

# CITY OF SPRINGVILLE

## REQUEST FOR BIDS FOR THE 2018 SIDEWALKS

**RFB #2018-004**

### **SECTION 1: PURPOSE**

- 1.1 The City of Springville, Utah is requesting proposals to construct approx. 1420 feet of concrete sidewalks in three locations in the City (North end of Main St. and 2 locations on 400 South).
- 1.2 Pre-bid Meeting: The City will hold a **MANDATORY** pre-bid meeting **February 20, 2018 at 2:00 p.m.** Please submit all questions through sciquest.

### **SECTION 2: RECEIPT OF PROPOSALS:**

- 2.1 One Copy of the proposal must be received no later than **February 26, 2018 at 1:00 p.m.** at the following address:

Bruce Riddle, Finance Director  
City of Springville Finance Department  
110 South Main  
Springville, Utah 84663

The copy of the proposal must be submitted in a sealed envelope, the outside of which must be marked as follows:

**“Proposal Enclosed – RFB # 2018-004 – 2018 SIDEWALKS”**

- 2.2 The proposal submitted is the document upon which the City of Springville will make its initial judgment regarding each Respondent’s qualifications and wherewithal to complete the required services.
- 2.3 Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City or participating in selection interviews, if any.
- 2.4 Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.
- 2.5 The City of Springville reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities and to disregard all non-conforming, non-responsive, or conditional proposals.
- 2.6 Any award of the 2018 sidewalks project shall be conditioned on the later execution of a formal written contract agreement. The City of Springville reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract agreement. A sample of the formal

written contract agreement, which sets forth the terms and conditions of the agreement, is available for review upon request from the person described in Section 11.1 of this Request for Proposals.

### **SECTION 3: QUALIFICATIONS OF RESPONDENT:**

**ALL RESPONDENTS ARE REQUIRED TO SUBMIT A QUALIFICATION PACKAGE WITH THEIR PROPOSAL.** Qualification package shall contain the following:

- 3.1 Firm's main office is within 100 miles of Springville City.
- 3.2 Firm has the ability to substantially complete, with their own equipment, multiple projects simultaneously or otherwise allowed prior to bid acceptance.
- 3.3 Valid license to perform this type of work in Utah.
- 3.4 Evidence of insurability.

### **SECTION 4: SUBMITTALS**

- 4.1 Each prospective Bidder may obtain copies of the Bidding Documents including the Bid Form, and, if required, the Bid Bond. A copy of the Bid form is to be completed and submitted with the following data:
  - A. A tabulation of the Bid consisting of Bid Schedule(s) completely and correctly filled in
  - B. Bid Bond;
  - C. Contractor's Qualifications;
  - D. Note: In order to be considered, Contractor must have successfully completed three similar projects in size and scope within the last five years and give references of such.
  - E. List of Subcontractors; and
  - F. Additional supplemental information demonstrating the BIDDER's ability to complete projects within scheduled times and ability to perform the specific work.
  - G. A Bid shall be submitted no later than the date and time prescribed and submitted electronically via Sciqwest <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah> (From the link above, search for Springville Canyon Road Waterline project)). No non-electronic (i.e. paper) bids will not be accepted, nor will bids be accepted in any other way other than via Sciqwest. Bidders are encouraged to print the necessary documents for a complete bid, fill out the information needed (including all required signatures, seals, etc.), then scan and upload the documents to Sciqwest in Adobe PDF format.
  - H. While line items, including unit prices, quantities, and amounts, may be entered in and/or tabulated using Sciqwest in order to aid Bidder with sums (when bid is set up on Sciqwest to allow for this functionality), this shall not remove the responsibility from the Bidder of submitting a completed tabulation of the Bid consisting of the Bid Schedule completely and correctly filled in. A bid not submitting a Bid Schedule, will be considered incomplete and non-responsive.

Discrepancies between the information tabulated by Sciquest line items and the Bid Schedule will be in favor of the Bid Schedule.

## **SECTION 5: PRODUCT**

- 5.1 All products must meet current Springville City standards and specifications and current APWA standards and specifications. Submittals will be required:
- A. Submittals shall be submitted sufficiently in advance to allow the City not less than ten regular working days for examining and approval. These submittals shall be accurate, distinct, and complete and shall contain all required information, including satisfactory identification of items and unit assemblies in relation to the contract drawings and/or specifications.
  - B. The City's review of CONTRACTOR submittals shall not relieve CONTRACTOR of the entire responsibility for the corrections of details and dimensions. CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in CONTRACTOR submittals. CONTRACTOR shall be responsible for dimensions and the design of adequate connections and details.
  - C. Whenever requested of the City, CONTRACTOR shall submit at least 1 sample of each item or material to the City for acceptance at no additional cost to City. Samples, as required herein, shall be submitted for acceptance prior to ordering such material for delivery to the jobsite, and shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delay in the Work.
  - D. Contractor submittals shall not be measured or paid as a separate item, but shall be included as part of the various items to which it relates.

## **SECTION 6: QUALITY CONTROL**

### **6.1 Materials**

- A. All materials incorporated in the project shall be new and shall fully comply with the specifications. Unless otherwise clearly provided in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by the contract are to be of the best available grade of their respective kinds. Whenever, in the specifications, any material, article, device, product, fixture, form, type of construction, or process indicated or specified by patent or proprietary name, by name of manufacturer, or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or process desired and shall be deemed to be followed by the words "or approved equal" and CONTRACTOR may in such case, upon receiving the ENGINEER's approval, purchase and use any item, type, or process which shall be substantially equal in every respect to that indicated or specified.
- B. Materials and equipment may be used in the Work based upon receipt of a Supplier's certificate of compliance. Certificate must be in possession of CONTRACTOR and reviewed by OWNER prior to use.
- C. Quality Assurance Testing by the City shall not relieve CONTRACTOR of responsibility to furnish materials and work in full compliance with Contract Documents.

- 6.2 Testing agency and testing for quality control and material testing shall be furnished by CONTRACTOR as part of the project. Results of testing shall be reported to CONTRACTOR and City on site. Reports of the testing shall be transmitted directly to the City.

- 6.3 There shall be no separate measurement and payment for general quality control & materials testing. General quality control and materials testing include all test requirements of these specifications. Any Contractor costs for general quality control & materials testing shall be considered as included in the contract unit or lump sum prices for the various items of the contract to which it relates.

## **SECTION 7: SITE CONDITIONS AND OTHER RELATED DATA.**

### **7.1 Underground Facilities**

Information and data shown or indicated in the bidding documents with respect to existing underground facilities at, or contiguous to, the Site is based upon information and data furnished to owner by owners of such underground facilities, including owner, or others

### **7.2 Hazardous Environmental Condition**

No hazardous environmental conditions have been identified

### **7.3 It is the responsibility of each bidder before submitting a bid to:**

- A. Examine and carefully study the bidding documents, the Springville Standard Specifications and Drawings manual (latest edition);
- B. Review inspection reports and become familiar with the conditions that may affect cost, progress, and performance of the work;
- C. Become familiar with and satisfy bidder as to all federal, state, and local laws and regulations that may affect cost, progress, or performance of the work;
- D. Obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning site conditions (surface, subsurface, and underground facilities);

### **7.4 Traffic Control**

All work performed on or within the right-of-way of state roads shall have traffic control devices in place before work begins that meet the requirements of Utah Department of Transportation's "Specifications for Excavation on State Highways".

### **7.5 Coordinating With Adjacent Property Owner**

- A. Notice: Notify property owner 10 Days before the start of construction and at least 48 hours in advance of the interruption of utility service or the interruption of access, or the installation of bituminous material.
- B. Access: Provide all weather access to property owner at all times, unless property owner or ENGINEER approve otherwise.
- C. Easements: Where work is on easements on private property, coordinate work with the property owner so that work will minimize inconvenience to property owner.

### **7.6 Interruption of Utilities**

- A. Notify fire and police services in local jurisdiction if emergency is safety related or if construction activities interrupt any utility service.
- B. Contact the affected utility company. Find out how soon repairs can be made as well as when the repairs will begin.
- C. Contact the affected local residences or businesses. Inform when repairs will begin and how long it will take to complete them.
- D. Inform ENGINEER and OWNER.

### **7.7 CONTRACTOR shall make arrangements for any necessary offsite storage or shop areas necessary for the proper execution of the work**

**SECTION 8: PROPOSAL EVALUATION:**

**8.1 Qualifications**

- A. The City will use the product specifications, methodology, and qualifications to determine the awarded contractor.

**8.2 Unit Price**

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Schedule.
- B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The quantities shown in the bid schedule are shown for bid purposes only. Final quantities will be different and very depending upon the work directives. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- D. The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.
- E. Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Section 9.

**8.3 Bid Schedule**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL AMOUNT
1	Mobilization (Max 5% of Construction Cost)	1	LUMP	\$	\$
2	Traffic Control	1	LUMP	\$	\$
3	Excavation (Plan Quantity)	146	CY	\$	\$
4	Remove and Dispose Concrete Flatwork	1122	SF	\$	\$
5	Landscape Restoration	1	LUMP	\$	\$
6	Concrete Flatwork 6" Thick	7750	SF	\$	\$
7	Concrete Flatwork 4" Thick	656	SF	\$	\$
8	ADA Mat	48	SF	\$	\$
9	Adjust Existing Manhole to New Finished Grade and Collar	1	EA	\$	\$
<b>Bid Total</b>					<b>\$</b>

## 8.4 Measurement and Payment

### A. MOBILIZATION (MAX 5% OF CONSTRUCTION COST)

1. Payment shall be considered full compensation for general and miscellaneous responsibilities and operations not normally attributed to any other single bid item within this schedule. This shall include, but is not limited to, work described or enumerated in Section 01505, Mobilization and mobilizing to and from the project, clean-up, temporary utilities, payment and performance bonding, insurance, permits, and pre-construction video records.
2. Work completed under this bid item shall be paid for at the contract lump sum price in accordance with the following schedule:
  - a. At 10% of project completion, 25% of the lump sum amount will be paid.
  - b. At 25% of project completion, 50% of the lump sum amount will be paid.
  - c. At 50% of project completion, 75% of the lump sum amount will be paid.
  - d. At 75% of project completion, 100% of the lump sum amount will be paid.

### B. TRAFFIC CONTROL

1. Payment shall be considered full compensation for design, submission, approval, fees, permits, and implementation of the traffic control plan, including but not limited to: furnish and maintain all signs, electronic VMS boards, channelization devices, flagmen, steel plates, ramping, and barricades required in the specifications or as ordered by the Owner and/or UDOT, and as required for the proper protection and direction of the traveling public. No work shall commence until the project has been adequately signed. Facilities, services, and actions shall comply with, but not necessarily be limited to: MUTCD, UDOT, and Springville City requirements.
2. Work completed under this bid item shall be paid for at the contract lump sum price in accordance with the following schedule:
  - a. At 10% of project completion, 25% of the lump sum amount will be paid.
  - b. At 25% of project completion, 50% of the lump sum amount will be paid.
  - c. At 50% of project completion, 75% of the lump sum amount will be paid.
  - d. At 75% of project completion, 100 % of the lump sum amount will be paid.

### C. EXCAVATION (PLAN QUANTITY)

1. Unclassified and classified excavation will be measured on a cubic yard (CY) basis, to the nearest 0.1 yard, in original position prior to excavation.
2. Payment will be made based on Plan Set Quantity.
3. Excavation done for CONTRACTOR'S benefit or excavation error, dewatering of excavation slough or over break is incidental work.
4. For material ordered removed and replaced (authorized extra excavation and backfill),

measurement of quantities for payment shall be made to the following pay limits.

- i. Upper limit of excavation is the proposed excavation limit.
- ii. Lower and lateral limits are as authorized by ENGINEER.
- iii. Volumes of open spaces (e.g. Manholes, pipes, etc.) will not be measured in backfill calculations.

#### D. REMOVE AND DISPOSE OF CONCRETE FLATWORK

1. Measured by square foot (SF).
2. Payment includes all costs and equipment incidental to the removal and disposal of all concrete flatwork and base material. Concrete Flatwork is defined as any and all concrete that is not considered curb and gutter or concrete road paving. Concrete Flatwork includes, but is not limited to, sidewalks, drive approaches, and waterways. Thickness of concrete may vary between 4"-8". Includes necessary fill to bring up to grade under the direction of the ENGINEER.
3. Payment also includes any hauling, labor, disposal, compaction and testing which may be required by the ENGINEER

#### E. LANDSCAPE RESTORATION

1. Measurement will be made by lump sum (LS).
2. Payment covers the cost of furnishing all materials and equipment, labor, vegetation, sod, seeds, materials, restorative methods, and top-soil necessary to repair and return to existing condition any disturbed landscaping and irrigation during construction. (Refer to Section 32 94 00 SP, Landscaping)
3. Payment for Landscaping will be made based on a percent complete basis of the landscape restored.

#### F. CONCRETE FLAT WORK 6" THICK

1. Measurement will be made by square foot (SF).
2. Payment covers the cost of furnishing all necessary materials and equipment, labor, placement, compaction, rebar, and testing to install 6" thick concrete flatwork/sidewalk in accordance with Springville City Standard Drawing RD-06 or to match existing adjacent concrete. Includes excavation and untreated base course. (Refer to Section 32 16 13, Driveway, Sidewalk, Curb, and Gutter).

#### G. CONCRETE FLAT WORK 4" THICK

1. Measurement will be made by square foot (SF).
2. Payment covers the cost of furnishing all necessary materials and equipment, labor, placement, compaction, rebar, and testing to install 4" thick concrete flatwork/sidewalk in accordance with Springville City Standard Drawing RD-06 or to match existing adjacent concrete. Includes excavation and untreated base course. (Refer to Section 32 16 13, Driveway, Sidewalk, Curb, and Gutter).

#### H. ADA MAT

1. Each ADA mat installed.
2. Payment shall be considered full compensation for all labor, equipment and materials necessary to furnish and install ADA detectable warning mat, including, but not limited to: furnishing the ADA detectable warning mat and all required mounting hardware; installing the ADA mat to manufacturer's recommendations and City specifications; and all other operations and materials required to complete the ADA mat placement. All

concrete work will be paid for under separate bid item(s).

**I. ADJUST EXISTING MANHOLE TO NEW FINISHED GRADE AND COLLAR**

1. Each manhole adjusted.
2. Payment shall be considered full compensation for all labor, equipment and materials necessary to adjust existing manhole ring and cover to new finished grade and collar, including, but not limited to: setting the ring and cover to grade (supply grade rings, supply new flat lid, or saw-cut manhole section as required), removing and disposing of the existing concrete collar, installing the new concrete collar with fiber mesh, forming, placing, finishing and curing the new concrete collar, plating the collars to allow for adequate cure time before traffic is allowed on it, and all other operations and materials required to complete the adjustment of the manhole ring and cover.

**SECTION 9: CONTRACT TIME:**

9.1 Contractor agrees to commence the services required under this Agreement on or before **April 13, 2018** and the entire services performed must be completed on or before **June 01, 2018**. In the event the parties mutually decide to extend this Agreement beyond the term outlined in this Agreement, the parties shall negotiate new terms, conditions and provisions to this Agreement.

**SECTION 10: INDEMNIFICATION:**

10.1 The selected Respondent will be required to defend, indemnify and save harmless the City of Springville, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected Respondent, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

**SECTION 11: SPECIFICATION CLARIFICATION:**

11.1 All inquiries with respect to this Request for Proposals shall be submitted through sciquest.

11.2 All questions about the meaning or intent of the specifications shall be submitted in writing through sciquest. Replies will be issued by Addenda through sciquest. Questions received less than four (4) business days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

**SECTION 12: MODIFICATION AND WITHDRAWAL OF PROPOSALS:**

12.1 Proposals may be modified or withdrawn by written request executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.

12.2 If within twenty-four (24) hours after the proposals are opened, any Respondent files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that Respondent may withdraw its proposal. Thereafter, that Respondent will be disqualified from further proposal on the work.

## **SECTION 13: INSURANCE AND SECURITY REQUIREMENTS:**

- 13.1 The selected Respondent will be required to procure and maintain at its own expense the following insurance coverage, which must be issued by an insurer which is licensed to do business in the State of Utah and which has an A.M. Best rating of not less than "A":
- 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 \$3,000,000 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 Springville City will receive at least thirty (30) days prior written notice of any material change in, cancellation of, or non renewal of such insurance.
- 13.2 Each policy of insurance required shall be in form and content satisfactory to Springville City and shall provide that:
- A. The City of Springville is named as an additional insured on a primary and non-contributing basis.
  - B. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to Springville City. In addition, said policies shall be automatically renewed upon expiration and continued in force, unless Springville City is given thirty (30) days written notice to the contrary.
  - C. All insurance must be issued by an insurer licensed to do business in the State of Utah and must have an A.M. Best rating of not less than "A". Each policy of insurance required shall be in form and content satisfactory to the City of Springville and shall provide that the City of Springville is named as an additional insured. Before any of the services contemplated by this Agreement may be rendered, Respondent shall provide the City of Springville with a certificate or certificates of insurance, which document compliance with the requirements of this Article.
- 13.3 No agreement will be signed and no services shall be commenced pursuant to this Request for Proposals until the selected Respondent has delivered to Springville City proof of issuance of all policies of insurance required by the Contract to be procured by the selected Respondent. If at any time any of said policies shall be or become unsatisfactory to the City, the selected Respondent shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected Respondent to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the selected Respondent to procure and maintain any required insurance shall not relieve the selected Respondent from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected Respondent concerning indemnification.

## **SECTION 14: NON-COLLUSIVE PROPOSAL CERTIFICATE AND ACKNOWLEDGMENT:**

14.1 Each Respondent shall complete and submit with his or her proposal the “Proposal Certificate” found on the following page.

## PROPOSAL CERTIFICATE

By submission of this proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint proposal each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Respondent or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to the opening, directly or indirectly, to any other Respondent or to any competitor; and
3. No attempt has been made or will be made by the Respondent to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
4. The submitted proposal shall be good for a period of one hundred eighty (180) days.

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(Signature)

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(Print Name and Title)

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(Name of Partnership or Corporation)

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RESPONDENT