

# Salem City – Loafer Soccer Park

## Loafer Soccer Park – 300 East to 500 East Salem Canal Road

Submission of a Proposal shall be considered prima facie evidence that the bidder has conducted such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Plans, Specifications, and other Contract Documents.

1. Complete site prep. Grub and install sprinkler pipe and wires (system).
2. Post Grub and level - Leave site in a clean and level in a ready to hydro seed status.
3. Use Salem Standards as the guide for none listed detail. (Salem City Standards will govern this install) **Chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://media.rainpos.com/1443/res\_10825\_signed.pdf**
4. Any engineering questions will be handled by Carl Berg, Berg Landscape Architects  
berglandscapearchitects@gmail.com
5. Engineered plan is include in PDF form
6. 1 year performance warranty required.
7. A 3-month retainage of 5% of the bid amount will be held.
8. All insurance requirements must be met at the time of bid submittal.
9. The insurance certificate must be presented with bid docs.
10. 3 payment draws will be planned. 1<sup>st</sup> draw (40%) will be available at start of the project. 40% of the bid amount will be available after substantial completion. 15% will be paid after the final walk through. Final 5% after 3-month performance requirement.
11. Onsite visual pre bid walk through can be schedule with [mattm@salemcity.org](mailto:mattm@salemcity.org)
12. Bidders must submit a resume with at least two jobs completed with job size over 5 acres.

Bids shall be delivered to Salem City on or before the day and hour set for the opening of bids in the Notice Inviting Bids as published. Bids shall be enclosed in a sealed envelope bearing the title of the work and the name of the bidder. It is the SOLE responsibility of the bidder to see that his bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. **Bids for this project are due May 22nd, 2025 – 2:00p Salem City office.**

All bids shall be made in accordance with applicable statutes of the State of Utah, APWA's Manual of Standard Specifications, APWA's Manual of Standard Plans, Salem City Standards and Specifications, applicable local laws, and as specified in this Book of Specifications

COMPETENCY OF BIDDERS In selecting the lowest responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the bid. To this end, each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled "INFORMATION REQUIRED OF BIDDER", bound herein. **No bid for the work will be accepted from a Contractor who does not submit the required resume with completed large job installs and contacts hold an active Utah Specialty Contractor's license (DOPL) in good standing applicable to the type of work bid upon at the time of opening bids.** No contract award will be made to a Contractor whose firm and Project Superintendent have not satisfactorily completed projects of similar type, complexity and comparable value and whose firm and Project Superintendent have not been in the contracting business for similar work for at least three (3) years. In addition, the Project Superintendent meeting this experience criterion shall be dedicated to the project. After an award of the contract, no substitution of the Project Superintendent will be allowed without the written approval by the Owner

**EXECUTION OF CONTRACT** The successful bidder shall execute and return the contract to the Owner no later than 10 days after the date of the Notice of Award

**AWARD OR REJECTION OF BIDS** Owner reserves the right to reject any and all bids or schedules of bids, to waive any and all informalities not involving price, time or changes in the work, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. The Owner further reserves the right to reject the bid of any bidder if Owner believes that it would not be in the best interest of the project to make an award to that bidder, whether because the bid is not responsive, or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner **will** conduct such investigations, as Owner deems necessary to assist in the evaluation of any bid and to determine the responsibility, qualifications and financial ability of the bidder to perform and furnish the work. The award, if made, will be within 10 days after the opening of bids. Bid amounts will be the main criteria of selection. Job resume and verification will be used and may cancel out a lowest bid amount application.

**TIME OF COMPLETION** The Contractor shall commence work on or before the tenth day after receiving a written Notice to Proceed from the Engineer on behalf of the Owner and **shall fully complete all work under this Contract by July 31, 2025**. The Contractor shall at all times during the continuance of the Contract prosecute the work with such force and equipment as are sufficient to complete it within the time segments specified.

**PERMITS AND LICENSES** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work. All road construction within Salem City and Utah County right-of-ways shall be performed by a contractor licensed and bonded in the State of Utah. A permit shall be secured by the contractor from Salem City and Utah County at least 48 hours before initiating construction. Salem City and Utah County shall be notified by the contractor at least 3 working days before the planned construction commences and also before starting whenever construction is delayed for any reason. The Police Department must be notified 48 hours in advance of intended closure of any public way. The contractor shall pay all charges, fees, and taxes and give all notices necessary and incidental to the lawful prosecution of the contract. These costs shall not be paid for directly but considered incidental to other items of work. Bidders shall have a valid contractor's license for the type of work required on this Contract. Should additional information be desired prior to bid submittal, please direct all questions via email to Project Engineer, Bradey Wilde, Salem City Engineer, [bradeyw@salemcity.org](mailto:bradeyw@salemcity.org) Neither the Engineer nor Salem City shall be held responsible for any oral instructions. Any changes to the Plans and Specifications will be in the form of an Addendum which will be furnished to all plan holders.

**LIQUIDATED DAMAGES** Liquidated damages shall be one-thousand dollars (\$1,000) per calendar day

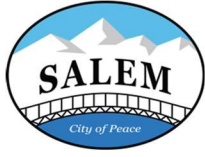
**PROJECT VIDEO ("BEFORE" & "AFTER")** Measurement for payment PROJECT VIDEO shall be a lump sum payment for the generation, production and delivery to the City. Payment shall be made for the lump sum price. Such payment will be compensation in full for the cost of equipment, time, labor, and material required. 50% of project video shall be paid after receipt and acceptance by City of "BEFORE" video and will be made at the time of the first partial payment. The remaining 50% will not be paid until receipt and acceptance by City of "AFTER" video and shall be made at final project payment

**CONTRACTOR'S INSURANCE GENERAL:** On all projects, the Contractor shall carry all insurance required by Federal, State, County, and local laws. The Contractor shall procure and maintain, during the life of the Contract, adequate fire, workmen's compensation, public liability, and property damage insurance.

The specific requirements for insurance as set forth in these General Conditions shall be considered as minimum requirements. The Contractor shall furnish satisfactory proof of carriage of insurance, or satisfactory proof of an approved self-insured program, and shall submit to the Owner, before work on the Contract starts, certificates of all insurance policies, bonds, or self-insured programs. Neither the Contractor, nor any subcontractor, shall commence work under this Contract until the Owner has approved all required insurance policies. The certificates of insurance shall be attached to the Contract by the Owner and filed in the Owner's office. Certificates of said policies shall provide that if the said policy or policies be canceled by the insurance company during the term of the Contract, that thirty (30) days written notice prior to cancellation will be given the Owner. The Owner will retain insurance certificates. Insurance certificates shall set forth the following information and shall be signed by an authorized representative of the insurance company: Name and address of the insured. The location of the operations to which the insurance applies. SALEM CITY GC 3-2 Salem Cole Park – Peace Garden, 2024. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate. A statement that the insurance covered by the certificate applies to all of the operations on and at the site of the project, which are undertaken by the insured during the life of the Contract. Public liability and Comprehensive General Liability, completed operations broad form property damage insurance shall include elevator liability, water damage liability, and automobile liability including no owned and rented cars. A statement that all coverage is on an occurrence basis rather than an accident basis. A statement that "explosion, collapse, and underground" coverage is included. A provision that the policy or policies may not be canceled or reduced in coverage until at least thirty (30) days after written notice has been sent to the Owner. A statement that a cross liability or sever ability of interests' clause is included (unless a separate policy covering the Owner is provided). In lieu of an insurance certificate setting forth all the required information concerning the coverage's, a copy of the complete policy or policies may be furnished to the Owner. COMPENSATION INSURANCE: The Contractor shall take out and maintain Workmen's Compensation Insurance for all his employees employed at the site of the project during the life of his Contract. In case any work is sublet, the Contractor shall require each subcontractor to provide Workmen's Compensation Insurance for his employees unless the Contractor covers such employees. The above coverage is required unless such employees are covered by the protection afforded by the Contractor under a self-insurance plan or with a private carrier approved by the State Industrial Commission. In the event any class of employees engaged in hazardous work under this Contract is not protected by the Workmen's Compensation Statute, the Contractor shall provide, and shall cause the subcontractor to provide special insurance for the protection of such employees not otherwise protected. COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE: The Contractor shall procure, and maintain during the life of his Contract, such comprehensive general liability and property damage insurance necessary to protect him, the Owner and Rimrock Engineering and Development, or any subcontractor performing work under his Contract, from all claims for bodily injury, including accidental death and property damage claims arising from operations under this Contract, whether.

E-mail: [mattm@salemcity.org](mailto:mattm@salemcity.org)

Phone Contact: 801-423-2770



**BID ITEMS** Payment of the bid price, as stated in the Contractor's Proposal, for the completed work shall be compensation in full for the furnishing of all overhead labor, materials, devices, equipment, and appurtenances included in the work as are necessary to complete the total work under this Contract in a good, neat, and satisfactory manner as indicated on the Plans, as described in the Specifications, and as otherwise implied or required to fulfill the objective of the work. Each item, fixture, piece of equipment, work, etc., as indicated on the Plans, or specified anywhere in these Documents, shall be completed with all necessary connections and appurtenances for the satisfactory use and operation of said item, and the total system or systems. All patents and license fees for the right to use equipment or processes included in this Contract shall be included in the bid price. The Contractor shall submit to the Engineer an itemized list of all such fees, indicating the amount of each and to whom paid. Cost of painting, testing, and other incidental operations, profit, and overhead cost, including the cost of supervision, temporary field offices, move-in, move-out, insurance, taxes, equipment not a permanent part of the job, and other incidental items, shall be included in the bid price. The bid shall be based upon certain manufacturer's items, for which the bidder shall indicate the designated manufacturers in the spaces provided in the proposal. If the bidder proposes an alternate manufacturer that has not been named in the Specifications under the item to be designated, the bidder shall, if requested, submit data to the Engineer for review after the bidding and before the Award of the Contract.

## **PROPOSAL**

Place: Salem City Offices

Time & date: Bids for this project are due May 22<sup>nd</sup>, **2025 – 2:00p**

Salem City 30 West 100 South Salem, Utah 84653 In compliance with your invitation for bids and all conditions of the Contract Documents for the construction of the **SALEM Loafer Soccer Park** the undersigned, a corporation organized under the laws of the State of , a partnership consisting of or individuals trading as of the City of , hereby proposes and agrees to furnish any and all materials, labor, construction equipment, services, and transportation required for performing all work for the construction described in the

NOTICE INVITING BIDS and to construct the same and install the material therein for the Owner in a good and workmanlike and substantial manner acceptable to the Owner, through its Engineer, or properly authorized agents, and strictly pursuant to and in conformity with the Specifications and Plans prepared by the Engineer for the Owner, and with such modification of the same and other documents that may be made by the Owner, through its Engineer, or properly authorized agents, as provided herein, at the following lump sum and unit prices for the work described in the bid schedule. The undersigned hereby declares that he has visited the site and has carefully examined the Contract Documents, consisting of one volume, relating to the work covered by the above bid or bids. The work must be completed by **July 31, 2025**. The undersigned hereby declares, as bidder, that the only persons or parties interested in this PROPOSAL as principals are those named herein; that no elected official or employee of the Owner is in any manner interested directly or indirectly in this PROPOSAL or in the profits to be derived from the Contract proposed to be taken, other than as permitted by law; that this bid is made without any connection with any other person or persons making a separate bid for the same purpose; that the bid is in all respects fair and without collusion or fraud; that the bidder has read the

NOTICE INVITING BIDS and the INFORMATION FOR BIDDERS hereto attached, and agrees to all the stipulations contained therein; that he has examined the form of Contract attached hereto, and the Specifications, and he proposes and agrees that if his bid as submitted, and as more fully described in

the attached sheets, be accepted, he will contract in the form so attached to furnish the items and perform work called for in accordance with the provisions of said form of Contract and the Specifications and to deliver the same within the time stipulated therein; and that he will accept in full payment, therefore, the prices named in this PROPOSAL. The bidder further agrees that, upon receipt of written notice of the acceptance of this PROPOSAL, within 10 calendar days after the date of opening of the bids, he will execute the Contract in accordance with the PROPOSAL as accepted and furnish the required bond within 10 days from date of mailing of said notice of acceptance to him at his address as given below, or within such additional time as may be allowed by the Owner; and that upon his failure or refusal to do so within said time, then the certified or cashier's check or bid bond accompanying this bid shall be cashed or enforced and the money payable pursuant thereto shall be forfeited to and become the property of the Owner as liquidated damages for such failure or refusal; provided, that if said bidder shall execute the Contract and furnish the required bonds within the aforesaid time, his certified or cashier's check, if furnished, shall be returned to him within three days thereafter, and the bid bond, if furnished, shall become void

**BID SCHEDULE** All applicable sales taxes, State, and/or Federal, and any other special taxes, patent rights, or royalties are included in the price quoted in this Proposal. Figures are to be typewritten or clearly and legibly printed in ink. LS is equal to lump sum, LF is equal to linear feet of road, EA is equal to each, SY is equal to square-yard and SF is equal to square-feet. **Bid Schedule: SALEM Loafer Soccer Park.**

Table (This table is required for bid submittal)

Item	Quantity	Quantity Cost	Total
MOBILIZATION, BONDING & PERMITTING			
TRAFFIC CONTROL	Not part of the bid	N/A	N/A
LAND DISTURBANCE PERMIT, SWPPP & BMPs	City will cover		
Pipe costs			
Value cost			
Heads – cost			
Discretionary			
Machinery and equipment			
Post - GRADING, PREP & IMPROVEMENTS			
Testing – compaction and concrete cores	Not part of the bid	N/A	N/A
PROJECT VIDEO (“BEFORE” & “AFTER”)			
<b>TOTAL</b>			<b>\$</b>

**Note:**

Bidder is cautioned to read carefully the INFORMATION FOR BIDDERS Section of these Contract Documents and the INSTRUCTIONS FOR PREPARING PROPOSAL relating to what is to be furnished under each item of the PROPOSAL and to submittal of bid. The bidder understands and agrees that the Owner reserves the right to reject any or all bids or schedules and to waive any informality in the bidding. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids. The bidder acknowledges receipt of the following addenda: The undersigned bidder shall acknowledge receipt of the following addenda, if any. Addenda No(s). Respectfully submitted