

EMIGRATION CANYON METRO TOWNSHIP REQUEST FOR PROPOSAL

"Design-Build Renovation of existing historic WPA Restroom at the Pinecrest Junction in Emigration Canyon"

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PUBLIC NOTICE OF REQUEST FOR PROPOSAL

Date: May 6, 2021

"DESIGN-BUILD OF RENOVATION OF EXISTING HISTORIC WPA RESTROOM AT PINECREST JUNCTION IN EMIGRATION CANYON"

The Emigration Canyon Metro Township, hereinafter referred to as "Township" is soliciting proposals from qualified persons or firms to provide services to complete the design-build of the renovation of an existing restroom facility at the Pinecrest Junction in Emigration Canyon as specified in the Scope of Services of this Request for Proposal (RFP).

All proposals shall be received by email to the Township c/o Jennifer Hawkes at hawkes@ecmetro.org. Any proposal(s) delivered or received after said date will not be accepted. Any uncertainty regarding the time a proposal is received can be addressed to hawkes@ecmetro.org.

Email: Hawkes@ecmetro.org

Subject Line: Design-Build of Renovation of Existing Restroom at Pinecrest Junction Received by: The proposal due date is extended to June 16th by 5:00 pm.

Format: PDF with a secure password, please include the password with your proposal.

The proposal shall be based on providing all services for the design, permitting, and renovation/ reconstruction of the existing WPA-built restroom located at Pinecrest Junction in Emigration Canyon into a functioning vault toilet. The Contractor shall be responsible for providing all labor, materials, equipment, and all else necessary for the design, permitting, layout, and renovation/reconstruction of the Restroom Facility including site work, concrete work, wood work, and roofing as necessary to complete the project per the plans, specifications, and conditions pursuant to Base Proposal and alternatives selected by the TOWNSHIP.

Proposers shall confine their proposal to the project in its entirety. Partial proposals will not be considered. Each Proposer shall submit with their proposal evidence that he/she is licensed to perform the work and services or qualified by examination to be so licensed.

Pre-Proposal Meeting: A mandatory pre-proposal meeting will not be held.

The successful Proposer will be required to execute the Contract and file acceptable Performance and Payment Surety Bonds equal to one hundred percent (100%) of the contract price within fourteen (14) calendar days after written notice of the acceptance of the proposal. No offeror may withdraw its Proposal for a period of ninety (90) days after the date of RFPs due date.

Evaluation of proposals will be performed by the Township Council.

The Township reserves the right to waive informalities and/or irregularities in any Proposal; delete any portion of the project; extend the project within the limits of the work involved which in its judgment is in the best interest of the Township. A Proposal may be withdrawn prior to the date and time of proposal due date. The Township reserves the right to

reject any or all proposal(s) and may postpone the award of the Agreement for a period of time which shall not extend beyond sixty (60) calendar days from the RFP's due date. The awarded proposer will execute a contract with Township.

Emigration Canyon Metro Township. does not discriminate on the basis of race, national origin, gender-, religion, marital status, or disability.

Questions concerning this RFP must be submitted via email to Jennifer Hawkes at hawkes@ecmetro.org.

By:

Jennifer Hawkes

Emigration Canyon Metro Township.

INSTRUCTIONS TO PROPOSERS:

The TOWNSHIP desires to select and execute a contract with a qualified contractor to design and build the renovation of the existing historic WPA restroom at the Pinecrest Junction in Emigration Canyon.

The Township intends to award a contract in accordance with the Township's Purchasing Policy and Procedures.

RFP packages can be obtained through Jennifer Hawkes acting as the Township's project manager at: hawkes@ecmetro.org or by visiting the Emigration Canyon Metro Township's website at www.ecmetro.org.

GENERAL CONDITIONS

1 DEFINED TERMS

- 1.1 The term "Offeror" shall mean one who submits a Proposal directly to the Township, as distinct from a sub-offeror, who submits a proposal to an offeror. "Contractor" means contractor, vendor, supplier, agency, manufacturer, or dealer, whichever is applicable.
- 1.2 The term "TOWNSHIP" shall mean EMIGRATION CANYON METRO TOWNSHIP.
- 1.3 The term "Offeror Documents" includes the Request for Proposal or Invitation to Proposal, Instructions to Offeror, Scope of Services or Technical Specification and Conditions, and Proposal Form, including all Addenda issued.
- 1.4 The term "Purchase Order" shall include the proposal documents and proposal award which shall be as a contract agreement binding on the Offeror and TOWNSHIP.

2. PROPOSAL PRICE

2.1 The proposal price for this service shall include all costs associated with the project including mobilizing, demobilizing, architectural design, plans preparation, obtaining permits and FCOZ review, construction as detailed in the Scope of Services or Specifications and Conditions unless otherwise indicated.

3 PROPOSAL FORMS

In filling out RFP forms, offerors shall be governed by the following provisions:

- 3.1 The offeror shall be required to use the attached Proposal Form, which forms a part of the RFP Document and shall remain intact.
- 3.2 All prices must be clearly stated in both figures and writing with ink on the line provided. When there is a variation between the written amount and figures, the written amount will be taken as the proposal price. For variations on the total amounts, the unit cost will be used to calculate the totals

- 3.7 All proposals shall be received by email to the Township c/o Jennifer Hawkes at hawkes@ecmetro.org. Please include "Design-Build of Renovation of Existing Restroom at Pinecrest Junction" in the subject line. The format of the proposal should be a PDF, with a secure password.
- 3.8 The Township assumes no responsibility for proposals received after the submittal date. Late proposals will be held unopened and will not be considered. An offeror may withdraw his proposal at any time prior to the due date without prejudice to him.

4. VISIT TO THE SITE

Before submitting a proposal, the Contractor may visit the worksite and shall fully inform themselves as to all existing conditions and limitations which pertain to the physical conditions at or contiguous to the site which may affect the cost, progress, performance, or furnishing of the work. Contractors are expected to examine the specifications and all instructions; failure to do so will be at the Offeror's risk. The Township does not assume responsibility for the accuracy or completeness of the Proposal.

5. ADDENDA OR ADDITIONAL INFORMATION

Any questions or requests for clarifications concerning this RFP shall be submitted in writing by e-mail directed to Jennifer Hawkes Email address: hawkes@ecmetro.org. All questions must be received no later than by 5:00 pm on June 11th, 2021. All responses to questions/clarifications, if deemed necessary, will be emailed to all contractors invited to propose. No questions will be received verbally, and/or in writing, after the deadline. Each offeror shall examine all RFP documents, draft Agreement and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the RFP shall be made through Jennifer Hawkes. The TOWNSHIP shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the TOWNSHIP will attempt to notify all prospective offerors who have secured same; however, it shall be the responsibility of each offeror prior to submitting their proposal, to contact Jennifer Hawkes to determine if addenda were issued and to make such addenda a part of their proposal.

6. DOCUMENTS TO BE INCLUDED WITH PROPOSAL:

- 6.1 Proposal Form
- 6.2 A list of references for which they have successfully completed similar projects, including name of business, contact person, and phone number.
 - 6.3 Non-collusion Affidavit.
- 6.4 List of Sub-Contractors and Architects/Engineers who will be providing services in this project.

- 7. DISQUALIFICATION OF OFFER: The following causes will be considered sufficient to disqualify any offeror, and proposals from disqualified offerors will not be considered:
 - 7.1 Collusion among or between offerors.
- 7.2 Unbalanced proposals; that is, proposals in which the price is out of all proportion to those submitted by others.
- 7.3 Lack of experience or capital on the part of the offerors. Evidence of experience, ability, and financial standing must be provided by the offeror, as required by the TOWNSHIP.

8. SELECTION PROCESS AND AWARD OF CONTRACT:

- 8.1 RIGHT TO REJECT PROPOSALS: Township reserves the right to reject any or all proposals and to waive technical errors and informalities, or request resubmission. No offeror shall have any right against the TOWNSHIP arising from such rejections.
- 8.3 EVALUATION OF RFP's: Township reserves the right to take in qualification, experience, delivery terms, budget requirements, materials, warranty, and service reputation. The Township Council will evaluate the proposals and make recommendations for awards.
- 8.4 PRESENTATION: The Township Council may shortlist the proposals and request the short-listed proposers to make a presentation.
- 8.5 AWARD: The proposer selected shall be issued a Notice of Acceptance and the proposer shall execute a contract and provide the required insurance certificates: Workers Compensation, Comprehensive General Liability, Automobile Liability, Builder's Risk coverage, Professional Indemnity/Liability, and Performance and Payment Bonds within fourteen (14) calendar days. A draft copy of the agreement is attached for information and execution after notice of acceptance is issued. Thereafter a Notice to Proceed (NTP) will be issued within sixty (30) days. If awarded, Offeror shall supply and deliver the required documents within the specified calendar days after the RFP Award. In case of failure on the part of the offeror to deliver documents pursuant to his proposal, award may then be made to the next best offeror or the service will be re-advertised, at the sole discretion of the Township Council. Failure of the offeror to deliver documents within the specified time is deemed to cause harm to Township.

9. INDEMNIFICATION:

- 9.1 The successful offeror shall indemnify and hold harmless the Township from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said successful offeror or by or in consequence of any neglect in safeguarding the work by or on account of any activity or omission, neglect or misconduct of the successful offeror or a Sub-Contractor or by or on account of any claims or amounts recovered from any infringement of patent, trademark, or copyright of from any claims or amounts arising or recovered under the "Worker's Compensation Law" or any other law, bylaws, ordinance, order or decree.
- 9.2 The successful offeror shall pay all cost including attorneys' fees that may be incurred by Township in enforcing compliance by the successful offeror with the provisions of

this contract, or in defending any proceeding or suit brought against Township for any violation by the successful offeror of any law or ordinance, or in the event the Township is made a party to any litigation with respect to any matter arising out of or related to this contract as to which the successful offeror is at fault or responsible. The successful offeror shall pay all judgments, decrees, and costs, including reasonable attorneys' fees, incurred by or imposed upon Township in connection therewith.

10. TERM

The contract shall be for the duration of time required to complete the described project as specified under this RFP Document.

11. TERMINATION OF PROPOSAL AWARD

The RFP Award may be terminated by TOWNSHIP, with or without cause, upon ten (10) days written notice.

12. LABOR DISCRIMINATION

The Contractor shall fully comply with any and all applicable State or Federal Laws in respect to intimidation of or discrimination against any employee or qualified prospective employee by reason of age, sex, race, color, or creed.

13. SUB-CONTRACTORS

- 13.1 The Contractor shall not assign, sublet or subcontract all or any part of the agreement without the prior written consent of TOWNSHIP, and no purported assignment by the Contractor shall be binding on TOWNSHIP without such consent.
- 13.2 All sub-contractor's information submitted with the proposal shall be made as part of the contract and shall be maintained in the same manner as for the Contractor, during the full term of the agreement.
- 13.3 Notification of changes will be forwarded in writing to TOWNSHIP within seven (7) calendar days of such change.

14. EVALUATION CRITERIA

Proposals shall be evaluated on criteria not solely on price. A Township Council will evaluate all proposals and make recommendations for acceptance of the proposal. The Township Council will evaluate the proposals based on the following criteria as a minimum:

Criteria / Description Percentage

A Price (Base proposal or proposal Price with Option Items) 40

B Qualifications of Contractor/Architect Team 20

C Experience of Contractor on Similar Size and Type of Project 20

D References 5

E Completion Duration 10

F Local Preference 5

Total: 100.00 %

The evaluation criteria may be revised by the Township Council as appropriate.

15. AS-BUILTS, RECORD DRAWINGS AND TURNOVER DOCUMENTATION

The Contractor will prepare record and turnover documents for the project that include recording changes to the Pinecrest Junction Restroom Building Assessment and Recommendation plans and submittal materials that were reviewed and approved. The record drawings and turnover documents shall include but is not limited to following:

- Red-lining the existing hard line drawings and providing references to the respective RFIs. At the conclusion of the project, digitally scan the documents and then turn over to the OWNER.
- Updating as-builts or record drawings.
- Provide copies of all change orders and claim resolutions.
- Provide Operation and Maintenance Manuals, and warranties.

The Asbuilts, Record Drawings and Turnover Documentation shall be turned over to the OWNER at the conclusion of the project.

PROPOSAL FORM

To: Emigration Canyon Metro Township.	
Attn: Jennifer Hawkes	
The undersigned hereby offers a proposal to provide the services for the the Renovation of Existing Restroom at Pinecrest Junction" pursuant to the pro Request for Proposal, memorandum dated April 15, 2019 of Steven D. Cornell attachments, for a Total Base Proposal price of (\$	visions of the , with
words).	donars (price in
If awarded, Offeror shall complete the project withindays after the execution of contract and the Notice to Proceed is issued.	calendar
In submitting this proposal, it is understood that the Township Council to reject any or all proposals and to waive any technicality in any proposal in the Furthermore, no proposal may be withdrawn for a period of sixty (60) days fro proposals.	ne interest of the
OFFEROR'S DECLARATION AND UNDERSTANDING: The undersigned, referred to as the "Offeror", declares that the only persons or parties interested are those named	
herein, that this proposal is, in all respects, fair and without fraud, that it is made collusion with any official or employee of the Township, and that the proposal any connection or collusion with any person submitting another proposal on the	is made without
ADDENDA: The offeror hereby acknowledges that he has received the follows	ing addenda:
Addenda No Dated:	
No Dated:	
(Offeror shall insert number of each Addendum received) and agrees that all ac	ldenda issued are
hereby made part of the Contract Documents, and the offeror further agrees that includes	at this proposal
all impacts resulting from said addenda.	
Dated thisday of2021.	
NAME OF FIRM:	
BY:	
(Signature of Authorized Person) (Title)	

PRINTED NAME:		_
ADDRESS:		
TELEPHONE:		
E-MAIL:		
STATE OF UTAH		
COUNTY OF		
The foregoing instrument was ac 2021,	cknowledged before me this	day of
by	, who is personally kno	own to me or who has
produced	as identification.	
NOTARY PUBLIC		
Signature		
State of UTAH		
My Commission Expires:	(SEAL)	
¶		

SCOPE OF SERVICES, SPECIFICATIONS AND CONDITIONS

The Emigration Canyon Metro Township invites proposals to design-build the renovation of an existing Restroom at the Pinecrest Junction in Emigration Canyon. The project includes the stabilization and re/construction of a historic WPA restroom into a functioning vault toilet that preserves the historic outside structure of the building. The proposal should also include site-work: grading, a retaining wall behind the restroom to stabilize the existing slope, concrete landing at the entrance of the restroom, removal of the white-top weed* and reseeding areas that are disturbed with a native seed-mix*. The limit of disturbance on the site is 15' outside of the building.

It is the intention of the Township to try to comply with the recommendations of Steven D. Cornell, historical Architect with the Utah Division of State History that is set out in his memorandum dated April 15, 2019, which is attached to this RFP as Exhibit 3.

The proposal price shall include all costs associated with the project including mobilizing, demobilizing, temporary architectural design, plans preparation, obtaining permits and FCOZ review.

The proposal price shall also include all temporary services needed to complete construction including but not limited to water, power, heat and sanitation facilities.

Offeror should submit proposals for the complete renovation of the existing restroom building into a functioning vault toilet. Any materials or equipment not specified in the Restroom Building Assessment Document provided will require a submittal and approval prior to construction. The proposals should include a description of all materials, fixtures and facilities that the successful offeror proposes to use in the renovation.

The Offeror will be expected to provide and complete any engineering and design work necessary for the completion of the project and the proposer should include all such costs in its Proposal price.

- * White-top is an invasive weed and should be controlled with an herbicide. Weeds should be removed or sprayed prior to grading so that the seeds are not propagated. Please contact Utah Open Lands for guidance in the proper way of weed removal and recommended herbicides.
- * Please contact Utah Open Lands for the seed mix specifications.

CONTRACT AGREEMENT

This Contract made this day of	, 2021, between Emigration Canyon
	Township", and, his, its, or
WITNESSETH:	
mentioned, and at his, its, or their own proper	th the Township, for the consideration herein r cost and expense, to perform all the Work and and labor necessary to carry out this agreement in

mentioned, and at his, its, or their own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached proposal documents, being hereby made as such a binding part of this Contract as if written word for word herein, and:

NOW THEREFORE, the TOWNSHIP and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Proposal Documents, all the items of Work at the lump sum price as listed in the Contractor's Proposal.

Article 2.	Contract Price:	The Contract	Price incl	ludes the t	otal propo	sal pri	ce of
\$							

Article 3. Plans and Specifications: The plans and specifications, and other Proposal Documents upon which the Contractor's Proposal are based on are hereby made a part of this Contract by reference thereto and hereby attached hereto.

Article 4. Time of Beginning and Completion: The Contractor agrees to begin Work within 30 calendar days after receipt of Notice to Proceed. The Contractor will complete all Work in its entirety by February 2022, or the Contractor will pay, for each week thereafter, as liquidated damages, in the amount of \$100.00 per week.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month), and approved by the Township, subject, however, to retention by the Township of an amount equal to ten percent (10%) of the payment due.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon after as practicable, the Township shall make a final inspection and, if appropriate, acceptance of the Work, after which the Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Attorney Fees and Costs: In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses, including attorney fees, as may be set by the Court.

Article 9. Contract Documents: The execution of this Contract shall be in duplicate, one copy being retained by the Township, and one copy being retained by the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

BY:	
Mayor	
Emigration Canyon Metro Township. Date	
ATTEST:	
CONTRACTOR:	
BY:	(SEAL)
WITNESS Authorized Corporate Officer or Individual	
WITNESS (Printed or Typed Name of Signer)	
(Printed or Typed Title of Signer)	
(Business Address of Contractor)	

EXIBITS







GARY R. HERBERT Governor

SPENCER J. COX Lieutenant Governor

Jill Remington Love
Executive Director
Department of
Heritage & Arts



Don Hartley Director State Historic Preservation Officer

DATE: April 15, 2019

RE: Pinecrest Junction CCC Restroom Building Assessment & Recommendations

FROM: Steven D. Cornell, Historical Architect

Exterior Walls: The stabilization of the structure is the primary concern. The unreinforced sandstone masonry walls appear to be overstressed and in some cases, failing. There are some cracks visible in the walls system on the exterior but in most cases the walls appear to be in fairly good condition. The building is showing minor indications of deterioration, typically in the mortar. The interior stone demising wall has a large crack. Because of the proposed function of the building, this demising wall will need to be removed to allow for one ADA compliant restroom. The wall may be integrated into the exterior walls and will need to be saw cut if that is the case.

To stabilize the walls and prevent further deterioration, the base of the walls needs to adequately drain water away from the building, especially on the upslope side. This may require a retaining wall to be built to move the soils away from the wall. One the upslope side, cut and remove existing soils at least 18" back from existing wall and install a 4" diameter HDPE perforated pipe at the base of the footing set in a drainable gravel fill. The pipe can be day-lit on the site, or be piped to a sump pit or storm sewer. The fill should be wrapped in a geo-textile fabric to prevent silt from accumulating in the system (see attached drawings). The resulting system will prevent water from pooling at the base of the wall and getting into the inside of the wall.

The roof should be tied mechanically into the stone walls (See attached detail). This will help stabilize the unreinforced masonry (URM) walls, and prevent future cracking.

The damaged mortar of the exterior walls will need to be removed and repointed with a mortar matching the original color, texture and composition of the original mortar. Finding the right mortar mix is essential to the longevity of the stone masonry and each historic building is unique. Please follow the recommendations below:

- Remove the damaged mortars using hand tools only. Do not use any power tools. Old mortar should be removed to a minimum depth of 2 to 2-1/2 times the width of the joint to ensure an adequate bond and to prevent mortar "popouts."
- Do not use a Portland cement based mortar. Portland cement mortars are too strong and will damage the stone.
- The new mortar must match the historic mortar in color, texture and tooling.
- The sand must match the sand in the historic mortar (the color and texture of the new mortar will usually fall into place if the sand is matched successfully).
- The new mortar must have greater vapor permeability and be softer (measured in compressive strength) than the masonry units.

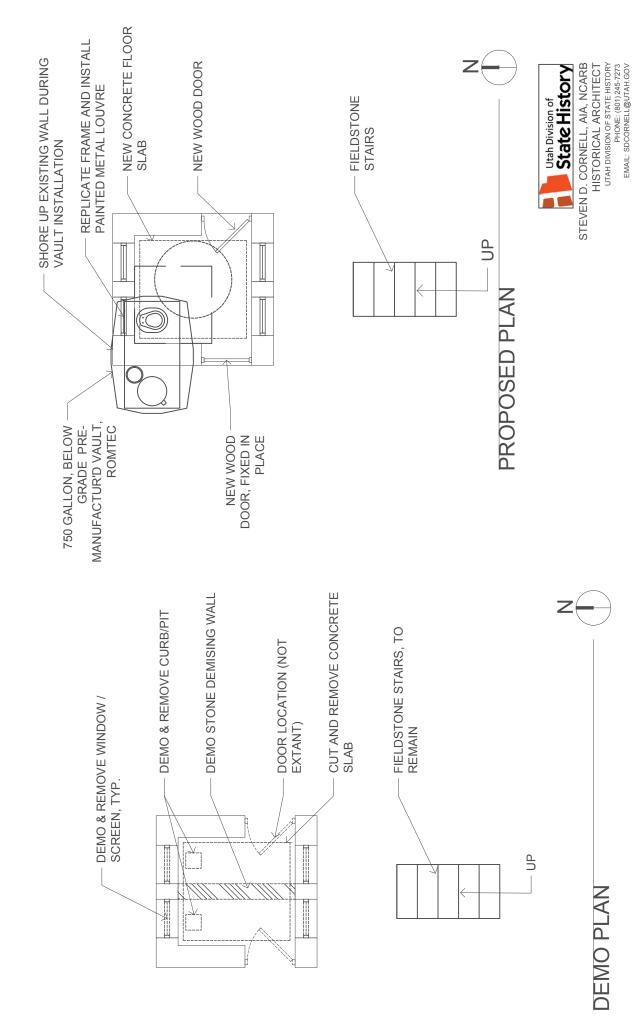


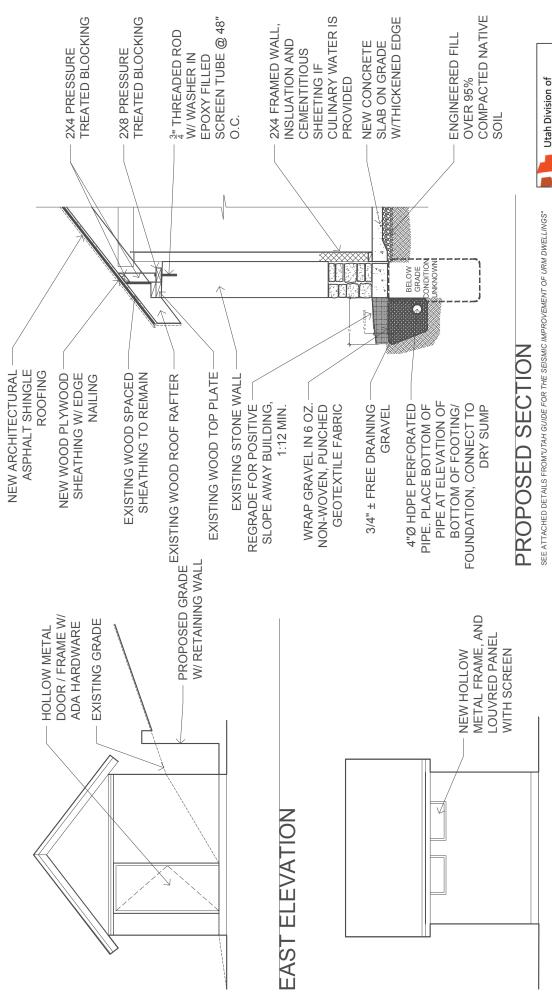
- The new mortar must be as vapor permeable and as soft or softer (measured in compressive strength) than the historic mortar.
- A lime based mortar should be used for repointing, lime should conform to ASTM C 207, Type S, or Type SA, Hydrated Lime for Masonry Purposes.
- A trial and error process may be required to find the right mix
- Fill the deepest joints first by compacting in the mortar in several layers, in quarter inch increments, allowing for thumb print hardness before applying the next layer. The mortar should be slightly recessed from the face of the stone and should not extend over the edge of the stone, this will only add to future deterioration.

Windows and Doors: The windows and doors of the structure should be rebuilt. There are good hollow metal door and frame manufacturers that can mimic a more traditional historic door. However, because there is no evidence to determine what the door looked like a flat panel, painted door is appropriate. Installing a hollow metal door will provide a long-term, low-maintenance improvement. Typically, the door will have a louvered panel in the lower part of the door to aid in ventilation. Painting the door to match the wood trim on the building is appropriate.

Roofing: The roofing should be removed. As indicated earlier, as part of the roof tie-in to the URM walls, new sheathing should be overlaid on the existing spaced wood sheathing and then nailed per the details shown. New ice and water shield should be installed over the sheathing and then covered with an architectural grade asphalt shingle. Painted or galvanized flashings and drip edges should be installed to prevent water from dripping onto the fascia.

Issues to consider: If culinary water is provided to the restroom building, then the building will need to be upgraded with insulation and potentially heating to prevent water supply and waste lines from freezing over. In addition to insulating the exterior walls, the roof will need to be insulated and the windows should have an insulated glass unit in place of the louver.

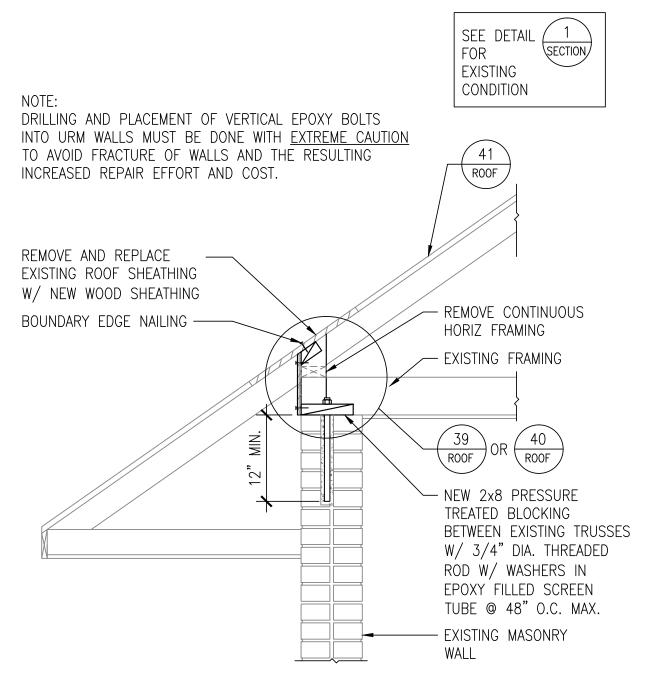






VEN D. CORNELL, AIA, NCARB
HISTORICAL ARCHITECT
UTAH DIVISION OF STATE HISTORY
EMAIL: SDCORNELL@UTAHGOV

SOUTH ELEVATION



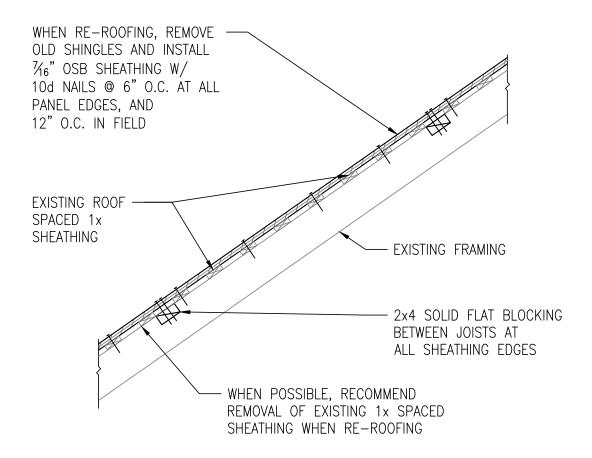
NOTF:

FOR EASE OF INSTALLATION THE NEW WOOD MEMBERS CAN BE ASSEMBLED ON THE GROUND, LIFTED INTO PLACE AND THEN ATTACHED TO THE EXISTING WALL AND FRAMING.



ROOF TO URM WALL ANCHORAGE W/ JOISTS PERPENDICULAR TO WALL

Seismic Improvement	HOME TYPE:	Roof to URM	DETAIL:
Structural Detail	MODEL A	Wall Anchorage	30a



(41	\mathcal{L}
	ROOF	J

ROOF DIAPHRAGM STRENGTHENING

Seismic Improvement HOME TYPE: Structural Detail ALL MODELS	Roof Diaphragm Strenathenina	DETAIL:
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