#### UTAH COUNTY PUBLIC WORKS DEPARTMENT 2855 South State Street Provo, Utah 84606 (801) 851-8600

## **INVITATION TO BID**

For

# Utah County Records Storage Building ITB # 2024-20

CLOSING DATE FOR RECEIPT OF BIDS:	Thursday, December 19, 2024
TIME:	2:30 p.m. (Mountain Time) Bids will be opened at 2:45 p.m.
PLACE:	Office of the Utah County Purchasing Manager 100 East Center Street Room 3600 Provo, Utah 84606

NOTE: The Contractor is responsible for reading the contents of this bid, including but not limited to, the Scope of Work, General Requirements, Specifications, the Drawings and Agreement. The Contractor is also responsible to visit the work sites before presenting a bid.



# TABLE OF CONTENTS

# INVITATION TO BID

Intent	4
Procedure	4
Rules of Procurement	4
Bid Organization	4
Proprietary Information	5
Questions and Clarifications	
Acceptance of Bid	6
Disgualification of Bid	
Disposition of Bids	6
Interpretation of ITB	7
Required Experience	7
Evaluation Criteria	
General	7
Bonds	8
GENERAL REQUIREMENTS	
Alterations of Plans or Character of Work	9
Brand Name	9
Change Order	9
Completion Date	10
Liquidated Damages	
Cooperation	
Data Privacy	11
Delivery/Shipping	
Extra Work	
Inspection	12
Insurance	
Keys	13
Legal	
License	
Payment	
Safety Requirements	
Sales Tax	
Supervision of Work	
Surveying	
Utilities	
Statement of Applicable Standards and Specifications	16
11 1	
CONTRACTOR'S BID SCHEDULE	nt A
UTAH COUNTY RECORDS STORAGE BID SET (11/19/2024) Attachmet	nt B

Drawing Set	
Structural Calculations	
Comcheck Reports	
Drainage Report	
Space Saver Drawings	
Specifications	

CONTRACTOR INFORMATION FORM	Exhibit A
CERTIFICATE OF NON-COLLUSION	Exhibit B
SAMPLE AGREEMENT WITH STANDARD TERMS & CONDITIONS	Exhibit C

# 1. INVITATION TO BID

# 1.1 INTENT

Through this Invitation to Bid (ITB), Utah County intends to select a contractor to provide for the construction and completion in every detail of "Records Storage Building" within Utah County as per the specifications and drawings included in or referenced in this ITB.

The Contractor shall furnish all labor, equipment, tools, transportation and supplies required to complete the work in accordance with the Specifications, the Drawings, General Requirements, and terms of this Agreement.

Pursuant to this ITB an agreement will be executed, a sample copy of which is attached as Exhibit C. The County will not entertain changes to its Standard Terms and Conditions.

# **1.2 PROCEDURE**

The procedure for response to this ITB, evaluation of bids, and selection of a Contractor is as follows:

- 1. Interested entities will prepare and submit their bids prior to the specified Closing Date for Receipt of Bids.
- 2. Utah County and/or its representatives will evaluate all submitted bids to determine acceptance or rejection of the bids.
- 3. The selected bidder(s) will be required to sign an agreement, a sample of which is included as Exhibit C.

## **1.3 RULES OF PROCUREMENT**

- A. This procurement shall conform to and is governed by The Utah County Division of Purchasing, Procurement Rules and Regulations.
- B. For this procurement, all bids must be submitted in the bid format outlined herein.
- C. All prospective bidders must meet the required criteria as of the date of submission. Respondents must provide all information requested in the Contractor Information Form.
- D. Utah County has established certain requirements with respect to bids to be submitted by respondents. The use of "shall", "must", or "will", in this ITB indicates a requirement or condition from which a material deviation will not be approved by Utah County.

# **1.4 BID ORGANIZATION**

A. Each respondent must submit its bid digitally through the U3P website using the State's new Bonfire account. The bid must be submitted by Thursday, December 19, 2024, at 2:30.

# LATE BIDS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN THE UTAH COUNTY PROCUREMENT POLICY.

- B. Items to be considered before filling out the bid and bidding schedule:
  - 1. Interpretation of Quantities in the Schedule

Any quantities appearing in the Specifications or the Drawings for this project are only approximate and were prepared from estimates by the County Project Manager. These quantities will be used for bidding. The actual quantities for construction may vary and should be determined by the Contractor based on his individual analysis of conditions. In the event certain areas of the project are given a higher priority, those areas, as designated by the County Project Manager, will receive construction attention first. In the event certain areas are deleted due to unforeseen appropriation of funds, or deemed not economically feasible, or for whatever reason, those areas will be deducted from the bid and payment amount.

2. Bidding Schedule

The bidder shall submit the bid upon the bidding schedule and bid sheets provided by Utah County. The total amount of the bid is obtained by adding the "Total Cost" amounts of the several bid items or unit priced items multiplied by the estimated quantities. All the figures shall be in ink or typed. The bid must be signed in ink by the individual who prepared the bid and by the owner of the company. The address and phone number of the individual or firm represented by the bid must be on the bid. The bid process is governed by and subject to the Utah County Procurement Rules and Regulations.

- C. The bid must include:
  - 1. Completed Contractor's Cost Proposal (Attachment A)
  - 2. Completed Contractor Information Form (Exhibit A).
  - 3. Completed Certificate of Non-Collusion (Exhibit B).
  - 4. A copy of the bidder's current local business license.
  - 5. A copy of the bidder's current Contractor License issued by the Utah Department of Commerce, Division of Occupational and Professional Licensing.
  - 6. Proof of required insurance.
  - 7. Documentation from the County Treasurer of the bidder's county showing that bidder is current on its personal property taxes.

# 1.5 **PROPRIETARY INFORMATION**

The Contractor shall mark proprietary information contained in the bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bids. Pricing and service elements of the successful bid will not be considered proprietary.

# 1.6 QUESTIONS AND CLARIFICATIONS

A. All questions regarding this ITB must be submitted through the Utah Procurement Place (U3P) web site or to the Utah County Purchasing Manager, Robert Baxter, at

RobertB@utahcounty.gov. The deadline for submission of questions is two business days prior to the closing date.

B. Bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the Agreement, to the extend such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for withdrawal of a bid after opening, or for a claim after award of the agreement.

# **1.7 ACCEPTANCE OF BID**

- A. Utah County reserves the right to reject any or all bids or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels. Any added provisions by the bidder reserving the right to accept or reject an award may result in rejection by Utah County.
- B. The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this ITB, or such party's response.

# 1.8 DISQUALIFICATION OF BID

- A. The occurrence of any of the following may result in disqualification of a bid:
  - 1. Failure to respond within the established timetable.
  - 2. Failure to completely answer all questions presented in the ITB.
  - 3. Use of any other type of form or format other than those indicated in the ITB.
  - 4. Failure to provide requested documentation at the time of bid submission.
  - 5. Illegible responses.
  - 6. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into an agreement pursuant to an award, or any other unauthorized conditions, limitations or provisions.
  - 7. If the bidder is unable to evidence a satisfactory record of integrity.
  - 8. If the bidder is not qualified legally to contract.
  - 9. If the bid at the opening does not contain a signed bid, and a signed certificate of non-collusion.
- B. Utah County reserves the right to reject any or all bids.

# **1.9 DISPOSITION OF BIDS**

All bids (and the information contained therein) shall become the property of Utah County. No bid shall be returned to the respondent regardless of the outcome of the selection process.

#### 1.10 INTERPRETATION OF ITB

The invalidity of any portion of this ITB shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this ITB are for convenience only and do not constitute a part of the provisions hereof.

# 1.11 REQUIRED EXPERIENCE

- A. The Contractor must have a minimum of five (5) years experience in the work specified herein. Proof of experience must be submitted with each bid.
- B. The Contractor shall provide a list of at least three (3) projects similar to Utah County's as set forth herein, including contracting agency and contact information for each.
- C. The Contractor shall be the general contractor for the project and is required to have a current local business license from the jurisdiction in which their business is located. A copy of the bidder's current local business license must be submitted with the bid.

# 1.12 EVALUATION CRITERIA

All bids will be evaluated by authorized representatives of Utah County for compliance with the terms and conditions contained in this ITB and the resulting agreement awarded to the lowest responsive and responsible bidder. Utah County reserves the right to award to more than one Contractor if it is in the best interest of the County.

## 1.13 GENERAL

- A. Utah County will award a contract in reliance upon the information contained in bids submitted in response to the ITB. Utah County will be legally bound only when and if there is a signed agreement entered into between Utah County and the awarded bidder(s).
- B. It is vitally important that any person who signs a bid or agreement on behalf of a respondent certifies that he or she has the authority to so act. The bidder who has its bid accepted may be required to answer further questions and provide further clarification of its bid and responses.
- C. Receiving this ITB or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this ITB. Utah County shall have no liability to any person or entity under or in connection with this ITB, unless and until Utah County and such person have executed and entered into an agreement pursuant to the terms of this ITB.
- D. By responding to this ITB each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this ITB. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the

responding party or any of its representatives as a result of this ITB process or the use of the information contained in this ITB. Only the terms and conditions contained in an agreement when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the respondent in any manner as having any legal effect whatsoever.

# 1.14 BONDS

- A. Before this contract is awarded by Utah County, the Contractor shall furnish to Utah County the following bonds:
  - 1. A <u>performance bond</u> satisfactory to County in an amount equal to 100% of the price specified in the contract, to assure the faithful performance of the contract, for the protection of Utah County, to be held until final acceptance by Utah County of all aspects of this project; and
  - 2. A <u>payment bond</u> satisfactory to the County in an amount equal to 100% of the price specified in the contract, for the protection of each person supplying labor, service, equipment, or material for the performance of the work provided for in the contract.
- B. Each bond shall be:
  - 1. Binding upon the award of the contract;
  - 2. Executed by a surety company or companies duly authorized to do business in the State of Utah, or, in the form or cash or other certified funds.
  - 3. Payable to Utah County, A Body Corporate and Politic;
  - 4. Filed with the Utah County Public Works Department in a timely manner following the Closing date for Receipt of Bids, and
  - 5. Increased if the contract price is increased by change order or otherwise subsequent to entering into the contract.
- C. Utah County will hold the Payment Bond for ninety (90) days subsequent to the completion of the project.

# **GENERAL REQUIREMENTS**

#### **Alteration of Plans or Character of Work**

The County Commission, after recommendation by the County Public Works Director, reserves the right to make at any time during the progress of the work, such increases or decreases in quantities and such alterations in the details of construction, and the elimination of one or more items as may be found necessary or desirable. Such alterations shall not be considered as a waiver of, nor release of, the surety. The Contractor agrees to accept the work as altered the same as if it had been a part of the original Agreement. The Contractor shall proceed with the work alterations when ordered in writing. **Financial increases to this Agreement must be approved in writing by the County Commission before additional work is authorized and constructed.** 

#### **Brand Name**

The use of brand names in the Specifications is for the purpose of designating the standard of quality, performance, and characteristics desired. Equivalent brand substitutions for products must be approved by Utah County.

#### **Change Orders**

Utah County may at any time, without notice to any sureties, by written order designated or indicated to be a change order, make changes to the work within the general scope of the contract and to the contract amount and/or contract deadlines.

The overhead, profit, and commission fees included in any change order bid shall not exceed the maximum percentages outlined in specification section 00 7300 – Supplementary General Conditions.

Only the Contractor or subcontractor who actually performs or furnishes the work may charge for overhead or profit regardless of the number of tiers of subcontractors, that is, the markup on work subcontracted by a subcontractor will be limited to one charge of 10% for overhead and profit and one charge of 10% for the prime Contractor's commission. Subcontractor is not allowed to markup other subcontractors for either work or materials.

Overhead and profit includes but is not limited to: estimating; field supervision above foreman level superintendents, assistant superintendents, general foremen, engineers, accountants, timekeepers, office manager, and other staff; office supplies; drinking water; temporary heat, light, and power; field toilets; small tools; and other costs of materials and/or equipment associated with performance of the contract.

On bids covering both increases and decreases in the contract amount, the overhead and profit shall be computed on the net change only.

Each change order shall be signed by the Contractor, the County Public Works Director, and the County Commission, and payment and performance bonds shall be increased by the

Contractor to reflect any increase to the contract amount before the Contractor will be authorized to proceed with the work specified therein.

Failure of Contractor and the County to agree on an adjustment of contract amount or contract deadlines shall not excuse Contractor from proceeding with prosecution and performance of work. Contractor, subcontractors, and suppliers shall handle all disputes in a manner which will permit work to proceed on schedule while the matter in dispute is being resolved.

The County shall have the right within its sole discretion to require Contractor to commence performance of changes to work based on County requirements prior to the submission of a cost bid by the Contractor to the County, or approval of the cost bid by the County. In such case, Contractor shall proceed with the work so changed upon receipt of a Construction Change Directive from the County, and thereafter submit to the County as soon as possible any cost bid required.

#### **Completion Date**

The completion date for the Records Storage Building is anticipated to be completed within 14 months of NTP, regardless of weather conditions and other related problems. If the Contractor fails to complete the work on or prior to the completion date, or by extension of time granted by the County in writing, then the Contractor may forfeit his or her 5% payment retainer and shall in addition be liable for all additional costs and damages incurred by Utah County as a result of the failure of completion.

If abnormal weather conditions or other natural events totally beyond the control of the Contractor require in the judgment of the County an extension of the completion date, written authorization must be given by the County for such specific extension.

The contractor shall submit a proposed project schedule in conjunction with all other bidding documentation required as outlined herein. The proposed schedule shall include target dates for Substantial Completion and at a minimum, 30 additional days for Final Completion.

#### **Liquidated Damages**

It is agreed by the parties to this Agreement that in case all the work called for in accordance with this Agreement is not completed before or upon the Completion Dates set forth in this Agreement, damage will be sustained by Utah County, and that it is and will be impracticable to determine the actual damage which Utah County will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay to Utah County **§1000.00 per day** for each calendar day between the date of substantial completion and Final Completion Date required herein and the date of final acceptance thereof by Utah County, as liquidated damages and not as penalty. It is further agreed that the amounts stipulated are reasonable estimates of the damages that would be sustained by Utah County and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that Utah County may deduct the amount thereof from any money due to or that may become due the Contractor

by progress payments or otherwise in accordance with the terms of this Agreement, or if said amount is not sufficient, recover the total amount.

The Contractor will not be assessed with liquidated damages during any delay in the completion of the work caused by acts of God, acts of criminals, acts of Utah County, acts of the public utilities, fire, floods, epidemics, quarantine restrictions, labor strikes that delay the critical sequence of the work, and unusually severe weather or delays of subcontractors due to such causes, provided that Utah County is notified in writing of the causes of such delay.

#### Cooperation

Utah County intends to encourage cooperation with the Owner, Engineers, Supplier, Contractor and its subcontractors. The objectives are effective and efficient agreement performance, intended to achieve completion within budget, on schedule, and in accordance with the Drawings and Specifications.

Alternative Dispute Resolution (ADR) methodologies will be encouraged in place of the more formal dispute resolution procedures. ADR in this context is intended to be a voluntary, non-binding procedure available for use by the parties to this Agreement to resolve any dispute that may arise during performance.

#### **Data Privacy**

If Contractor, as part of this agreement or transaction, will receive or work with County information, or if they will be gathering data on behalf of the County, Contractor will be required to comply with the following provisions as applicable.

A. Cyber Insurance. Contractor agrees to purchase and maintain throughout the term of this Agreement a technology and professional liability insurance policy, including coverage for network security and data protection liability insurance (also called "cyber liability") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology or professional services or in connection with the specific services described in violation or infringement of any right of privacy, including breach of security and breach of security or privacy laws, rules or regulations globally, now or hereinafter constituted or amended; data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential government, corporate, or public information in whatever form; transmission of a computer virus or other type of malicious code; participation in a denial of service attack on third party computer systems; loss or denial of service; with no cyber terrorism exclusion; with a minimum limit of three million dollars (\$3,000,000) for each and every claim and in the aggregate. Such coverage must include technology and professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without

limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management and public relations services). Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of the Contractor or an independent contractor working on behalf of the Contractor in performing services under this Agreement. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for any data breach indemnity in this Agreement, for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations and crisis management, and other data breach mitigation services resulting from a confidentiality or security breach by or on behalf of the Contractor. Contractor shall furnish evidence of coverage at the time of any bid or proposal, and upon request at any time during the term of the Agreement.

B. Protecting Personal Identifying Information. Utah Code 63A-19-101 et seq. requires governmental agencies follow specific standards to protect personal data privacy. Consistent with Utah Code 63A-19-401(4)(a) Contractor acknowledges that Contractor is also required to comply with the relevant requirements of this chapter with regard to the personal data processed or accessed by Contractor as part of Contractor's duties under the Agreement to the same extent as required of the governmental entity.

#### **Delivery/Shipping**

The Contractor/Supplier shall be responsible for all delivery, shipping, transportation, and handling charges and shall include these costs in the bid schedule. Delivery and Shipping costs will not be paid as a separate line item

#### **Extra Work**

If extra work, as defined in the Utah County Standard Terms and Conditions, is authorized by the Utah County Commission in writing, payment for authorized extra work will be made by either of the following methods, as determined by the County:

- 1. Reimbursement for all direct and substantiated costs of labor, materials, supplies and equipment use, plus 10% to cover all indirect costs, overhead and profit; or
- 2. A lump sum, agreed to prior to beginning the extra work, to cover all of the items authorized in writing by the County.

#### Inspection

Testing or work to determine contract compliance shall be performed by the Contractor. Such testing shall comply with American Public Works Association (APWA) standards for all applicable materials and placement of those materials. Copies of test results must be provided to, and approved by, the County Project Manager prior to final acceptance of

#### project.

Final acceptance and inspection of completed work shall be performed by the County Project Manager.

#### Insurance

The Contractor agrees to carry Commercial General Liability insurance coverage as outlined in the standard terms and conditions of the agreement during the term of the Agreement. This coverage shall provide liability insurance to cover the activities of Contractor including Contractor's agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this Agreement. This insurance shall name "Utah County, 100 East Center, Provo, Utah 84606" as a Certificate Holder. Prior to commencing any work, Contractor shall provide a Certificate of Insurance to Utah County, evidencing that the Contractor has this insurance in place and shall maintain said insurance for the duration of this Agreement.

Insurance to Utah County evidencing that the Contractor has Workers Compensation Insurance for the Contractor, all subcontractors, and all employees of the Contractor and/or subcontractors.

The Contractor shall file all required certificates of insurance with the Utah County Public Works Department in a timely manner following the Closing Date for Receipt of Bids and prior to commencing any work.

#### Keys

If it becomes necessary for the County to issue the Contractor a key to County locks, final payment to the Contractor will be held until the key has been returned and documented. It is illegal to duplicate County keys.

#### Legal

The Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.

#### License

The Contractor shall have a current "Business License", issued by the county or city in which the Contractor's business is located, and shall provide proof of such license prior to the commencement of said work.

The Contractor shall be a licensed "General Contractor" through the State of Utah, Utah Division of Occupational and Professional Licensing, to perform construction work in this State. The Contractor shall provide proof of such license prior to the commencement of said work.

#### Payment

Payment shall be required in the manner prescribed in the Utah County Standard Terms and Conditions. All bills must be signed and dated by both the Contractor and the County Project Manager before the payment process can commence. Each bill shall itemize the work performed and shall show progress of the work that can be verified. Actual payment will be based upon inspection by the County Project Manager who will certify that the work has been performed in a workmanlike manner. In accordance with Utah Code §13-8-5, Utah County may retain five percent (5%) of all payments to the Contractor or such other sums as authorized thereby until the end of the project. Final payment of any sums retained will be paid thirty (30) days after request after approval of work by final inspection.

The County Project Manager will decide all questions which may arise as to the quality, quantity, and acceptability of materials furnished and work performed, and as to the rate of progress of work. He will also decide all questions which may arise as to the acceptable fulfillment of the Agreement on the part of the Contractor.

Payments may be withheld from the Contractor by the County in order to protect or offset the County from loss due to:

- 1. Defective work not remedied.
- 2. Liens or claims filed or reasonable evidence of probable filing.
- 3. The Contractor's failure to promptly pay subcontractors for labor and/or materials accepted by the Contractor.
- 4. The County's reasonable doubt that the project can be completed for the unpaid balance of the contract price.
- 5. Damage to another contractor.
- 6. Failure to maintain scheduled progress.
- 7. Any other failure of the Contractor which results in liability for the County.

#### **Safety Requirements**

In order to protect the life and health of employees and the general public in the performance of this Agreement, the Contractor shall comply with the general safety orders covering Utah industries, issued by the Industrial Commission of Utah and Occupational Safety and Health Act of 1970. Nothing in the Agreement shall relieve the Contractor of responsibility assigned in the Specifications, State Industrial Commission's requirements, or state and local laws and ordinances.

The Contractor agrees to hold Utah County and the County's Engineer free and harmless from any and all damages/claims that may occur during the construction operations of this Agreement. The Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of this Agreement and construction operations.

The County Public Works Director or the County Project Manager will have the authority by written order to suspend work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or general public; for failure to carry out provisions of the Agreement; for failure to carry out orders; for such periods as he may deem necessary due to

unsuitable weather, for conditions considered unsuitable for the progress of the work, or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

#### **Sales Tax**

The Contractor shall be responsible for including in their bid schedule, not as a separate line, any sales tax charges for products, materials, or other items that the Contractor will be purchasing. The Contractor will not be allowed to use the County's sales tax exemption number to purchase products, materials or other items that the Contractor will be installing as part of the agreement on the County's behalf.

#### **Supervision of Work**

The County Public Works Director shall have full supervisory powers in determining the extent of the construction on the project. Compensation shall be based upon logbooks maintained by the County Project Manager as a percentage of work completed and payment terms described under General Requirements. All decisions concerning the extent and acceptability of the work and the quality of all materials shall rest solely with the County Public Works Director.

#### Surveying

The Contractor shall be responsible for all construction staking.

The Contractor will be responsible for furnishing, maintaining, or restoring all survey monuments and reference marks within the project site. Contact the County Surveyor to obtain permits for section corners and monuments before any work begins.

#### Utilities

Care shall be taken to preserve and protect existing overhead and underground utilities, pole lines, signs, pipelines, and improvements from injury or damage during construction operations. The Contractor shall assume full responsibility for reimbursing the owners of the utilities for any damage to their properties, utilities, or improvements, or interference with their service caused through Contractor's operations at no additional cost to the County. **The Contractor shall contact "Blue Stakes of Utah,"** and individual utility owners as necessary, to have all underground utilities located on the work site in accordance with Utah law.

The Contractor shall be responsible to protect in place all utilities shown or not shown on this plan.

The Contractor shall be responsible for providing all water, power, sanitary facilities, and telephone services as required for the Contractor's use during construction.

# STATEMENT OF APPLICABLE STANDARDS

All work performed by the Contractor shall meet or exceed all applicable building codes, and standards listed in the specifications and drawings. All work performed by the Contractor shall also comply in every respect with the plans, specifications and project manual referred to as "Utah County Record Storage Bid Set (11/19/2024)" labeled Attachment B, which are attached hereto and incorporated herein by this reference. Where conflicts arise, the most stringent code will apply.

Where the plans or specifications describe portions of the work in general terms but not complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.

It is intended that these plans and specifications require all labor and materials necessary and proper for the work contemplated and that the work be completed in accordance with their true intent and purpose. The Contractor shall notify the County Project Manager immediately regarding any discrepancies or ambiguities which may exist in the plans or specifications. The County Project Manager's interpretation thereof shall be conclusive.

#### ATTACHMENT A

#### **CONTRACTOR'S BID SCHEDULE**

#### A.1. BID PRICE:

Each Bidder shall complete the line-item cost summary below. The specified "Total Cost" shall become the bidder's "Total Bid Price" for completion of this project.

#### **Records Storage Building**

ltem	DIVISION	DESCRIPTION	Unit	QUANTITY	UNIT PRICE	AMOUNT
1	01	General Conditions	EA	Per Month		
3	03	Concrete	Lump			
4	04	Masonry	Lump			
5	05	Metals	Lump			
6	06	Wood, Plastics, and Composites	Lump			
7	07	Thermal and Moisture Protection	Lump			
8	08	Openings	Lump			
9	09	Finishes	Lump			
10	10	Specialties	Lump			
11	12	Furnishings	Lump			
12	21	Fire Suppression	Lump			
13	22	Plumbing	Lump			
14	23	HVAC	Lump			
15	26	Electrical	Lump			
16	27	Communications	Lump			
17	28	Electronic Safety and Security	Lump			
18	31	Earthwork	Lump			
19	32	Exterior Improvements	Lump			
20	33	Utilities	Lump			
					TOTAL COST:	

Note: The quantities specified herein are only estimates used for bid evaluation purposes. Actual payment will be based upon inspection records kept by the County, and the actual work completed, approved, and accepted by the County.

#### A.2 CERTIFICATION

I hereby certify that I have read, understand, and agree to all Specification Sections, Drawings, Addendum, Exhibits, and Attachments of this Invitation to Bid for Records Storage. I further certify that the information submitted by me/my company in response to this Invitation, including the pricing and other information, is true and accurate, and reflect a careful examination of the site of the work, the Specifications, the Drawings and form of the agreement, all of which are made a part hereof. I/my company propose(s) to furnish all labor, equipment, tools and machinery, and to furnish and deliver all materials not specifically mentioned as being furnished by the local agency, which are required in construction.

I understand that Utah County has the right to reject any or all bids, to waive minor irregularities when to do so would be in the best interests of Utah County, and to negotiate a price for the proposed services as determined to be in the best interest of Utah County.

The undersigned further proposes to execute the attached agreement within five working days after the date of the award, and to begin work within five working days after being notified to do so by the local agency, and to complete the same on or before **agreed upon date of Substantial Completion**, after the signing of the agreement by both parties. It is understood that Utah County has the right to reject this bid or to accept it at the price listed above and the prices located in the Bidding Schedule.

Signature

Title

Name (please print)

Date

# ATTACHMENT B

# UTAH COUNTY RECORDS STORAGE BID SET (11/19/2024)

# ATTACHMENT C

# **GEOTECHNICAL REPORT**

# EXHIBIT A

#### **CONTRACTOR INFORMATION FORM**

In order to receive consideration, submitted bids must contain responses to all questions. Failure to respond to all questions may result in disqualification of the bid.

COMPANY NAME & ADDRESS: \_\_\_\_\_

Is this an Office:, Home:	, Shop: . Other:	
Telephone Number: ()		
Answering Machine: (),	Fax Number: ()	
COMPANY OWNER:		
COMPANY PRESIDENT:		
CONTACT PERSON:		
EMAIL ADDRESS:		
Type of Company (Partnership, Corporation, Ver	nture etc.):	
If a Corporation, in what State Incorporated:		
Business License Number:		
State of Utah Contractor License Number:		
Federal Tax Identification Number:		
D&B D-U-N-S Number:		
How long has this company been in business:	Years, and	Months
Officers authorized to execute contracts:		
What would happen to your company in the event	of the owner's absence or death?	
Brief History of the Company:		
Are there any judgments, suits or claims pending		NO
against your company? If Yes, attach a written ex	planation.	
Has your company operated under any other name	<b>YES</b>	NO
If Yes, attach a written explanation.		

# CONTRACTOR INFORMATION FORM Page 2

Has your firm failed to complete a contract within the last five years?	YES	NO
If "yes" attach explanation.		
Has your firm or any partner or officers ever been involved in any	YES	NO
bankruptcy action? If "yes" attach explanation.		
Has your firm ever been listed on the Excluded Parties List System?	YES	NO
Are any of your firm's owners, officers, employees, or agents also	YES	NO
employees of Utah County or related to any employees of Utah County If "yes" attach explanation.		

# FINANCIAL REFERENCES

Manager		Phone
Manager		Phone
CLIENT REFERENCES		
1. Name:	, Contact:	
Address:		, Phone:
2. Name:	, Contact:	
Address:		, Phone:
		, Phone:
4. Name:	, Contact:	
		, Phone:

#### **EXHIBIT B**

#### **CERTIFICATE OF NON-COLLUSION**

STATE OF UTAH ) Invitation to Bid )SS for COUNTY OF UTAH ) **Records Storage Building** 

#### AFFIDAVIT

The undersigned of lawful age, being first duly sworn, disposes and says: That as a condition precedent to the award of the Utah County project as above captioned,

I\_\_\_\_\_

(owner, partner, officer or delegate)

\_do

of\_\_\_\_\_(company)

solemnly swear that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by Utah County, with regard to this bid or potential agreement resulting therefrom.

Contractor Signature

By: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

Subscribed/sworn to before me this _ My Commission Expires		.D.
Residing at		
By:	Notary Public	

# EXHIBIT C

# SAMPLE AGREEMENT WITH STANDARD TERMS & CONDITIONS