



REQUEST FOR PROPOSALS

CITY OF NORTH SALT LAKE

EAGLEWOOD CLUBHOUSE

RFP #2

DATE OF ISSUE – January 5, 2021

CONTACTS

**Tyler Abegglen – General Manager – 801-299-0088 – tylera@nslcity.org
Ken Leetham – City Manager – 801-335-8725 – kenl@nslcity.org**

**BID OPENING – 1/5/2021 12:00 PM MST
BID CLOSING – 1/25/2021 12:00 PM MST**

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PART 1

1. Description and Purpose

The City of North Salt Lake is soliciting qualified construction companies to remodel and update the Eaglewood Golf Course Clubhouse, Event Center and Simulator space. (1110 E. Eaglewood Dr., North Salt Lake, UT 84054). In reference to the detailed plans provided by Hive Design Group, this project contains interior and exterior construction. Up to \$2.75 million dollars has been designated for this project.

The clubhouse was constructed in 1994 and an Event /Reception Center was added a few years later. Many of the current materials are outdated, including the building façade. The City has a desire to upgrade and update the building as shown in Exhibit A (the Plans), including the following general renovations: a lighter and more contemporary feel to the interior and exterior of the clubhouse, the expansion of the deck on the south side of the building, a new outdoor covered area (on the new deck) to accommodate large groups for gathering and eating space, renovation of the current kitchen and serving area and the alteration of the basement office space to include an area for golf simulators.

The award of proposal for any additional features beyond the minimum requirements is in the City's sole discretion and will be clearly identified in the resulting contract. Those features, recommended by the awarded contractor, will need to fall in line with the initial overall scope and design of Hive Design Group.

2. Proposal Schedule

The City of North Salt Lake reserves the right to modify the following proposal schedule at its discretion:

<u>Activity</u>	<u>Date</u>
RFP Release	January 5, 2022
Pre-Proposal Meeting	January 10, 2022
RFP Question Deadline	January 18, 2022
RFP Proposal Deadline	January 25, 2022
RFP Interviews (if needed)	January 26, 2022
RFP Award Announcement	January 28, 2022

3. Project Schedule

Eaglewood Golf Course will remain under operation during certain times of the winter and will begin normal play once the winter snow is clear for public play. It is vital that construction does not interrupt normal business operations.

The proposed construction schedule will help reduce any revenue loss to the golf course, food services and reception center. The need for the Simulator, Kitchen, Pro-Shop and Event Center are vital to the successful business operation and will require all interior work to be done in a timely fashion. The “completion” requirement of these spaces will be that all interior work and finishes be completed according to the schedule below. For example: all lighting, windows, doors and simulator products be installed, working and ready for operation. Pro-shop cabinetry, electrical, flooring, doors and windows all be installed. The “completion” requirement will not require the exterior work to be completed provided reasonable access to the building and parking areas is maintained.

An extension may be made prior to starting construction and only by the approval of the City of North Salt Lake. That extension is solely contingent on the selected Contractor’s available start date of the awardee.

<u>Activity</u>	<u>Date</u>
Term Sheet/Contract Agreement	February 1, 2022
Pre-Construction Meeting – Plan Review	February 3, 2022
Construction Begins	February 8, 2022
Golf Simulator Demo and Prep	February 28, 2022
Pro-Shop Demo and Prep	February 8, 2022
Kitchen/Prep Area Demo and Prep	February 8, 2022
Event Center Demo and Prep	February 8, 2022
Exterior Windows and Door Demo and Prep	February 20, 2022
Interior Install of all new Windows and Doors	February 28, 2022
Pro Shop Completion	February 28, 2022
Exterior Demo and Prep	March 15, 2022
Kitchen/Prep Area Completion	March 31, 2022
Golf Simulator Completion	May 1, 2022
Event Center Completion	April 28, 2022
Covered Deck Framing Completion	June 20, 2022
Deck Completion	July 1, 2022
Roof Material Completion	July 15, 2022
Exterior Completion	August 15, 2022
Landscaping Completion	September 30, 2022

4. Pre-Proposal Meeting

Proposers are highly encouraged to participate in a pre-proposal zoom meeting to discuss the project and ask questions about the RFP. It will be held on January 10, 2022 at 1:00 pm. Please contact tylera@nslcity.org or tracij@nslcity.org for that zoom link.

Proposers are encouraged to submit their questions in writing prior to that meeting. The meeting is informational only and is not binding. If the RFP needs to be altered for concern or availability the City will issue a written amendment to the RFP.

5. Question Submissions

Any questions not asked in the Pre-Proposal meeting may be submitted to tylera@nslcity.org up until the deadline for questions, which is January 18, 2022 at 11:59 pm. These Requests for Information requests may be shared with other contractors, in that they are pertinent to the accuracy of the RFP. Any questions after that time will not be considered in fairness to other proposers.

PART 2: Scope of Work and Requirements

1. Background

- a. The City of North Salt Lake is requesting this proposal to increase the longevity of the current building, bring up to code, ADA requirements, and apply sustainable materials. With the mixed use space, it is important to have the theme and design flow from one space to the other.
- b. This proposal will include general material selections as called out in the attached specification sheet. Some adjustment may be made as construction material are unavailable, or use of area changes. It is vital that during golf operating months that construction allow for entrance and use into areas, as well as with existing tenants there be minimal disruption. (i.e. entrance to Pro-shop, Grill, Carts)

2. Minimum Requirements

- a. The City of North Salt Lake will continue operating the Pro-Shop and Golf Course operations when advantageous. That operation is weather dependent and could potential be closed for weeks to months during the winter.

- b. The selected contractor will be required to follow all design plans and called out items on specification sheet unless altered by pre-construction meeting, addendum or change order.
- c. Changes to the pro shop and office counters will require adjustments to electrical systems. (See electrical outlet diagram) In the proposal, Respondents should include necessary changes in order to accommodate changes and extensions of those systems.
- d. The Grill operation is dependent on weddings, tournaments and regular play. The need for them to be open during golfing months is important not only to the overall operation, but to the customer experience as well.
- e. It is encouraged as part of the proposal schedule that items that will involve existing commercial tenants be done on slower-non operating days, and in coordination with those tenants. All new and existing structures must be built to City, Davis County, State of Utah design and adopted IBC construction standards.
- f. Parking for customers and events must be available at all times during the golf operating season. The lower parking lot will be made available for equipment and trades for parking. Parking in the upper parking lot by trades, unless to pick up or drop off materials, will be prohibited when the golf course and its associated business units (food services and reception center) are open.
- g. The Contractor will be responsible for any damages/replacement to the property or landscaping that is outside of the scope of work or away from the building. This includes any of their contractors or sub-contractors.
- h. The Contractor will be responsible for any damages done to the lower parking lot that is not normal wear and tear. Please include an allowance of \$10,000 for upper or lower parking lot resurfacing. (see below in material selection)
- i. The Contractor may make recommendations to the City on design and construction amendments it feels would improve the project. (See change order section above)

- j. The Contractor will be responsible for all loss of revenue by the City during the construction stage of the remodel if the golf course or its associated business units are required to shut down due to construction activities.
- k. In seeking bids and awarding a contract for a building improvement, the City of North Salt Lake may implement provisions of the procurement code, as the legislative body considers appropriate under the circumstances, for specification preparation, source selection, or contract formation. The election to adopt the procedures of the procurement code will not excuse the City from complying with the requirements to award the contract for work in excess of the bid limit and to publish notice of intent to the award.

The City reserves the right to reject any and all bids.

3. Format Requirements

- a. Including the overall cost of the project, please include as much detail on each line item as possible.
- b. Each construction division and category should include each item on a separate line with its associated cost and quantity. Please verify that each segment of the proposal is in the correct division. The intent of having a line item breakdown is to more easily compare incoming bids and proposals.
- c. Please include these pre-bid quote attachments in the specialties division to help segment that cost from other sub-contractor and contractor costs.
 - i. Jelly Fish Lighting
 - ii. Richins Cabinetry
 - iii. Show and Tell Audio
 - iv. ETS Camera & Door Control System
 - v. Bar Tile Roofing
- d. Please list and include the estimated profit on a line item as part of the overall cost. This should be separate from other administrative costs.
- e. Please include a **\$30,000 allocation for Landscaping** at the completion of the project. No landscaping plans have been

finalized at this time. At the completion of construction areas of need will require new landscaping.

- f. Please include a **\$10,000 allocation for repair, resurfacing and striping** of parts of either the east or west parking lot due to construction.
- g. Please include an additional **\$100,000 in contingency** for any unforeseen corrections or modifications that may be needed during the construction process. If there is a desire to include a larger contingency or allowance for a particular item, please designate so on that line item and include commentary/reasoning in your RFP.
- h. Lastly, include an estimated schedule and timeline of the overall project with your start availability.

4. Material Selections

- a. The specification sheet and design pages will give general clarification on materials and locations. Adjustments to those locations and materials may be selected in initial construction meetings.
- b. As part of the proposal process, the City of North Salt Lake requests the following items be included for the roof material. (Color and style to match Bar tile roof and it's included cost (See attachment I) The material color selected for the exterior windows, doors, soffit, fascia, powder coated guard/safety rails are to be in the bronze family. Any delay in those colors for a type of material can be discussed after the award of the RFP.
- c. The Kitchen and Prep Areas have been called out for Tile on the floor. See the flooring design attachment for clarification on where flooring types will be included.
- d. Banquet Prep Area Kitchen will require Stainless Steel Tables, Countertops and matching shelving when not called for wood/laminate cabinets. See attachment for material list and sizing. Tables, countertops, fridge, warmers and Ice machine will be supplied by owner and contractor installed. Reference for plumbing and electrical locations.
- e. There is a need for additional electrical outlets and power, mainly in the renovated kitchen area as well as areas and

changes for Audio/Video equipment. Please see plans for those locations.

- f. The lighting changes will include updating existing can lights, exterior sconces as well as adding new can lights, fans, globe lights, parking and exterior lighting. Please see the lighting section of the plans.
- g. Kitchen Pendant light selection to be a mixture of small and large black globe lights. See links below for reference.
 - i. <https://tinyurl.com/mr3fre3w> 8.5" Globe
 - ii. <https://tinyurl.com/2jppbx6f> 12.5" Globe
- h. The arrangement changes in the bride's room, groom's room, kitchen and prep areas will require changes to plumbing and drainage. Please refer to the plan set for those changes.
- i. The mechanical changes to the building will include a new vent hood motor, replacement of registers and returns where needed, HVAC redirection and returns in the simulator space etc. Please see plans.
- j. With the additional cart storage under the pro shop expanding, connection and expansion of the floor drainage system is requested. That will consist of two new drains and expansion of the current drain. This may require clearing out of existing lines. See plans for those changes.
- k. The powered roller shade callout is for the Event/Banquet Center windows only. See plans for those details.
- l. There will be a callout for subway tile backsplash above wood work cabinets. Wall finish drywall and backsplash trim edge on locations for Stainless tabletops that will include their own 4" backsplash.
- m. Request for all new exterior doors and current interior space doors to be rekeyed to one commercial system and lock style. There are required spaces that should accommodate a master key to unlock as well as partitioned space keys. See below for list and Attachment I for spaces. Coordination with ETS on the key fob access installation may be required.
 - i. Master Key to all Spaces
 - ii. Grill – Event Center Space

- iii. Upstairs Office Space
- iv. Lower Downstairs Office Space
- v. North East Office Space

n. The City will be responsible for permits and inspections.

5. Schedule Bonus Clarification

a. Along with general bid award and approved payment, the City is willing to include benchmark bonuses during the construction process for timely completion of the following activities.

i. Bonus Activity

1. Simulator Completion
2. Pro-Shop Completion
3. Event Center Completion
4. Kitchen/Prep Area Completion
5. Overall Completion

b. As noted, these deadlines will be negotiated at the pre-construction meeting. The timeline may be adjusted during the construction phase due to unforeseen circumstances, but the dates selected are in line with golf operations.

6. Proposal Format and Submission Requirements

The attachments to this RFP may be viewed at the following website address.

<https://bit.ly/EWclubhouse>

This location will also be used as the location for qualified contractors to submit their bids (responses) to this RFP.

The uploaded documents must be in pdf format. Responses to this RFP should include a summary letter indicating the proposer's willingness and authority to enter into an agreement with the City to perform the work described in this RFP. Responses must include a narrative to be deemed responsive, with a table of contents with references to page numbers.

All documents submitted in response to this RFP will be treated as public records in accordance with GRAMA, unless a claim of business confidentiality is submitted.

Failure to provide a redacted copy, or otherwise comply with the requirements, waives your request for protected record. If requesting alterations to any part of this RFP, include a PDF containing a description of alterations and the reasons for the proposed changes.

PART 3: RFP Approval and Response to Proposers

1. Evaluation

The proposals will be scored by the City's Golf Committee, certain golf course employees and representatives of the City's administration, which will constitute the Selection Committee. Each member of the Committee will be provided a score sheet to complete the proposal evaluation utilizing the point system listed below.

Excellent (5): If the proposal exceeds expectations, with an excellent probability of success in achieving all requirements of the RFP and is very detailed in providing innovative ideas, concepts, or optional features applicable to the remodel, a score of "5" is given.

Good (4): If the proposal offers a very good probability of success, achieves all requirements of the RFP in a reasonable fashion, and provides some innovative ideas, new concepts, or optional features applicable to the project, a score of "4" is given.

Acceptable (3): If the proposal offers a reasonable probability of success, but some of the requirements may not be met and does not include the innovative ideas, new concepts, or optional features applicable to the project, a score of "3" is given.

Poor (1-2): If the proposal falls short of expectations and has a low probability of success, a score of "1-2" is given.

Unacceptable: If the approach completely fails the requirements, a score of "0" will be given.

Proposers shall submit all of the following elements to be considered complete. Incomplete responses may be disqualified at the City's discretion. The City reserves the right to request additional or clarifying information from Proposers and to negotiate with one or more proposers at a time without negotiating with all Proposers. Contractors who fail to submit this information requested may be disqualified. Proposals will be evaluated, scored, and ranked on the following criteria:

60% - Offer - Remodel Financials

Remodel: Provide a description of the remodel and all partners participating in the team. Please include a description of the respondents' relevant experience, especially in

the construction or renovation of similar facilities. The City intends to contract with a single entity for the Project.

Offer: The proposal must describe in **detail** the remodel elements and cost. The City anticipates that the price will reflect at least the minimum requirements established for the Project.

Contingencies to Offer: Proposers must identify any issues that will require satisfaction prior to fully executing the contract documents.

Remodel Costs: A detailed breakdown of the total estimated costs of the project (e.g., detailed construction costs, construction interest, insurance and all other relevant expenses or fees).

40% - Proposed Remodel Documents

Narrative: Provide a narrative description of the proposed remodel sufficient to evaluate its compatibility with the overall design. Proposals must specifically note any contemplated demolition that may be part of the remodel.

Development Schedule: Include a remodel timeline of critical milestones, including any phasing of the project. Please provide a schedule listing important tasks and dates, beginning with execution of the Agreement and ending with full completion of all tasks in the Project.

Subcontractors: Identify any major subcontractors and the portion of work they'll be performing for the proposed development.

2. Award Notices

Interview, Demonstration, and Site Visit: The Selection Committee may invite Proposers for an interview, demonstration, or to conduct a site visit. The purpose is clarification and verification of the written proposal. The Golf Committee may re-score the proposal after the interview, demonstration, or site visit.

Recommended Award: After the Selection Committee has completed their evaluation process, the Committee will then present a recommendation for award to the City Council for authorization to award the top-ranked Proposer.

Debrief Meetings: Debrief meetings with the Selection Committee members will not be allowed; however, a Proposer may discuss the RFP process with the Tyler Abegglen, General Manager, at any time.

Post Selection Process Term Sheet: Awarded Contractor shall document key proposal terms into a Term Sheet submitted to the City for acceptance. Should the parties not reach agreement on the Term Sheet, the City reserves the right to enter into discussions

with the second ranked Proposer. Upon completion of the Term Sheet, the Term Sheet will be submitted to the City for approval.

Contracting: Following acceptance of the Term Sheet, the terms will be documented in contract documents.

3. Written Agreement

Prior to the commencement of the Project, the Contractor will enter into a written agreement (the Agreement) with the City. The Agreement, at a minimum, will contain all requirements in the RFP scope of work. If alterations to the RFP or any of the exhibits, attachments, or addenda are proposed, the alterations must be specifically identified in submittals with reasonable alternatives and costs presented. Proposers are advised that the City is not bound by the terms of the RFP until a written agreement is fully executed, and any activity taken on by the Proposer prior to full execution of a written agreement is done at the Proposer's sole risk.

Contract Development: The City reserves the right to negotiate further with Proposers. The content of the RFP and the successful Proposer's proposal will become an integral part of the Agreement, but may also be modified by the provisions of the Agreement. By submission of proposals pursuant to the RFP, Proposers acknowledge that they are amenable to the inclusion in the Agreement of any information provided either in response to this RFP or subsequently during the selection process. A proposal in response to an RFP is an offer to contract with the City based upon terms, conditions, scope of work and specifications contained in the RFP and Proposer's response.

All Proposers, by submitting proposals, agree that they have read and are familiar with all the terms and conditions of the different documents included in the RFP and will abide by the terms and conditions thereof.

The City has the right to use, as appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP, the proposal and the Agreement.

The City shall have the right to use all system ideas, or adaptations of those ideas contained in any proposal received in response to this RFP. Selection or rejection of the proposal shall not affect this right.

4. Notice to Proposers

By submitting a proposal to this RFP, Proposer understands and agrees to the following:

Government Records Access and Management Act (GRAMA): The City is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, the City is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to the City is considered a "public record" under GRAMA. Any person or entity who provides to the City a record that the person or entity believes

merits protection under subsection 63G-2-305(1) must submit with their proposal both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. All documents submitted in response to this RFP will be treated as public records in accordance with GRAMA, unless a claim of business confidentiality has been properly made and approved by the City. All proposed costs/pricing/fees submitted to the City are public records. An entire proposal cannot be identified as "PROTECTED," "CONFIDENTIAL," or "PROPRIETARY" and may be considered non-responsive if marked as such.

Copyrighted Material Waiver: In the event that the proposal contains copyrighted or trademarked materials, by submitting its proposal the Proposer grants the City the right to use, reproduce, and publish the copyrighted or trademark materials in any manner the City deems necessary for conducting City business and for allowing public access to the responses under GRAMA or otherwise, including City Intranet/Internet postings, broadcast faxing, and direct mailing. If the proposal contains materials whose copyright or trademark is held by a third party, it is the Proposer's sole responsibility to obtain permission from that third party for the City to reproduce and publish the information. By submitting its proposal, the Proposer certifies that it owns or it has obtained all necessary approvals for the reproduction or distribution of the contents of the proposal and agrees to indemnify, protect, save and hold the City, its representatives and employees harmless from any and all claims arising from all intellectual property claims related or connected to the proposal and agrees to pay all legal fees incurred by the City in the defense of any such action.

Restrictions On Communications: From the issue date of this solicitation until a Proposer is selected and the selection is announced, Proposers are prohibited from communications regarding this procurement with City staff, evaluation committee members, or other associated individuals except those designated overseeing this procurement. Failure to comply with this requirement may result in disqualification.

RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of the City. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposers are not entitled to recover any costs related to the preparation of a proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.

Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.

Costs: Proposer will carry all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, and attending the interview.

Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between City and the selected Proposer. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise must be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: www.commerce.utah.gov.

Changes or Modifications: Any changes or modification to the RFP will be made by written addendum. Proposers submitting a proposal based on any information other than that contained in City's RFP and any addenda, do so at their own risk.

Receiving Proposals: The City will administer receipt and opening of all proposals. Proposals will be held, unopened, by the City in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, all submittals will be made public. If only one proposal is received in response to this RFP, the City may enter into a contract with the single Proposer. Alternatively, the City may resolicit for the purpose of obtaining additional proposals.

Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP will be considered non-responsive and may be rejected in whole or in part.

Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition will render the proposal void, and such conduct is unlawful and subject to criminal sanction. By submitting a proposal, the Proposer hereby certifies that no one in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by City Purchasing Ordinances or applicable law.

Ethical Standards: Proposer represents that it has not: (a) provided an illegal gift to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee, or relative or business entity of a former City officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or North Salt Lake City Code of Ordinances; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any City officer or employee or former City officer or employee to breach any of the ethical standards set forth in State statute or North Salt Lake City ordinances.

Reasonable Accommodations: Reasonable accommodations for qualified individuals to attend meetings may be provided upon receipt of a request with two (2) working days' notice.