

INVITATION TO BID

STANSBURY PARK SERVICE AGENCY

MILLPOND PARK ENGINEERING DESIGN PLAN

1. Stansbury Service Agency is in the process of developing the Millpond Park area to support the amphitheater and local winter sports area. Initial designs have been completed, but the county has several requirements before the project can proceed. See the design criteria outlined in Appendix A. A schematic drawing of an overall design concept is included at Appendix B.
2. A general design for the parking lot and bathroom area was done by Ensign Engineering in October 2023, however the county has asked for an overall design for the area before the project can proceed. This information is available from the Service Agency.
3. Bidder will provide a cost to provide all materials and labor to develop an overall site plan that includes the specifics asked for by the county and meets the requirements of the Service Agency for the use of the area. A tentative schematic of the area and concept is included in Appendix D.
4. A visit to the site can be arranged, if required, to fully understand the scope and requirements of the plan.
5. *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. 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. Promptly give the Owner's Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by the Owner's Representative is acceptable to Bidder.
 - d. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies or data required for the determination of 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.
6. Scope of Work:
 - a. The work will consist of providing the service Agency with architectural engineering designs for Millpond Park, to include Infrastructure, landscape and amenity design for the overall park design. There are preliminary engineering and rough plans available to use as a template for the final design. Key design criteria are location of electrical, irrigation and parking infrastructure, grading and slope definition of the area, as well as the design of the seating area in the amphitheater area, trails and ingress and egress routes. There will be an existing bathroom facility and the site will be planned around that facility. The design shall include support services for the site development and improvements to Stansbury Park.

The project will require overall architectural design to meet County, State and Federal Requirements.

- b. Each bidder will include a list of projected subcontractors (if applicable), including information on qualifications and cost of each subcontractor.
 - c. Bidders will provide a schedule of costs for services provided, broken down by work category and cost per unit time required.
7. A Statement of Qualifications and Costs shall be submitted to point of contact by 2:00 PM on June 28th, 2024. Late submissions will not be accepted, Submissions may be hand delivered paper copies, mailed paper copies, mailed in sufficient time to meet the deadline or as an email file sent to the point of contact. Selected consultants will be notified no later than July 3rd of acceptance of the successful bidder.
8. 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.
9. Point of Contact for this bid is.

Shawn Chidester

1 Country Club Dr., Suite 1

Stansbury Park, UT. 84074

435-882-6188

projectmanager@stansburypark.org

INSTRUCTIONS TO PROSPECTIVE CONSULTANTS

1.1 DOCUMENT INCLUDES

This document includes the basis for submittal of bids for this project.

1.2 COMPLY WITH LAWS, ORDINANCES, REGULATIONS, AND RULES

Consultant will be required to obey all federal, state, and county laws, ordinances, regulations, and rules applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and the Utah Immigration Accountability and Enforcement Act (Utah Code Title 63G, Chapter 12). Any violation of applicable laws shall constitute a breach of the *Stansbury Service Agency Engineering and Architectural Design Consulting Agreement*. Consultant will be required to hold the Agency harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by the Agency as a result of such violation.

1.1 PREPARATION OF STATEMENTS OF QUALIFICATION AND INTEREST

All costs related to the preparation of the Statement of Qualification and Interest and any related activities are the sole responsibility of the CONSULTANT. The Agency assumes no liability for any costs incurred by CONSULTANTS throughout the entire

1.2 CONTRACT FORM

- A. The successful CONSULTANT shall be required to enter into a written agreement with the Agency. The Agency's standard form of Agreement for professional services is included within this solicitation and modified as appropriate.
- B. Stansbury Service Agency is an equal opportunity employer.
- C. This request for statements of qualifications and interest is governed by the Utah Code Chapter 3.24 and the Agency's procurement regulations.

1.3 CONTACT WITH AGENCY EMPLOYEES

All CONSULTANTS interested in this project will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the purpose of influencing the selection or creating bias in the selection process with any person who may participate in the selection process. This policy is intended to create an equal opportunity for all potential CONSULTANTS. All contact on this selection process shall be addressed to the authorized representative identified in the Solicitation for Consultant.

1.3 SUBMITTALS

A. Submit the following to the designated project Manager:

1. A cover letter
2. A Statement of Qualifications and Interest
3. A letter stating that if selected, the CONSULTANT will execute an agreement containing the language that worker's compensation and employer's liability insurance sufficient to cover all of CONSULTANT's employees pursuant to Utah Law. as presented therein (rejected if not submitted).
4. A signed document, Appendix B, Ethical Representation (rejected if not signed).
5. Provide a maximum of one page narrative describing the design team's unique attributes and experience that qualify them for this project. This narrative can be used to elaborate on any of the information provided in the submittal.
6. Table of Costs by work category and unit of work (including projected subcontractors) for providing the information outlined below:
 - i. Provide a detailed landscaping plan.
 - ii. Provide parking design, including calculations supporting design criteria.
 - iii. Indicate survey section corner tie in.
 - iv. Location of dumpsters and trash receptacles.
 - v. Clarify the bathroom and amphitheater as "built".
 - vi. Geotech report or studies (completed or desired)
 - vii. Utilities spec sheet.
 - viii. Design of seating area around amphitheater
7. Submission Deemed Agreement: Submission of a bid, proposal or other offer or submission constitutes the bidder's or offeror's agreement to all the terms, conditions and provisions of the bid or proposal package, or other solicitation documents. In addition, submission of a bid, proposal or other offer or submission by fax or e-mail constitutes a waiver of any claim to confidentiality or any protest based on such a claim. By the submission of any bid, proposal or other offer or submission, the bidder or offeror represents that the matters stated therein are true and correct.
8. It is the responsibility of CONSULTANT, before making its submission, to consider federal, state, and local laws and regulations (including the Utah Immigration Accountability and Enforcement Act, Utah Code Title 63G, Chapter 12) that may affect cost, progress, performance, or furnishing of the work.

PART 2 SELECTION PROCEDURES

- A. After the closing date, the Agency will analyze the proposals and select the final CONSULTANT(S) from the Statement of Qualifications and Interest submitted.
- B. Thereafter, negotiations for contract purposes will be initiated with the top-rated CONSULTANT and will result in the signature of a contract (Appendix C)

APPENDIX A: CRITERIA

Consultant bid will include the cost to design the overall design for Millpond Park with the following design criteria included:

1. Provide a detailed landscaping plan for the area to include slope and grade of the area to the east of the amphitheater and the sledding area to the South. Plan will include potential locations of trees (existing and future); buildings; edge of water trails (if applicable), walkways, utilities, signage requirements.
2. Provide parking calculation for the number of stalls required based on projected use, number of ADA stalls required, width of regular stalls and ADA compliant stalls. Location for entry and access points for cars.
3. Indicate the survey section tie in.
4. Provide location projections for dumpsters and trash receptacles, including access points for dumping of larger containers.
5. Clarify the Bathroom and Amphitheater as “built”.
6. Indicate any Geotech reports available or needed for the area.
7. Provide a Utilities spec sheet based on designers’ recommendations. Designed will be provided with information agency has acquired from discussions with Electricians and Rocky Mountain Power.
8. Provide for design of seating area for the amphitheater area to include projected ADA seating and access, projections of use and cost of installation and maintenance for various types of seatings.

**APPENDIX B:
ETHICAL STANDARDS**

Representation Regarding Ethical Standards for Agency Officers and Employees and Former Agency Officers and Employees.

- 1. CONSULTANT represents that it has not:**
 - a. Provided an illegal gift or payoff to an Agency officer or employee or former Agency officer or employee, or his or her relative or business entity.**
 - b. Retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business.**
 - c. Knowingly breached any of the ethical standards set forth in the Agency's Administrative Policy Manual**
 - d. Knowingly influenced, and hereby promises that it will not knowingly influence, an Agency officer or employee or former Agency officer or employee to breach any of the ethical standards set forth in the Agency's Administrative Policy Manual**

Signature

Date

APPENDIX C:
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of _____, 20 ____
between STANSBURY SERVICE AGENCY, a Special District of Tooele County, Utah (the
"Agency"), and _____ [name] _____, a [state where organized and
type of entity], of _____ [address] _____ ("CONSULTANT").

RECITALS

WHEREAS the Agency and CONSULTANT desire to enter into an agreement for
CONSULTANT to provide architectural design for Millpond Park, located within Stansbury
Park, UT.

NOW, THEREFORE, in consideration of the foregoing recitals and the following mutual
promises and considerations, the parties agree to the following:

TERMS

PART I. CONSULTANT SERVICES

1.1 INDEPENDENT CONTRACTOR

A, it is hereby understood and agreed between the Agency and the Consultant that, at
all times during the terms of this Agreement the following apply.

- (i) all work and acts of the Consultant shall be performed as an
independent contractor and not as an agent or employee of
the Agency, and that this Agreement is not intended to, and
shall not be construed so as to create any partnership, joint

venture or relationship, other than that of a client and independent consultant.

- (ii) (ii) Consultant may provide services to others during the same period the same service that is being provided to the Agency under this agreement.
- (iii) The consultant shall have no claim against the Agency for employee rights or benefits whatsoever.
- (iv) Consultant is not subject to the direction and control of the Agency except as to the final result of the services and work contracted for under this Agreement.
- (v) Consultant shall be obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, and unemployment, disability and worker's compensation insurance with respect to the fees paid by the Agency for Consultant's services hereunder.
- (vi) If in the performance of this Agreement any third persons are employed by Consultant, all such persons shall be entirely and exclusively under the direction, supervision and control of the Consultant, and all terms of employment, including hours, wages, working conditions, discipline, hiring, discharge and any and all other terms of employment or requirements of law pertaining thereto shall be the sole responsibility of and be determined solely by Consultant, and the Consultant shall indemnify and hold the Agency harmless from any and all claims that may be made against the Agency based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

1.2 WORK

- A. CONSULTANT shall perform the Service specified in the contract known as Engineering and Architectural Design Support for Millpond Park of Stansbury Service Agency in Summary of Work (attached).

1.3 CONSULTANT REPRESENTATIVE

- A. CONSULTANT has designated [name, title, address and phone number] as CONSULTANT's representative who shall have authority to act on behalf of CONSULTANT. CONSULTANT shall not change CONSULTANT's representative without at least seven (7) days prior written notice to the Agency. Any replacement for CONSULTANT's representative shall be at least as qualified for the work as the person being replaced.

1.3 COMMENCEMENT OF WORK

- A. The work of CONSULTANT shall begin on the date of execution of any Agreement on a specific project and after a Notice to Proceed is issued for the project.

1.4 SCHEDULE OF WORK AND DELIVERABLES

- A. THE CONSULTANT shall perform the Basic Services and provide any required deliverables pursuant to the schedule provided by the consultant as outlined in his accepted bid (attached), as specified in each project initiated under the terms of this contract.

PART 2 TERM

2.1 TERM

- A. The initial term of this Agreement shall be from _____ to and including _____. The Agency will not give a written Notice to Proceed for any new project after _____. Requests for payments for prior authorized projects which extend in duration beyond _____, shall be received and processed after _____.

B. TERMINATION. In the event of early termination of this Agreement as provided herein, Consultant shall immediately cease rendering services as of the date of termination, and:

(i) Consultant shall deliver to the Agency all portions of any product resulting from the work performed to the date of termination, and the Agency shall have full rights of ownership and control of the same; and

(ii) the Agency shall pay to the Consultant the reasonable value of its services rendered to the date of termination not to exceed the amount documented by Consultant and approved by the Agency as the product of the work accomplished to date; provided, however, that the Agency shall not in any manner be obligated to pay Consultant for lost profits which might have been made by Consultant had it completed the services required to be provided hereunder. In this regard, Consultant agrees that it shall make available to the Agency such financial information as in the judgment of the Agency is necessary for it to determine the reasonable value of the services rendered by consultant to the date of termination.

C. DEFAULT AND BREACH. The failure by the Consultant to observe and perform any of the terms, covenants and conditions of this Agreement, where the failure to perform shall continue for a period of ten (10) days after written notice from the Agency, shall constitute a material default and be a breach of this Agreement by Consultant; however, in event the default is such that it cannot be cured within said ten day period, there shall be no event of default if the Consultant shall commence to cure the default within the ten day period and proceeds thereafter to cure the default with all possible diligence, and the default is cured within a reasonable period. In the event the default is not cured as provided herein, this Agreement shall terminate upon the delivery of written notice thereof by the Agency to the Consultant. Events of default include: (i) the failure or refusal by Consultant to prosecute the services to be performed hereunder, or any separable part thereof, with such diligence as will ensure the completion of the work Product within the time set forth in Section 2(d) hereof, or any amendment hereto extending the time for completion; (ii) the filing of bankruptcy

by the Consultant, or the making of a general assignment for the benefit of its creditors, or appointment of a receiver on account of Consultant's insolvency; and/or (iii) any other violation of the terms of this Agreement. The Agency shall have available to it all rights and remedies afforded at law or in equity in the event of a breach of this Agreement by Consultant, including, without limitation, termination of this Agreement.

2.2 AGENCY FUNDING

A. CONSULTANT acknowledges that in exchange for the services provided they will be paid the agreed upon lump sum payment at the completion of the contract

2.3 NON-EXCLUSIVITY

A. CONSULTANT acknowledges that this Agreement is not a guarantee of the assignment of any work and that the Agency, in its sole discretion may assign work to various consultants.

2.4 COMPENSATION

Basic Services. For the Basic Services the Agency shall pay CONSULTANT as specified in the final bid agreement.

2.5 AGENCY'S RESPONSIBILITY

- A. Agency's Project Manager. The Agency will designate a project manager for this project, who shall have authority to act on the Agency's behalf with respect to any specific work on the project.
- B. Agency's Performance. The Agency shall examine documents submitted by CONSULTANT, furnish required information and services, and render approvals and decisions promptly so as to avoid unreasonable delays in the progress of CONSULTANT's services.

2.6 ASSIGNMENT

- A. This Agreement shall not be assigned by either party without the prior written consent of the other.

2.7 NOTICES

- A. Regular Notices. Notices to the Agency provided for herein shall be sufficient if sent by certified mail, postage prepaid, or overnight delivery service for which a delivery receipt is required, addressed to:

Shawn Chidester
Project Manager
Stansbury Service Agency
1 Country Club, Suite 1
Stansbury Park, Utah 84074
Phone:
e-mail: projectmanager@stansburypark.org

- B. Effectiveness of Notice. Notices sent by certified mail or overnight delivery as provided in subparagraph "A" above shall be effective on the date on which such notice was sent. Electronic notices shall be effective based on the time stamp attached to each electronic delivery.
- C. Saturdays, Sundays and Legal Holidays. If the time for response to any notice expires on Saturday, Sunday or a legal holiday in the state of Utah, the time shall be extended to 4:00 p.m. local time on the next business day.

2.6 NO THIRD-PARTY BENEFICIARIES

- A. CONSULTANT assumes no duty or responsibility under this Agreement which may be construed as being for the benefit of or enforceable by any consultant, subcontractor, sub-subcontractor, or any of their surety companies or any other third party. CONSULTANT's obligations are solely to the Agency. This Agreement confers no third-party rights whatsoever.

2.7 CAPITALIZED TERMS.

A. Terms capitalized in this Agreement which are defined in this Agreement shall have the meaning specified in this Agreement. Other terms are capitalized solely for convenient reference.

2.8 GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT

A. The Agency is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63 G, Utah Code Annotated, 1953, or its successor (collectively, "GRAMA"). All materials submitted by CONSULTANT pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with CONSULTANT. Any materials for which CONSULTANT claims a privilege from disclosure based on business confidentiality shall be submitted marked as "Confidential – business confidentiality" and accompanied by a concise statement from CONSULTANT of reason supporting CONSULTANT's claim of business confidentiality. The Agency will make reasonable efforts to notify the CONSULTANT of any requests made for disclosure of documents submitted under a claim of confidentiality. CONSULTANT may, at CONSULTANT's sole expense, take any appropriate actions to prevent disclosure of such material. CONSULTANT specifically waives any claims against the Agency related to any disclosure of materials pursuant to GRAMA.

2.9 REPRESENTATION REGARDING ETHICAL STANDARDS FOR AGENCY OFFICERS AND EMPLOYEES AND FORMER AGENCY OFFICERS AND EMPLOYEES

A. **CONSULTANT represents that it has not: (1) provided an illegal gift or payoff to an Agency officer or employee or former Agency officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a**

commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Stansbury Service Agency Administrative Policy Manual ; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an Agency officer or employee or former Agency officer or employee to breach any of the ethical standards set forth in the Agency's Administrative Policy Manual.

2.10 COMPLETE AGREEMENT.

A. This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior negotiations, representations or agreements either written or oral, and cannot be altered, amended or modified except in a writing signed by both parties.

2.11 GOVERNING LAW AND VENUE.

A. This Agreement shall be governed by the laws of the State of Utah, and venue shall be in Tooele County, Utah.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the day and year first above written.

STANSBURY SERVICE AGENCY

By _____

Title: _____

By _____

Title _____

STATE OF UTAH)

: ss.

)

The foregoing professional services agreement was acknowledged before me this
_____ day of _____, 20 _____, by _____,

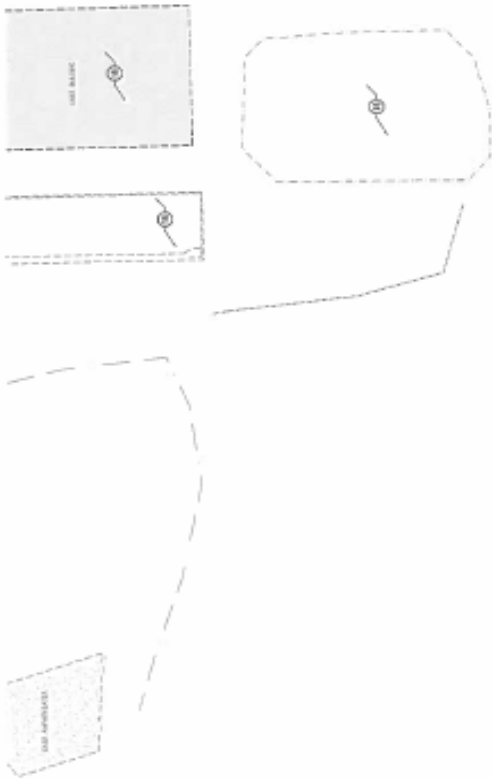
as _____, of _____, _____.
[company name] [type of entity]

My Commission Expires

APPENDIX D

SCHEMATIC DRAWING OF INITIAL CONCEPT





GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CANADIAN STANDARDS ASSOCIATION (CSA) STANDARDS.
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- NOTES TO BE OBSERVED:**
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ENSIGN
THE CLIMATE IN CONSTRUCTION

BELT LAKE CITY
1000 BELT LAKE DRIVE
SALT LAKE CITY, UT 84119
Phone: 801.203.2020

LAYTON
Phone: 801.547.4100

TORRILE
Phone: 801.443.2200

CELESTE CITY
Phone: 801.562.1100

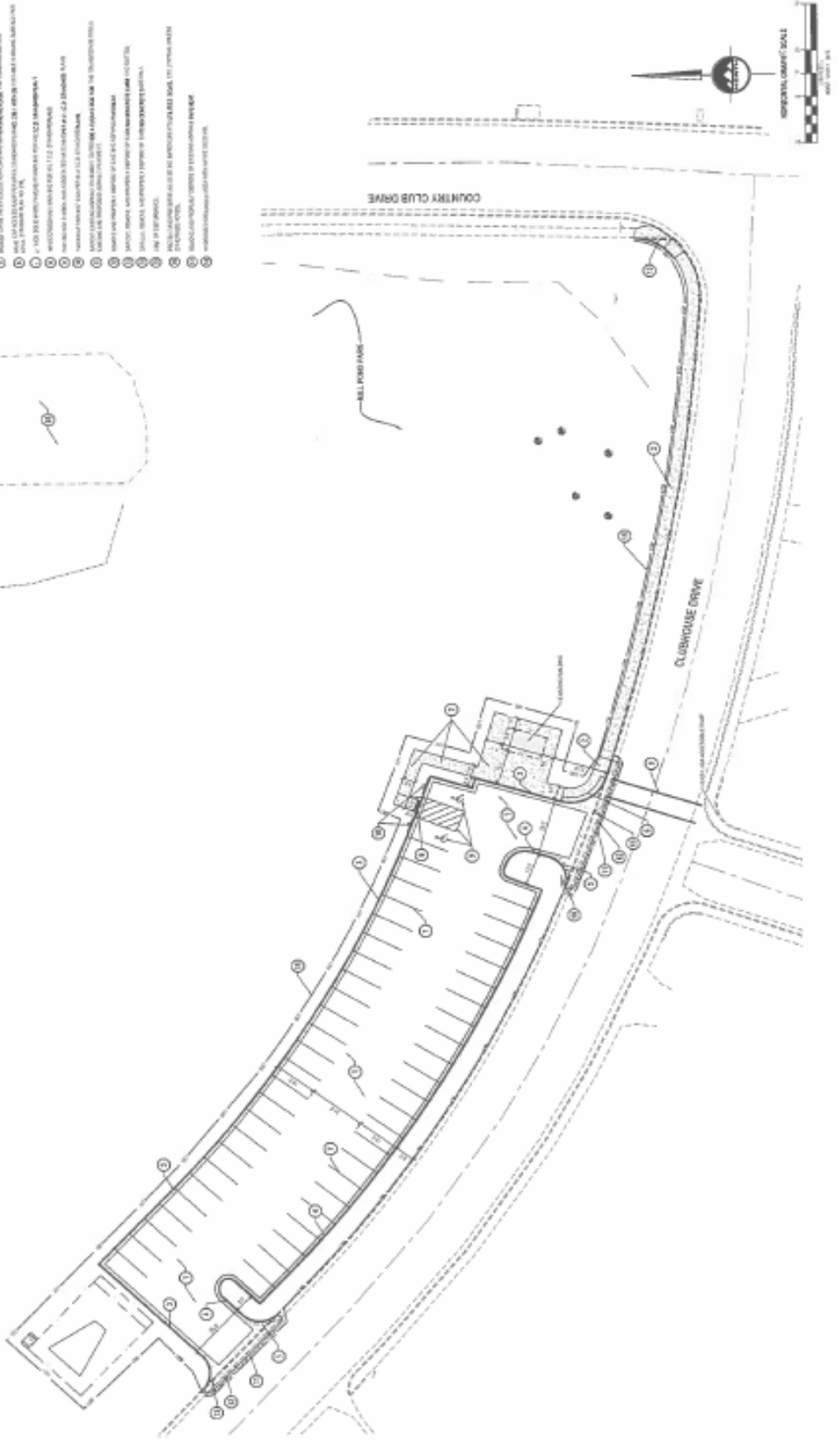
RICHFIELD
Phone: 801.562.1100

MILL POND PARK
AMPHITHEATER TRAIL
CLUBHOUSE DRIVE
STANBURY, UTAH

SITE PLAN

Scale: 1" = 100'
Elevations: 7500'
7500.00'

C-100





SALT LAKE CITY
 315 S. 1000 E., Suite 300
 Salt Lake City, UT 84143
 Phone: 801.260.0020

LAVITON
 PROJECT MANAGER
 PHONE: 801.260.0020

OSBORN CITY
 PHONE: 801.260.0020

RECHERFIELD
 PHONE: 801.260.0020

MILL POND PARK
 CLUBHOUSE DRIVE
 STANBURY, UTAH

GRADING AND DRAINAGE PLAN

C-200



DATE: 08/15/2017
 SHEET: 2107
 PROJECT: MILL POND PARK
 DRAWN BY: [Name]

- GENERAL NOTES:**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE UTAH CONSTRUCTION CODE.
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- LEGEND:**
1. EXISTING GRADE
 2. PROPOSED GRADE
 3. PROPOSED DRAINAGE
 4. PROPOSED PAVEMENT
 5. PROPOSED CURB
 6. PROPOSED SIDEWALK
 7. PROPOSED DRIVEWAY
 8. PROPOSED DRIVE
 9. PROPOSED ROAD
 10. PROPOSED HIGHWAY
 11. PROPOSED AIRWAY
 12. PROPOSED CANAL
 13. PROPOSED DITCH
 14. PROPOSED TRENCH
 15. PROPOSED PIPE
 16. PROPOSED STRUCTURE
 17. PROPOSED WALL
 18. PROPOSED FENCE
 19. PROPOSED GATE
 20. PROPOSED SIGN
 21. PROPOSED LIGHT
 22. PROPOSED UTILITY
 23. PROPOSED ELEC
 24. PROPOSED TEL
 25. PROPOSED GAS
 26. PROPOSED WATER
 27. PROPOSED SEWER
 28. PROPOSED STORM
 29. PROPOSED RAIN
 30. PROPOSED SLOPE
 31. PROPOSED CURVE
 32. PROPOSED ALIGN
 33. PROPOSED OFFSET
 34. PROPOSED CLEAR
 35. PROPOSED RIGHT
 36. PROPOSED LEFT
 37. PROPOSED CENTER
 38. PROPOSED POINT
 39. PROPOSED BEARING
 40. PROPOSED DISTANCE
 41. PROPOSED AREA
 42. PROPOSED VOLUME
 43. PROPOSED PERCENT
 44. PROPOSED RATIO
 45. PROPOSED FRACTION
 46. PROPOSED DECIMAL
 47. PROPOSED INTEGER
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- EXISTING CONDITIONS:**
1. EXISTING GRADE
 2. EXISTING DRAINAGE
 3. EXISTING PAVEMENT
 4. EXISTING CURB
 5. EXISTING SIDEWALK
 6. EXISTING DRIVEWAY
 7. EXISTING DRIVE
 8. EXISTING ROAD
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 98. EXISTING MATRIX
 99. EXISTING TENSOR
 100. EXISTING SCALAR

- PROPOSED CONDITIONS:**
1. PROPOSED GRADE
 2. PROPOSED DRAINAGE
 3. PROPOSED PAVEMENT
 4. PROPOSED CURB
 5. PROPOSED SIDEWALK
 6. PROPOSED DRIVEWAY
 7. PROPOSED DRIVE
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 9. PROPOSED HIGHWAY
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