILDING

CONTRACT DOCUMENTS
For
Request For Proposals Sunset City Park

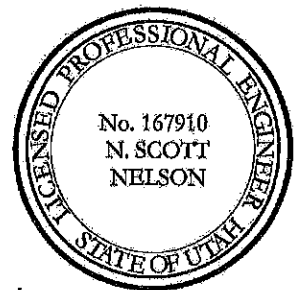
August 2020

SUNSET CITY, UTAH

Prepared By
CEC, Civil Engineering Consultants, PLLC



CIVIL ENGINEERING CONSULTANTS, PLLC.



5141 South 1500 West
Riverdale City, Utah 84405
801-866-0550

DOCUMENT 00003

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DOCUMENT 00100

ADVERTISEMENT FOR BIDS

PROJECT NAME : RFP – Construction of the New Sunset City Park.

PROJECT LOCATION : Immediately North of the City Municipal Building. The size site is approximately the following:

- New Park = 1.67 Acres
- Three Lot Subdivision = 0.63 Acres
- Total Site = 2.3 Acres

OWNER: Sunset City
200 West 1300 North
Sunset City, Utah 84105

OWNERS CONTACT: Jason Monroe, Sunset City Public Works Director, 801-668-5312.

CITY ENGINEER: CEC, Civil Engineering Consultants, PLLC., 5141 South 1500 West, Riverdale City, Utah, Telephone Number : 801-866-0550.

BID SUBMITTAL: Sealed bids will be received at the Office of the City Recorder, of Sunset City, until 2:00 pm., on Wednesday, September 23, 2020, and then at said office publicly opened and read aloud.

DESCRIPTION OF RFP BID WORK:

The work includes the development of all items per the minimum specifications contained on the attached "Contract Drawings" found in the "Request for Proposals" and in compliance with the adopted "Sunset City – Construction and Development Standards – Technical Specifications and Drawings – dated February 2019".

There are numerous construction items shown on the attached contract drawings.

The following construction items are mandatory to be installed:

- Installation of all utilities.
- Construction of all parking facilities along with grading, curb & gutter, all sidewalks, all asphalt paving, dumpster facilities and associate items.
- All landscaping improvements, grading, sprinkler system, topsoil & sod, perimeter fencing, trees and shrubs and associate items.

All other construction items are at the discretion and order of placement in the park per the Contractor and his budget/bid.

The City will review and evaluate the written/submitted proposals from the Contractor(s) and award to the most responsible bidder supplying the best proposal to construct the "New Park". The City reserves the right to discuss in private each individual bid proposal received from each Contractor, negotiate the park development work, and make award in the best interest of the City.

The award will be based upon scope and construction prices shown on the attached "Bid Proposal". The proposal documents must be submitted in a sealed envelope as stated in the Document 00200, "Instructions to Bidders".

The Contractor will be required to provide the engineering drawings for review and approval by the Sunset City Administration prior to any construction taking place.

Payment to the Contractor will be the clear deed of the three (3) building lots shown on the "Site Plan" drawing. The City will provide the title to the property (three lots – total acreage, approximately - 0.63 acres), to the Contractor in exchange for the design and construction of the items stated by the Contractor in the "Bid Proposal".

Note:

The subdivision lot layout shown on the "Site Plan" drawing can be modified to better suit the Contractor's budget/bid if needed; the Easterly property line of the subdivision may be adjusted (east or west per the Contractor's desire).

The City will prepare and process the subdivisions Plat and deed to the Contractor the lots as payment. All costs associate with the preparation of the Subdivision Plat, i.e., surveying, engineering, City Planning approval and City Council approval and the recordation of documents at Davis County Offices, will be paid by Sunset City.

All development costs of the three lots i.e. (utilities, grading, fencing, structures, landscaping etc.) will be the full responsibility of the Contractor.

ESTIMATE:

The Engineer's Estimate of the subdivided lots is \$240,000. This amount will be used in exchange for the improvements for the New Park.

CONTRACT DOCUMENTS:

Contract documents may be examined at the office of the Engineer at 5141 South 1500 West, Riverdale, Utah, 84405.

COPIES OF THE CONTRACT DOCUMENTS:

Copies of the Contract Documents may be obtained from the offices of the Engineer. Electronic copies of the Contract Documents may also be obtained from the office of the Engineer.

PROJECT ADMINISTRATION:

Questions in regards to the proposed project shall be directed to the Engineer and or Susan Hale the Sunset City Recorder. No drawing, specifications, product substitution and/or interpretations will be made unless noted with an "Addendum".

PRE-BID MEETING:

A pre-bid meeting for this project will BE HELD on _____ at 9:00 am., at the "New Park Site" and **is mandatory** to attend. The contractor is encouraged to visit the site.

BID SECURITY:

All bids from the Contractor(s) must be accompanied by a Bid Bond, Certified Check or Cashier's Check in the amount of 5% of the maximum bid price, drawn payable to the order of Sunset City, as noted herein on Document 00200.

BID GUARANTEE:

All Bids submitted shall be in conformance with the Instructions to Bidders and shall be guaranteed by the Bidder for a period of ninety (90) days from the date of Bid Opening.

OWNER'S RIGHTS RESERVED:

The Owner hereby reserves the right to reject any or all bids presented, to waive any informality in a bid, and to make award or refuse in the interest of the Owner.

PROJECT CONTRACT TIME:

All proposed work by the City and the Contractor contained in the contract documents shall be completed by June 15th, 2021.

LIQUIDATED DAMAGES:

Liquidated damages or project delay charges will be issued for work not completed on time per the contract documents.

ADVERTISEMENT PUBLISHED DATE(S):

Ogden Standard Examiner:

Sunday, _____, 2020.

Sunday, _____, 2020.

By: Susan Hale
City Recorder

END OF DOCUMENT

DOCUMENT 00110

GENERAL REQUIREMENTS - SUMMARY

DOCUMENT INCLUDES

- A. Contract Description.
- B. Special Considerations.
- C. Contractor's Use of The Premises.
- D. Reference Standards.
- E. Product Standardization and Installation.
- F. Cleaning During Construction.

A. CONTRACT DESCRIPTION

1. Work of the Project consists of the following as shown on the drawings and contained in the specifications.

- a. Description of RFP bid work:

The work includes the development of all items per the minimum specifications contained on the attached "Contract Drawings" found in the "Request for Proposals" and in compliance with the adopted "Sunset City – Construction and Development Standards – Technical Specifications and Drawings – dated February 2019".

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All development costs of the three lots i.e. (utilities, grading, fencing, structures, landscaping etc.) will be the full responsibility of the Contractor.

- b. Provide and maintain erosion control BMP's including final stabilization.
2. Perform work of the contract per the "General Conditions" and "Supplementary Conditions".

B. SPECIAL CONSIDERATIONS

1. Staging: Is available at the project site for construction.
2. The ground surfaces shall be restored to the design grades and conditions as shown on the drawings and seeded per the Contract Documents.
3. All trenches and excavations must be backfilled or steel plated nightly.
4. All water for the project will be made, available by the City at no cost to the Contractor. Water is available from the City at no cost to the Contractor from nearby fire hydrants. The Contractor shall provide an approved backflow prevention device and gate valve for the fire hydrant connection.
5. The Contractor shall submit a testing and disinfection schedule to the Engineer for approval prior to performing the respective activities. Hydrostatic testing, disinfection, and bacteriological testing of underground associated waterlines shall follow the requirements noted in the Contract Documents - Paragraph H. "Testing", and/or per the "Utah State, Department of Environmental Quality, Division of Drinking Water Requirements".
6. Prior to beginning construction activities and prior to the issuance of the "Notice to Proceed", the Contractor must furnish a full-coverage video or photographic documentation of the entire project site. The video or photos must include coverage of all areas of the site and adjacent neighboring features that may potentially be impacted by the impending construction work. The video must be in an approved video format for the Engineer and the City to view i.e. (.mp4, .mov, wmv – windows media video) or other as approved.
7. The Contractor shall coordinate with Sunset City Public Works Department for disconnection and for connection to the existing culinary water system. All requests shall be made 2-days prior to the needed changes and/or interruptions to the existing culinary water system.
8. The Contractor shall be responsible for notifying all residents or nearby businesses of any proposed interruption to the normal culinary water service.
9. The Contractor shall not close any roadways or create any roadway detour without the permission of Sunset City Public Works Department.
10. The Contractor shall provide to Sunset City:
 - a. Field supervision, inspection, and reporting practices for all work.
 - b. Quality control inspection over subcontractors, suppliers and other services engaged in the project.

- c. Shop drawings, coordination and checking procedures, including submittals from product manufacturers and subcontractors for approval.
- d. Methods for protecting finished work prior to the Contract completion.
- e. Monitoring and documentation of cold weather temperature; freezing temperatures – affecting concrete placement and other work items during the course of the project.
- f. Monitoring and documenting of the Storm Water Pollution and Prevention Plans (SWPPP), for the site and surrounding properties per the requirements of the State of Utah.

C. CONTRACTOR'S USE OF THE PREMISES

1. The Contractor will be required to work on the site during regular working hours, which are defined as 7:00 AM. to 7:00 PM., local time, except Saturdays, Sundays, and legal holidays. No work shall be done before 7:00 AM. or after 7:00 PM. except as necessary for the proper care and protection of work already performed, or during emergencies. Exceptions will be considered by the Engineer and City Public Works Department and may be granted under certain conditions and project site locations.
2. The Contractor shall make every effort to minimize noise caused by operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise.
3. The Contractor shall restrict operations as nearly as possible to the immediate site, property under the ownership of Sunset City. Unnecessary removal of concrete improvements, asphalt surfacing, cutting of vegetation or removal of property adjacent to the site, which is not under the ownership of Sunset City, is prohibited. Every effort shall be made to minimize erosion during and after construction and the site shall be returned to its original condition, except where improvements are indicated or required.
4. The Contractor shall conform to all requirements of the Occupational Safety and Health Administration Regulations for trenching, shoring and excavation, confined spaces, and all other activities where such regulations apply. The Contractor and all subcontractors shall conduct all activities in conformance with federal and state laws and regulations relating to occupational health and safety. Authorized inspectors from Occupational Health and Safety Administration or the State of Utah agencies shall have unobstructed access to the project site and shall not be impeded in any way from performance of their duties.

D. REFERENCE STANDARDS

1. As noted in Document 00700 – General Conditions, the Contractor shall conform to all requirements set forth in the latest edition of the Sunset City Public Works Development Standards, Technical Specification, and Drawings, the Manual of Standard Specification – APWA, the Manual of Standard Plans – APWA.
2. Where reference is to an industry standard, all labor, products and / or equipment must conform to the current standards.

E. PRODUCT STANDARDIZATION AND INSTALLATION

1. Like items of products furnished and installed throughout the project shall be end products of one manufacturer to achieve standardization for appearance, operation and maintenance, spare parts and replacement, and manufactures service's.
2. Installation of materials and equipment: shall be in conformance with the manufacture's written instruction.

F. CLEANING DURING CONSTRUCTION

1. During execution of work, the Contractor shall maintain a clean site and properly dispose of waste materials, debris, and rubbish to assure that buildings, grounds, roads, and public properties are maintained free from accumulations of waste materials - daily.
2. The Contractor shall provide appropriate containment of dust, debris and storm water run-off.
3. The Contractor shall provide approved containers for collection and disposal of waste materials, debris and rubbish. At least at weekly intervals, dispose of such waste materials, debris, and rubbish offsite.
4. The Contractor shall remove grease, dust, stains, labels, fingerprints, and other foreign materials from the exposed and partially exposed surfaces and equipment.
5. The Contractor shall handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
6. The Contractor shall schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

7. The Contractor shall use only cleaning materials recommended by manufacturer of surfaces to be cleaned. Use cleaning material only on surfaces recommended by cleaning.
8. Wet down exterior surfaces prior to sweeping to prevent blowing of dust and debris. Daily, brush sweep the entry drive and roadways, and all other streets and walkways affected by, and adjacent to Work.
9. Remove snow and ice from access roads and construction areas as necessary to maintain access by the City and the Engineer, and to maintain progress of work.

END OF DOCUMENT

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

DOCUMENT INCLUDES

- A. Bid Documents
- B. Project Familiarity.
- C. Project Studies, Test Hole Results and Reports.
- D. Bidder Responsibility.
- E. Bid Security – Bid Bond.
- F. Form of the Bid Proposal.
- G. Delivery of the Bid Proposal.
- H. Withdrawal of the Bid Proposal.
- I. Bid Opening.
- J. Bid Proposal Evaluation.
- K. Award of the Project Contract.
- L. Contractual Agreement.
- M. Contract Security.
- N. Certification of Insurance.
- O. Execution of the Contract by the Owner.
- P. Pre-Construction Conference.
- Q. Notice to Proceed.

A. BID DOCUMENTS: A complete set of official bid documents may be obtained as noted in the Advertisement for Bid. The original bid documents are required to be used in preparing a bid; the project owner and the engineer will not assume any responsibility for errors or misinterpretations resulting from the use of unofficial and/or incomplete bid documents.

B. PROJECT FAMILIARITY: Prior to submitting a project bid, each bidder should make a complete examination of contract documents and complete a site visit. Items of additional concern may include but are not limited to:

1. Examination of the specifications, drawings, and other contract documents,
2. Site visit to become familiar with proposed project conditions that may affect costs, progress, performance, or furnishing of the proposed work,
3. Give written notice to the engineer of all conflicts, errors, or discrepancies in the contract documents,
4. Give consideration to federal, state and local laws, rules and regulations that may

affect the costs, progress time table, the performance, or completion of the work,

Should the bidder fail to do any of the suggested foregoing standard research procedures; that omission shall not relieve the bidder from any bid requirements in respect to his submitted bid.

The bidder, if in doubt as to the meaning of any part of the contract documents, or should they find any discrepancies therein, must submit to the engineer a written request for interpretation. The submittal for clarification must be submitted no later than six (6) days prior to the bid date or the date scheduled for opening of the bids.

Interpretation and/or correction of the proposed contract documents shall be made only by official project addendum. Project addendum's shall be made available for all prospective bidders and must be acknowledged with bid submittal.

The engineer and owner will not be responsible for any other explanations or interpretations of the proposed contract documents.

C. PROJECT STUDIES, TEST HOLE RESULTS AND REPORTS: All studies, test hole results and reports that may be available or provided to the bidder, by the owner or the engineer shall not be considered a part of the contract documents.

1. The prospective bidder shall develop his own estimates, interpretation, inspections, and/or opinions concerning information contained in any related documents.
2. All additional site examinations, investigations, field explorations and tests shall be performed at the bidder's full responsibility and expense. All testing holes, debris and required clean-up, with full site restoration to its prior conditions, shall be the full responsibility of the bidder.

D. BIDDER RESPONSIBILITY: The bidder is fully responsible to examine and understand all conditions of the contract documents and elements associated with performing the work and the condition at the site.

1. The bidder shall review the accuracy of the estimated quantities shown in the bid schedule.
2. The bidder shall review the accuracy of the site information.
3. A bid submittal will constitute an express representation by the bidder that the bidder understands the proposed work requirements and has complied with every requirement of the contract documents.
4. Upon submittal of the bid, the bidder shall not claim that there was a misunderstanding concerning the scope of work or the quantities of work items.

5. The bid is submitted upon the premise of performing and furnishing all the work required by the contract document.
6. Bidders must hold an appropriate, valid Contractor's License and be properly qualified to do business in the State of Utah.

E. BID SECURITY – BID BOND: All proposed bids must be accompanied by a bid security – bid bond, which must be made payable to the project owner.

1. The bid security – bid bond must be in an amount of five (5) percent of the bidder's maximum bid price.
2. A surety company acceptable to the owner and/or engineer must issue the submitted bid bond.
3. The bid security may be a certified check or a cashier's check made payable to the project owner.
4. The project owner shall retain the bid security – bid bonds of all bidders that submit bids, until a successful bidder has been selected and has executed a contractual agreement with the project owner. Following an executed contractual agreement with the successful bidder all retained bid security documents – bid bonds, shall be returned to all bidders' who submitted bids.
5. If the selected successful bidder fails to execute the contractual agreement, performance bonds, material and payment bonds and produce evidence of insurance within ten (10) days after notice of award, the owner may annul the notice of award and the bid security of the selected bidder will be forfeited.
6. The owner may retain the bid security – bid bonds of all bidders an additional three (3) days after the contractual date of the executed agreement.
7. Bid security – bid bonds submitted by bidders which the owner or engineer determine are not competitive may be returned within ten (10) days after the date of the bid opening.

F. FORM OF THE BID PROPOSAL: All bids shall be made on the original bidding forms and or schedules bound herein.

1. The bid proposal must be prepared and submitted in ink or typewritten.
2. The bid proposal must contain:
 - a. No additions, deletions, or alterations to the bid form or bid document.

- b. No unauthorized conditions, limitations, qualifications or provisions may be included or attached to the bid schedule.
 - c. No telegraphic bid proposals or telegraphic modifications of a bid proposal will be considered.
 - d. Violation of the above conditions may render the bid proposal unresponsive and may cause its rejection.
- 3. All bid proposals submitted by corporations must be executed in the corporate name of the company by the president or vice-president or other authorized corporate officer.
 - a. Bid proposals must include evidence of authority to sign, and the corporate seal affixed thereto.
- 4. All bid proposals submitted by partnerships shall be executed in the partnership's name and signed by a partner having authority on behalf of the partnership.
- 5. All bid proposals submitted must be signed by the bidder or the bidder's authorized representative.
- 6. All bid proposals submitted must have all names typed or printed below the signature and must be completed in ink.
- 7. All bid proposals submitted must contain an acknowledgment of receipt of all addenda (the number of addenda must be noted on the bidding documents).
- 8. All bid proposals submitted must include the address, office telephone number and cellular telephone numbers of the bidder. This information must be shown for communications regarding the bid proposal.

G. DELIVERY OF THE BID PROPOSAL: Bid proposals shall be submitted at the time and place indicated in the Advertisement for Bids contained in the contract documents.

- 1. The bid proposal documents shall be enclosed in a sealed envelope addressed to project owner.
- 2. The bid proposal envelope shall be marked on the outside with the project name and the project identification number along with the name, address, and license number of the bidder.
- 3. The bid security – bid bond and other required documents shall be enclosed in the sealed bid proposal envelope.
- 4. If the bid proposal is forwarded to the owner by mail, the sealed envelope containing the bid documents must be enclosed in a separate envelope addressed to the project

owner.

5. Any bid proposal received after the scheduled closing date and time will not be accepted or considered and will be returned to the bidder unopened.

H. WITHDRAWAL OF BID PROPOSALS: Any bid proposal may be modified or withdrawn by the bidder with a formal written request. The withdrawal or modification request must be signed by the bidder or his duly authorized representative. Such written requests must be delivered to the owners' location stipulated in the advertisement for bids, prior to the bid opening.

1. Should a prospective bidder wish to withdrawal his bid after the appointed bid opening the following conditions must be demonstrated.
 - a. Withdrawal of a bid must be within 24 hours of the bid opening.
 - b. The withdrawal of a bid must be properly signed and a written statement as to the reasons for the bid withdrawal:
 - c. Reasons for bid withdrawal may be as follows:
 - (1) Material mistake with bid schedule items,
 - (2) Legal conditions,
 - (3) Bonding conditions,
 - (4) Other.
2. Withdrawal of a bid within 24 hours will also require that the bid security – bid bond be returned to the bidder. Thereafter, that bidder will be disqualified from further bidding on the proposed project work.
3. Only as provided above, the bidder may withdraw a bid proposal. No bid proposals may be withdrawn after the 24 hour withdrawal period which is immediately after the date and time of the bid opening. Should there be reasons why the project cannot be awarded within the specified period; the time may be extended by mutual agreement between the owner, the engineer, and the bidder.

I. BID OPENING: All bid proposals will be opened at the appointed date and time as indicated in the Advertisement for bids, unless obviously non-responsive. All bid proposals will be opened and read aloud publicly. All bid proposals shall be subject to acceptance by the owner for a period of sixty (60) days after the day and time specified for the opening of bid proposal.

J. BID PROPOSAL EVALUATION: An individual review of each bid proposal will be completed immediately following the bid opening. The total amount of each bid proposal

shall be based on the correct extension and addition of bid schedule items. Discrepancies with the multiplication of quantities of work and their respective unit price will be resolved in favor of the unit prices quoted.

K. AWARD OF THE PROJECT CONTRACT: The project owner reserves the right to reject any and all bids, to waive any and all informalities not involving bid price, time, or changes in the required work, and to negotiate contract terms with the successful bidder.

1. The project owner further reserves the right to disregard any and all nonconforming, non-responsive, unbalanced, or conditional bid proposals.
2. The owner further reserves the right to reject the bid of any bidder, should the owner believe it would not be in the best interest of the owner to make an award to the proposed bidder, whether because that bid is non-responsive, or the bidder is unqualified or of doubtful financial ability, or fails to meet any other pertinent standards or criteria established by the project owner.
3. The project owner may consider the qualifications and experience and qualifications of the bidder, the sub-contractors, suppliers and other organizations or persons proposed for portions of the required work.
 - a. The apparent low bidder, if required, shall supply the names and addresses of suppliers, subcontractors and other persons performing portions of the required work.
 - b. The project owner may also consider the potential project costs, the bidders projected operating costs, project maintenance requirements, and guarantees of major items of the materials and equipment proposed for incorporation into the project.
 - c. The project owner shall have the right to require the bidder prepare and submit within 10 days additional evidence, such as financial statements, previous work experience, present work load commitments, and other similar information.
4. The project owner may investigate the abilities and standings of the bidder as deemed necessary in the evaluation of any proposed bid.
5. The proposed project, if awarded, may be awarded to the most responsible bidder. The submitted bid may or may not be awarded to the financially lowest price bidder. The project award will be considered, granted or rejected in the best interest of the project owner.
6. If the proposed project is to be awarded, the project owner will give the successful bidder a "Notice of Award" within 14 days from the date of the bid opening, unless a longer waiting period before project award is expressly provided in the Advertisement for Bids or with written addendum.

L. CONTRACTUAL AGREEMENT: A contractual agreement between the project owner and the successful bidder will be required.

1. The successful bidder shall, within 10 calendar days from issuance of the Notice of Award from the owner, sign and execute the contractual agreement, and
2. The successful bidder shall secure and furnish to the project owner all Certificates of Insurance and all bonds, as required by the Contract Documents. All bonds and Certificates of Insurance shall be submitted to the engineer and approved by the owner prior to entering into the contractual agreement, and
3. Failure or refusal of the bidder to enter into and deliver the contractual agreement as required in the contract documents or to comply with any of the requirements connected thereto shall be just cause for annulment of the award and the forfeiture of the bid security. If the bidder fails or refuses to execute the contractual agreement, the project owner may award the project to the next lowest and/or responsible bidder.

M. CONTRACT SECURITY: A performance bond and a labor and materials payment bond shall be required of the successful bidder and must be delivered to the engineer and approved by the project owner. The performance bond and the labor and materials payment bond shall be a minimum of a 100 percent of the proposed "Bid Proposal" amount.

1. All Attorneys-in-fact who sign bid bonds, labor and material payment bonds or performance bonds must submit with each bond, a certified and effective dated copy of their Power-of-Attorney.

N. CERTIFICATION OF INSURANCE: Certification of insurance as required in the contract documents must be submitted by the successful bidder, to the engineer and approved by the project owner.

O. EXECUTION OF THE CONTRACT BY THE OWNER: Upon completion and acceptance by the project owner of all required contract documents, i.e., contract requirements, bonds, notices and certificates of insurance, the owner shall authorize the designated representative to execute the contractual agreement documents with the successful bidder.

1. All contractual documentation required in the contract documents will be prepared in triplicate. Distribution of the three original document copies shall be as follows:
 - a. The project owner
 - b. The successful bidder
 - c. The project engineer

P. PRE-CONSTRUCTION CONFERENCE: A Pre-Construction Conference will be required and held prior to the issuance of the Notice to Proceed. Those required to attend the Pre-Construction Conference are:

1. The successful bidder, his representatives, sub-contractors, material suppliers and others as deemed necessary.
2. The engineer, his representatives, surveyors, soil testing inspectors and others as deemed necessary.
3. The owner, his representatives and others as deemed necessary.

The pre-construction conference agenda will be prepared by the engineer and the conference conducted by the engineer, unless otherwise directed by the project owner.

Q. NOTICE TO PROCEED: A Notice to Proceed shall be issued upon the execution of the contractual agreement by the project owner and following the pre-construction conference meeting.

END OF DOCUMENT

DOCUMENT 00220

MODIFICATIONS TO INSTRUCTIONS TO BIDDERS

DOCUMENT INCLUDES

- A. Scope of the Project.
- B. Project Timetable.
- C. Storm Water Pollution Prevention Plan (SWPPP)
- D. Contract Time, Liquidated Damages.
- E. Contract Price Adjustment.
- F. Alternate Bid Items.
- G. Additional Requirements of the Owner.
- H. Bidder Experience Affidavit.
- I. Bidder Questions Regarding Drawings, Specifications and Other Contract Documents.
- J. Addenda.
- K. Equal Opportunity Employer.

- A. SCOPE OF THE PROJECT:** The scope of the project has been defined in general terms and conditions in the Advertisement for Bids. A short synopsis of the proposed work, labor required and materials proposed has been briefly indicated in the Advertisement for Bids.

The proposed bidder must fully investigate the contract documents, drawings and make investigation at the site in order to fully understand the proposed project.

- B. PROJECT TIMETABLE:** All proposed construction work and clean-up shall be completed by June 15th, 2021.

- C. STORM WATER POLLUTION PLAN (SWPPP):** The contractor or his designated representative shall prepare the SWPPP (plan) for the site. The SWPPP (plan) shall comply with the clean storm water discharge standards as mandated by the "Utah Pollutant Discharge Elimination System" (UPDES).

The SWPPP (plan) drawings and the maintenance keeping documents (record) must be submitted and approved by Sunset City Public Works Department prior to any work taking place on-site.

The Contractor shall also file a "Notice of Intent" (NOI) with the "State of Utah" on any construction site greater than one-acre prior to any work taking place on-site. On project sites greater than one-acre all other State of Utah requirements must be complied with.

The SWPPP (plan) shall cover all the methods proposed to manage "Erosion, Sediment Control Waste and Other" on the site.

1. Erosion, Sediment, Waste and Other Control Items, may include the following:
 - a. Storm water flowing onto and through the project site
 - b. Stabilize soils
 - c. Protect slopes
 - d. Perimeter control and sediment barriers
 - e. Construction entrance/exit
 - f. Off-site control & clean-up of tracking
 - g. Material handling and waste management
 - h. Material storage in staging areas
 - i. Equipment fueling and spill prevention
 - j. Dust control
2. Maintenance records shall be kept on the site and kept current by the Contractor. The records shall be available for inspection by the City SWPPP Manager 24-hours a day.
3. Inspection, Maintenance and Correction plans.
4. Final Stabilization and Project Close-out.

D. CONTRACT TIME, LIQUIDATED DAMAGES: The bidder is herewith instructed that the Owner considers that time is of the essence for the completion of the proposed project.

The bidder is further instructed that the Owner will suffer a financial loss if the proposed work is not completed within the time stated in the contract documents and as noticed in the Advertisement for Bids.

The following requirements and contractual conditions will apply to the proposed project:

1. Work delays and expenses acquired by the Owner due to work delays are difficult and time consuming to document. It is a very involved process in proving, in a legal setting or in an arbitration proceeding, those many delay costs and the actual loss suffered by the Owner, when the work is not completed on time.

Instead of performing such a tedious documentation process to prove the actual loss the Owner has sustained, the Owner will require the successful bidder to pay liquidated damages for work delays. The liquidated damages are not assessed as a penalty but as a work delay charge.

2. Thus, should the contractual bidder fail to complete the required work prior to the time of completion, the Owner will have the right to assess and withhold a work delay charge for each day that expires after the time of completion, as noted in the contract documents.

Upon substantial completion of the project work, the Owner may withdraw the delay charges if the contractual bidder expedites the remaining required work. Should the required work be neglected, refused, or fail to be completed the Owner will have the

right to again assess and withhold a work delay charge for each day that expires after the time of completion.

3. The proposed work shall be considered complete as stated in the contract documents.
4. The **liquidated damages (delay charges) shall be assessed at \$450.00 per day** for each day that expires after the contractual time of completion, as noted in the contract documents.

E. CONTRACT PRICE ADJUSTMENTS: The project has been bid based upon the availability of the Owners funds. The scope of the project may be increased or decreased at the discretion of the Owner after the project is awarded. During the progress of the work, the scope of the project may be further adjusted at the option of the Owner. The contractual bidder shall be allowed no additional claims other than those stated in the contract documents.

F. ALTERNATE BID ITEMS: Alternate bid items may be listed in the bid schedule documents. Where alternates are listed in the bid schedule documents, alternate bid items are required. The Bidder is requested to bid each alternate item listed.

1. The review and selection of the alternates will be made in the best interest to the Owner. In evaluation of alternates, the total cost (consideration may be given to bid price), related construction costs, useful life, maintenance costs, availability of service, operation costs, other short term and long term conditions and costs as may be considered by the Owner.

G. ADDITIONAL REQUIREMENTS OF THE OWNER: The Contractor will be required to conform to all requirements of the Owner of the proposed work; including but not limited to: daily sweeping and debris clean-up, traffic control, flagging, caution barricades, and all appurtenant items of the proposed work.

H. BIDDER EXPERIENCE AFFIDAVIT: The bidder shall complete the experience affidavit in full, and shall include the required experience documentation forms with the bid.

1. The bidder will need to show all experience and qualifications to be considered to perform the proposed work.
2. The Owner reserves the right to reject the bid of any bidder who cannot show the required experience to perform the work or who does not include the experience affidavit with the bid.

I. BIDDER QUESTIONS REGARDING DRAWINGS, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS: Contractors having questions regarding this project shall contact the Project Engineer. Questions as to the meaning of any part of the drawings, specifications, or other contract documents shall be submitted to the Engineer in writing at the

address shown in the "Advertisement for Bids". The Contractor submitting the question(s) will be responsible for their prompt delivery to the Engineer. Neither the Owner nor the Engineer will be responsible for any other explanations or interpretations of the proposed documents.

- J. **ADDENDA:** Any addendum issued during the time of bidding shall become part of the Contract Documents and made available to all bidders for the preparation of their bids; all addenda shall be covered in the bid; and, all addenda shall be made a part of the Contract.

- K. **EQUAL OPPORTUNITY EMPLOYER:** The Bidder agrees to abide by provisions of Title VI of the Civil Rights Act of 1964 (42 USC 2000e), as amended from time to time, which prohibits discriminations against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45CFR90, as amended, which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap.

END OF DOCUMENT