

REQUEST FOR BIDS
 THIS IS NOT AN ORDER RETURN ORIGINAL KEEP ONE COPY

BID # 2016-017
Whitehead Power Plant Re-Roofing Project

Return your Bid in an envelope, sealed and clearly marked on the outside with Bid # shown:

**CITY OF SPRINGVILLE
 FINANCE DEPARTMENT
 ATTN: BRUCE RIDDLE
 110 SOUTH MAIN STREET
 SPRINGVILLE, UT 84663**

Bids must be received and logged in prior to the date and time indicated. Bids will not be accepted after:

10:00 a.m. Thursday, September 15, 2016

For Technical Information Contact:
Joel Bree, Springville Facilities Superintendent
Email: jbree@springville.org
Phone: (801) 491-5534

Delivery Requirement:

FAILURE TO SIGN THIS SECTION WILL DISQUALIFY YOUR RESPONSE	
If awarded the bid pursuant to this Request for Bids, the undersigned agrees (1) to furnish the articles and/or services listed in this document at the prices listed by the undersigned on the Bid/Proposal Form and (2) to be bound by the provisions of the Contract Documents, as defined in Section 1.16.	
Firm Name	
Signature	
Printed Name	
Date	Phone
Fax	
Email	Website

This proposal is a paper based bid requiring Respondents to submit their final proposal to the above address prior to the bid opening.

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SPRINGVILLE CITY
WHITEHEAD POWER PLANT RE-ROOFING PROJECT

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SECTION 1: INSTRUCTION TO BIDDERS

The general rules and conditions which follow apply to all formal solicitations and resulting purchase orders or other awards issued by Springville City (hereinafter referred to as “Owner”), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Bidder’s own risk and cannot secure relief on the plea or error. Disputes or appeals on all proposals or contracts shall conform to Springville City Code 2-10.

Owner is soliciting this bid for Whitehead Power Plant Re-Roofing Project. The Whitehead Power Plant is located at 450 East 700 South, Springville, Utah 84663. It is to be a “Sealed Bid” to be opened at the date and time designated. It is the intent that Springville City will award a contract for the services under this Invitation to Bid to the lowest responsible bidder selected under the selection criteria outlined in this document.

The term “Bidder” in this Request for Bids shall refer to all bidders that submit a bid. The term “Contractor” shall refer to the bidder(s) who is awarded the bid(s).

1.1 ELIGIBILITY TO BID

To be eligible to bid this project, your company must:

- a. Be able to meet all applicable environmental laws and regulations during all phases of construction.
- b. Meet all City requirements pertaining to Bonding and Insurance coverage.
- c. Have a valid contractor’s license to perform all the work associated with the construction and/or demolition of the facilities.
- d. Have the financial and operational resources necessary for the execution and completion of this project.
- e. Have sufficient technical resources to complete this project.

1.2 PRE-BID WALK THROUGH

There will be a **Mandatory** pre-bid walk through of the project at site on **September 1, 2016 at 10:00 a.m.** Meet at the Whitehead Power Plant at 450 East 700 South, Springville, Utah. This walk through is an opportunity for all contractors to make their own inspection of the property and proposed location to become more familiar with the site, site conditions, and to ask questions concerning the project. Bids received from contractors not in attendance will not be considered.

1.3 FORMS & MAILING OF PROPOSALS

- 1.3.1 All proposals shall be properly signed in ink in the proper spaces, and submitted in a sealed envelope identifying proposal as Bid #2016-017 Failure to do so may cause premature opening.
- 1.3.2 Bidder shall submit the ORIGINAL copy and retain a copy of the solicitation.
- 1.3.3 In the event that the proposal contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used.
- 1.3.4 All information required by the solicitation must be supplied to constitute a responsive proposal.
- 1.3.5 Owner reserves the right to reject any and all proposals should the proposal prices and/or any other submissions differ on the copies of the submitted proposal. Owner reserves the right to waive informalities in proposals.
- 1.3.6 For information pertaining to the proposal preparation contact:
Joel Bree
jbree@springville.org
801.491.5534

1.4 DULY AUTHORIZED SIGNATURE

The Proposal must contain the signature of a duly authorized officer or agent of the Bidder's company empowered with the right to bind the Bidder for the amounts estimated and terms proposed. The Bidder must also provide evidence of the authority of the officer or agent to bind the Bidder.

1.5 TIME FOR RECEIVING PROPOSALS

- 1.5.1 Proposals received prior to the time of opening will be securely kept, unopened.
- 1.5.2 The Purchasing Agent and/or representative will decide when the specified time has arrived for opening. Proposals received thereafter will not be considered.
- 1.5.3 The Purchasing Agent and/or his representative will not be liable for and will not accept any responsibility, for the premature opening of a proposal not properly addressed and identified.

1.6 PROPOSAL SUBMITTAL

Proposal must contain all information requested in this Request for Bids including, but not limited to, the following:

- a. Proposal costs and bid bond for the project submitted in sealed envelope. Bid bond shall be supplied for the largest bid sum proposed.
- b. Acknowledgement of receiving all addenda.
- c. List of all sub-contractors and/or engineers that the contractor proposes to employ for the project.
- d. Proposed timeline for the project.

1.7 CONDITIONAL PROPOSALS

Conditional proposals are subject to rejection in whole or in part.

1.8 LATE PROPOSALS & MODIFICATIONS OF PROPOSALS

- 1.8.1 Any proposal modification received at the office designated in the solicitation after the exact time specified for receipt is considered a late proposal/modification. Late proposal/modifications will not be considered for award except if it is received before award is made and either:
 - a. It was sent by registered or certified mail not later than the fifth (5th) calendar day prior to the date specified for receipt of the proposal/modification; or
 - b. It was sent by mail and is determined by the Purchasing Agent that the late receipt was due solely to mishandling by the City after receipt at the address specified in the solicitation.
- 1.8.2 The time of receipt of proposals at the specified location is time-date stamped on the proposal wrapper or other documentary evidence of receipt and maintained by the Owner at specified location.

1.9 WITHDRAWAL OF PROPOSALS

- 1.9.1 A Bidder may request withdrawal of their proposal under the following circumstances.
 - a. Proposals may be withdrawn by written request to Owner received no later than the day and hour set for opening of proposals. The proposal will be returned unopened.
 - b. Requests for withdrawal of proposals after opening of such proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form

of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the proposal, the Owner may exercise its right to collection.

- 1.9.2 A Bidder who is permitted to withdraw a proposal shall not supply any material, labor or perform any subcontract or other work agreement for any type of compensation for the person or firm to whom the contract is awarded. A Bidder who is permitted to withdraw a proposal shall not otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

1.10 ERRORS IN PROPOSALS

When an error is made in extending total prices, the unit proposal price will govern. Corrections in proposals must be initialed by an authorized representative. Carelessness in quoting prices or in preparation of the proposal will not relieve the Bidder from performance. Bidders are cautioned to recheck their proposal for possible error. Errors discovered after public opening will be reviewed on a case by case basis for bid acceptance.

1.11 BIDDER'S PRESENT

- 1.11.1 All proposals will be publicly opened and read at the time and place specified and will remain available for public inspection in the Finance Department during regular City business hours for a period of thirty (30) calendar days after date of opening.
- 1.11.2 Abstracts or tabulation of proposals received are not prepared for public distribution. Proposal results may be obtained at a reasonable cost. Information that is proprietary may not be obtained.

1.12 ACCEPTANCE / AWARD OF PROPOSALS

- 1.12.1 All proposals submitted shall be binding for sixty (60) calendar days following the opening date, unless extended by mutual consent of all parties.
- 1.12.2 The Bidder may bid on any or all items listed on the Bid/Proposal form. The Purchasing Agent reserves the right to make award on all items in a manner that is in the best interests of the City.
- 1.12.3 Owner is exempt from the payment of any federal excise or any Utah sales tax. The price must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, Bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City.
- 1.12.4 Any proposal in which the Bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award. Unit prices submitted will be totaled by Owner representatives in order to determine lowest responsive price.
- 1.12.5 Proposals will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors but not be limited to: price, handling, storage, disposal costs, installation, conformity to specifications, financial ability to meet the contract, previous performance, facilities, equipment, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors.
- 1.12.6 The Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed proposals, competitive negotiation, or open market transaction methods of procurement. In submitting a proposal, each Bidder shall by virtue of submitting a proposal guarantee that the Bidder has not been a party with other Bidder to an agreement to proposal a fixed or uniform price. Violation of this implied guarantee shall render void the proposal of such Bidders. Any disclosure to or acquisition by a competitive Bidder in advance of the opening of the proposals, of the terms or conditions of the proposal submitted by another competitor shall render the entire proceedings void and shall require re-advertising for proposals.
- 1.12.7 Owner reserves the right, in case of vendor default, to procure the services and/or material from other sources while holding the defaulting vendor responsible for any excess costs occasioned thereby.

1.13 EVALUATION PROCESS AND SELECTION CRITERIA

The Owner's Purchasing Agent will judge the merit of all proposals received in accordance with the general evaluation criteria listed below. Failure to provide any of the information requested may result in the proposal being removed from further consideration. In determining lowest responsible bidder, in addition to **PRICE**, the Owner will consider:

- a. The ability, capacity, and skill of the Bidder to perform the services required under the contract;
- b. Whether the Bidder can provide the services promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- d. The quality of service and level of performance of Bidder under previous contracts, if any;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service; and
- f. Whether the Bidder is in arrears to the Owner on a debt or contract or is in default on surety, or whether the Bidder's taxes or assessments are delinquent.
- g. Other relevant information, which the Owner feels, would help in the evaluation of their proposal.

1.14 DISCLOSURE OF PROPOSAL CONTENT

The Government Records Access and Management Act, (Utah State Code Title 63G, Chapter 2) states that certain information in the submitted Proposal may be open for public inspection. If the Bidder desires to have information contained in its proposal protected from such disclosure, the Bidder may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the Proposal (Utah State Code 63G-2-309). All material contained in and/or submitted with the Proposal becomes the property of Springville and may be returned only at Owner's option.

1.15 BID BOND

A bid bond shall accompany the submitted bid in the amount of five percent (5%) of the amount of the largest base cost of the proposal submitted.

1.16 CONTRACT DOCUMENTS

- 1.16.1 The Contract Documents for this Request for Bids shall include the Instructions to Bidders, General Terms & Conditions, Requirements & Specifications, and all Addenda.
- 1.16.2 All Bidders must base their bids on all the requirements and specifications in the Contract Documents.

SECTION 2: GENERAL TERMS AND CONDITIONS

2.0 PERMITS AND FEES

Plan check fees, building permits, and impact fees shall be the Owner's responsibility unless modified elsewhere in the contract documents.

2.1 SITE INVESTIGATIONS, REPRESENTATIONS, AND PHOTOGRAPHIC SURVEY

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, materials, water, electric power, road, uncertainties of weather, the

conformation and condition of the ground, the character, quality and quantity of surfaces and subsurface materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract. Failure by the Contractor shall not relieve him from responsibility for performing the work.

2.2 INTERPRETATION OF SPECIFICATIONS AND DRAWINGS

- 2.2.1 The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all.
- 2.2.2 For convenience of reference and to facilitate the letting of subcontracts, the specifications are separated into respective divisions and sections. The forming of these separations shall not operate to make the City or any of its representatives any arbiter to establish subcontract limits between Contractor and subcontractors or suppliers.
- 2.2.3 Omissions from the drawings or specifications, or the misdescription of the details of work which are manifestly necessary to carry out the intent of the drawings or specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details or work, but they shall be performed as if duly and clearly set forth and described in the drawings and specifications.
- 2.2.4 Where contradictions existing within the documents, the Contractor represents that he has bid the most costly of all interpretations of the documents.
- 2.2.5 Where definitions and procedures are in conflict between the General Conditions and Specifications, the specification sections shall govern the conflicting directions.

2.3 SUBSTANTIAL COMPLETION

The Contractor shall submit with their bid a proposed timeline for the project. After receiving a Notice to Proceed from the Owner, the contractor must complete all work described within the scope in the timeline proposed in the bid. The project will be considered substantially complete when the roof, all necessary materials under the roof liner, all necessary support structures, and all other items associated with the scope of work have been installed to the satisfaction of the Owner and all necessary permits and inspections have been approved.

2.4 RIGHT OF OWNER TO TERMINATE CONTRACT

Owner, upon written notice, may terminate the Contract, or any part thereof, as a result of the Contractor's failure to render to the satisfaction of Owner, the material, work and/or services required of it, including progress of the work and such abandonment or termination shall not be deemed a breach by Owner. Owner shall be the sole determinant in all termination for cause issues. The Contractor shall not be entitled, nor shall Owner give any consideration to claims for any costs or for loss of anticipated revenue(s), including overhead and profit, due to the abandonment or termination of this Contract, or any part hereof, by Owner for cause.

Owner, upon written notice, may abandon or terminate the Contract, or any part thereof, and such action shall in no event be deemed a breach of this Contract. Such termination may come about for the sole convenience of Owner. Upon receipt of written notification from Owner that the Contract, or any part thereof, is to be terminated, the Contractor shall immediately cease operation of the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the provisions of the Contract that may be in its possession or custody, and shall transmit the same to Owner on or before the fifteenth day following the receipt of the above-written notice of termination, together with its evaluation of the cost of the work performed. The Contractor shall be entitled to just and equitable payment in accordance with the Contract for any uncompensated work satisfactorily performed prior to such notice.

Owner shall determine the amount of work satisfactorily performed by the Contractor and Owner's evaluation shall be used as a basis to determine the amount of compensation due the Contractor for this work.

Termination by Owner for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs shall not apply.

2.5 INDEMNIFICATION

Contractor at its own expense, agrees to protect, indemnify, pay on behalf of, defend (with counsel acceptable to Owner) and hold harmless the City, its elected and appointed officials, employees and volunteers and their agents from all claims, demands, judgments, expenses, and all other damages of every kind and nature, made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to this Project under the Contract by the Contractor, Contractor's agents, employees, subcontractors, or suppliers in the performance and execution of the Contract.

2.6 INSURANCE

Contractor shall provide the following minimum insurance coverage from companies holding a General Rating of "A" or better as set forth in the most current issue of Best's Key Rating Insurance Guide written for not less than the following, or greater if required by law and all such insurance to be primary to any insurance maintained by Owner, shall name Owner as additional insured with waiver of subrogation:

- a. The Contractor's Worker's Compensation Insurance shall be written for not less than the statutory limits for the State of Utah and the Contractor's Employer's Liability Insurance shall be written for not less than \$1,000,000.
- b. The Contractor's Comprehensive Automobile Liability Insurance shall be written with combined single limits of not less than \$1,000,000 each occurrence.
- c. The Contractor's Comprehensive General Liability Insurance with contractual liability coverage on occurrence form with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
- d. The Contractor shall not commence work under the Contract until all of the insurance required herein shall have been obtained by the Contractor. The Contractor shall furnish to the Owner Certificates of Insurance verifying that such insurance has been obtained. Such certificates will provide that Owner will receive at least thirty (30) days prior written notice of any material change in, cancellation of, or non-renewal of such insurance.

2.7 PERFORMANCE AND PAYMENT BONDS

The successful proposer shall furnish to the City, at the Contractor's own expense, a 100% Full Performance Bond and a 100% Material and Labor Full Payment Bond on forms acceptable to the City with good and sufficient sureties to be approved by the City to guarantee the payment and performance of the contracted services.

2.8 INVOICING

- 2.8.1 Owner shall make payment to Contractor for all services performed by Contractor pursuant to the Contract Documents. Contractor shall submit a written invoice, for services rendered and Owner shall pay the invoice fee within thirty (30) days, as long as all Contract requirements are met.
- 2.8.2 Waivers of Mechanic's Lien: With each Application for Payment, Contractor shall submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the work covered by the payment.
 - a. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - b. When an application shows completion of an item, submit conditional final or full waivers.

- c. Owner reserves the right to designate which entities involved in the work must submit waivers.
 - d. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- 2.8.3 Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
- a. List of subcontractors.
 - b. Schedule of values.
 - c. Contractor's construction schedule (preliminary if not final).
 - d. List of Contractor's staff assignments.
 - e. Copies of authorizations and licenses from authorities having jurisdiction for performance of the work.
 - f. Report of preconstruction conference.
 - g. Certificates of insurance and insurance policies.
 - h. Performance and payment bonds.
 - i. Data needed to acquire Owner's insurance.
- 2.8.4 Application for Payment at Substantial Completion: After Owner issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the work claimed as substantially complete.
- a. Include documentation supporting claim that the work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - b. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the work.
- 2.8.5 Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
- a. Evidence of completion of Project closeout requirements.
 - b. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - c. Updated final statement, accounting for final changes to the Contract Sum.
 - d. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - e. AIA Document G707, "Consent of Surety to Final Payment."
 - f. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

2.9 MINOR CHANGES IN THE WORK

Owner will issue supplemental instructions authorizing minor changes in the work, not involving adjustment to the Contract Sum or the Contract Time.

2.9 PROPOSAL REQUESTS

Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Owner that includes the following:

- a. A statement outlining reasons for the change and the effect of the change on the work, providing a complete description of the proposed change that indicates the effect of the proposed change on the Contract Sum and the Contract Time.
- b. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
- c. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- d. Proposal Request Form: Use form acceptable to Owner.

2.10 CHANGE ORDERS

On Owner's approval of a work changes proposal request, Owner will issue a Change Order for signatures of Owner and Contractor.

2.11 LIQUIDATED DAMAGES

The Contractor agrees to deliver services as quoted in this proposal. Failure to deliver as quoted constitutes an event of default. The actual damages to Owner for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to Owner, liquidated damages for each calendar day of delay, an amount of \$300.00 per day, up to a maximum of sixty (60) calendar days. Should the Contractor be unable to complete the delivery at the end of the sixty (60) day period, Owner, at its option, may treat the contract as breached, terminate the contract, purchase substitute product else-where, and charge the full increase, if any, in cost and handling for such purchase to the defaulting Contractor, and seek such additional relief as provided by law. The Contractor shall not be charged for liquidated damages when delay arises out of causes beyond control and without the fault or negligence of the Contractor.

2.12 SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under the Contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

2.13 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The Contractor agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

2.14 LAWS AND ORDINANCES

2.14.1 The laws of the State of Utah shall govern the Contract. Further, the place of performance and transaction of business shall be deemed to be in the Utah County, Utah, and in the event of litigation, exclusive venue and place of jurisdiction shall be Utah, and more specifically, the district court of Utah County, Utah.

2.14.2 The Contractor agrees to register and participate in a Status Verification System such as E-Verify, to verify the work eligibility status of the Contractor's new employees that are employed in the state. The Contractor further agrees to have each contractor or subcontractor who works for or under main contractor, certify by affidavit that the contractor or subcontractor has verified through a Status Verification System the employment status of each new employee of the respective contractor or subcontractor.

2.15 CONFIDENTIAL MATTERS

All data and information gathered by the Contractor, and all reports, recommendations, documents, and data shall be treated by the Contractor as confidential. The Contractor must agree not to communicate and disclose the aforesaid matters to a third party or use them in advertising, publicity, or propaganda and/or in another job or jobs, unless prior written consent is obtained from Owner.

2.16 FORCE MAJEURE

“FORCE MAJEURE” shall be considered to be an act of God, fire, or explosion that, due to its consequences, threatens to delay the timely performance of the parties’ obligations hereunder. Whenever either party has knowledge of any event of Force Majeure or other situation that is delaying or threatens to delay the timely performance of any obligation called for by the Contract, the party shall immediately give written notice thereof, including all relevant information with respect thereto, to the other party.

Neither party to this Contract shall be liable for delay or failure to perform pursuant to the terms of this Contract, if and to the extent such delay or failure is due to the event of Force Majeure as defined above provided that:

2.16.1 Neither party may claim the benefit of this section unless the delay or failure to perform is due to causes beyond its control and without its fault or negligence; and

2.16.2 Any delay or failure by a Contractor or subcontractor at any tier of either party shall not be excusable unless such delay or failure arises out of causes beyond the control of Contractor, and the services to be furnished by Contractor or subcontractor are not obtainable from other sources at comparable costs in sufficient time to permit its commitments to be met pursuant to this Contract.

2.17 FAILURE TO DELIVER

In case of failure to deliver services in accordance with the Contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Owner may have. The Owner shall be entitled to offset such costs against any sums owed by the Contractor to the Owner under this Contract.

2.18 MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Utah Right To Know Act", a Contractor must provide to Owner with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Contractor to furnish this documentation will be cause to reject any bid applying thereto.

2.19 WARRANTY

The Contractor assumes all responsibility for all of the materials and services provided under this Agreement, whether those materials and services are provided by the Contractor, purchased ready-made, or provided by a sub-contractor.

SECTION 3: REQUIREMENTS AND SPECIFICATIONS

3.1 WORK COVERED BY CONTRACT DOCUMENTS (SCOPE OF WORK)

3.1.1 The project is defined by the Contract Documents and consists of the following:

- a. Removal of all Existing Roofing Materials:
 1. Contractor will remove all existing roofing materials. Owner will supply 1 dump truck for the removal and disposal of existing river rock. Contractor will remove rock from roof.
 2. Contractor will, at their expense, appropriately dispose of all other removed materials.
 3. Contractor will perform all work in such a manner to create minimal disturbance to the operation of the Power Plant and minimal disturbance of access by power plant employees.
- b. Removal and Replacement of all Discovered Materials:
 1. Contractor will remove all decking, sheathing, support beams, and any other associated materials that show signs of degradation or damage as discovered prior to or during the process of removing existing roofing materials.
 2. Contractor will replace all removed materials with new materials. All replacement materials must meet or exceed the standards of performance expected from the materials that have been removed.
 3. All work will be completed to meet or exceed all current standards associated with the type of work.
 4. Where appropriate, all replacement materials will be painted or coated to match the existing materials.
- c. Installation of new Roofing Materials:
 1. Contractor will install new 80 mil Silka Sarnafil PVC membrane roof (see attached Exhibit A) or equivalent PVC roofing materials that meet or exceed the Sarnafil 30 year roof systems specifications. No TPO roof system will be considered.
 2. A ¼” Dens Glass deck board or ½” recovery board must be installed over existing insulation
 3. PVC membrane, flashings, curb wraps, roof caps and walkways must be included and mechanically attached to the steel roof deck.
 4. All roofing materials will be installed according to manufacturer’s guidelines.
 5. Roofing materials must provide a minimum 30 year warrantee.
 6. All seams, corners, etc. will be properly sealed according to manufacturer’s specifications.
 7. All roof protrusions will be properly sealed.
 8. All other roofing materials and devices will be properly installed.

3.1.2 Contractor shall fully cooperate with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or Owner’s work and operations. Contractor shall coordinate the work of this Contract with Owner.

3.2 FUTURE WORK

The Contract Documents include requirements that will allow Owner to carry out future work following completion of this Project. The future work provided by Owner shall include the installation of improvements and landscaping of property located within the Project site.

3.3 ACCESS TO SITE

3.3.1 Contractor shall have full use of the Project site for construction operations during construction period. Contractor's use of the Project site is limited only by Owner's right to perform work or to retain other contractors on portions of the Project.

- 3.3.2 Contractor shall be limited to use of property within the Project site and shall not disturb property beyond the Project site. Construction operations shall be limited to Project lines.
- 3.3.3 Contractor shall perform work in a manner so as to minimally disturb the operations of the power plant, within reason. Contractor and sub-contractor vehicles may be parked in the parking lot during regular work hours. Materials delivery vehicles should be on site as is minimally required for their purpose. No Contractor or sub-contractor vehicles or trailers should be left in the parking lot overnight.
- 3.3.4 Contractor shall supply their own restroom facilities for use of Contractor employees and subcontractors. The Whitehead Power Plant restrooms will not be available for Contractor use.

3.4 WORK RESTRICTIONS

- 3.4.1 Contractor shall comply with restrictions on construction operations, including, but not limited to, complying with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- 3.4.2 Work Hours: Construction is limited to work during normal business working hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise indicated.
- 3.4.3 Utility Shutoff: Contractor shall not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - a. Notify Owner not less than three days in advance of proposed utility interruptions.
 - b. Obtain Owner's written permission before proceeding with utility interruptions.
- 3.4.4 Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- 3.4.5 Noise: No noises beyond that which is required to complete the work will be allowed. Contractor, subcontractors, and all of their employees will refrain from playing music, using loud language, or any other noises that might disturb employees or patrons of the power plant.

3.5 UNIT PRICES

- 3.5.1 Definition: Unit price is an amount incorporated in the Agreement, applicable during the duration of the work as a price per unit of measurement for materials, equipment, or services, or a portion of the work, added to or deducted from the Contract sum by appropriate modification, if the scope of work or estimated quantities of work required by the Contract Documents are increased or decreased.
- 3.5.2 Procedures:
 - a. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
 - b. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

3.6 REMOVE, REPAIR AND CLEAN UP

- 3.6.1 Definition: "Remove" means to detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged.
- 3.6.2 Material Ownership:
 - a. Unless otherwise indicated, demolition waste becomes property of Contractor.
 - b. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

3.6.3 Possible Items Requiring Demolition

- a. All existing roofing materials will be removed and disposed of.
- b. All materials that have been damaged or decayed because of roof failure or exposure will be removed and disposed of.
- c. All other items addressed in the Scope of Work.

3.6.4 Site Restoration:

- a. Restoration of existing landscape: Any areas that have existing landscape installed will be returned to their original state. This may include, but not be limited to, regarding soils, re-planting plants, and repairing sprinkling systems.
- b. Restoration of Building: Any damage or alteration to the Whitehead power plant building caused by the performance of this project, apart from items addressed in the Scope of Work, will be restored to their original condition.

3.6.5 Repairs:

- a. Contractor will Promptly repair damage to adjacent buildings, parking lots, sidewalks, fences, or other features to the same condition that existed prior to the caused damage by demolition or construction operations.

3.6.6 Disposal of Demolished Materials:

- a. Remove demolition waste materials from Project site and legally dispose of them in an EPA approved landfill acceptable to authorities having jurisdiction.
 - i. Do not allow demolished materials to accumulate on-site.
 - ii. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- b. Do not burn demolished materials.

3.6.7 Cleaning:

- a. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition and construction operations. Return adjacent areas to condition existing before operations began.
 - i. Clean roadways of debris caused by debris transport.
 - ii. Contractor will keep the site clean at all times. All trash and debris created as a result of this project will be immediately gathered and properly disposed of.
 - iii. Worksite will be cleaned at the end of each work day.
 - iv. Contractor will provide, at their expense, all necessary dumpsters and/or trash containment devices. Such devices will be emptied in a timely manner.

3.7 BID FORM

- 3.7.1 Contractor will be able to bid one or any combination of the following:
Bid should be submitted as a total project package.

3.8 PERMITS AND FEES

- 3.8.1 Owner will acquire all necessary permits and pay all associated fees, to Springville City in order to complete the project.
- 3.8.2 Contractor will schedule all necessary inspections with Springville City Inspectors and provide Owner with copies of all inspections including proof of final inspection.

SECTION 4: PROJECT REQUIREMENTS AND SPECIFICATIONS

4.1 MATERIALS

- 4.1.1 Roof Materials: All roofing materials will meet or exceed current standards and specifications for the project. Materials will need to carry a minimum 30 year warrantee.
- 4.1.2 Steel: All steel used for support will be of a type and gauge required to support load.
- 4.1.3 Lumber: All replacement lumber will be of similar type, size, and standard as what was removed.
- 4.1.4 Coatings: Coating types and colors will be submitted to Owner for approval prior to application.
- 4.1.5 Other Materials: All other materials will be submitted to Owner for approval prior to installation.

SECTION 6: BID/PROPOSAL FORM

PROPOSAL OF _____
(Name of Bidder)

**PROPOSAL FOR:
Springville City Whitehead Power Plant Re-Roofing Project**

Dear Sir/Madam:

The undersigned, having examined the specifications, all related documents, and the site of the proposed work; being familiar with all of the conditions relating to the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, services, equipment and appliances required in connection with or incidental to the execution of the above named project in strict conformance with the following specifications and drawings:

Instructions to Bidders, General Terms & Conditions, Requirements & Specifications, Bridge Requirements and Specs, and all applicable addenda and drawings issued by the Owner.

I. For the entire work describing the **Springville City Whitehead Power Plant Re-Roofing Project** the undersigned proposes a Total Bid Amount of:

_____ Dollars (\$))
The above bid requires an execution time of ___ calendar days from the date of authorization to proceed.

This bid shall be good for 60 days after bid opening.

BID BOND:

Enclosed is _____, as required in the sum of _____ Dollars (\$))
(Bond or Check)

ADDENDA:

The undersigned hereby acknowledges receipt of the following addenda to the drawings and specifications and all of the provisions and requirements of the addenda have been taken into consideration in the preparation of the foregoing proposal.

I/We acknowledge receipt of the following Addenda:

RESPECTFULLY SUBMITTED,

CORPORATIONS ONLY FILL IN
THE FOLLOWING:

BIDDERS (OTHER THAN CORPORATIONS)
FILL IN THE FOLLOWING:

(Legal name of corporation)

(Legal Name of Bidding Firm)

(State of incorporation)

(Address)

(Type name of officer)

(Type Name of Officer)

(Signature of officer)

(Signature of Officer)

(Title of officer)

(Title of Officer)

(Date)

(Date)

SEAL OF CORPORATION:

(Signature of bidder, including corporation officer, must be witnessed and proposal dated to validate)

ATTACHMENT 1

RFB #2016 – 17

WHITEHEAD POWER PLANT RE-ROOFNG PROJECT

TO: Springville City Corporation
Department of Buildings and Grounds
110 South Main Street
Springville, Utah 84663

The undersigned, having carefully read and considered the Request for Bids to provide services for Springville City, does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal.

OFFEROR

Company Name: _____

Doing business as: an individual a partnership a corporation a limited liability company (mark appropriate box), duly organized under the laws of the State of _____.

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street
Address _____

City _____

County _____

State _____

Zip Code _____

Telephone (____) _____

FAX (____) _____

E-mail Address _____

TAXPAYER IDENTIFICATION NUMBER:

Employer I.D. No. _____ OR Social Security No. _____
(Corporation or Partnership) (Individual)