



Central Valley Water  
Reclamation  
Facility

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# Security Guard Services

*for the*

*Central Valley Water Reclamation Facility*

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Bid Form and Bidder's Proposal, Scope of Work, Agreement, and  
General Conditions

**February 10, 2020**

CENTRAL VALLEY WATER  
RECLAMATION FACILITY

REQUEST FOR PROPOSAL

FOR

SECURITY GUARD SERVICES

800 WEST CENTRAL VALLEY ROAD  
SALT LAKE CITY UT 84119

Bids will be received at the office of the Central Valley Water Reclamation Facility located at 800 West Central Valley Road until 2:00 p.m. on Tuesday, March 10, 2020. Questions regarding this proposal shall be directed in writing to Justin Zollinger at [zollingerj@cvwrf.org](mailto:zollingerj@cvwrf.org).

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## **INSTRUCTIONS TO BIDDERS**

### **1. DEFINED TERMS:**

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids). "Owner" means the Central Valley Water Reclamation Facility.

### **2. COPIES OF BIDDING DOCUMENTS:**

- 21 Complete sets of the Bidding Documents may be obtained from Owner.
- 22 Complete sets of Bidding Documents must be used in preparing Bids; Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 23 Owner in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

### **3. QUALIFICATIONS OF BIDDERS:**

To demonstrate qualifications to perform the Work, each Bidder must:

- 3.1 Have been in the business of providing security services similar to those detailed in this request for proposal (RFP) for at least ten (10) years.
- 3.2 Provide a minimum of five (5) references outlining previous experience and contact information.
- 3.3 Provide evidence of Bidder's qualifications to legally do business in the jurisdiction (State of Utah) where the Project is located.

### **4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:**

- 4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local laws, ordinances, rules and regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Owner of all conflicts, errors or discrepancies in the Contract Documents.

42 The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of performance as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**5. INTERPRETATIONS AND ADDENDA:**

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to Owner (Justin Zollinger at [zollingerj@cvwrf.org](mailto:zollingerj@cvwrf.org)). Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed, faxed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

**6. BID SECURITY:**

6.1 There is no bid security required for this bid.

**7. CONTRACT TIME:**

The contract will begin from the effective date of the agreement through December 31, 2020. Contract is extendable per the terms of the Agreement.

**8. LIQUIDATED DAMAGES:**

Section Not Used

**9. SUBSTITUTE SERVICES, MATERIAL, AND EQUIPMENT:**

Section Not Used

**10. SUBCONTRACTORS, SUPPLIERS AND OTHERS:**

Section Not Used

**11. BID FORM:**

- 11.1 The Bid Form is included with the Bidding Documents.
- 11.2 All pertinent blanks on the Bid Form must be completed in ink or typed.
- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 11.7 The address and telephone number for communications regarding the Bid must be shown.

## **12. SUBMISSION OF BIDS:**

Bids shall be submitted at the time and place indicated in the Advertisement and shall be enclosed in an opaque sealed envelope, marked with the Project title and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the following notation on the face of it.

"BID ENCLOSED – SECURITY GUARD SERVICES"

Prospective Bidders are furnished one copy of the Bidding Documents with one each of the Bid Form. The Bidding Documents may be retained by the Bidder. The Bid Form is to be completed and submitted to the Owner.

## **13. MODIFICATION AND WITHDRAWAL OF BIDS:**

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, that Bidder will

be disqualified from further bidding on the Work to be provided under the Contract Documents.

**14. OPENING AND EVALUATION OF BIDS:**

Bids will be opened and evaluated by the Owner in accordance with Central Valley Water Reclamation Facility’s procurement policy. A public bid opening will not be held. After a selection is made, a summary of the bids will be made available to bidders.

Proposals will be rated on the following criteria:

1. Bidder Qualifications	25 points
2. References	15 points
3. Base Bid: Monthly	30 points
4. Bid Alternate: Hourly Rates	<u>30 points</u>
	<b>100 points (Total Available)</b>

**15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE:**

All Bids shall remain subject to acceptance for forty-five days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid.

**16. AWARD OF CONTRACT:**

- 16.1 Owner reserves the right to reject any and all Bids, to waive any and all irregularities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies between the Unit Price in figures and the Unit Price in words will be resolved in favor of the Unit Price in words. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form, but Owner may accept them in any order or combination.
- 16.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may

consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

- 164 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 165 If the contract is to be awarded, it will be awarded to the highest scoring Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Project and the Central Valley Water Reclamation Facility.
- 166 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within five days after approval is given at the meeting of the Board of Trustees.

**17. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:**

Section Not Used. There will be no payment or performance bond required.

**18. SIGNING OF AGREEMENT:**

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by two unsigned counterparts of the Agreement and all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver two counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Contractor.

**19. LICENSE REQUIREMENTS:**

All Bidders must obtain and maintain during the Agreement all necessary licenses, permits and certificates required by the State of Utah and Division of Occupational and Professional Licensing for the provision of services under the Agreement including a business license. Guards onsite need to have successfully passed a background check.

## **SCOPE OF WORK**

### **1. GENERAL**

The Central Valley Water Reclamation Facility owns and operates a wastewater treatment plant located at 800 West Central Valley Road, Salt Lake City, Utah. The plant consists of numerous buildings, tanks, clarifiers, underground tunnels, treatment plant process equipment, and heavy construction related equipment (rolling stock). The plant is undergoing a large, multi-year construction project where much of the treatment plant process is being replaced. Construction is currently underway with significant projects ramping up in 2020 with anticipated completion by mid-2024.

The Central Valley Water Reclamation Facility is desirous of entering into a Contract with a professional security services contractor for providing security guard services for construction of the treatment plant during primarily staffed, working hours and occasionally non-staffed hours. During working hours, Security contractor will provide site access control and act as a coordinator for equipment and material deliveries for the General Contractors working onsite. Security contractor will primarily staff a guard booth located at the South entrance to the facility (see attached map – Plant Site Logistics). The Security contractor will be required to have knowledge of the plant layout, location of construction projects underway and a good working relationship with the General Contractors, Construction Manager and plant staff.

### **2. REQUIREMENTS**

#### **A. Safety Orientation and Facility Knowledge**

All Security contractors working onsite will be required to attend a 45-minute safety orientation. In addition, Security contractors will be required to become familiar with Central Valley Water Reclamation Facility's policy and procedures including:

1. Disaster Manual
2. Emergency Response Procedures
3. Emergency Contact Numbers

#### **B. Guard Alertness**

Security contractor shall maintain a secure plant environment. Security contractor personnel on duty shall remain alert at all times and shall be alert to any unusual noises, odors or smoke which may be indicative of an emergency or some untoward incident occurring on CVWRF property.

#### **C. Incident Reporting**

The Security contractor on duty shall be responsible for notifying the appropriate personnel (Operations – Control Room) when an incident occurs. Additionally, the Security contractor will immediately notify the Health and Safety Manager for any safety related incidents and provide information for a report detailing the circumstances surrounding the incident.

D. "Badge-in" Log

At the height of construction, approximately 200 construction personnel per day are anticipated to be entering the facility. Owner will provide Contractor personnel with a security and photo ID badge. A computerized log will be maintained at the Guard booth at the construction entrance (South gate). Security contractors will assure that all personnel "badge-in" prior to entering the facility. Personnel that do not have a badge or, whose badges have been revoked will not be allowed access to the plant.

E. Equipment and Materials Coordination

Security contractor will be the initial point of contact for trucks, equipment and materials deliveries entering the jobsite. As such, the Security contractor will need to direct where deliveries are occurring and contact the General Contractors and/or Construction Manager to inform of deliveries. A log of equipment and material deliveries should be made and sent weekly to the onsite Construction Manager.

F. Rounds

During slower periods and as time allows, Security contractor will make at least two rounds of the Contractor Parking Lot Area. During each round, Security contractors will check for unauthorized persons, that vehicles haven't been tampered with and that equipment and materials are not leaving the jobsite. The security of personal valuables is the responsibility of the vehicle owner. The Parking Lot area and construction entrance will be under constant CCTV supervision.

G. End of Shift Procedures

- a. Security contractor shall complete a narrative report detailing all incidents occurring during his/her time of duty. In the event nothing significant has occurred during the shift, the report will so indicate. Weekly reports will be sent to Operations.
- b. Security contractor will secure the Guard booth by securing all windows, locking the door and turning off non-essential lights and ancillary devices.

H. Firearms (Unarmed only)

Firearms or other weapons will not be carried by security personnel at any time.

I. Uniforms

Uniforms will be at the Security contractor's expense. Steel toe boots and a high visibility vest are a requirement and must always be worn while on the plant site.

J. Equipment

Central Valley Water Reclamation Facility will provide the Guard booth (heated and cooled), radio for contracting Operations, CCTV camera displays and computer/login badge system. Security contractor will need to provide transportation to and from the work site, a mobile phone and all other safety or related equipment to perform their duties as described herein.

### **3. Reporting**

Security contractor will make the following weekly reports:

- Incident Reporting
- Badge-in Log
- Equipment and Materials Delivery

Reports will be submitted to Operations, Construction Manager, and when required, the Health and Safety Manager.

# Plant Site Logistics



**BID FORM AND BIDDER'S PROPOSAL**

Project: Security Guard Services

**THIS BID IS SUBMITTED TO:**

Central Valley Water Reclamation Facility  
800 West Central Valley Road  
Salt Lake City, Utah 84119

Bid Due: 2:00 p.m. on Tuesday, March 10, 2020

1. The undersigned Bidder proposes and agrees, if the Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work (which includes providing services or equipment) as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all terms and conditions of the Instructions to Bidders, Scope of Work and Agreement.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A. Bidder has examined copies of all the Contract Documents and of the following addenda (receipt of all which is hereby acknowledged):

Date \_\_\_\_\_ Number \_\_\_\_\_

Date \_\_\_\_\_ Number \_\_\_\_\_

Date \_\_\_\_\_ Number \_\_\_\_\_

B. Bidder has become familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations (federal, state, and local laws, ordinances, rules and regulations) that in any manner may affect cost, progress, performance, or furnishing of the Work.

C. Bidder has studied carefully all reports and drawings of physical conditions which are identified in the Contract Documents.

D. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

E. Underground Facilities. Section Not Used.

- F. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
  - G. Bidder has given Owner written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Bidder.
  - H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
4. Communications concerning this Bid shall be addressed to the address of Bidder indicated below.

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BIDDER'S NAME

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ADDRESS

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TELEPHONE NUMBER	EMAIL
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- 5. The terms used in this Bid which are defined in the General Conditions included as part of the Agreement have the meanings assigned to them in the General Conditions.
- 6. Quantities are approximate and are for comparison of bids only. Payments will be based upon actual quantities furnished, installed and/or constructed in accordance with the Contract Documents. The Owner reserves the right to add or take away quantities as it deems necessary.
- 7. By submitting a bid, Bidder agrees to waive any claim it has or may have against the Owner and its employees, arising out of or in connection with the administration, evaluation or recommendation of any bid.

## BID FORM

See the Scope of Work for a complete description of the requirements of the Security Contractor.

### Base Bid Schedule - Monthly:

ITEM NO.	DESCRIPTION	LUMP SUM BID PRICE
1	Security Guard Services, Uniformed and Unarmed, Weekdays (M-Th), 6:00 a.m. to 4:30 p.m. Monthly.	\$_____ /month

Based Bid, Total Monthly Price In Words: \_\_\_\_\_

### Bid Alternates - Hourly Rate Schedule:

ITEM NO.	DESCRIPTION	HOURLY RATE
2	Security Guard Services, Uniformed and Unarmed, Weekdays (F), 6:00 a.m. to 4:30 p.m.	\$_____ /hr In Words: _____
3	Security Guard Services, Uniformed and Unarmed, After-Hours (M-F), 4:30 p.m. to 6:00 a.m.	\$_____ /hr In Words: _____
4	Security Guard Services, Uniformed and Unarmed, Weekends (Sat – Sun), 6:00 a.m. to 4:30 p.m.	\$_____ /hr In Words: _____
5	Security Guard Services, Uniformed and Unarmed, Federal Holidays, 6:00 a.m. to 4:30 p.m.	\$_____ /hr In Words: _____

8. OWNER'S RIGHTS RESERVED: The undersigned understands that the Owner reserves the right to reject any or all Bids or to waive any irregularity or technicality in any Bid in the interest of the Owner.

9. SUBMITTED on \_\_\_\_\_, 2020.

If Bidder is:

An Individual

By \_\_\_\_\_

(Print or type individual's name under signature)

(SEAL)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email.: \_\_\_\_\_

A Partnership

By \_\_\_\_\_

(Firm Name)

\_\_\_\_\_  
(Print or type general partner's name under signature)

Business address: \_\_\_\_\_

\_\_\_\_\_  
Phone No. \_\_\_\_\_ Email.: \_\_\_\_\_

**NOTICE OF AWARD**

Dated: \_\_\_\_\_, 2020

TO:

ADDRESS:

PROJECT: Security Guard Services

CONTRACT FOR: Central Valley Water Reclamation Facility

You are notified that your Bid dated \_\_\_\_\_, 2020 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the Project.

The Contract Price of your contract is: \$ \_\_\_\_\_ / Month.

Hourly Rates for additional hours are as set forth in the Bid Form.

Two copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by \_\_\_\_\_, 2020

1. You must deliver to the Owner two fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement, the Certificates of Insurance as specified in the Instruction to Bidders, and General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

**CENTRAL VALLEY WATER  
RECLAMATION FACILITY**

By:(Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**ACCEPTANCE OF AWARD**

\_\_\_\_\_  
Contractor

By: (Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## **AGREEMENT**

THIS AGREEMENT is entered into as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2020 by and between CENTRAL VALLEY WATER RECLAMATION FACILITY (hereinafter called Owner) and \_\_\_\_\_ (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **Article 1. WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Furnish all labor and equipment to provide security guard services per the Scope of Work.

### **Article 2. CONTRACT TIME**

This Agreement shall remain in full force and effective from the effective date of the agreement through December 31, 2020. At the end of the contract, and if agreeable by both parties, the contract may be extended annually, for up to four additional years providing that the Contractor is in good standing and that the Owner's Board of Trustees ratifies the budget each year. Any proposed increase in the cost of services for any contract time extension shall not exceed the most recent September Consumer Price Index.

### **Article 3. CONTRACT PRICE**

Owner shall pay contractor for Security Guard Services in accordance with the Contract Documents based on the prices bid.

### **Article 4. PAYMENT PROCEDURES.**

Contractor shall submit an invoice for Security Guard Services by the fourth of the month for the preceding month.

- (a) Owner shall pay the Contractor the price as provided in this contract. After each month the Contractor shall invoice the Owner for the amount specified in this Agreement.
- (b) The Owner shall have the right to deduct the following amounts from monthly payment for tasks not performed:
  1. Missed or late time (exceeding 10 minutes) calculated at 1-hour increments.
  2. Any overtime incurred by Owner staff due to guard being late or not showing up (charged at \$100/hour).

**Article 5. LICENSES AND INSURANCE**

- 5.1 Contractor shall carry during the term of this agreement, all licensing required by local, state, and federal regulations, the Utah Division of Occupational & Professional Licensing and a Utah business license (including background checks by the Contractor).
- 5.2 Contractor shall have during the term of this agreement, liability insurance to cover Guard service employees and damage or theft caused by Guard Service employees to Owner vehicles, facilities, and property. Insurance coverage shall be as specified in GENERAL CONDITIONS.

**Article 6. INTEREST**

All moneys not paid when due as provided in the General Conditions shall bear interest at a rate of 5 percent per annum.

**Article 7. CONTRACTOR'S REPRESENTATIONS**

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- 7.1. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations (federal, state, and local laws, ordinances, rules and regulations) that in any manner may affect cost, progress or performance of the Work.
- 7.2. Contractor has given Owner written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Contractor.

**Article 8. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

- This Agreement
- Notice of Award
- General Conditions
- Scope of Work
- Contractor 's Bid
- The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**Article 9. MISCELLANEOUS**

- 9.1.** Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 9.2.** No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3.** Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

**Article 10. IDEMNITY**

Contractor shall indemnify Owner against all damages, injuries, costs, and all other liabilities resulting from the actions of its employees during the performance of their duties as required by the contract documents.

**Article 11. OTHER PROVISIONS**

Section Not Used.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in two counterparts. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

This Agreement will be effective on \_\_\_\_\_

**Owner**

**Contractor**

CENTRAL VALLEY WATER  
RECLAMATION FACILITY

\_\_\_\_\_  
BY:

\_\_\_\_\_  
BY:

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE  
(CORPORATE SEAL)

ATTEST:  
\_\_\_\_\_

ATTEST:  
\_\_\_\_\_

\_\_\_\_\_  
BY:

\_\_\_\_\_  
BY:

## GENERAL CONDITIONS

### 1. Definitions

- A. "Contract" means the contract entered into between the Owner and the Contractor, It includes the forms of Bid, the Certifications, Representations, and Other Statements of Bidders, these General Conditions of the Contract for Construction any special conditions included elsewhere in the contract. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- B. "Contracting Officer" means the person delegated the authority by the Owner to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing, The Contracting Officer shall be deemed the authorized agent of the Owner in all dealings with the Contractor.
- C. "Contractor" means the person or other entity entering into the contract with the Owner to perform all of the work required under the contract.
- D. "Owner" means Central Valley Water Reclamation Facility.
- E. "Project" means the entire project, the work for which is provided for in whole or in part under this contract.
- F. "Work" means all labor, materials, workmanship, and manufacture and fabrication of components.

### 2. Contractor's Responsibility for Work

- A. The Contractor shall furnish all necessary labor, materials, tools, equipment, fees, and transportation necessary for security guard services.

- B. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others, The Contractor shall hold and save the Owner, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

### 3. Services, Materials and Workmanship

All services, materials, and workmanship supplied during the duration of the Agreement shall comply with all the latest specified standards for the corresponding industry profession, trade, or organization type.

### 4. Permits and Codes

- A. The contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations.
- B. The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work.

### 5. Health, Safety, and Accident Prevention

- A. In performing this contract, the Contractor shall:
  - 1. Ensure that no worker shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by any governmental agency;
  - 2. Protect the lives, health, and safety of other persons;
  - 3. Prevent damage to property, materials, supplies, and

- equipment; and,
4. Avoid work interruptions.
- B. For these purposes, the Contractor shall:
1. Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
  2. Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- C. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 904.
- D. The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action.
- E. The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the Owner direct as a means of enforcing such provisions.
6. **Temporary Buildings and Transportation of Materials**  
The Contractor shall, as directed by the Contracting Officer, use only established roadways.
  7. **Prohibition against Liens**  
The Contractor is prohibited from placing a lien on the Owner's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.
  8. **Contract Period**  
The Contractor shall provide security guard services under this contract within the time schedule established in the Agreement issued by the Contracting Officer.
  9. **Order of Provisions**  
In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail. In the event of a conflict between these General Conditions and the Contract, the terms of the Contract shall prevail.
  10. **Payments**  
A. The Owner shall pay the Contractor the price as provided in this contract. After each Month the Contractor shall invoice the Owner for the amount bid in the Agreement.
  11. **Contract Modifications**  
A. Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

- B. The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the Owner address). All other contract modifications shall be in the form of supplemental agreements signed by the Supplier and the Contracting Officer.

12. **Disputes**

- A. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- B. All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- C. All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Owner against the Contractor shall be subject to a written decision by the Contracting Officer.
- D. The Contracting Officer shall, within 60 (unless otherwise indicated) days

after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

- E. The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to the Board of Trustees, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within thirty (30) days unless otherwise indicated after receipt of the Contracting Officer's decision.
- F. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

13. **Default**

- A. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, the Owner may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Owner resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Owner in completing the work.
- B. The Contractor's right to proceed

shall not be terminated or the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the Owner or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the Owner, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
2. The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

- C. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations

of the parties will be the same as if the termination had been for convenience of the Owner.

#### 14. Termination for Convenience

- A. The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- B. If the performance of the work is terminated, either in whole or in part, the Owner shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the Owner of a properly presented claim setting out in detail:
  1. The total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor.
- C. The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- D. Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

#### 15. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the Owner under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

16. **Insurance**

- A. Contractor shall maintain during the life of the Agreement the following minimum insurance:
  - 1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
  - 2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
  - 3. Statutory worker's compensation and employers' liability insurance as required by state law.

Owner shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Owner within a 30-day written notice in the event the above policies are cancelled.

- B. All insurance shall be carried with companies which are financially responsible and admitted to do business in the State of Utah. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

17. **Subcontracts**

- A. Definitions. As used in this contract -
  - 1. "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a

subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

- 2. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- B. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- C. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the Insurance and conditions of this contract insofar as they are applicable to the work of subcontractors.
- D. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Owner.

18. **Equal Employment Opportunity**

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- B. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap.

19. **Interest of Members, Officers, or Employees and Former Members, Officers, or Employees**

No member, officer, or employee of the Owner, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.