

**INSTRUCTIONS TO BIDDERS**  
**STANSBURY PARK SERVICE AGENCY**  
**STANSBURY PARK NORTHWEST CLUBHOUSE DOCK**

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## **ARTICLE 1 – DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

*A. Owner's Representative.*

James Hanzelka

Stansbury Park Service Agency

1 Clubhouse Drive, Suite 1

Stansbury Park, UT 84074

(435) 882-6188 (office)

(435) 830-3386 (mobile)

*B. Project Manager*

Shawn Chidester

1 Clubhouse Drive, Suite 1

Stansbury Park, UT 84074

(385) 285-5002 (office)

(657) 583-7530 (mobile)

## **ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents stated in the Advertisement or Invitation to Bid may be obtained from the Stansbury Service Agency Office. Contact the project manager at [projectmanager@stansburypark.org](mailto:projectmanager@stansburypark.org)
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Project Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 The owner and Project Manager, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

## **ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence in the form of the completed Bidder's Status Report on the form provided in C410-M.

## **ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

- 4.01 On request, Owner will provide Bidder access to the Site to conduct such site visits and studies as Bidder deems necessary for submission of a Bid. If Bidders conduct site visits other than those scheduled and advertised within these contract documents, proper notification shall be made to the Project Manager or Owner to secure accessibility to the site.

4.02 *It is the responsibility of each Bidder before submitting a Bid to:*

- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda.
- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site 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, and performance of the Work.
- D. Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been provided as part of the Bidding Documents.
- E. Obtain and carefully study (or accept consequences of not doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and in the water) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Promptly give Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Project Manager is acceptable to Bidder; and
- J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.04 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Project Manager are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### **ARTICLE 5 – PRE-BID CONFERENCE**

5.01 A non-mandatory pre-bid conference will be held at 3:00 p.m. on July 15, 2024, at the Service Agency's office – 1 Clubhouse Drive Suite 1, Stansbury Park, UT 84074. A site visit will follow.

#### **ARTICLE 6 – SITE AND OTHER AREAS**

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes to existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto (not already identified in the Bidding Documents) required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

#### **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager in writing (project.manager@stansburypark.com) in writing. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Project Manager.

#### **ARTICLE 8 – CONTRACT TIMES**

- 8.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

#### **ARTICLE 9 – LIQUIDATED DAMAGES**

- 9.01 Provisions for liquidated damages are set forth in the Agreement.

#### **ARTICLE 10 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

- 10.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to project manager, application for such acceptance will not be considered by project manager until after the Effective Date of the Agreement.

#### **ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- 11.01 Information relating to Subcontractors, Suppliers, individuals, or entities shall be submitted using form C-410M for review as part of the contracting process. If Owner or Project Manager, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next highest rated Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make the requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Project Manager makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Project Manager subject to revocation of such acceptance after the Effective Date of the Agreement.

#### **ARTICLE 12 – PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Project Manager’s Office at cost.

- 12.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein.
- 12.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.
- 12.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 12.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
- 12.06 A Bid by an individual shall show the Bidder's name and official address.
- 12.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.
- 12.08 All names shall be typed or printed in ink below the signatures.
- 12.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.10 The address and telephone number for communications regarding the Bid shall be shown.
- 12.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

### **ARTICLE 13 – BID PRICES**

- 13.01 *Lump Sum*
- A. Bidders shall submit Bids on a lump sum basis for each Bid Schedule or Bid Alternative described in the Bidding Documents as provided for in the Bid Form.
- B. The Owner reserves the right to award any bid schedules individually, or any combination of the bid schedules and bid alternatives which may exist.
- 13.02 *Unit Price – Not Used*
- 13.03 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.

### **ARTICLE 14 – SUBMITTAL OF BID**

- 14.01 Bidders will be furnished with an electronic copy of the Bid Book, which includes the Bid Form. The Bid Book is to be completed and submitted with all other required attachments.
- 14.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title, the name and address of Bidder, and shall be accompanied by the other required documents. If a Bid is sent by mail or other

delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the Issuing Office as defined in Article 1.

- 14.03 All bids shall be received by the Owner as described in the Invitation to Bid.

#### **ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 15.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 16 – OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but the Owner may, in its sole discretion, release any Bid prior to the end of this period.

#### **ARTICLE 18 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 The owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. The owner may also reject the Bid of any Bidder if the Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. The owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 18.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 18.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 18.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Bid Form (Supplemental).
- 18.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 18.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project. Not necessarily the lowest bid.

## **ARTICLE 19 – CONTRACT SECURITY AND INSURANCE**

- 19.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

## **ARTICLE 20 – SIGNING OF AGREEMENT**

- 20.01 When the Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, the Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## **ARTICLE 21 – RETAINAGE**

- 21.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.