

**Sunrise Summit Park & Restroom Construction  
RFP No. 2014-15**



**Lehi City Corporation  
Public Works Department**

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**RESPONSES ARE DUE PRIOR TO:**

**September 2, 2014  
5:00 PM MDT**

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*Preferred method is to submit electronically to:*  
[www.bidsync.com](http://www.bidsync.com)

*Responses may be mailed or hand-delivered to:*

Lehi City Administration  
Attn: Erin Wells  
RFP No. 2014-15  
153 North 100 East  
Lehi, UT 84043

**Lehi City Corporation  
Public Works Department**

**Sunrise Summit Park & Restroom Construction**

REFERENCE NUMBER: RFP No. 2014-15  
RFP TITLE: "Sunrise Summit Park & Restroom Construction"  
RFP LOCATION: Lehi City Corporation, Lehi City, Utah

SUBMISSION DEADLINE: September 2, 2014  
SUBMISSION TIME: 5:00 PM MDT  
SUBMISSION PLACE: Lehi City Administration  
153 North 100 East  
Lehi, Utah 84043

RFP DESCRIPTION: This is a contract for the construction of the park and restrooms at Sunrise Summit Park, a new park in Lehi, Utah located at approximately the corner of Traverse Mountain Boulevard and Chapel Ridge Boulevard.

RFP CONTACT: Craig Barratt  
Parks Lead  
(801) 836-1084  
[cbarratt@lehi-ut.gov](mailto:cbarratt@lehi-ut.gov)

CONTRACTORS: Carefully read all instructions, requirements and specifications. Give all requested information properly and completely. Submit your proposal with appropriate supplements and/or samples. Please submit proposals through Bidsync.com or mail or deliver to the Lehi City Administration address above by the submission deadline. Proposals received after September 2, 2014 at 5:00 PM MDT will not be considered.

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Additional instructions for submitting proposal:

- A. It is the responsibility of the Contractor to "Log In" through BidSync. For assistance contact BidSync at 1-800-990-9339.
- B. Questions regarding this proposal should be submitted through BidSync. The Contractor may also contact Craig Barratt, Parks Lead (see "RFP Contact" above) for specific questions regarding the proposal content. RFP #2014-15 must be referenced on all proposals and

correspondence related to the RFP. Significant questions that arise subsequent to the issue of this RFP will be consolidated and answers will be provided to all Contractors on record as receiving this RFP. All questions should be received three (3) working days prior to RFP due date.

- C. The recommended method to submit your proposal is through BidSync. By using alternate methods of delivery, contractor bears all risks if documents are not received at the Administrative Office prior to the submission deadline. Contractor should call to verify Administration has received the hard-copy proposal prior to the RFP closing. If using an alternative method, Contractors may either mail or hand-deliver one (1) bound hardcopy and one (1) CD electronic copy to the Administration Office. Responses should be addressed as follows:

RFP #2014-15: Sunrise Summit Park & Restroom Construction  
Lehi City Administration  
Attn: Erin Wells  
153 North 100 East  
Lehi, Utah 84043

Following the deadline, the names of those responding to the RFP will be made public. All other information will remain confidential, as required by law. (See Section 2.10)

Unless specifically authorized by the City's Administrative Office, telephonic proposals or modifications of proposals will not be considered. However, modifications by email, fax, etc. for proposals already submitted through the proper channels will be considered, if received prior to the time for the submission deadline.

## SECTION 1: SERVICE REQUIREMENTS AND PROPOSAL PRICING

### 1.1 SERVICE REQUIREMENTS

Lehi City is seeking proposals for the construction of Sunrise Summit Park, as well as its associated restroom, located at approximately the corner of Traverse Mountain Boulevard and Chapel Ridge Boulevard in Lehi, Utah. The following is a description of the work Lehi City will require:

- 1) **Park Construction:** The qualified bidder must have demonstrable ability to construct the park in accordance with all specifications as contained in the construction documents in Section 5.1 of this document.
  - a. Contractors will not be responsible for the purchase or installation of playground equipment. Lehi City will be completing that aspect of the project.
  - b. The sprinkler part specified for the trees (see page 26 of Attachment 5.1) will be changed from the Hunter RZWS-SLEEVE-18-25CV to two 0.25 gallon/hour bubblers per tree with 24 inch perforated ABS and cap.
  
- 2) **Restroom Construction:** The qualified bidder must have the demonstrable ability to construct the restrooms at Sunrise Summit Park in accordance with all specifications as contained in the construction documents in Section 5.2 of this document. It should be noted that although the location of the restrooms specified in the construction documents in Section 5.2 is different than the location of Sunrise Summit Park, these are the restrooms that will be built at Sunrise Summit Park as well.

Please also note that the restroom plans are larger than the site provided in the park construction documents. This issue will be addressed at the mandatory pre-bid meeting (see below).

It should be noted that this is a resubmittal of a previous RFP (2014-5 Sunrise Summit Park & Restroom Construction). The park plans have been altered from the previous plans. The city is also not asking contractors to bid on the purchase or installation of the playground equipment (see above)

Mandatory inspections will be required at key points of the project including but not limited to: planting, main line covering, and laying of sod.

If the contractor creates any damage to the sidewalk, asphalt, or other City property during the project, the contractor will be held responsible for the necessary repair work. All work should be completed as soon as possible (weather dependent).

A **mandatory** pre-bid meeting is scheduled for Thursday, August 25, 2014 at 4:00PM at Lehi City Hall, 153 North 100 East, Lehi, UT 84043. This meeting is mandatory, as details regarding the project will be given and Contractors will be able to ask questions of the Parks Division.

Proposals that do not meet the standards set by Section 2.3 of this document will be deemed incomplete and not opened.

Contractors should submit proposals by September 2, 2014 at 5:00 PM MDT. Proposal documents and specifications for RFP No. 2014-15, "Sunrise Summit Park & Restroom Construction," can be found online at [lehi-ut.gov/business/rfp-bid-solicitations/](http://lehi-ut.gov/business/rfp-bid-solicitations/) or on BidSync.com.

## **SECTION 2: INSTRUCTIONS TO CONTRACTORS**

### **2.1 ADMINISTRATIVE GUIDANCE**

The information provided in this RFP is designed to provide interested Contractors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Contractors are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP.

### **2.2 SCOPE OF TERMS & CONDITIONS**

Before submitting a proposal, the Contractor shall understand all contract conditions referred to in this document, and any addenda issued before the RFP submission date. It shall be the Contractor's responsibility to ensure that the proposal includes all addenda issued prior to the RFP submission date. By submitting a proposal, the Contractor acknowledges and accepts the Terms and Conditions described herein.

### **2.3 PROPOSAL RESPONSE OUTLINE**

The Contractor must submit a complete and concise response to the RFP, demonstrating the ability to meet the requirements of this RFP. Pertinent supplemental information should be referenced and included as attachments. The contents of the proposal submitted by the successful Contractor may become part of any contract awarded as a result of this solicitation. Failure to provide written response to items indicated below will be interpreted by the City as an inability by the Contractor to provide the requested service. Proposals must be 5-15 pages long. All proposals must be organized to comply with the following sections:

#### **LETTER OF TRANSMITTAL**

The letter of transmittal should include an introduction of the Contractor, including the name, address, telephone number, and fax number of the person to be contacted, along with others who are authorized to represent the Contractor in dealing with this RFP. Any other information not appropriately contained in the body of the proposal should also be included in the letter of transmittal. The letter should also indicate any criteria expected by the City that cannot be met by the Contractor. (See Detailed Discussion below) The transmittal letter should be signed by an authorized representative of the Contractor empowered with the right to bind the Contractor for the amounts estimated and terms proposed. This section should also include the Signature of Contractor page included at the end of this document.

#### **DETAILED DISCUSSION**

The Contractor should include a detailed discussion should include the following:

1. The qualifications of the Contractor and its employees. Include a list of the employees that would work on this project as well as their qualification and any certifications they possess.

2. The professional reputation of the Contractor. Include a list of clients that you have completed park construction services for and the names and telephone numbers of the contact person in those organizations. This list may include organizations from the public and private sector and from organizations inside and outside of Utah. As appropriate provide pictures and/or plans of previous work.
3. Proposed timeline for the project. Breakdown the timeline by each key point of the project and give an estimated date of completion for each section and the project as a whole.

## COST PROPOSAL

The Contractor must submit a cost proposal allowing costs to be evaluated independently of other criteria in the proposal. The cost proposal submitted should be the Bid Summary Sheet attached in Section 5.3.

The pricing for all products and services shall remain firm for the duration of the contract. No price changes, additions, or subsequent qualifications will be honored throughout the duration of the contract except with approved change orders. Pricing on all transportation, mobilization and other charges shall be prepaid by the Contractor and included in the proposal price. The Contractor must indicate any additional charges not mentioned above or forfeit the right to payment for such items.

## FINANCIAL REPORT

The Contractor should furnish a current financial report (GAAP compliant) for the past three fiscal years. The financial report should include the size of the Contractor as measured by:

- A. Number of personnel;
- B. Number of clients, including the names of clients in the State of Utah; and
- C. Annual sales.

## MISCELLANEOUS

The Contractor should provide any supplemental information and attachments relevant to the proposal, including samples, company literature, and catalogs.

### **2.4 PROPOSAL PREPARATION COSTS**

Lehi City is not liable for any cost incurred by the Contractor associated with the preparation of the proposal or the negotiation of a contract for services prior to the issuing of the contract.

### **2.5 SUBSTANTIVE PROPOSALS**

The Contractor certifies that, (a) the Contractor's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) the Contractor has not directly or indirectly induced or solicited any other Contractor(s) to submit a false proposal; (c) the Contractor has not solicited or induced any other person, firm, or corporation to refrain or abstain from submitting a proposal; (d) the Contractor has not sought by collusion to obtain for itself any

advantage over any other Contractor(s) or over Lehi City; and (e) Contractor shall not violate or cause any person to violate the Utah Municipal Officers and Employees Ethics Act, or any other Federal, State, or Municipal law.

## **2.6 RESTRICTIONS**

All proposals must clearly set forth any restrictions or provisions deemed necessary by the Contractor to effectively service the proposed Contract.

## **2.7 PROPOSALS SHALL BE BINDING SUBJECT TO ACCEPTANCE**

Proposals shall be binding upon the Contractors for sixty (60) calendar days from submission deadline. A Contractor may withdraw or modify its proposal any time prior to the submission deadline by written request, signed by the same authorized officer or agent who signed the original proposal.

## **2.8 ADDENDUM TO THE RFP**

In the event that it becomes necessary to revise this RFP in whole or in part, an addendum will be provided to all Contractors on record as having received this RFP. A statement issued in an addendum shall have the effect of modifying a portion of the proposal documents when the statement in the addendum specifies a section, paragraph, or text, and states that it is to be so modified.

Any other communication, whether verbal or written, which are received by any representative of the Contractor from sources other than official addendum should be confirmed by the Contractor with the RFP Contact as being true and accurate prior to incorporating such information into its response. This refers to both formal and informal conversations and communications.

## **2.9 ALTERNATIVE PROPOSALS**

Contractors may submit more than one proposal, each of which must follow the Proposal Response Outline (Section 2.3 herein) and satisfy the requirements of this RFP. If alternative proposals are submitted, the Contractor must explain the reasons for the alternative(s) and its alternative's comparative benefits. Each proposal submitted will be evaluated on its own merits.

## **2.10 DISCLOSURE OF PROPOSAL CONTENT**

Under the Government Records Access and Management Act, Section 63-2-101 et seq., Utah Code Ann. (1993 and supp. 1996), as amended ("GRAMA") certain information in the submitted proposal may be open for public inspection. If the Contractor desires to have information contained in its proposal protected from such disclosure, the Contractor 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 (GRAMA, Section 63G-2-309). Pricing elements of any proposal will not be considered protected. All material contained in and/or submitted with the proposal becomes the property of Lehi City and may be returned only at the City's option.



## **SECTION 3: PROPOSAL EVALUATION**

### **3.1 EVALUATION PROCESS**

All proposals in response to this RFP will be evaluated in a manner consistent with Lehi City policies and procedures, and Utah State Procurement Code 63g-6a-101, et seq. and all applicable rules, regulations, and policies.

In the initial phase of the evaluation process, the evaluation committee will review all proposals timely received. First, non-responsive proposals (those not conforming to RFP requirements) will be eliminated. Second, the remaining proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals, which in the judgment of the evaluation committee, fail to offer sufficient and substantive provisions to warrant further consideration. Each Contractor bears sole responsibility for the items included, or not included, in the response submitted by that Contractor. Lehi City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions, and/or specifications in this RFP.

At the conclusion of this initial evaluation phase, selected proposals will be chosen for detailed review and evaluation. Lehi City reserves the right to be the sole judge as to the overall acceptability of any proposal or to judge the individual merits of specific provisions within competing offers.

### **3.2 EVALUATION CRITERIA**

Lehi City 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 evaluating the proposals, the City will consider:

1. Reputation of Contractor
2. Availability/Timeframe
3. Cost

### **3.3 AWARD OF CONTRACT**

Upon completion of the evaluation process, Lehi City may negotiate with and award the contract to the Contractor whose proposal is determined to be most advantageous to the City, as determined by the evaluation criteria discussed above. **AWARD OF CONTRACT MAY BE MADE WITHOUT DISCUSSION AFTER PROPOSALS ARE RECEIVED.** Accordingly, each proposal should be submitted with the most favorable price and service available. The contract will incorporate the provisions of this RFP (including any addenda).

### **3.4 RIGHT TO REJECT**

The City reserves the right to reject any and all proposals and to waive any formality in the proposals received, to accept or reject any or all of the items in the proposal, and award the contract in whole or in part, if it is deemed in the City's best interest. The City reserves the right to

negotiate any and all elements of the proposals, if any such action is deemed in the best interest of the City.

## **SECTION 4: GENERAL TERMS AND CONDITIONS**

The Contractor should expect to see Terms and Conditions in the final contract substantially similar to the following. Lehi City reserves the right to add to, delete from, or otherwise amend these Terms and Conditions as the City deems necessary.

### **4.1 CONTRACT**

The intention of the Contract is to include all labor, material, transportation, and all other action necessary for the accomplishment of the project described herein.

The Contract shall be signed in triplicate by Lehi City Corporation (Owner) and the selected firm or agency that will complete the work (Contractor). The accepted proposal will be retained by the Owner for its files.

### **4.2 THE CONTRACTOR**

It is understood and agreed that the Contractor has satisfied itself as to the character of equipment required under this contract and all other matters which can in any way affect its execution and performance of this contract.

No verbal agreement or conversation with any officer, representative, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify the terms or obligations herein contained. Any amendment to the Contract must be in writing, and must be executed by both parties to be valid.

### **4.3 THE OWNER**

The Owner shall have responsibility for the general supervision of the project contemplated by the Contract. The Contractor shall have authority to direct the program of manufacture and deliver, as well as the manner of performance and completion of the project to ensure the performance of the Contract.

### **4.4 ASSIGNMENT**

Contractor shall not assign any portion of its obligations under the Contract without the prior written consent of Owner. Assignment or subcontracting shall in no way relieve the Contractor of any of its obligations under this Contract.

### **4.5 LAWS AND ORDINANCES**

The laws of the State of Utah shall govern any contract executed between the successful Contractor and Owner. Further, the place of performance and transaction of business shall be deemed to be in the County of Utah, State of Utah, and in the event of litigation, exclusive venue and place of jurisdiction shall be the State of Utah, and more specifically, the district court of Utah County, Utah.

The Contractor must comply with the foregoing, as well as any other applicable, laws, regulations, rules, and ordinances.

#### **4.6 TERMINATION, SUSPENSION OR ABANDONMENT**

**4.6.1** The Owner may terminate this agreement at any time upon seven (7) calendar days' written notice, in the event the services of the Contractor, in the sole judgment of the Owner, are unsatisfactory, because of the Contractor's failure to prosecute the work with diligence or within the time limit specified, or in the event that the Contractor, in the sole judgment of the Owner, has materially breached this Contract. However, after receiving the Owner's written notice, Contractor shall have five (5) working days (Monday-Friday) in which to cure any such deficiency. In the event the Contractor fails to adequately cure a deficiency, the Contractor will be liable for any resulting damages from said deficiency and breach of this Agreement, which the Owner may pursue through any available means, whether in law or in equity.

**4.6.2** The Owner reserves the right, at its sole discretion, to terminate, suspend or abandon this Agreement at any time upon seven (7) calendar day's written notice. In addition to other factors which may lead the Owner to suspend or abandon this Agreement, the Contractor acknowledges that the Work contemplated herein is in part funded by Federal grant assistance. If any portion of such contemplated assistance is not provided, the Owner would likely terminate, suspend, or abandon this Agreement.

**4.6.3** In the event of termination, suspension or abandonment, without cause, the Owner shall pay the Contractor for services performed according to this agreement up to the time of such termination, suspension, or abandonment. The Contractor shall not be entitled to any additional compensation, award, or damages.

**4.6.4** All work accomplished by the Contractor prior to the date of any termination, suspension, or abandonment shall be recorded, and tangible work documents shall be transferred to and become the sole property of the Owner. If the Owner has terminated the Project without cause, and then requests to resume the Project with the Contractor after more than three (3) months from the date of termination, the Contractor's compensation shall be subject to renegotiation.

#### **4.7 ACCEPTANCE OF SERVICES RENDERED**

Owner, through its designated agents and representatives, will be the sole determining judge of whether services rendered under the Contract satisfy the requirements as identified in the Contract.

#### **4.8 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Owner, and any subsidiary or affiliate of the Owner, and its past, present and future agents, representatives and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that such claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, or expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission by the Contractor, any

subcontractor, anyone directly or indirectly employed by the Contractor or any subcontractor, or any party for whose acts the Contractor or Owner may be liable, regardless of whether liability is imposed upon such party. This indemnity obligation is intended to include, but is not limited to, the indemnification of Owner indemnified hereunder for damages apportioned to the Contractor, any subcontractor, or any person or entity directly or indirectly employed by any of them or any person or entity for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the Owner. In any and all claims against the Owner, or any subsidiary or affiliate, or any of its past, present or future agents, representatives or employees by any employee of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or types of damages, compensations or benefits payable by or for the Contractor, or any subcontractor, the worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

#### **4.9 INSURANCE**

The Contractor shall, at its own expense, provide for the payment of Worker's Compensation benefits to its employees employed on or in connection with the work covered by this RFP, in accordance with applicable laws.

**4.9.1** The Contractor shall, at its own expense, carry and maintain Comprehensive General Liability Insurance including but not limited to \$3,000,000.00 per occurrence

**4.9.2** The Contractor shall, at its own expense, carry and maintain Automobile Public Liability insurance with Bodily Injury and Death Limits of at least \$250,000 for any one person and \$500,000 for any one occurrence, and Property Damage Limit per occurrences of \$250,000. Such benefits and such coverage as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract. It is intended by this section that the limits set forth herein will exceed applicable minimum requirements under Utah law. However, in the event that the foregoing amounts do not satisfy minimum requirements under applicable Utah law, the Contractor must maintain Automobile Public Liability insurance in amounts satisfying applicable Utah law.

**4.9.3** The Contractor shall, at its own expense, carry and maintain professional liability/errors and omissions insurance appropriate to the Contractor's profession, with a minimum coverage of \$3,000,000; with neither Contractor nor listed subcontractors having less than \$500,000 individually.

The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period (or longer upon request).

**4.9.4** The Contractor shall likewise require its subcontractors, if any, to provide for such benefits and carry and maintain such insurance at no expense to the Owner.

**4.9.5** Before commencement on the project contemplated herein, and at any time thereafter upon written request by the Owner, the Contractor shall furnish Owner with a copy of certificates of insurance as evidence that policies providing the required coverage's and limits of insurance are in full force and effect.

**4.9.6** All insurance coverage furnished under this Contract, with the exception of Worker's Compensation and Employer's Liability, shall include the Owner, directors, officers, agents, and employees as additional insured with respect to the activities of the Contractor and its subcontractors. Any certificate or certificates presented as evidence of insurance shall specify the date when such benefits and insurance expire. The Contractor agrees that said benefits and insurance shall be provided and maintained until after the entire work under the Contract has been performed and accepted. The Contractor shall provide Owner at least sixty (60) days advance written notice prior to cancellation, termination, or material alteration of said policies of insurance.

#### **4.11 PERFORMANCE & PAYMENT BONDS**

The Contractor will be required to furnish a Performance Bond for the work as required by Owner. The Performance Bond shall be in an amount equal to 100% of the Contractor's bid of the project.

The Contractor must also furnish a Payment Bond in the amount of \$25,000 for the purpose of providing payment to any unpaid subcontractor or supplier of the project in the event Contractor fails to make such payments.

These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Contract Documents.

All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Accept-able Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Utah, the Contractor shall within 20 days thereafter substitute another Bond and surety.

#### **4.10 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

No Contractor of goods and/or services under this RFP or any contract shall discriminate against any employee, applicant for employment, or recipient of services on the basis of race, religion, color, sex, age, disability, or national origin.

#### **4.11 RECORD KEEPING AND AUDIT RIGHTS**

Any Contractor providing goods or services under this contract shall maintain accurate accounting records for all goods and services provided hereunder, and shall retain all such records for a period

of at least three (3) years following the termination or completion of the Contract. Upon 48-hours' notice and during normal business hours, the Owner, or any of its duly authorized representatives, shall have access to and the right to audit any records or other documents pertaining to the Contract. The Owner's audit rights shall extend throughout the term of the Contract and for a period of at least three (3) years thereafter. The Contractor also acknowledges that the State of Utah, the Comptroller of the United States, or any of their duly authorized representatives shall also have access to any books, documents, papers, and records of the Contractor, which are directly pertinent to the Work contemplated herein, for the purpose of making audits, examination, excerpts, and transcriptions.

#### **4.12 MANAGEMENT REPORTS**

Upon request the Contractor should be able to summarize and concisely report pertinent information to Owner in a timely manner, throughout the duration of this contract resulting from this RFP.

#### **4.13 FURTHER AGREEMENTS**

In addition to a proposal, Owner may from time to time require Contractor to execute certain additional documents or agreements, including without limitation, a Contract for the purpose of clarifying the intention of the parties with respect to providing the goods or services hereunder.

#### **4.14 RELATIONSHIP OF THE PARTIES**

In assuming and performing the obligations of any contract, Owner and any Contractor shall each be acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, or employee of the other.

#### **4.15 TAXES – CONTRACTOR'S RESPONSIBILITY**

Contractor shall be responsible for and pay all taxes which may be levied or incurred against the Contractor in connection with the performance of any services under this Contract, including, but not limited to, taxes levied or incurred against Contractor's income, inventory, property, sales, or other taxes.

#### **4.16 TAXES - OWNER IS EXEMPT**

The Owner is exempt from the payment of any federal excise or any Utah sales tax (State of Utah Sales Tax Exemption number: Q41296). Exemption certification information appears on all purchase orders issued by Owner and such taxes will not apply to Owner unless otherwise noted. The price must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, Contractor 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 Owner.

#### **4.17 ROYALTIES AND PATENTS**

The Contractor shall pay all applicable royalties and license fees. Contractor shall also defend all suits or claims for infringement of any intellectual property rights, and shall hold the Owner harmless from loss on account thereof.

#### **4.18 PAYMENTS**

These terms of payment cover payments to be made at the time of completion of the project. Unless otherwise specifically indicated in these contract documents, the terms of payment will be NET, 30 days upon acceptance of the work. A five percent (5%) retainage will be withheld until final product is reviewed and accepted by the City.

Invoices shall be submitted to:

Lehi City  
Attn: Accounts Payable  
153 North 100 East  
Lehi Utah, 84043

#### **4.19 PAYMENT WITHHELD**

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect itself from loss on account of:

**4.19.1** Defective goods or services not remedied.

**4.19.2** Any other violation of or failure to comply with the provisions of this contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them. Owner reserves the right, in case of Contractor default, to procure the goods or services from other sources while holding the defaulting Contractor responsible for any excess costs occasioned thereby.

#### **4.20 ACCEPTANCE AND FINAL PAYMENT**

In a timely manner after the work has been completed and accepted, the Owner will make a final estimate stating that the Contract has been completed and that the work has been accepted by it under the terms and conditions thereof, with qualifications, if any, as stated. And the balance found to be due the Contractor according to the terms of payment shall be paid by the Owner, as provided under 4.18 PAYMENTS of this document. Prior to filing a final estimate, Contractor shall file with the Owner a sworn statement that all items of labor entering into the work or services have been paid.

#### **4.21 CHANGE ORDERS**

All change orders shall be described on a Change Order Request Form, provided by the Owner, and be authorized in writing by Owner prior to proceeding with the work requested. No payment shall

be made to the Contractor for labor involved in correcting errors or omissions attributable in any way to the Contractor or its agents, subcontractors, and the like.

#### **4.22 WARRANTY**

**4.22.1** Contractor expressly warrants the workmanship, materials, and manner of construction provided for and contemplated by this Contract and agrees that if the improvement contemplated therein does not remain in good condition for a period of one year from the date of final acceptance by Owner, ordinary wear and tear excepted, because of defects in the workmanship, materials or manner of construction, then and in that event Contractor agrees that any and all repairs and replacements necessary to maintain said improvement and each and every part thereof in such good condition shall be made by said Contractor without additional charge or cost to the Owner.

**4.22.2** During the warranty period, Contractor shall make reasonable efforts to correct deficient work or products. Unless the specifications call for a shorter time, when the deficiency involves the health and safety of City residents, the loss of or damage to property, or renders the products or service unusable for its intended purpose; Contractor shall respond and begin to correct the work no later than 24 hours after having received notice.

**SIGNATURE OF CONTRACTOR**

Upon acceptance of this RFP, the undersigned agrees to complete all required work as described in this RFP document according to the terms and conditions described herein.

***By*** \_\_\_\_\_

***Title*** \_\_\_\_\_

***Address*** \_\_\_\_\_

\_\_\_\_\_

***Date*** \_\_\_\_\_

## **SECTION 5: ATTACHMENTS**

### **5.1 Park Construction Documents**

## 5.2 Restroom Construction Documents

### 5.3 Bid Summary Sheet