



Invitation to Bid

For

Palmer Court Parking Lot Re-Solicitation

Dog Run Installation

Camera System Upgrade

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Section 1

General Information

Background

The Road Home is a private nonprofit social services agency that assists individuals and families experiencing homelessness in Salt Lake County and along the Wasatch Front. Palmer Court consists of 201 units of permanent supportive housing that is owned by Shelter the Homeless and operated by The Road Home. Palmer Court serves individuals and families with a former history of chronic homelessness.

The Road Home is seeking qualified, licensed, and insured contractors to bid on the provision and installation of the following:

1. 72141 – Paving service including highway paving and road paving and infrastructure building services and parking lot and surfacing services.
2. 72102 – Facilities sitework including landscaping services.
3. 72151 – Mechanical work including camera system updates.

The Road Home anticipates replacement and/or repair of the entire parking lot within the next two calendar years. The Road Home will procure paving services as funding allows. At this time, funds are anticipated to allow for approximately 7,300 square feet and 1,480 linear square feet of parking lot/curb/waterway repair and/or replacement.

The Road Home anticipates funding to allow for the procurement and installation of a dog run including chain-link fencing, dog waste station, benches and a watering station.

The Road Home anticipates funding to allow for the procurement and installation of updated camera system including motion-censored, night vision and high definition cameras.

The contractor shall provide a fixed lump sum bid including all permits, fees, material, labor, equipment, testing, fees, permits, taxes, etc. to complete the work.

The contractor shall itemize the bid in a manner in which The Road Home can determine the proposed cost for each line item.

Contractors do not need to submit bids for all 3 projects. Separate bids will be accepted for each project.

Please refer to the checklist below of items that must be submitted through U3P:

1. Attendance at the pre-bid meeting is mandatory;
2. Completed itemized bid form (Section 5);
3. A statement of qualifications, including references from 3 recent projects;
4. A preliminary proposed schedule for the work showing duration and manpower loading;

5. A copy of your ACCORD Certificate of Insurance; and
6. A copy of your Business and Contractors License.

Mandatory Pre-Bid Meeting

Contractors, or a company representative, are required to attend a mandatory pre-bid meeting on *Tuesday, September 27 at 1:30pm*. We will meet in the Palmer Court lobby off of Main Street. This will include a walk-through, and the ability to ask questions. Offeror must attend in person the Mandatory Pre-Bid Meeting. The meeting will begin promptly at 1:30pm. Failure to attend the site visit shall result in the disqualification of any bidder that does not have an authorized representative attend the entire duration of the mandatory site visit.

Nature of Invitation for Bid

It is the intent of The Road Home to make necessary updates and renovations to the Palmer Court property parking lot, outdoor space, and camera system.

See the proposed scope of work in Exhibit A and Geotechnical Investigation Report in Exhibit B.

Schedule

Publish Bid:	<i>Monday, September 12, 2022, 12:00pm MST</i>
Mandatory Pre-Bid:	<i>Tuesday, September 27, 2022, 1:30pm MST – meet in the lobby on the Main Street side 999 South Main Street, Salt Lake City, UT 84111</i>
Deadline for Questions:	<i>Friday, September 30, 5:00pm MST via U3P Portal</i>
Answers to questions:	<i>Tuesday, October 4, 5:00pm MST</i>
Bid Due:	<i>Friday, October 7, 9:00am MST</i>
Bid Opening:	<i>Friday, October 7, 11:00am MST 999 South Main Street, Salt Lake City, UT 84111</i>

Project Location

999 South Main Street
Salt Lake City, UT 84111

Information Contact

Questions regarding this IFB need to be submitted through the U3P portal here purchasing.utah.gov/currentbids. The event number is GJ23-8.

Bids will be received until Friday, October 7, at 9:00am MST on U3P. All bids must be submitted online. It is the sole responsibility of the Bidder to submit the bid before the scheduled time. Any questions regarding how to use the U3P program, including how to submit a bid, download and upload documents, etc. should be directed to scquestadmin@utah.gov or call the U3P supplier support at 1-800-233-1121. Under no circumstances should bidders contact The Road Home.

In order to access the State of Utah's procurements online, you must register as a vendor on the U3P website, which is located at the following address:

<http://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=StateofUtah>.

Registration, email notifications, and electronic responses for all sourcing events are free under the State of Utah contract with U3P. Registration with the Utah Supplier Portal is limited to procurements conducted by the State of Utah and its political subdivisions.

Section 2

Instructions to Bidders

1. Defined Terms

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, 1910-8-A-1 or 1910-8-A-2 (2007 edition) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner through the U3P portal, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest responsive, qualified and responsible Bidder to whom TRH (on the basis of TRH's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement of Invitation to Bid, Instructions to Bidders, the Bid Form, and proposed Contract Documents (including all Exhibits and Addenda issued prior to receipt of bids.

2. Bidding Documents

Complete sets of Bidding Documents in the number stated in the Invitation to Bid may be obtained on Utah Public Procurement Portal ("U3P"). Complete sets of Bidding Documents shall be used in preparing bids; TRH does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must submit with the Bidding Documents financial data, previous similar experience of the Bidder and its supervisory employees that will be assigned to the Project, present commitments and other such data as may be called for below. Each bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site

Vendor must attend the Mandatory Pre-Bid and Walkthrough meeting held at Palmer Court. 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 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; (e) notify TRH of all conflicts, errors, or discrepancies in the Contract Documents; and (f) attend the mandatory pre-bid conference.

Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain such examinations, tests, and data concerning conditions at the site which may affect cost, progress, performance, and furnishing of the Work and which Bidder determines

necessary to determine its Bid for performing and furnishing of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

The submission of a Bid will constitute an incontrovertible representation by 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 Contract Documents, and such means, methods, techniques, sequences, or procedures or construction 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 of the work.

5. Interpretations and Addenda

All questions about the meaning or intent of the Contract Documents must be directed to U3P. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda posted on U3P. Questions received less than 6 days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Addenda may also be issued to modify the Bidding Document as deemed advisable by TRH.

6. Contract Time

The number of days within which the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

7. Liquidated Damages

Liquidated damages for this portion of the work is \$500.00 per calendar day.

8. Substitute or "Or-Equal" Items

The Contract, if awarded, will be on the basis of materials and equipment specified in the Bid Form. Contractor may use substitute or "or-equal" items as they deem appropriate.

9. Subcontractors, Suppliers, and Others

Each Bidder shall submit to TRH a list of all Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work. Such list shall be accompanied by an experience statement containing pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization if requested by TRH. If TRH after due investigation has reasonable objection to any proposed Subcontractor, Supplier, or other person or organization, TRH may before the Notice of Award is given request that the apparent Successful Bidder to submit an acceptable substitute, that Bidder's Bid price will be increased (or decreased) by the different in cost occasioned by such substitution and TRH may consider such price adjustment in evaluating Bids and making the contract award. Reasonable objections for this purpose are limited to federal debarment status,

revocation or expiration of state licensure, or other regulatory or legal criteria that does not allow TRH to move forward per funding regulations.

If apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but their declining to make any such substitution, TRH may award the contract to the next Bidder that proposes to use acceptable Subcontractors, Supplier, other person or organization listed to whom TRH does not make written objection prior to giving of the Notice of Award and will be deemed acceptable to TRH to revocation of such acceptance after the Effective Date of the Agreement. No Contractor shall be required to employ any Subcontractor, Supplier, or other person or organization against whom Contractor has reasonable objection.

10. Bid Form

The Bid Form is included with the Bidding Documents; additional copies may be obtained on U3P. All blanks on the Bid Form must be filled in ink, printer, or electronically. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

Bids must be signed by the appropriate individual given the legal structure of the Bidder. Bids must be priced on a lump sum basis for the base contract and include a separate price for each alternative described in the Specifications as provided for in the Bid Form. The price of the Bid for each alternative will be the amount to be added to or deducted from the price of the base Bid if TRH selects the alternative. The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents.

11. Submission of Bids

All bids must be submitted online at U3P. It is the sole responsibility of the Bidder to submit the Bid before the scheduled time. Any questions regarding how to use the U3P program, including how to submit a bid, download and upload documents, etc. should be directed to sciquestadmin@utah.gov or call the U3P supplier at 1-800-233-1121. If you choose to call, please inform U3P support that you are registering under the State of Utah's Supplier Portal.

12. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with TRH and promptly thereafter demonstrates to the reasonable satisfaction of TRH that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw their Bid. Thereafter, that Bidder is disqualified from further bidding on the Work to be provided under the Contract Documents.

13. Bid Opening

Bids will be opened and read aloud publicly at the time and location indicated in the Invitation to Bid. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

14. Selection Criteria

This project will be awarded based on the lowest responsive, qualified and reasonable bid.

15. Award of Contract

TRH reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, or conditional Bids. TRH reserves the right to reject the Bid of any Bidder if TRH 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 TRH. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, TRH will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, or other data, as may be requesting in the Bid Form or prior to the Notice of Award.

TRH 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 or organizations is requested by TRH. TRH also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation into the Work when such data is required to be submitted prior to the Notice of Award.

TRH may conduct such investigations as TRH deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and other persons or organizations to perform and furnish the Work in accordance with the Contract Documents to TRH's satisfaction within the prescribed time. If the contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder whose evaluation by TRH indicates to TRH that the award will be in the best interest of TRH.

18. Signing of Agreement

When TRH gives a Notice of Award to the Successful Bidder, it will be accompanied by an unsigned counterpart of the Agreement and all other Contract Documents. Within ten days Contractor shall deliver the signed counterparts of the Agreement and Contract Documents to TRH.

Section 3

Contract Requirements

Contractor

The agency does not award any contracts until the prospective contractor/successful offeror has been determined to be responsible. A responsible bidder/offeror:

- a) Has adequate financial resources to perform the contract or the ability to obtain them.
- b) Has current liability insurance in limits specified by the contract from a company acceptable to the United States Government and authorized to do business in the State of Utah.
- c) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder/offeror's existing commercial and government business commitments
- d) Has a satisfactory performance record.
- e) Has a satisfactory record of integrity and business ethics.
- f) Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them.
- g) Has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.
- h) Is otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being suspended, disbarred, or otherwise ineligible to participate in Federal procurement and programs.

NOTICE - Federally Financed Community Development Project

This project will be a FEDERALLY FINANCED COMMUNITY DEVELOPMENT PROJECT. All rules and regulations governing such project will be applicable. The contract is to be awarded to the lowest responsible and responsive bidder, whose bid meets the requirements and criteria set forth in the request for bids. Requirements for prevailing wage rates and certified payrolls apply as it is subject to Davis-Bacon Act.

Salt Lake City *strongly encourages* that employment and other economic activities generated by HUD-assisted projects, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

All prime contractors participating in this project must have a Data Universal Numbering System (DUNS) number and be registered on the federal System for Award Management (SAM) at sam.gov. They are also responsible for ensuring all subcontractors for this project have not been debarred.

Insurance

Generally accepted insurance limits:

General Liability = \$2,000,000 general policy aggregate with \$1,000,000 per occurrence.

Products Completed Aggregate= \$2,000,000.

Auto Liability = \$1,000,000.

Workman's Comp = \$1,000,000.

Professional Liability = \$1,000,000.

Insurance must cover all subcontractors.

Insurance policy to name the following as additional insured:

The Road Home

STH II, LLC

Salt Lake City

Change Orders

It is unlikely that this project would expect to receive any change orders, but if one should occur, the contractor shall notify the owner immediately and provide pricing within two days. The contractor must obtain written authorization to proceed with any change order. The contractor shall provide a complete line-item breakdown of all costs associated with the change order including material quantity, material cost, labor quantity and labor rates, equipment expenses, taxes, overhead, profit, etc. The Road Home and Salt Lake City reserve the right to audit the contractor and their suppliers for all related invoices and documentation should The Road Home dispute a change order.

Section 4

Response

Bid Submission

The bid submission shall be submitted as per the schedule above. The bid submission shall contain a fixed lump sum amount.

Also submit:

- A Statement of Qualifications, including references.
- A preliminary proposed schedule for the work showing duration and manpower loading.
- A copy of your ACCORD Certificate of Insurance.
- A copy of your Business and Contractors License.

The bid shall be submitted:

Bids shall be submitted to the U3P portal here: purchasing.utah.gov/currentbids.

Selection

The Road Home reserves the right to select the contractor based on the lowest responsive and responsible bidder. Failure to meet or include any requirements outlined above may deem a bid unresponsive and disqualify it.

Section 5

Bid Form

Project Identification:

Palmer Court Parking Re-Solicitation, Dog Run Installation, and
Camera System Upgrade

This Bid is Submitted to:

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents for the Contract Price and within the Contracted Time indicated in this bid and in accordance with other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for 45 days after the day of the Bid opening. BIDDER will sign and submit the agreement with the Bonds and other documents required by the Bidding Requirements within five days after the date of TRH's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined and carefully studied the Bidding Documents, Exhibits and Addenda;
 - b. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.
 - c. BIDDER is familiar with and is satisfied to all federal, state, and local laws and Regulations that may affect cost, progress, performance, and furnishing of the work.
 - d. 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 the conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain itself any advantage over any other Bidder or over TRH.
4. BIDDER will complete the work for the prices shown on the attached Bid Schedule. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and determination of initial Contract Price in accordance with the General Conditions. Other items of work defined in the specifications and/or drawings, but not listed in the Bid Schedule shall be paid for under the bid items listed to which it is related. Final payment will be based on actual quantities for unit price items and bid price for lump sum items. Bidder

shall make no claims for anticipated profits or additional compensation for any increase or decrease in quantities.

- a. Elimination of Work: It is understood that TRH shall have the right to eliminate portions of the work, should it decide it is in its best interest to do so.

5. BIDDER will complete the Work in accordance with the Contract Documents for the following prices:

Bid Form

Shall include all work for the Palmer Court Parking Lot, Dog Run and Camera System including but not limited to the resurfacing of existing parking lot and concrete repair within parking lot; installation of a chain-link fence with a gate around existing sprinklers, dog waste station, steel bench, and watering stations; installation of 4 new motion-censored, night vision, and high definition cameras utilizing existing DVR system; removal and proper disposal of all waste and materials, and all other items necessary to complete the work as described.

Item	Description	Unit	Quantity	Unit Cost	Total
1	Resurface and/or repair of asphalt parking lot	Sq. Ft.	7,300		
2	Repair and/or replacement of concrete waterways and curb	L.F.	1,480		
3	Procurement and installation of chain-link fence with gate	Sq. Ft.	450 (approx.)		
4	Procurement and installation of dog waste station		1		
5	Procurement and installation of a dog watering station utilizing existing water mains		1		
6	Procurement and installation of a steel bench		1		
7	Removal and proper disposal of existing security cameras		4		
8	Procurement and installation of new security cameras		4		
3	Remove and properly dispose of all waste and materials				
4	All required permits for the above items				
5	All required bonding for the above items				
6	All required insurance for the above items				
7	All warranties				

Total Bid Amount in Words: _____

Total Bid Amount in Numbers: _____

Work Subcontracted: _____ Subcontractor: _____

Work Subcontracted: _____ Subcontractor: _____

Name of Bidder: _____ Date: _____

Completion Date

I/We guarantee to complete the work by December 15th, 2022 after receipt of Notice to Proceed should I/We be the successful bidder. This bid shall remain good through completion of the project. Unit prices shall remain in effect for the duration of the project commencing with the bid date.

Bidders are required to submit to TRH a copy of their and all Subcontractors' State of Utah's Contractor's Licenses, including a statement of licensure limits. If bidder has requested an increase of monetary licensure limits, a copy of that request must be attached to the Bid at the time the Bid is submitted to TRH.

To The Road Home:

The undersigned, in compliance with your invitation for bids for the Palmer Court Parking Lot project, having examined the drawings and specifications

Having examined the Drawings and Specifications, Geotechnical Investigation Report and related documents, and the site of the proposed work and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposed 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:

Quantities shown are approximate. TRH reserves the right to increase quantities by 50% or decrease quantities by 50% from the above stated unit prices to stay within budget.

I/We guarantee to complete the work by _____, should I/we be the successful bidder.

Signature

Submitted on _____, 2022

Contractor: _____ License Number: _____

By: Agent: _____ Title: _____

Business Address: _____

Email: _____

Phone Number: _____

Section 6

Notice of Award

To: _____ Project: Palmer Court Parking Lot Re-Solicitation, Dog Run Installation, and Camera System Upgrades.

TRH has considered the bid submitted by you for the above described work in response to its Invitation to Bid dated _____, and Information for Bidders as requested by TRH.

You are hereby notified that your Bid has been accepted for items in the amount of _____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and provide insurance from the date of this Notice, TRH will be entitled to consider all your rights arising out of TRH's acceptance of your Bid as abandoned.

Return an acknowledged copy of this Notice of Award to TRH.

Dated this _____ day of _____, 2022.

By: _____
Title: _____

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged

By _____ this _____ day of _____, 2022.

By: _____

Title: _____

Section 7

Notice to Proceed

To: _____ Dated: _____

Address: _____

Project: Palmer Court Parking Lot Re-Solicitation, Dog Run Installation, and Camera System Upgrades.

Contract for: _____

You are notified that the Contract Times under the above contract will commence on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 or the Agreement, the dates of Substantial Completion and completion and readiness for final payment are _____ and _____.

Before you may start any Work at the site, you must deliver certificates of insurance you are required to purchase and maintain in accordance with the Contract Documents.

The Road Home

By: Michelle Flynn

Executive Director

Acceptance of Award

Contractor: _____

By: _____

Title: _____

Date: _____

Section 8

Contract Template

This Construction Agreement is between The Road Home ("TRH") and CONTRACTOR ("Contractor").

1. Purpose

The purpose of this Construction Agreement is to establish the terms and conditions of the agreement between TRH and CONTRACTOR for construction work.

2. Scope of Work

Contractor shall furnish all materials and perform all the work described in the Description of Work, the Plans (if any), and the Specifications (if any). The work is generally described as follows:

The resurfacing of the parking lot including concrete gutter repair.

Property Address: 999 South Main Street, Salt Lake City, UT 84115.

3. Agreement Term

This Agreement is effective as of the date of signature by both parties. TRH shall provide written authorization to Contractor to commence work. Contractor agrees to start work within 7 calendar days after receipt of Notice to Proceed. This Agreement automatically terminates on December 15, 2022, unless both parties agree in writing to extend the Agreement.

Contractor agrees to complete work on or before December 15, 2022. If completion is delayed beyond Contractor's control, Contractor will provide timely notice to TRH of the reasons for such delay. Contractor agrees to pay liquidated damages in the amount of \$500/day after December 15, 2022. If such good cause is claimed by the Contractor, it shall be Contractor's obligation to substantiate its claims by adequate documentation. TRH is not required to accept such claims if they are considered unreasonable.

The Contractor will correct any defects due to faulty materials or workmanship which appear within one (1) year from the date of completion. Contractor agrees that all the warranties contained herein will apply to all work performed under the Contract, including that performed by any Sub-Contractors.

4. Permits

Contractor agrees to secure and pay for all necessary permits and licenses required for Contractor's performance and to adhere to all applicable local, State, and federal codes and requirements whether or not covered by the specifications for the work, including any Contractor registration requirements. Contractor will send a copy of all permits to the email address in the contact section with final invoice for payment.

5. Payments, Lien of Claims

TRH will pay CONTRACTOR no more than _____ dollars and _____ cents (\$xx.xx) for services provided as outlined in Exhibit A. TRH and Contractor agree that no material changes or alterations in the description of work or price provided will be made unless in writing and mutually agreed to by both parties and authorized by Salt Lake City. Contractor will submit to TRH all backup documentation necessary to document expenses, including invoices, purchase orders, payroll, and other documents as applicable.

Final payment will be made within 30 days after final completion of the work, submission of all expense documentation and approval by Salt Lake City that CONTRACTOR and all SUBCONTRACTORS have met all Federal requirements. CONTRACTOR will provide, at time of final payment, lien waiver covering CONTRACTOR and all SUBCONTRACTORS on the project. If at any time there is evidence of any lien or claim for which, if established, TRH might become liable, and which is chargeable to the Contractor, TRH has the right to retain out of any payment due, or thereafter to become due, an amount sufficient to completely indemnify them against such lien or claim and, should there prove to be any such claim after all payments are made, the Contractor shall refund to TRH all money that TRH may be compelled to pay in discharging any lien on said premises made obligator in consequence of the Contractor's default.

The Contractor will promptly pay all Sub-Contractors, materials, laborers, and employees, and will require all Sub-Contractors to do likewise and will keep the property free from all liens, claims, or judgments and will defend, indemnify, and hold harmless TRH from and against any and all such liens, claims, or judgments and from any and all suits, actions, or proceedings and of defending same.

6. Insurance

The Contractor will maintain insurance as necessary to protect Contractor against such claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by the Contractor or by any Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor will provide TRH with certificates of insurance with the initial invoice submission.

7. Contact Information

Written communication under this Agreement will be addressed to the individuals listed below:

The Road Home

grantsteam@theroadhome.org

Grants & Compliance

CONTRACTOR

1415 South Main Street

ATTN:

Salt Lake City, UT 84115

ADDRESS LINE 1

ADDRESS LINE 2

EMAIL

8. Confidentiality

Contractor agrees to take all measures necessary to ensure its staff and other associated persons keep all confidential information strictly confidential. All records containing personally identifying information as defined in HUD's standards for participation, data collection, and reporting in a local Homeless Management Information System (HMIS) of any individual or family who applies for and/or receives services will be kept secure and confidential.

9. Applicable Law

This Agreement and all matters or issues collateral to it shall be governed by, and construed in accordance with the laws of the State of Utah, all applicable local and federal laws, without application of any principles of choice in laws.

10. US Department of HUD Community Development Block Grant (CDBG) and US Department of Labor (DOL) Regulatory Requirements

Contractor acknowledges that it is subject to all requirements in 24 CFR part 570, as applicable.

11. Exhibits

Exhibit A: Scope of Work

Exhibit B: Geotechnical Investigation Report

Exhibit C: Parking Lot Plans and Measurements

Exhibit D: Bid Specifications

Exhibit E: Notice of Award

Exhibit F: Notice to Proceed

Exhibit G: Salt Lake City Notice to Bidders

Exhibit H: Salt Lake City Davis-Bacon Labor Relations Project Checklist

Signed this _____ day of _____, 2022.

By: _____

Name: Michelle Flynn

Title: Executive Director

By: _____

Name: _____

Title: _____