



STANDARD LOW BID PROJECT

Project Budget Over \$100,000

October 24, 2018

REDWOOD CLINIC NEW HVAC SYSTEM

UNIVERSITY PROJECT NUMBER 22139

Prepared by

VAN BOERUM AND FRANK ASSOCIATES
330 South 300 East
Salt Lake City Utah 84111

For

The University of Utah
Planning, Design & Construction
V. Randall Turpin University Services Building
1795 E. South Campus Drive, Room 201
Salt Lake City, Utah 84112-9403
Phone (801) 581-4707
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TABLE OF CONTENTS

	<u>Page Number</u>
Title Sheet	1
Table of Contents	2
Notice to Contractors	3
Project Schedule	5
Bid Form	6
Instructions to Bidders	8
Instructions and Subcontractors List Form	15
Contractor's Agreement	18
Typical Project Inspections	22
Certificate of Substantial Completion	24
Past Performance Rating Form	25
Drawings with Specifications	<i>(provided as a separate file)</i>

The University of Utah General Conditions and Supplemental General Conditions for University of Utah Projects are hereby made part of these Contract Documents by reference. These documents are available at <https://pdc.utah.edu/homepage/construction/>.

Note that the DFCM Supplemental General Conditions are hereby made part of these bidding documents and subsequent Contract Documents by reference, and are available at <http://dfcm.utah.gov/dfcm-standard-documents.html>. Applied to this project, the terms "DFCM" or "Division" as used in the DFCM Supplemental General Conditions shall mean "The University of Utah," and the term "Director" shall mean the "University of Utah Chief Design & Construction Officer."

NOTICE TO CONTRACTORS

Bids will be received by the University of Utah Department of Planning, Design & Construction for:

REDWOOD CLINIC NEW HVAC SYSTEM

University Project Number 22139

Construction Budget: \$1,853,000

Bids will be in accordance with the Contract Documents prepared by University of Utah Planning, Design & Construction and VAN BOERUM AND FRANK ASSOCIATES, hereinafter referred to as "A/E" as defined in the General Conditions.

Effective September 10, 2018, the University has retired the previous state mandated Surety Bond Forms and is now requiring the use of the AIA Bid Bond Form A310-2010 and Performance and Payment Bond Form A312-2010.

ALL QUESTIONS MUST BE DIRECTED TO: Ben Davis, 801-530-3148, bdavis@vbfa.com

The Bid Form provided herein should only be used for paper bid submittals. Should a bid be received on the Bid Form and electronically through BidSync, the electronic bid shall govern.

All bidding documents and addenda will be distributed at <http://www.bidsync.com/> .

THE UNIVERSITY IS NOT RESPONSIBLE FOR DIFFICULTIES, TECHNICAL OR OTHERWISE, ASSOCIATED WITH THE ELECTRONIC BIDDING PROCESS. BIDDERS WHO CHOOSE TO USE THE ELECTRONIC BIDDING PROCESS DO SO AT THEIR OWN RISK.

Persons or companies bidding on this project shall hold a current Utah Contractor's License covering the type of work to be done and shall be bondable to the amount of the Contract.

There will be a **mandatory pre-bid meeting on Thursday, November 1, 2018 at 8:00 a.m. MT** and the Redwood Clinic 1525 W. 2100 S., Salt Lake City. Please meet in the main lobby. Contractors who plan to bid on this project must be represented and must sign the official "sign-in" roster provided at the meeting. Questions raised at the meeting will be noted and answers will be included in an addendum issued prior to the bid opening. A list of Contractors who attended the meeting will be included in the addendum. Please note that only persons directly employed by the represented Contractor may sign for that Contractor; and, only the bids supplied by Contractors who are listed in the addendum will be opened.

Bids will be received until Tuesday, November 20, 2018 1:00 p.m. MT through BidSync, or alternately by sealed envelope per the directions provided in the Instructions to Bidders. Bids will be opened and read aloud in the Planning, Design & Construction Conference Room 201 adjacent to the Planning, Design & Construction reception desk. Note: Bids must be received at Planning, Design & Construction Business Services by the specified time. Do not deliver bids to University Purchasing. See the Instructions to Bidders for more information.

NOTICE TO CONTRACTORS

Page 2

A bid bond in the amount of five percent (5%) of the bid amount, made payable to The University of Utah, must be procured and submitted to the University of Utah within 24 hours after the bid due time. The bid bond may be scanned and submitted with the online bid via www.bidsync.com at the time of the bid.

Construction Constraints:

- Work will be in an occupied building
- Some night and weekend work will be required
- ICRA requirements will be in effect
- There are two other construction projects at the clinic - Interior finishes upgrade and an exterior parking lot upgrade

The University of Utah reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of the University.

THE UNIVERSITY OF UTAH, PLANNING, DESIGN & CONSTRUCTION, HEATHER HENDERSON, CONTRACT ADMINISTRATOR

PROJECT SCHEDULE

PROJECT: REDWOOD CLINIC NEW HVAC SYSTEM				
PROJECT NUMBER: 22139				
Event	Day	Date	Time	Place
Bidding Documents Available	Wednesday	October 24, 2018		BidSync http://www.bidsync.com
Mandatory Pre-bid Site Meeting	Thursday	November 1, 2018	8:00 a.m. MT	Redwood Clinic 1525 W. 2100 S., Salt Lake City. Please meet in the main lobby.
Last Day to Submit Questions	Monday	November 12, 2018	4:00 p.m. MT	Ben Davis, 801-530-3148, bdavis@vbfa.com
Addendum Deadline (exception for delays)	Wednesday	November 14, 2018	1:00 p.m. MT	All addenda will be posted on the BidSync Web Site.
Prime Contractors Turn In Bid and Bid Bond	Tuesday	November 20, 2018	1:00 p.m. MT	BidSync http://www.bidsync.com
Sub-contractor List and Bid Bond Due	Wednesday	November 21, 2018	1:00 p.m. MT	Heather Henderson University of Utah Planning, Design & Construction VRT USB (Univ. Services Bldg) 1795 E. South Campus Dr. Room 201 SLC, UT 84112-9403 h.henderson@utah.edu
Substantial Completion Date		August 30, 2019		

**The University of Utah
PLANNING, DESIGN & CONSTRUCTION**

BID FORM

- Notes to Bidder:
1. The University encourages electronic bid submission via www.bidsync.com.
 2. This form should only be used for paper bids. Electronic bids must be submitted through BidSync. If both an electronic bid and paper bid are received the electronic bid shall govern.
 3. The University will not consider exceptions, clarifications, or terms and conditions added by the Bidder when not specifically requested on the Bid Form. Although BidSync provides space for these considerations elsewhere, any exceptions, clarifications, or terms and conditions inserted by the Bidder may result in rejection of the Bid.

NAME OF BIDDER _____ DATE _____

To: **The University of Utah, Planning, Design & Construction**
1795 E. South Campus Drive, Room 201 (V. Randall Turpin University Services Building)
Salt Lake City, Utah 84112-9403
Attention Heather Henderson

The undersigned, responsive to the "Notice to Contractors" and in accordance with the "Instructions to Bidders", in compliance with the invitation for bids for the **Redwood Clinic New HVAC System**, University Project Number **22139**, and having examined the Contract Documents and the site of the proposed Work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this bid is a part:

I/We acknowledge receipt of the following Addenda: _____.

The amount(s) shown below **do not include Utah State Sales and Use Tax on materials** incorporated into the finished product. I/We acknowledge responsibility for complying with all Utah State Sales and Use Tax exemption requirements. Note that wage minimums described in the Davis-Bacon Act are not applicable to this project.

For all work shown on the Drawings and described in the Specifications and Contract Documents, I/we agree to perform for the sum of:

_____ DOLLARS (\$ _____)
(In case of discrepancy, written amount shall govern)

By placing a bid I/we certify that I/we do not have an outstanding tax lien.

BID FORM
PAGE NO. 2

I/We guarantee that the Work will be Substantially Complete no later than **August 30, 2019** should I/we be the successful bidder, and agree to pay liquidated damages in the amount of **\$250.00** per calendar day for each day after expiration of the Contract Time as stated in Article 3 of the Contractor's Agreement.

This bid shall be valid for 45 days after bid opening.

Enclosed (for hard copy bids, or submitted within 24 hours per the Instructions to Bidders) is a 5% bid bond, as required, in the sum of \$ _____.

The Bid Bond in the amount not less than five percent (5%) of the above bid sum, shall become the property of the University of Utah as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment Bonds are not delivered within the time set forth.

Upon issuance of the Notice of Intent to the selected bidder (a letter to the Contractor issued by Planning, Design & Construction) and the official Contract (Contractor's Agreement), the undersigned agrees to return the original signed Contract, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the Contract, and deliver an acceptable Certificate of Insurance, all within ten (10) calendar days of the date on the Notice of Intent, unless a shorter time is specified in the Contract Documents.

Respectfully submitted by:

Type/Print Company Name

Signature

Type of Organization (Corporation, Partnership, Individual, etc.)

Type/Print Name and Title

Address:

Telephone Number
notices)

FAX Number

Email (for transmission of official

Utah Contractor License Number

Federal Tax ID Number

INSTRUCTIONS TO BIDDERS

1. Drawings and Specifications, Other Contract Documents

Drawings and Specifications, as well as other available Contract Documents, may be obtained as stated in the Notice to Contractors.

2. Bids

Before submitting a bid each contractor must register for the bid at <http://www.bidsync.com>, and shall carefully examine the Contract Documents; shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and, shall include in the bid the cost of all items required by the Contract Documents. If the Bidder observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations, or contain obvious erroneous or uncoordinated information, the Bidder shall promptly notify the A/E and/or the University Project Manager and the necessary changes shall be accomplished by Addendum.

Do not include Utah State Sales and Use Tax on materials incorporated into the finished product, and do not include this tax on such materials for changes. The University of Utah is exempt from Federal Excise Taxes and Utah Sales and Use Taxes. **The University's tax certificate is provided in the Supplemental General Conditions for University of Utah Projects** available at <https://pdc.utah.edu/homepage/construction/>. The Contractor is responsible for complying with all Utah State Sales and Use Tax exemption requirements. The Contractor is responsible for payment of all Utah State Sales and Use Tax obligations that arise from the Contractor's failure to comply with exemption requirements.

Except as allowed below, bids shall be submitted via the www.bidsync.com web site.

Allow sufficient time before the 1:00 p.m. deadline to enter all information required by the BidSync system. The bid automatically closes promptly at 1:00 p.m. Any bid not completed by closing time will not be processed. The University is not responsible for technical difficulties arising from the use of the electronic bidding process. If the hard copy bid procedure is used (described below), hard copy bids must be delivered and time stamped prior to 1:00 p.m. at the Planning, Design & Construction reception desk. Bids received after that deadline will not be considered.

A bid bond properly signed by a qualified surety security, as indicated on the Bid Bond form provided along with this 'Instructions to Bidders,' in the amount of five percent (5%) of the bid, is required. The bid bond may be scanned and attached to the online electronic bid via www.bidsync.com at the time of the bid, or may be delivered or emailed to Planning, Design & Construction within 24 hours after the bid due time.

IN ALL CASES THE BID BOND MUST BE ON AIA BOND FORM A310-2010 unless only one bid is received, or the failure to comply with the bid bond requirements is determined by Planning, Design & Construction administration to be non-substantial based on the following:

INSTRUCTIONS TO BIDDERS
PAGE NO. 2

- (a) The bid bond is submitted on a form other than that required, and the submitted bid bond meets all other requirements including being issued by a surety firm authorized to do business in the State of Utah, listed in the U.S. Department of the Treasury Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies, for an amount not less than the amount of the bond to be issued. A co-surety may be utilized to satisfy this requirement; and,
- (b) The Contractor provides a replacement bid bond properly signed by a qualified surety and on the required Bid Bond form by the close of business of the next succeeding business day after the University notifies the bidder of the defective bid bond.

If circumstances prevent the Contractor from bidding via www.bidsync.com , the University of Utah will accept hard copy bids according to the following procedures:

Hard Copy Bid Procedure. The Bid Form, bearing original signatures, must be typed or handwritten in ink on the Bid Form provided herein, and delivered in a sealed envelope to the Planning, Design & Construction receptionist for time stamp prior to the deadline for submission of bids. The Planning, Design & Construction Receptionist Desk is located at the top of the stairs at the building's main (south) entrance adjacent to the parking lot.

DO NOT DELIVER BID TO PURCHASING

The following information is required on the outside of the envelope (a sample label is provided at the end of these 'Instructions to Bidders'):

From: Contractor's Business Name
Contractor's Business Address

To: The University of Utah **Planning, Design & Construction Business Services**
1795 E. South Campus Drive, Room 201 (V. Randall Turpin University Services Building)
Salt Lake City, Utah 84112-9403
ATTENTION: Heather Henderson

Bid: REDWOOD CLINIC NEW HVAC SYSTEM
University Project Number 22139

Due: Tuesday, November 20, 2018 1:00 p.m. MT (or as modified by addendum)

3. Contract and Bond

The Contractor's Agreement will be in the form found in this procurement document. The Contract Time will be as indicated on the bid. The successful bidder, simultaneously with the execution of the Contract Agreement, will be required to furnish a performance bond and a payment bond, both bearing original signatures. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the Contract Sum and secured from a company that meets the requirements specified in the requisite forms.

4. Listing of Subcontractors

Listing of Subcontractors shall be as summarized in the “Instructions and Subcontractor’s List Form”, which is included as part of these Contract Documents. The Subcontractors List shall be delivered to the receptionist at Planning, Design & Construction, or faxed to 801-581-6081, or emailed to h.henderson@utah.edu within 24 hours of the bid opening.

The University retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements is subject to a debarment hearing and may be debarred from consideration for award of contracts for a period of up to three years.

5. Interpretation of Drawings and Specifications

If any person or entity contemplating submitting a bid is in doubt as to the meaning of any part of the drawings, specifications or other Contract Documents, such person shall submit to the A/E, Ben Davis, at VAN BOERUM AND FRANK ASSOCIATES, a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda posted on the BidSync web site. Neither the University nor the A/E will be responsible for any other explanations or interpretations of the proposed documents. The “A/E” shall be deemed to refer to the architect or engineer hired by the University as the A/E or Consultant for the Project.

6. Addenda

All addenda will be issued via www.bidsync.com . All bidders are required to register at www.bidsync.com and view all addenda prior to submission of the bid, regardless of the means used to submit the bid. Contractors are responsible for obtaining information contained in each addendum from the web site. Addenda issued prior to the submittal deadline shall become part of the bidding process and must be acknowledged on the Bid Form. Failure to acknowledge addenda may result in disqualification from bidding.

7. Award of Contract

The Contract will be awarded as soon as possible to the lowest, responsive and responsible bidder, based on the lowest combination of base bid and acceptable prioritized alternates, provided the bid is reasonable, is in the interests of the State of Utah to accept and after applying the Utah Preference Laws in U.C.A. Title 63, Chapter 56. The University reserves the right to waive any technicalities or formalities in any bid or in the bidding. Alternates will be accepted on a prioritized basis with Alternate 1 being highest priority, Alternate 2 having second priority, etc.

8. Licensure

The Contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

9. Permits

In concurrence with the requirements for permitting in the General Conditions, it is the responsibility of the Contractor to obtain the fugitive dust plan requirements from the Utah Division of Air Quality and the SWPPP requirements from the Utah Department of Environmental Quality, and submit the completed forms and pay any permit fee that may be required for this specific project. Failure to obtain the required permit may result in work stoppage and/or fines from the regulating authority that will be the sole responsibility of the Contractor. Any delay to the project as a result of any such failure to obtain the permit or noncompliance with the permit shall not be eligible for any extension in the Contract Time.

10. Right to Reject Bids

The University reserves the right to reject any or all Bids.

11. Time is of the Essence / Constraints to Construction

Time is of the essence in regard to all the requirements of the Contract Documents.

Construction constraints: Work will be in an occupied building. Some night and weekend work will be required. ICRA requirements will be in effect. There are two other construction projects at the clinic - Interior finishes upgrade and an exterior parking lot upgrade.

12. Withdrawal of Bids

Bids may be withdrawn on written request to Heather Henderson, Planning, Design & Construction (801-581-5675), provided the request is received from the Bidder prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

13. Product Approvals

Where reference is made to one or more proprietary products in the Contract Documents, but restrictive descriptive materials of one or more manufacturer(s) is referred to in the Contract Documents, the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the drawings and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the A/E. Such written approval must occur prior to the deadline established for the last scheduled addenda to be issued. The A/E's written approval will be in an issued addendum. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design as determined by the A/E.

INSTRUCTIONS TO BIDDERS

PAGE NO. 5 (Pages 6 and 7 follow)

14. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors

Contractors shall respond promptly to any inquiry in writing by the University to any concern of financial responsibility of the Contractor, subcontractor or sub-subcontractor.

15. Debarment

By submitting a bid, the Contractor certifies that neither it nor its principals, including project and site managers, have been, or are under consideration for, debarment or suspension, or any action that would exclude such from participation in a construction contract by any governmental department or agency. If the Contractor cannot certify this statement, attach to the bid a detailed written explanation which must be reviewed and approved by the University as part of the requirements for award of the Project.

16. Pay Application form and Submit Schedule of Values

With the first Application for Payment, which form may be found at <https://pdc.utah.edu/homepage/construction/>, the Contractor shall submit to the A/E and the University Project Manager a schedule of values allocated to all the various portions of the Work. The Schedule of Values shall be submitted on the form approved and provided below. When approved, including any approved modifications by the Project Manager, it shall be the basis for future Contractor applications for payments. The Contractor shall not be entitled to payment until receipt and acceptance of the Schedule of Values.

CSI SPEC HEADING	DESCRIPTION	BREAKDOWN PRICE
CON-00-000000	General Construction	\$
CON-00-001000	General Remodeling	\$
CON-00-002000	Other Small Construction	\$
CON-01-010000	Procurement & General Requirements	\$
CON-01-011000	Bonds	\$
CON-01-012000	Insurance	\$
CON-01-013000	General Conditions	\$
CON-01-014000	Municipal Fees	\$
CON-01-015000	Construction Manager's Fee	\$
CON-02-020000	Existing Conditions	\$
CON-02-022000	Assessment	\$
CON-02-024000	Demolition & Structure Moving	\$
CON-03-030000	Concrete	\$
CON-03-033000	Cast-In-Place Concrete	\$
CON-03-038000	Concrete Cutting & Boring	\$
CON-04-040000	Masonry	\$
CON-05-050000	Metals	\$
CON-05-051000	Structural Metal Framing	\$
CON-05-054000	Cold-Formed Metal Framing	\$
CON-06-060000	Wood, Plastics, & Composites	\$

CON-06-061000	Rough Carpentry	\$
CON-06-062000	Finish Carpentry	\$
CON-06-064000	Architectural Woodwork	\$
CON-07-070000	Thermal & Moisture Protection	\$
CON-07-071000	Damp-proofing & Waterproofing	\$
CON-07-073000	Steep Slope Roofing	\$
CON-07-075000	Membrane Roofing	\$
CON-07-076000	Flashing & Sheet Metal	\$
CON-08-080000	Openings	\$
CON-08-081000	Doors & Frames	\$
CON-08-084000	Entrances, Storefronts, & Curtain Walls	\$
CON-08-085000	Windows	\$
CON-08-087000	Hardware	\$
CON-09-090000	Finishes	\$
CON-09-092000	Plaster & Gypsum Board	\$
CON-09-095000	Ceilings	\$
CON-09-096000	Flooring	\$
CON-09-097000	Wall Finishes	\$
CON-09-099000	Painting & Coating	\$
CON-10-100000	Specialties	\$
CON-11-110000	Equipment	\$
CON-12-120000	Furnishings	\$
CON-12-123000	Casework	\$
CON-13-130000	Special Construction	\$
CON-14-140000	Conveying Equipment	\$
CON-21-210000	Fire Suppression	\$
CON-21-211000	Water Based Fire Suppression Systems	\$
CON-22-220000	Plumbing	\$
CON-22-221000	Plumbing Piping & Pumps	\$
CON-22-224000	Plumbing Fixtures	\$
CON-22-226000	Gas & Vacuum Systems For Lab & Healthcare Facilities	\$
CON-23-230000	Heating, Ventilating, & Air-Conditioning (HVAC)	\$
CON-23-232000	HVAC Piping & Pumps	\$
CON-23-233000	HVAC Air Distribution	\$
CON-23-237000	Central HVAC Equipment	\$
CON-25-250000	Integrated Automation	\$
CON-25-255000	Integrated Automation Facility Controls	\$
CON-26-260000	Electrical	\$
CON-26-261000	Medium Voltage Electrical Distribution	\$
CON-26-265000	Lighting	\$
CON-27-270000	Communications	\$
CON-27-272000	Data Communications	\$
CON-27-273000	Voice Communications	\$
CON-27-274000	Audio-Video Communications	\$
CON-28-280000	Electronic Safety & Security	\$
CON-28-281000	Electronic Access Control & Intrusion Detection	\$

CON-31-310000	Earthwork	\$
CON-31-311000	Site Clearing	\$
CON-31-312000	Earth Moving	\$
CON-32-320000	Exterior Improvements	\$
CON-32-321000	Bases, Ballasts & Paving	\$
CON-32-323000	Site Improvements	\$
CON-32-328000	Irrigation	\$
CON-32-329000	Planting	\$
CON-33-330000	Utilities	\$
CON-33-331000	Water Utilities	\$
CON-33-333000	Sanitary Sewer Utilities	\$
CON-33-334000	Storm Drain Utilities	\$
CON-33-336000	Hydronic & Steam Energy Utilities	\$
CON-33-337000	Electrical Utilities	\$
CON-33-338000	Communications Utilities	\$
TOTAL AMOUNT (equaling the total contract price)		\$

Note: The total of all breakout prices entered in the above form must equal the total contract sum.

17. Small Business Utilization (MBE/WBE)

The University is committed to providing equal access for bidding opportunities to minority/woman-owned business enterprises (“MBE/WBE”). Contractors must give equal opportunity for MBE/WBE firms to respond to requests for becoming a Sub-Contractor or Supplier for this project. Contractors must indicate which firms are MBE or WBE on the Subcontractors List when it is submitted (to satisfy Federal reporting requirements).

HARD COPY BID – RESPONSE LABEL FOR ENVELOPE

Note that the University of Utah encourages electronic bid submission via www.bidsync.com.

CONTRACTOR BID

****DO NOT DELIVER TO PURCHASING****

CONTRACTOR BUSINESS NAME: _____

CONTRACTOR’S BUSINESS ADDRESS: _____

To: University of Utah **Planning, Design & Construction**
 1795 East South Campus Drive, Room 201 (V. Randall Turpin University Services Building)
 Salt Lake City, Utah 84112-9403
 ATTENTION: **Heather Henderson**

Bid: **REDWOOD CLINIC NEW HVAC SYSTEM**
 University Project Number **22139**

Due: **Tuesday, November 20, 2018 1:00 p.m. MT**, or as modified by addendum as follows:

The University of Utah
PLANNING, DESIGN & CONSTRUCTION

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM

The three low bidders, as well as all other bidders that desire to be considered, are required by law to submit within 24 hours of bid opening a list of **ALL** first-tier subcontractors, including the subcontractor's name, bid amount and other information required by Building Board Rule and as stated in these Contract Documents, based on the following:

DOLLAR AMOUNTS FOR LISTING

PROJECTS UNDER \$500,000: ALL FIRST-TIER SUBS \$20,000 OR OVER MUST BE LISTED
PROJECTS \$500,000 OR MORE: ALL FIRST-TIER SUBS \$35,000 OR OVER MUST BE LISTED

- Any additional subcontractors identified in the bid documents shall also be listed.
- The University may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- If there are no subcontractors for the job that are required to be reported by State law (either because there are no subcontractors that will be used on the project or because there are no first-tier subcontractors over the dollar amounts referred to above), then you do not need to submit a sublist. If you do not submit a sublist, it will be deemed to be a representation by you that there are no subcontractors on the job that are required to be reported under State law. At any time, the University reserves the right to inquire, for security purposes, as to the identification of the subcontractors at any tier that will be on the worksite.

LICENSURE:

The subcontractor's name, the type of work, the subcontractor's bid amount, and the subcontractor's license number as issued by DOPL, if such license is required under Utah Law, shall be listed. Bidder shall certify that all subcontractors, required to be licensed, are licensed as required by State law. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

'SPECIAL EXCEPTION':

A bidder may list 'Special Exception' in place of a subcontractor when the bidder intends to obtain a subcontractor to perform the work at a later date because the bidder was unable to obtain a qualified or reasonable bid under the provisions of U.C.A. Section 63A-5-208(4). The bidder shall insert the term 'Special Exception' for that category of work, and shall provide documentation with the subcontractor list describing the bidder's efforts to obtain a bid of a qualified subcontractor at a reasonable cost and why the bidder was unable to obtain a qualified subcontractor bid. The University must find that the bidder complied in good faith with State law requirements for any 'Special Exception' designation, in order for the bid to be considered. If awarded the contract, the University shall supervise the bidder's efforts to obtain a qualified subcontractor bid. The amount of the awarded contract may not be adjusted to reflect the actual amount of the subcontractor's bid. Any listing of 'Special Exception' on the sublist form shall also include amount allocated for that work.

GROUND FOR DISQUALIFICATION:

The University may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law. The University may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by the University to be unqualified to do the Work or for such other reason in the best interest of the University.

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM

Page No. 2

Notwithstanding any other provision in these instructions, if there is a good faith error on the sublist form, at the sole discretion of the University, the University may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the University. If such correction is submitted timely, then the sublist requirements shall be considered met.

CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:

Subsequent to twenty-four hours after the bid opening, the contractor may change its listed subcontractors only after receiving written permission from the University based on complying with all of the following criteria.

- (1) The contractor has established in writing that the change is in the best interest of the University and that the contractor establishes an appropriate reason for the change, which may include, but not is not limited to, the following reasons: the original subcontractor has failed to perform, or is not qualified or capable of performing, and/or the subcontractor has requested in writing to be released.
- (2) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors.
- (3) Any requirement set forth by the University to ensure that the process used to select a new subcontractor does not give rise to bid shopping.
- (4) Any increase in the cost of the subject subcontractor work is borne by the contractor.
- (5) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.
- (6) The University will give substantial weight to whether the subcontractor has consented in writing to being removed unless the Contractor establishes that the subcontractor is not qualified for the work.

EXAMPLE:

Example of a list where there are only four subcontractors:

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONTRACTOR LICENSE #
ELECTRICAL	ABCD Electric Inc.	\$350,000.00	123456789000
LANDSCAPING	"Self" *	\$300,000.00	123456789000
CONCRETE (ALTERNATE #1)	XYZ Concrete Inc	\$298,000.00	987654321000
MECHANICAL	"Special Exception" (attach documentation)	Fixed at: \$350,000.00	(TO BE PROVIDED AFTER OBTAINING SUBCONTRACTOR)

* Bidders may list "self", but it is not required.

**PURSUANT TO STATE LAW - SUBCONTRACTOR BID AMOUNTS CONTAINED IN THIS
SUBCONTRACTOR LIST SHALL NOT BE DISCLOSED UNTIL THE CONTRACT HAS BEEN
AWARDED.**

The University of Utah
PLANNING, DESIGN & CONSTRUCTION

SUBCONTRACTORS LIST

FAX TO (801) 581-6081 Attention Heather Henderson, or
 EMAIL TO h.henderson@utah.edu

REDWOOD CLINIC NEW HVAC SYSTEM
 UNIVERSITY PROJECT NUMBER 22139

Caution: You must read and comply fully with instructions.

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #

We certify that:

1. This list includes all subcontractors as required by the instructions, including those related to the base bid as well as any alternates.
2. We have listed "Self" or "Special Exception" in accordance with the instructions.
3. All subcontractors are appropriately licensed as required by State law.

FIRM: _____

DATE: _____

SIGNED BY: _____

NOTICE: FAILURE TO SUBMIT THIS FORM, PROPERLY COMPLETED AND SIGNED, AS REQUIRED IN THESE CONTRACT DOCUMENTS, SHALL BE GROUNDS FOR THE UNIVERSITY'S REFUSAL TO ENTER INTO A WRITTEN CONTRACT WITH BIDDER. ACTION MAY BE TAKEN AGAINST BIDDERS BID BOND AS DEEMED APPROPRIATE BY THE UNIVERSITY. ATTACH A SECOND PAGE IF NECESSARY.

CONTRACTOR'S AGREEMENT

FOR: **REDWOOD CLINIC NEW HVAC SYSTEM**

THIS CONTRACTOR'S AGREEMENT, made and entered into this _____ day of _____, 20__, by and between THE UNIVERSITY OF UTAH PLANNING, DESIGN & CONSTRUCTION, hereinafter referred to as "University", and CONTRACTOR NAME, incorporated in the State of Utah and authorized to do business in the State of Utah, hereinafter referred to as "CONTRACTOR", whose address is: STREET, CITY, STATE, ZIP.

WITNESSETH: WHEREAS, the University intends to have Work performed at The University of Utah.

WHEREAS, Contractor agrees to perform the Work for the sum stated herein.

NOW, THEREFORE, the University and Contractor for the consideration provided in this Contractor's Agreement, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Work to be performed shall be in accordance with the Contract Documents prepared by VAN BOERUM AND FRANK ASSOCIATES entitled REDWOOD CLINIC NEW HVAC SYSTEM. The University of Utah General Conditions and Supplemental General Conditions for University of Utah Projects (both available at <https://pdc.utah.edu/homepage/construction/>), and the DFCM Supplemental General Conditions available on the DFCM website (all aforementioned documents referred to as "General Conditions"), are hereby incorporated by reference as part of this Agreement and included in the specifications for this Project. All terms used in this Contractor's Agreement shall be as defined in the Contract Documents, and in particular, the General Conditions.

The Contractor Agrees to furnish labor, materials, and equipment to complete the Work as required in the Contract Documents which are hereby incorporated by reference. It is understood and agreed by the parties hereto that all Work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of the University or its authorized representative. The relationship of the Contractor to the University hereunder is that of an independent Contractor.

ARTICLE 2. CONTRACT SUM. The University agrees to pay and the Contractor agrees to accept in full performance of this Contractor's Agreement, the sum of CONTRACT AMOUNT DOLLARS AND NO CENTS (\$ 0.00), which is the Base Bid and Additive Alternate(s) _____, and which sum also includes the cost of a 100% Performance Bond and a 100% Payment Bond as well as all insurance requirements of the Contractor. Said Bonds have already been posted by the Contractor pursuant to State law. The required proof-of-insurance certificates have been delivered to the University in accordance with the General Conditions before the execution of this Contractor's Agreement.

ARTICLE 3. TIME OF COMPLETION AND DELAY REMEDY. The Work shall be Substantially Complete no later than August 30, 2019. Contractor agrees to pay liquidated damages in the amount of **\$250** per calendar day for each day after expiration of the Contract Time until the Contractor achieves Substantial Completion in accordance with the Contract Documents, if Contractor's delay makes the damages applicable. The provision for liquidated damages is: a) to compensate the University for delay only; b) is provided for herein because actual damages cannot be readily ascertained at the time of execution of this Contractor's Agreement; c) is not a penalty; and d) shall not prevent the University from maintaining Claims for other non-delay damages, such as costs to complete or remedy defective Work.

No action shall be maintained by the Contractor, including its Subcontractors or suppliers at any tier, against the University or the State of Utah for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the University or its officers, employees or agents, except as expressly provided in the General Conditions. The Contractor may receive an extension of time, signed by the University, in which to complete the Work under this Contractor's Agreement in accordance with the General Conditions.

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of this Contractor's Agreement, the Conditions of the Contract (the University's General Conditions, University and DFCM Supplementary and other Conditions), the Drawings, Specifications, Addenda, and Modifications. The Contract Documents shall also include the bidding documents, including the Notice to Contractors, Instructions to Bidders, and the Bid, to the extent not in conflict therewith, and other documents and oral presentations that are documented as an attachment to the contract.

All such documents are hereby incorporated by reference herein. Any reference in this Contractor's Agreement to certain provisions of the Contract Documents shall in no way be construed as to lessen the importance or applicability of any other provisions of the Contract Documents.

ARTICLE 5. PAYMENT. The University agrees to pay the Contractor from time to time as the Work progresses, but not more than once each month after the date of Notice to Proceed, and only upon Certificate of the A/E for Work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and ninety-five percent (95%) of the value of materials furnished in place or on the site. The Contractor agrees to furnish to the University invoices for materials purchased and on the site but not installed, for which the Contractor requests payment and agrees to safeguard and protect such equipment or materials and is responsible for the safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

Such evidence of labor performed and materials furnished as the University may reasonably require shall be supplied by the Contractor at the time of request for Certificate of Payment on account. Materials for which payment has been made cannot be removed from the job site without the University's written approval. Five percent (5%) of the earned amount shall be retained from each monthly payment. The retainage, including any additional retainage imposed and the release of any retainage, shall be in accordance with UCA 13-8-5 as amended. Contractor shall also comply with the requirements of UCA 13-8-5, including restrictions of retainage regarding subcontractors and the distribution of interest earned on the retention proceeds. The University shall not be responsible for enforcing the Contractor's obligations under State law in fulfilling the retention law requirements with subcontractors at any tier.

ARTICLE 6. INDEBTEDNESS. Before final payment is made, the Contractor must submit evidence satisfactory to the University that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been properly paid. Final Payment will be made after receipt of said evidence, final acceptance of the Work by the University as well as compliance with the applicable provisions of the General Conditions.

Contractor shall respond immediately to any inquiry in writing by the University as to any concern of financial responsibility, and University reserves the right to request any waivers or releases or bonds from Contractor in regard to any rights of Subcontractors (including suppliers) at any tier or any third parties prior to any payment by University to Contractor.

ARTICLE 7. ADDITIONAL WORK. It is understood and agreed by the parties hereto that no money will be paid to the Contractor for additional labor or materials furnished unless a new contract in writing or a Modification hereof in accordance with the General Conditions and the Contract Documents for such additional labor or materials has been executed. The University specifically reserves the right to modify or amend this Contractor's Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work.

ARTICLE 8. INSPECTIONS. The Work shall be inspected for acceptance in accordance with the General Conditions.

ARTICLE 9. DISPUTES. Any dispute, PRE or Claim between the parties shall be subject to the provisions of Article 7 of the General Conditions. The University reserves all rights to pursue its rights and remedies as provided in the General Conditions.

ARTICLE 10. TERMINATION, SUSPENSION OR ABANDONMENT. This Contractor's Agreement may be terminated, suspended or abandoned in accordance with the General Conditions.

ARTICLE 11. UNIVERSITY'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE USE THEREOF. The University may withhold from payment to the Contractor such amount as, in University's judgment, may be necessary to pay just claims against the Contractor or Subcontractor at any tier for labor and services rendered and materials furnished in and about the Work. The University may apply such withheld amounts for the payment of such claims in University's discretion. In so doing, the University shall be deemed the agent of Contractor and payment so made by the University shall be considered as payment made under this Contractor's Agreement by the University to the Contractor. University shall not be liable to the Contractor for any such payment made in good faith. Such withholdings and payments may be made without prior approval of the Contractor and may be also be prior to any determination as a result of any dispute, PRE, Claim or litigation.

ARTICLE 12. INDEMNIFICATION. The Contractor shall comply with the indemnification provisions of the General Conditions.

ARTICLE 13. SUCCESSORS AND ASSIGNMENT OF CONTRACT. The University and Contractor, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to partners, successors, assigns and legal representatives of such other party with respect to all covenants, provisions, rights and responsibilities of this Contractor's

CONTRACTOR'S AGREEMENT
PAGE NO. 4

Agreement. The Contractor shall not assign this Contractor's Agreement without the prior written consent of the University, nor shall the Contractor assign any moneys due or to become due as well as any rights under this Contractor's Agreement, without prior written consent of the University.

ARTICLE 14. RELATIONSHIP OF THE PARTIES. The Contractor accepts the relationship of trust and confidence established by this Contractor's Agreement and covenants with the University to cooperate with the University and A/E, and use the Contractor's best skill, efforts and judgment in furthering the interest of the University to furnish efficient business administration and supervision, to make best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best and most expeditious and economic manner consistent with the interests of the University.

ARTICLE 15. AUTHORITY TO EXECUTE AND PERFORM AGREEMENT. Contractor and University each represent that the execution of this Contractor's Agreement and the performance thereunder is within their respective duly authorized powers.

ARTICLE 16. ATTORNEY FEES AND COSTS. Except as otherwise provided in the dispute resolution provisions of the General Conditions, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in any action in the District Court and/or appellate body to enforce this Contractor's Agreement or recover damages or any other action as a result of a breach thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contractor's Agreement on the day and year stated hereinabove.

CONTRACTOR:

Signature Date

Title: _____

Please type/write name clearly

Federal Identification Number

UNIVERSITY OF UTAH:

Signatures Date

TYPICAL PROJECT INSPECTIONS

Office of Building Official / Environmental Health & Safety

Office of Building Official (OBO)
<https://pdc.utah.edu/inspection-request/>

Environmental Health & Safety
 Phone (801) 585-9327
 FAX 585-7240

Notes:

1. Minimum of 24 hour notice is required for inspections.
2. Shaded boxes indicate jurisdiction.
3. The listed items refer to typical code required tests/inspections only, and do not eliminate the need to complete other tests/inspections required by specifications or Codes.

TYPICAL INSPECTION	OBO	EH&S
GENERAL PROVISIONS:		
GENERAL FIRE SAFETY - CHAPTER 3 IFC		
EMERGENCY PREPAREDNESS - CHAPTER 4 IFC		
FIRE SERVICE FEATURES - CHAPTER 5 IFC		
HOT WORK - CHAPTER 26		
FOOTINGS AND FOUNDATIONS:		
FORMS, REINFORCEMENT, & SETBACK PLACEMENT		
FOUNDATION WALL WEATHERPROOFING		
FIRE SUPPRESSION SUPPLY, UNDERGROUND FLUSH HYDRANT THRUST BLOCKING, HYDROSTATIC TEST		
SUBFLOOR:		
ELECTRICAL		
PLUMBING		
MECHANICAL		
ROUGH INSPECTIONS:		
ELECTRICAL		
PLUMBING		
MECHANICAL INCLUDING FIRE AND SMOKE DAMPERS		

FRAMING STRUCTURAL, FIRE RATED WALLS AND FIREPROOFING		
INSULATION		
FIRE ALARM		
FIRE SPRINKLER, HANGERS, HYDROSTATIC TEST & SEISMIC		
EXIT SYSTEM COMPONENTS		
SEISMIC CEILING		
FINAL INSPECTIONS:		
ELECTRICAL		
PLUMBING		
EYE WASH / SHOWER		
MECHANICAL		
FUME HOODS		
FIRE ALARM		
FIRE SPRINKLER		
FIRE RATED WALLS AND ASSEMBLIES		

SAMPLE PAST PERFORMANCE RATING EVALUATION

Date _____ Evaluator _____
Enter Today's Date (Mmmm dd, yyyy) Project Manager / Planner / F&E Coordinator)

Reference checked for _____
Name of A/E Firm or Contractor's Company

_____ *Firm / Company Phone* _____ *Fax* _____ *Name of Contact Person for this Project*

_____ *Enter Unifier Project Number* _____ *Name of this Project*

_____ *Project Completion (mm / yyyy)* \$ _____ *Final Agreement / Contract Amount* _____ *Evaluator's Title*

Rating Guideline	QUALITY OF PRODUCT OR SERVICES	COST CONTROL	TIMELINESS OF PERFORMANCE	BUSINESS RELATIONS
5 - Exceptional	A/E / Contractor has demonstrated an exceptional performance level in any of the above four categories that justifies adding a point to the score. A/E's / Contractor's performance clearly exceeds the performance levels described as "Very Good"			
4 - Very Good	A/E / Contractor is in compliance with contract requirements and/or delivers quality service or product.	A/E / Contractor is effective in managing costs and submits current, accurate, and complete billings.	A/E / Contractor is effective in meeting milestones and delivery schedule.	Responses to inquiries and technical / service / administrative issues are effective.
3 - Satisfactory	Minor inefficiencies/errors have been identified.	A/E / Contractor is usually effective in managing cost.	A/E / Contractor is usually effective in meeting milestones and delivery schedules.	Responses to inquires and technical / service / administrative issues are somewhat effective.
2 - Marginal	Major problems have been encountered.	A/E / Contractor is having major difficulty managing cost effectively.	A/E / Contractor is having major difficulty meeting milestones and delivery schedule.	Responses to inquires and technical / service / administrative issues are marginally effective.
1 - Unsatisfactory	A/E / Contractor is not in compliance and is jeopardizing achievement of contract objectives.	A/E / Contractor is unable to manage costs effectively.	A/E / Contractor delays are jeopardizing performance of contract objectives.	Responses to inquires and technical / service / administrative issues are not effective.

Rate the Following:	Rating 1 - 5 (5 = Highest)	Comments
Quality of Service or Product	<i>Enter 1 - 5</i>	<i>Enter Comment(s) Justifying Rating of Quality of the End Product as Compared to Contract Requirements</i>
Cost Control	<i>Enter 1 - 5</i>	<i>Enter Comment(s) Justifying Rating of Effectiveness of Cost Management</i>
Timeliness of Performance	<i>Enter 1 - 5</i>	<i>Enter Comment(s) Justifying Rating of Compliance to Contractual Milestones and Delivery Schedule</i>
Business Relations	<i>Enter 1 - 5</i>	<i>Enter Comment(s) Justifying Rating of Effectiveness of Response(s) to Technical / Service / Administrative Inquiries</i>
OVERALL RATING	<i>Enter 1 - 5</i>	