



Riverton City Purchasing
 12830 South 1700 West * Riverton, Utah 84065
REQUEST FOR QUOTATION

Quotation No.: CC17077

**BEFORE REPLYING TO THIS QUOTATION PLEASE READ THE INSTRUCTIONS AND GENERAL PROVISIONS PROVIDED WITH THIS DOCUMENT
 REPLIES MUST BE LEGIBLE**

Department: _____

Requisition Number: 156251

Inquiries Sent To: Craig Calvert

E-Mail: ccalvert@rivertoncity.com

Phone: 801-208-3175 Date Sent: 5/11/2017

Company: _____ Fed. ID No. _____

Legal Status: Sole Proprietor Non-Profit Corp. Profit Corp. Partnership Gov.

Ordering Address: _____

_____ Contact Person: _____

Phone: _____ Fax: _____

E-Mail: _____

Remit Address: _____

_____ Price Guaranteed Until - Date: _____

Payment Terms: _____ Shipment will be made _____ A.R.O.

- The item(s) specified on this quotation are produced, mined, grown, manufactured, or performed in Utah? Yes No
 IF **No** then where produced, etc.: _____
- Quotations must include manufacturer's descriptive literature & F.O.B. origin and destination freight cost or freight allowed or they may be rejected.
- Terms of shipment for F.O.B. origin means: Shipper load, carrier count and stow, consignee unload, freight collect!**

RETURN QUOTATION TO:

Riverton City

Attn: Purchasing
 12830 S. Redwood Road
 Riverton, Utah 84065
 Phone: 801-208-3175
 Fax: 801-208-3176

Visit the Riverton City Home Page at: www.rivertoncity.com

Note: Quotations MUST be received by:

May 18, 2017

THE QUOTATION NUMBER LISTED IN THE UPPER RIGHT-HAND CORNER OF THIS DOCUMENT MUST BE REFERENCED WHEN RETURNED.

FREIGHT INFORMATION:

Shipping point and zip code: _____

National Motor Freight Classification: _____

Shipping Weight: _____

Item(s) and Specifications	Quantity	Unit	Net Unit Price	Extended Price
Landscape Repair at CR Hamilton Sport Park 3700 West 13800 South. Remove and replace existing sod in in the park. The park has two sections where the sod needs to be replaced; section one (1) middle area, approximately 7,536 square feet, and section two (2) north area, approximately 6,125 square feet. Removal of the sod is to be done so that the existing top soil remains. After the existing sod is removed contractor is to till and loosen, then level and grade the existing topsoil. The City will check and mark the sprinklers prior to the start of the project and the contractor will be responsible for repairing any damage done to them. The project will not be considered complete until the sprinkler system has been check to make sure it is working properly. Sod is to be healthy and in good condition when placed. Contract Terms and Conditions attached. Must be complete by June 30, 2017	1	Lot		-
Total Price, without freight (FOB Origin) \$ _____ -		Total Price, with freight (FOB Destination) \$ _____ -		

Receipt of addendum acknowledgement. Addendum # 1 2 3 4 5 6

The undersigned certifies that the vendor is willing and able to furnish the item(s) specified on this quotation!

Vendors Authorized Agent: type or print NAME and TITLE) _____

Signature: _____ Date: _____

Please SIGN IN INK or this quote may be rejected, Your signature indicates you have read and agreed to the Instructions & General Provisions.

Electronic submittal Implies signature

Request for Quotation

Continuation Page

Quotation No.: CC17077 Requisition No.(s): 156251

Date: May 11, 2017 Department: 0

Item(s) and Specifications	Quantity	Unit	Net Unit Price	Extended Price
<p>The existing grade is to remain the same, use the existing topsoil to maintain the grade; however additional topsoil may be needed to maintain the existing grade. For that reason provide a cubic yard price for topsoil The price must include the topsoil, delivery and the labor for placement and grading. If additional topsoil is needed, the City will determine, with the contractors input, where and how much topsoil is to be placed.</p>	1	CY		

Request for Quotation Instructions and General Provisions

"Failure to comply with the following instructions may cause rejection of this quotation"

1. Administrative Authority:

The administration of this purchasing process is conducted by the Riverton City Purchasing Agent. No contact of the City Mayor, City Council or any employee in regards to this solicitation other than those listed herein.

2. No Obligation Implied:

This Request for Quotation implies no obligation on the part of Riverton City.

3. Contract requirements:

Any contract that may arise from this Request for Quotation is subject to the following Terms and Conditions:

INDEMNIFICATION - The contractor agrees to protect, indemnify and hold Riverton City, the City Council, the Mayor, and all employees (collectively the "Indemnities") free and harmless from and against all losses, claims liens, demands and causes of action of every kind and character arising out of performance of the Work by the contractor or by its subcontractors, including the amount of judgment, penalties, interest, court costs and legal fees incurred by the Indemnities or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death or damages to property (including property of Indemnities). The Contractor further agrees to; investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claim, demand or cause of action is due solely to the fault of Riverton City and, release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. Riverton City is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability or other rights.

INDEPENDENT CONTRACT - It is understood and agreed by the parties that the contractor is to act in the capacity of an independent contractor and as such will have no authorization, express or implied to bind Riverton City to any agreements. Contractor's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

INSURANCE - The contractor agrees to acquire and maintain the appropriate insurance, in the appropriate amounts, for the service(s) provided. This may include, but not limited to workers compensation, liability and errors in omission. Proof of insurance will be provided to the City upon request.

WORKFORCE - The Contractor agrees to register and participate in the Status Verification System to verify the work eligibility status of the Contractor's new employees that are employed in the state. The Contractor further agrees to have each contractor or subcontractor who works for or under main contractor, certify by affidavit that the contractor or subcontractor has verified through the Status Verification System the employment status of each new employee of the respective contractor or subcontractor.

4. Riverton City Reservations:

The right is reserved to cancel this Request for Quotation or to accept or reject any or all quotes, and to waive any informality or technicality in any quote, in the interest of Riverton City. Riverton City reserves the right to award multiple contracts to more than one vendor for the same or similar items. Riverton City reserves the right for an option to renew or extend any contract that may arise from this Request for Quotation, not to exceed four (4) renewals or extensions. Unless specifically provided for elsewhere in this quote, multiple or alternate quotes will not be accepted. The City Mayor and City Council reserves the right to purchase such brands as it desires, irrespective of price. The right is reserved, unless supplier countermands, to increase or decrease the quantity of any item(s) as the quoted price. Riverton City reserves the right to cancel any item(s) not delivered after the purchase order issued. Riverton City reserves the right to select some or all of the items from any vendor unless an "all or nothing" statement is included in the quote. Riverton City does not guarantee to make any purchase from this quote. Estimated quantities are for quoting purposes only and are not to be interpreted as a guarantee to purchase any amount.

5. Failure to Quote:

Failure to respond may result in the removal of your firm from the vendor's list for the commodity(s) listed. Unless you advise the Purchasing Agent prior to the quote due date that you desire to receive future invitations to quote on this commodity. Three consecutive no responses will result in removal

6. Quote Preparation:

- A. Fill out this quote form completely filling in all blanks, either in ink or typewritten. All information provided must be legible.
- B. Errors may be crossed out and corrections made in ink or typewritten (no type covers) adjacent and must be initialed in ink by the person signing the quote.
- C. Any manufacturer's name, trade names, brand names or catalog number(s) used in this specification are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive, and quotes are invited on these and comparable brands or products by any manufacturer. All items will be evaluated on an "**acceptable substitute**" basis unless stated otherwise, Riverton City determining acceptability.
- D. Price each item separately and extend, unless each item makes up a complete system or a lot price requested. Unit price will govern if there is an error in the extension.
- E. Furnish descriptive literature for each item quoted. If a substitute is offered make a full written explanation on the quote as to its brand name, model number etc.
- F. Submit your quote on the documents furnished herein.
- G. Do not quote on items you cannot supply promptly.
- H. Provide information on local availability of parts and service for all items quoted and service literature to allow for in-house maintenance and repairs

7. Quote Submittal:

- A. The quote must be signed in ink and delivered to Purchasing by the "**Due Date & Time.**" Quotes may be delivered via mail, fax or electronic means. **Electronic submittal implies signature.**
- B. Quotes, modifications, or corrections received after the closing time on the "**Due Date**" will be considered late.
- C. All purchases are subject to Riverton City purchasing ordinance.

8. Warranties:

Contractor warrants that all equipment, and/or materials, and/or labor that is furnished or performed will be free from defects for a minimum period of twelve (12) months from date of acceptance. Upon notice from the City of any defect during the applicable warranty period, the affected item, parts or work shall be redone, redesigned, repaired or replaced by contractor (at contractor's expense) at a time acceptable to the City.

9. Conformance Warranty:

Vendor warrants the item(s) quoted will conform to the description as quoted, and applicable specifications, and shall be of good and merchantable quality for the known purpose for which it is sold.

10. Quote Evaluation:

Any item quoted is subject to evaluation. Any item which fails to qualify for approval when evaluated shall not be accepted regardless of compliance to quote requirements.

Quotes will not be accepted from vendors who require assignment of payment to another agent. Note: Riverton City will only pay the vendor named on the order. Riverton City will not deal with a factor or make payment to such.

11. Antidiscrimination Act:

The vendor agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. This purchase may be canceled if the vendor fails to comply with the provisions of these laws and regulations. **Vendor must include this provision in every subcontract or purchase order relating to purchases by Riverton City to insure that subcontractors and vendors are bound by this provision.**

TERMS & CONDITIONS

General

Bidders must meet or exceed all specifications and requirements as set forth in this document. Contractor must furnish all equipment, materials, labor, tools, transportation, supplies and incidentals necessary to complete the entire project which includes hauling off and properly disposing of all debris.

Amendments

Any changes in quantity, specifications, schedules, opening date, corrections, clarifications, etc. will be in the form of an addendum. Addendums will be in writing, will be distributed to all bidders by the purchasing department and will become part of this bid. Any attempts to alter this bid verbally should be ignored.

Conflict with submittals/inconsistencies in conditions

In the event of conflict with submittals from bidders or inconsistencies in bidding documents, this bid document will take precedence.

Consideration, award and rejection of bids

All bidders must be able to demonstrate that they are responsible, competent contractors with the resources to complete a project of this magnitude and must be prepared to provide documented proof of such upon request including **references and financial statements**. The contractor's past performance history, organization, equipment and demonstrated ability to perform and complete their contracts in the manner and within the time limit specified will be elements along with the dollar amount of the bid which will be considered by the City in the letting of the contract, if any award is made. The City reserves the right to reject any and all bids by reason of this paragraph.

Construction dates/deadlines

Contractor is required to get all permits, and complete by June 20, 2017.

Contact

Questions of a technical nature regarding this project or the specifications should be directed to Craig Calvert at 801-208-3175.

Contract clauses

Any contract arising from this solicitation will include the following:

- A. The unilateral right of the City to order written changes in the work and/or time of performance (change order);
- B. Liquidated damages as appropriate;
- C. Specific excusable delays are as follows: if the contractor is delayed by the City by change orders.
- D. The City may terminate the contract for any reason at any time if the contractor

fails to perform (default) or if it is in the best interest of the City (convenience).

Inspections

Contractor must be prepared, willing and accommodating to on-site inspection of all work, at any time, by a City representative, during job progress.

Liability

Any damages occurring from the execution of the contract, incidental or otherwise, to City or private properties must be repaired, at the contractor's expense, to the owner's satisfaction.

Indemnification

The contractor agrees to protect, indemnify and hold Riverton City, the City Council, the Mayor, and all employees (collectively the "Indemnities") free and harmless from and against all losses, claims, liens, demands and causes of action of every kind and character arising out of performance of the Work by the contractor or by its subcontractors, including the amount of judgment, penalties, interest, court costs and legal fees incurred by the Indemnities or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death or damages to property (including property of Indemnities).

The Contractor further agrees to; investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claim, demand or cause of action is due solely to the fault of Riverton City and, release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

Riverton City is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability or other rights.

Insurance

An ACORD CERTIFICATE must be submitted. The following information must be on the ACORD.

Description of Operations:

Certificate Holder:

Riverton City, its elected officials, appointed officials, officers, employees and volunteers. Coverage is for all operation performed by or on behalf of the named insured.

REQUIREMENTS:

Workers Compensation insurance, sufficient to cover all employees in the employ during the term of the contract including any renewal thereof must be maintained. Coverage amount should be in the amount required by Utah Workmen's Compensation Laws.

Liability insurance (general and auto) in the amount of \$1,000,000.00 per occurrence with an aggregate of \$2,000,000.00 must be maintained during the term of the contract including and renewals.

Insurance needs to include Project Name with the location and description of the project,

and the Project Number and Bid Number (if known). Insurance must name as the certificate holder; Riverton City, its elected officials, appointed officials, officers, employees and volunteers. Coverage is for all operation performed by or on behalf of the named insured.

Insurance provided is required to be primary and non-contributory.

Proof of coverage must be provided before work can begin, and the Contractor agrees to provide proof of insurance upon demand by the City throughout the terms of the contract. The insurance must have a 30 day written cancelation notice. If any of the required insurance coverage is cancelled or lapse, the City may at the City's discretion, obtain substitute coverage at reasonable rates. The City may deduct the cost of such coverage, plus 10% for administrative charges, from any monies that are owing to contractor.

Riverton City will assume no liabilities for the contractor including any of the contractor's representatives, employees or properties. The contractor agrees to, at all times, protect, indemnify, defend and hold harmless the City and city employees from any and all claims. Contractor shall, at all times, keep the work area in a neat, clean, safe and secure condition to avoid the risk of loss, theft, vandalism or sabotage.

Any damages occurring during the completion of this project, incidental or otherwise, to city or private properties must be repaired, at the contractor's expense, to the owner's satisfaction.

Independent Contract

It is understood and agreed by the parties that the contractor is to act in the capacity of an independent contractor and as such will have no authorization, express or implied to bind Riverton City to any agreements. Contractor's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

Workforce

The Contractor agrees to register and participate in the status verification system to verify the work eligibility status of the Contractor's new employees that are employed in the state. The Contractor further agrees to have each contractor or subcontractor who works for or under main contractor, certify by affidavit that the contractor or subcontractor has verified through the status verification system the employment status of each new employee of the respective contractor or subcontractor.

Laws/codes

Contractor must abide by all federal, state and local laws including, but not limited to, employment laws such as the *Americans with Disabilities Act* and meet or exceed all applicable building codes and Utah state energy code requirements.

OSHA Requirements

Contractor agrees to comply with all OSHA requirements that may be associated with this project. For any OSAH violation that occurs with this project the Contractor agrees to pay any fine assessed to the City and the City will not accept any bids from the contractor on any project for the next year.

Permits

The Contractor is responsible to obtain the following Riverton City Permits. Permits can be viewed at the following web sites:

1. Encroachment Permit (bonding is a requirement of this permit)
http://www.rivertoncity.com/departments/public_works/engineering/index.php
2. Land Disturbance Permit
http://www.rivertoncity.com/departments/public_works/engineering/index.php
3. Building Permit
http://www.rivertoncity.com/departments/building_department/index.php

Licensing

Bidders must meet all current licensing requirements of the City, County and State of Utah to do the type of work required under this bid including the proper license classifications with a sufficient monetary limit as established and issued by the division of occupational and professional licensing, state department of commerce. Licensing must be current and valid at the date of bid opening. **Please provide license number with response.**

Liquidated damages

Time is the essence of the Contract Documents. Contractor agrees that the City will suffer damage or financial loss if the project is not completed on the agreed completion time or within any time extensions that are allowed by written pre approval. The Contractor and the City agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss or late completion, the Contractor agrees to pay the following sums to the City as liquidated damages and not as a penalty.

1. Late Time Completion:
Five hundred dollars and no cents (\$500.00) for each day or part thereof that expires after the completion time until the work is accepted as substantially complete.
2. Late Punch List Time:
Punch list items must be completed within 30 calendar days after the list is delivered. 50% of the amount specified for Late Time Completion for each day or part thereof if the work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery, or received by the Contractor by certified mail.
3. Interruption of Public Services:
No interruption of public services shall be caused by the Contractor, its agents or employees, without the engineer's prior written approval. The City and Contractor agree that in the event the City suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon the Cities right to recover the full amount of such damages. One thousand dollars and no cents (\$1,000.00) for each day or part thereof of any utility interruption caused by the Contractor without prior written authorization.

4. Survey Monuments:

No land survey monument shall be disturbed or moved until the City Engineer has been properly notified and the City Engineer's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that Contractor will pay as liquidated damages the sum of one thousand dollars and no cents (\$1000.00) to cover such damage and expense.

Time completion may be applied to individual work sequences throughout the project. If it is determined that there will be a number of completion sequences within the project, the above damages will apply to each sequence. The City shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the Contractor. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall return such excess to the City.

Notice to proceed

Notice to proceed will be in the form of a purchase order from the city purchasing department. Do not proceed without a purchase order.

Payment

Payment for this project will be upon completion and acceptance only.

Riverton City reserves the right to make payments with a credit card. If the prices change because of a credit card payment bidder must provide two prices, a price for payment by credit card and a price for payment by check.

Subcontractors

Riverton City reserves the right to approve or reject any subcontractor. The City will not provide drawings, bidder's lists, etc. to subcontractors or suppliers.

Terms and conditions

In the event of breach, the prevailing party will be entitled to attorneys fees, regardless of whether the issue is brought to court.

Riverton City requests assignment of rights to recover damages from any antitrust violations.

Warranty

Contractor warrants all equipment, materials, and labor furnished or performed will be free from defects for a period of twelve (12) months from date of acceptance. Upon notice from the City of any defect during the applicable warranty period, the affected item, parts or work shall be redone, redesigned, repaired or replaced by contractor (at contractor's expense). Warranty repairs must be completed within 10 calendar days after notice or a negotiated time that is acceptable to the City. All liquidated damages specified for original work will apply on warranty repairs.