

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

**INVITATION TO BID**  
**For**  
**KITCHEN FLOOR RENOVATION**  
**ITB # 2023-28**

**CLOSING DATE**  
**FOR RECEIPT OF BIDS:** Tuesday, October 10, 2023

**TIME:** 3:00 p.m.(Mountain Time)  
Bids will be opened at 3:15 p.m.

**PLACE:** Office of the Utah County Purchasing Manager  
100 East Center Street  
Room 3600  
Provo, Utah 84606

**TABLE OF CONTENTS**

INVITATION TO BID ..... 1

    Intent ..... 1

    Procedure ..... 1

    Rules of Procurement..... 1

    Bid Organization ..... 1

    Proprietary Information ..... 2

    Questions and Clarifications ..... 2

    Acceptance of Bid..... 2

    Disqualification of Bid..... 3

    Disposition of Bids ..... 3

    Interpretation of ITB ..... 3

    Required Experience..... 3

    Evaluation Criteria ..... 4

    General..... 4

    Bonds ..... 5

    Change Orders ..... 5

SPECIFICATIONS ..... Attachment A

    Scope of Work..... S-1

    Location and Site Conditions..... S-1

    Contractor Furnished Equipment and Services..... S-1

    Cleaning ..... S-2

    Demolition and Surface Preparation..... S-2

    Coating Systems..... S-2

    Installation..... S-3

    Safety ..... S-3

    Completion Date ..... S-3

    Final Inspection..... S-3

    Warranty..... S-4

MANUFACTURER SPECIFICATIONS ..... Attachment B

FLOOR LAYOUT AND DRAWING ..... Attachment C

CONTRACTOR’S COST PROPOSAL ..... Attachment D

CONTRACTOR INFORMATION FORM..... Exhibit A

CERTIFICATE OF NON-COLLUSION ..... Exhibit B

SAMPLE AGREEMENT WITH STANDARD TERMS & CONDITIONS..... Exhibit C

## **1. INVITATION TO BID**

### **1.1 INTENT**

Through this Invitation to Bid (ITB), Utah County intends to select a qualified contractor to perform a renovation of approximately 5,800 square feet of commercial kitchen floor with approximately 850 linear feet of coved base. The location of the project will be at the Utah County Security Center within the kitchen which is located at 3075 North Main Street in Spanish Fork, Utah.

The Contractor shall furnish all labor, equipment, tools, transportation and supplies required to complete the work in accordance with the terms hereof.

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

### **1.2 PROCEDURE**

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

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

### **1.3 RULES OF PROCUREMENT**

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

### **1.4 BID ORGANIZATION**

- A. Each respondent must submit its SEALED bid to the Utah County Purchasing Agent. The envelope containing the bid must be clearly labeled "SEALED BID –

**KITCHEN FLOOR RENOVATION, ITB # 2023-28**". The bid must be delivered to

Utah County Purchasing Manager  
100 East Center, Room 3600  
Provo, Utah 84606

**LATE BIDS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.**

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

#### **1.4 PROPRIETARY INFORMATION**

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

#### **1.5 QUESTIONS AND CLARIFICATIONS**

All questions regarding this ITB must be submitted through the Utah Procurement Place (U3P) web site. The deadline for submission of questions is before 5pm at least two business days prior to the submission date. The County's Project Manager for this project is listed below:

Project Manager Contact	
County Project Manager	Jim O'Brien
Office Phone No.	(801) 851-4077
Cell Phone No.	(801) 372-0905
Email Address	jimo@utahcounty.gov

#### **1.6 ACCEPTANCE OF BID**

- A. Utah County reserves the right to reject any or all bids or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are

those which will not have a significant adverse effect on overall competition or performance levels.

- B. The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this ITB, or such party's response.

## **1.8 DISQUALIFICATION OF BID**

The occurrence of any of the following may result in disqualification of a bid:

- A. Failure to respond within the established timetable.
- B. Failure to completely answer all questions presented in the ITB.
- C. Use of any other type of form or format other than those indicated in the ITB.
- D. Failure to provide requested documentation at the time of bid submission.
- E. Illegible responses.
- F. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into an agreement pursuant to an award, or any other unauthorized conditions, limitations or provisions.
- G. If the bidder is unable to evidence a satisfactory record of integrity.
- H. If the bidder is not qualified legally to contract.
- I. If the bid at the opening does not contain a signed bid, and a signed certificate of non-collusion.
- J. Utah County reserves the right to reject any or all bids.

## **1.9 DISPOSITION OF BIDS**

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

## **1.10 INTERPRETATION OF ITB**

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

## **1.11 REQUIRED EXPERIENCE**

- A. The Contractor must be an approved applicator licensed by Silikal. License will be required at the time of award.

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

### **1.12 EVALUATION CRITERIA**

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

### **1.13 GENERAL**

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

**1.14 BONDS**

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

**1.15 CHANGE ORDERS**

- A. Utah County may at any time, without notice to any sureties, by written order designated or indicated to be a change order, make changes to the work within the general scope of the contract and to the contract amount and/or contract deadlines.
- B. The overhead, profit, and commission fees included in any change order bid shall not exceed the maximum percentages of the net cost of the bid as shown in the following table:

	Overhead & Profit	Commission
To prime Contractor on work performed by subcontractors	0%	10%
To prime Contractor or subcontractor for that portion of work performed with their respective forces	10%	0%

Only the Contractor or subcontractor who actually performs or furnishes the work may charge for overhead or profit regardless of the number of tiers of subcontractors, that is, the markup on work subcontracted by a subcontractor will be limited to one charge

of 10% for overhead and profit and one charge of 10% for the prime Contractor's commission.

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

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

- C. Each change order shall be signed by the Contractor, the County Public Works Director, and the County Commission, and payment and performance bonds shall be increased by the Contractor to reflect any increase to the contract amount before the Contractor will be authorized to proceed with the work specified therein.
- D. Failure of Contractor and the County to agree on an adjustment of contract amount or contract deadlines shall not excuse Contractor from proceeding with prosecution and performance of work. Contractor, subcontractors, and suppliers shall handle all disputes in a manner which will permit work to proceed on schedule while the matter in dispute is being resolved.
- E. The County shall have the right within its sole discretion to require Contractor to commence performance of changes to work based on County requirements prior to the submission of a cost bid by the Contractor to the County, or approval of the cost bid by the County. In such case, Contractor shall proceed with the work so changed upon receipt of a Construction Change Directive from the County, and thereafter submit to the County as soon as possible any cost bid required.



**ATTACHMENT A**  
**SPECIFICATIONS**

**S.1 SCOPE OF WORK**

Utah County intends to select a qualified contractor to perform a renovation of approximately 5,800 square feet of commercial kitchen floor with approximately 850 linear feet of coved base (measurements to be field verified by the contractor). Contractor shall prepare surface and install Silikal reactive resin industrial floor system as per the specifications provided herein as Attachment A along with the specifications provided by the manufacturer and provided herein as Attachment B. A floor layout and drawing is provided herein for your reference as Attachment C.

**S.2 LOCATION AND SITE CONDITIONS**

- A. Work under this contract is located in the commercial kitchen of the Utah County Security Center located at 3075 North Main in Spanish Fork, Utah.
- B. Contractor shall have SOLE responsibility for the accuracy of all measurements, estimates of material quantities and sizes, and site conditions that will affect Contractor's work.
- C. Working hours shall be mutually agreed upon and scheduled with the Project Manager and the Security Center staff. It is anticipated that all work must take place generally between the hours of 6:00 p.m. and 4:00 a.m. Mountain Time.
- D. Toilet facilities may be available for Contractor use within the existing building.
- E. Contractor shall provide a dumpster for disposal of materials. Placement of the dumpster shall be coordinated with the Project Manager.
- F. Utah County shall be responsible for uninstalling, moving, and reinstalling all kitchen equipment necessary to facilitate the work.
- G. Contractor shall cooperate with County in performing background checks, at the sole discretion of County, of all employees of Contractor and its subcontractors that will be engaged in the provision of any services required herein to be performed by Contractor.
- H. Contractor's employees shall not provide access to any person to any space of the County, without prior authorization from the Project Manager.
- I. Contractor or sub-contractor employees shall not use County computers, printers, scanners, telephones, fax machines, or other office equipment.

**S.3 CONTRACTOR FURNISHED EQUIPMENT AND SERVICES**

The Contractor shall mobilize and furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work as per the specifications provided herein as Attachment A along with the specifications provided by the manufacturer and provided herein as Attachment B.

#### **S.4 CLEANING**

- A. Work is taking place in an operational, high-production jail kitchen. Contractor shall at all times maintain dust and debris control measures and shall ensure, as far as reasonably possible, that Contractor's work area is isolated from production kitchen areas so as to prevent contamination of equipment and food.
- B. Temporary plastic barrier walls shall be used and maintained around work areas.
- C. Contractor shall, on each working crew, have an individual designated with specific assignments to maintain dust and debris control and to maintain the cleanliness of impacted kitchen areas including but not limited to walls, floors, and equipment.
- D. Remove and legally dispose of all debris and contaminants produced by the work.
- E. At the end of each shift, contractor shall be responsible to clean up the work area so that the kitchen's daily operations can continue with minimal disruption.
- F. The Contractor is responsible to clean all areas receiving the new flooring system as per the specifications provided by the manufacturer and attached herein to this bid document as Attachment B.

#### **S.5 DEMOLITION AND SURFACE PREPARATION**

- A. The Contractor is responsible to prep the surfaces as per the specifications provided by the manufacturer and attached herein to this bid document as Attachment B.
- B. The Contractor shall prepare the existing surfacer with heavy diamond grind in order to ensure a proper bond.
- C. The Contractor is responsible to capture the dust generated during the demotion and surface preparation process. Additional measures to contain residual dust shall be employed to negate impact on adjacent occupied areas.
- D. Preparation includes proper treatment, adjustment, and inspection of any drains that tie into the coating system. New flooring shall be sloped appropriately to drain into existing floor drains. Repairs around drains to be included. The Contractor shall be responsible to adjust the elevation of existing drain inlets as needed. Additionally, the Contractor shall be responsible to adjust the sloping of the floor within the oven area to meet the requirements specified by Utah County. There are approximately eighteen (18) 12" x 12" floor drains and one (1) 13' x 12" floor drain as noted on Attachment C.
- E. In addition, Area A includes a section on the drawing in the notes as #4 (approximately 5' x 5') that needs to have the existing tile removed and the area prepped in order to receive the new flooring system as noted on Attachment C.
- F. In addition, Area B includes a section on the drawing in the notes as #5 (approximately 2" x 18' x 1'1/2") that needs to be filled and raised to match the adjacent flooring and then prepped in order to receive the new flooring system as noted on Attachment C.

#### **S.6 COATING SYSTEMS**

The approved coating system is Silikal 61 CQ Decorative Quartz Flooring manufactured by Silikal GmbH, Germany or an approved equivalent. Equivalent must be approved before

bidding. The coating system shall meet the specifications provided by the manufacturer and attached herein to this bid document as Attachment B.

- A. Colors shall be selected by Utah County from manufacturer's standard palette of not less than six (6) colors.
- B. Surface texture shall be selected by Utah County from manufacturer's standard palette of not less than six (6) textures types.

## **S.7 INSTALLATION**

The approved coating system shall be installed as per the manufacturer's specifications attached herein to this bid document as Attachment B.

- A. Furnish and install patching material for all drain areas.
- B. Furnish and install typical small patches or imperfections in the concrete, including joints.
- C. Furnish and install Silikal CQ Acrylic Flooring system 3/16" – 1/4" thick to entire floor.
- D. Furnish and install a six (6) inch Silikal CQ Acrylic Cove System around the perimeter floor and wall interface (approximately 850 linear feet – to be field verified by Contractor).
- E. Furnish and install Ucrete HF 3/8" in oven sloping out the door (approximately 65 square feet – to be field verified by Contractor)
- F. At the conclusion of each work day, Contractor is responsible to remove all debris promptly from work area and dispose of properly. Remove spilled, splashed, or splattered materials from all surfaces. Do not mar surface finish of items being cleaned.

## **S.8 SAFETY**

The Contractor shall comply with all applicable requirements of the Utah Labor Commission and the Occupational Safety and Health Act of 1970. Nothing in this Agreement shall relieve the Contractor of responsibility assigned herein, in Utah Labor Commission's requirements, or in Federal, state, and local laws and ordinances.

## **S.9 COMPLETION DATE**

The project shall be fully completed and ready for occupancy on or before December 15, 2023.

## **S.10 FINAL INSPECTION**

All flooring shall be visually inspected to insure that finish is uniform in appearance and texture. Correct deficiencies as required.

## **S.11 WARRANTY**

All materials and workmanship shall have a minimum five (5) year warranty from a single source. No joint warranties shall be allowed.

**ATTACHMENT B**  
**MANUFACTURER SPECIFICATIONS**

## Division 09 67 26 - Quartz Flooring

### PART 1 - GENERAL

#### 1.01 Work Included

- A. Work described in this section includes surface preparation and installation of Silikal reactive resin industrial floor system. Silikal 61 CQ is a fast curing, 100% reactive, decorative quartz flooring system, free of isocyanates.
- B. See drawings for locations and quantities.

#### 1.02 Related Work - Specified elsewhere

- A. Cast-in-place concrete (Section 03300)
  - 1. See Paragraph 1.08 - Requirements for New Concrete.
- B. Painting (Section 09900)

#### 1.03 System Description

- A. The Silikal 61 CQ is a 4-6mm (3/16"-1/4") thick troweled surfacing composite of Silikal 100% reactive binder resin and Silikal colored quartz aggregate with specified Silikal primer and topcoat.
- B. The Silikal coating system shall cure completely and be available to normal operations in no more than 90 minutes at Temperatures as low as 0 °C. after application of the final coat.
- C. The finished Silikal floor coating system shall be uniform in color combinations, texture, and appearance. All edges that terminate at walls, floor discontinuities, and other embedded items shall be sharp, uniform, and cosmetically acceptable with no thick or ragged edges. The Contractor shall work out an acceptable masking technique to ensure the acceptable finish of all edges.
- D. See Paragraph 3.04 and/or 3.07 for number and thicknesses of each coat/layer in each system.
- E. All resins must be manufactured and tested under an ISO 9001 registered quality system and ISO 14001 ecology management system.

#### 1.04 Quality Assurance

- A. Manufacturer Qualifications:
  - 1. Acceptable manufacturer: Silikal GmbH, Germany.
- B. Applicator Qualifications:
  - 1. Pre-qualification requirements: Only approved applicators, licensed by Silikal shall be considered for qualification. In no case will Silikal permit the application of any of its materials by untrained, non-approved Contractor or personnel.
  - 2. Each approved applicator shall have been qualified by the Manufacturer as knowledgeable in all phases of surface preparation.
  - 3. Each approved applicator must have three (3) years experience of installing resinous flooring systems and submit a list of five projects/references as a prequalification requirement. At least one of the five projects/ references must be of equal size, quantity, and magnitude to this project as a prequalification requirement. Owner has the option to personally inspect the projects/references to accept or reject any of the Contractors prior to bid time as a prequalification requirement.
- C. Subcontractor Qualifications:
  - 1. The only approved and specified subcontractors for this resurfacing work shall be for shot-blast cleaning of the concrete substrate.
- D. Acceptance Sample:
  - 1. Representative sample of the specified flooring system shall be submitted to the Owner prior to the bidding phase of the project. All bidders shall inspect the "acceptance sample" before submitting their bids.
  - 2. The installed flooring system shall be similar to the acceptance sample in thicknesses of respective filmlayers, color, texture, overall appearance and finish.

#### Silikal America

✉ 609-B Fertilla Street      Carrollton, GA 30117  
☎ 888.830.1404              📞 770.830.9213  
🌐 www.silikalamerica.com    @ info@silikalamerica.com

**E. Bond Testing:**

1. Surface preparation efforts shall be evaluated by conducting Bond Tests at the site prior to application of the flooring system(s).
2. See paragraph 3.03 - B or consult with Material Manufacturer for specific procedure.

**F. Pre-Job Meeting**

1. Owner requires a Pre-Job Meeting with representatives of Owner, Contractor/Applicator, and Material Manufacturer in attendance. The agenda shall include a review and clarification of this specification, application procedures, quality control, inspection and acceptance criteria, and production schedules. Applicator is not authorized to proceed until this meeting is held or waived by Owner.

## 1.05 Reference Standards

- A. ACI 308 - Standard Practice for Curing Concrete
- B. ACI 302.1R-80 - Guide for Concrete Floor and Slab Construction
- C. HACCP International Food Safety Certification System. Certified as food safe and suitable for food facilities that operate a HACCP based Food Safety Program. Food Zone Classification: SSZ.
- D. SCAQMD Rule 1113 less than 100 grams per liter VOC. ASTM D 2369-07 actual VOC less than 15 grams per liter.
- E. ISO 9001: 2000 and ISO 14001: 2005 certified.

## 1.06 Submittals

- A. Acceptance Sample: As required by owner, one foot square (1 ft. by 1 ft.) sample of the specified acrylic flooring system applied to hardboard or similar backing for rigidity and ease of handling.
- B. Manufacturer's Literature: Descriptive data and specific recommendations for surface preparation, mixing, and application of materials.
- C. Manufacturer's Material Safety Data Sheets (MSDS) for each respective product to be used.
- D. Cleaning and Maintenance

## 1.07 Delivery, Storage, And Handling

- A. All material shall be delivered in original Manufacturer's sealed containers with all pertinent labels intact and legible.
- B. Store materials in dry protected area between 25° and 80° Fahrenheit. Keep out of direct sunlight. Protect from open flame; keep all containers grounded.
- C. Follow all Manufacturer's specific label instructions and prudent safety practices for storage and handling.

## 1.08 Project/Site Conditions

- A. Material, air, and surface temperatures shall be in the range of 32° to 85° Fahrenheit during application and cure, unless a special formulation is being used and Manufacturer has been consulted.
- B. Relative humidity in the specific location of the application shall be less than 85 percent and the surface temperature shall be at least 5 degrees above the dew point.
- C. Conditions required of new concrete to be coated.
  1. Concrete shall be moisture cured for a minimum of 7 days at 70° F. The concrete must be fully cured for a minimum of 28 days prior to application of the coating system pending moisture testing.
  2. Surface contaminants such as curing agents, membranes, or other bond breakers should not be used.
  3. Concrete shall have a "rubbed" finish; float or darby finish the concrete (a hard steel trowel is neither necessary nor desirable).
  4. Drains should be set to the concrete grade rather than raised to the finished grade of the topping.

- D. Concrete shall have a moisture emission rate of no more than 5 lbs. per 1000 sq. ft. per 24 hour period as determined by proper Calcium Chloride Testing. Concrete R/H must be 85% or less as measured by protimeter. Readings greater than 5 by the Calcium Chloride method or 85% by protimeter, may require a preliminary treatment with Silikal RE42.
- E. Foodstuffs are the responsibility of the Owner and shall have been removed from the area of application by the Owner or his representatives.
- F. Vapor barriers and/or suitable means shall have been installed beneath grade slabs to prevent vapor transmission. Consult technical dept.
- G. Lighting: Provide permanent lighting or, if permanent lighting is not in place, owner shall simulate permanent lighting conditions during flooring application.

**1.09 Warranty**

- A. Silikal warrants that materials shipped to buyers are at the time of shipment substantially free from material defects and will perform substantially according to Silikal published literature if used strictly in accordance with Silikal’s prescribed procedures and prior to expiration date.
- B. Silikal’s liability with respect to this warranty is strictly limited to the value of the material purchased.
- C. Silikal has no responsibility for the application and processing of products and is under no circumstances liable to any third party whatsoever.

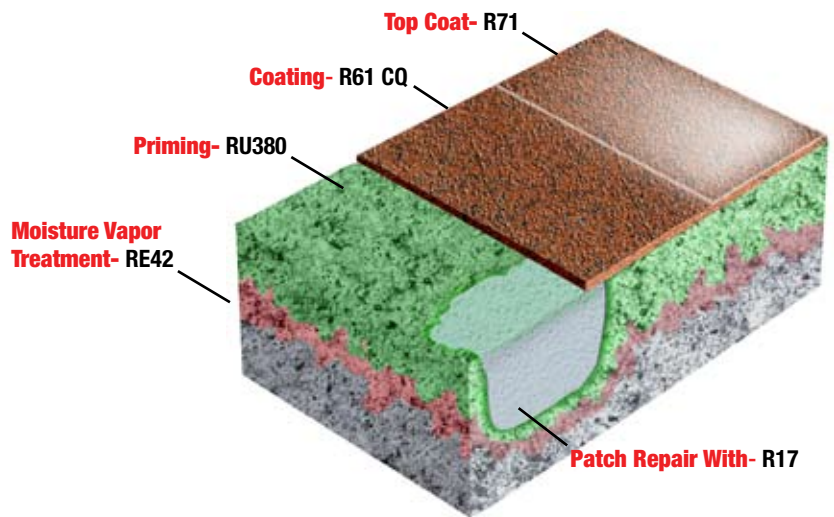
**PART 2 - PRODUCTS**

**2.01 Acceptable Manufacturers**

- A. Silikal GmbH, Germany

**2.02 Materials**

- A. Silikal 61 CQ Decorative Quartz Flooring
  - 1. Moisture Vapor Treatment (if required): Silikal RE42
  - 2. Saturating Primer/Silikal Coat: Silikal RU380
  - 3. Patching/Sloping (if required) Silikal R17 Polymer Concrete
  - 4. Coving (if required): Silikal HK31 with Silikal filler CQ
  - 5. Topping: Silikal R61 Quartz, consisting of Silikal R61 resin and Silikal Filler
  - 6. Topcoat(s): Silikal R71 Colorless Silikal Topcoat Resin.
  - 7. Silikal CQ for broadcasting: Color/s to be chosen by owner.
  - 8. Aluminium Oxide (if required)



\*This diagram should be used only as a visual aid.

**2.02.01 Product Performance Criteria**

- A. Silikal RE42
  - 1. Percentage Reactive Resin ..... 100%
  - Percentage Solids ..... 100%
  - 2. Water Pressure Resistance (3 days at 72 psi) ..... Passed
  - 3. Resistance to Diffusion Against H<sub>2</sub>O ..... 0.3g/m<sup>2</sup> • day
  - 4. Tensile Bond Strength ..... 475 psi

**Silikal America**

609-B Fertilla Street      Carrollton, GA 30117  
 888.830.1404              770.830.9213  
 www.silikalamerica.com    info@silikalamerica.com



**B. Silikal RU380**

- 1. Percentage Reactive Resin ..... 100%
- Percentage Solids ..... 100%
- 2. Water Absorption, Wt. % (ASTM D570): ..... less than 0.06
- 3. Tensile Strength, psi (ASTM D638)..... 3,550 psi.
- 4. Tensile Modulus, psi X 10 to the 5th (ASTM D638): .....2.1
- 5. Coefficient of Thermal Expansion, in./in./deg. F (ASTM D696): .....0.000035
- 6. Electrical Resistivity (ASTM D257):
- Volume Resistance, ohm-cm: ..... 10<sup>15</sup>
- Surface Resistance, ohm:..... 10<sup>12</sup>
- 7. Water Vapor Transmission (DIN 53122), g/cm-hr-mm Hg X 10<sup>-9</sup>: 1.4

**C. Silikal R17 Polymer Concrete**

- 1. Percentage of reactive resin .....100%
- 2. Water Absorption, Wt. % (ASTM D570): .....0.02
- 3. Tensile Strength, psi (ASTM D638)..... 4,000 psi.
- 4. Tensile Modulus, psi X 10 to the 5th (ASTM D638): ..... 1.2
- 5. Coefficient of Thermal Expansion, in./in./deg. F (ASTM D696) psi x10<sup>-6</sup>: ..... 18
- 6. Compressive Strength, psi (ASTM C39)..... 9,200 psi.
- (ASTM C109)..... 11,000 psi.

**D. Silikal R61CQ Topping**

- 1. Percentage of reactive resin: ..... 100%
- Percentage of solids: ..... 100%
- 2. Water Absorption, Wt. % (ASTM D570): .....0.04
- 3. Compressive Strength, psi (ASTM C109): .....6,000-8,000 psi.
- (ASTM D695): ..... 6,000 psi.
- 4. Tensile Strength, psi (ASTM D638): .....3,625 psi.
- 5. Tensile Modulus, psi (ASTM D638):..... 720,000 psi.
- 6. Flexural Strength, psi (ASTM D790): ..... 3,500 psi.
- 7. Coefficient of Thermal Expansion, in./in./deg. F (ASTM D696): .....0.000019
- 8. Electrical Resistivity, (ASTM D257) Volume Resistance, ohm-cm: ..... 10<sup>14</sup>
- 9. Chemical Resistance, ASTM D543:
- Effect of weak acids: .....none
- Effect of strong acids:..... slight
- Effect of alkalis: .....none
- Effect of salt solutions: .....none
- Effect of oil, grease:.....none
- Effect of sunlight (UV radiation): .....none

**E. Silikal R71 Colorless Topcoat Resin**

- 1. Percentage Reactive Resin:..... 100%
- Percentage Solids:..... 100%
- 2. Water Absorption, Wt. % (ASTM D570): .....0.5
- 3. Tensile Strength, psi (ASTM D638):..... 3,555 psi.
- 4. Tensile Modulus, psi (ASTM D638):..... 210,000 psi.
- 5. Coefficient of Thermal Expansion (ASTM D696) in./in./deg. F: .....0.000035

**Silikal America**

6. Electrical Resistivity (ASTM D257):	
Volume Resistance, ohm-cm: .....	10 <sup>15</sup>
Surface Resistance, ohm:.....	10 <sup>12</sup>
7. Water Vapor Transmission (DIN 53122) g/cm-hr-mm Hg X 10 <sup>-9</sup> : .....	1.43
8. Chemical Resistance, ASTM D543:	
Effect of weak acids: .....	none
Effect of strong acids: .....	slight
Effect of alkalis: .....	none
Effect of salt solutions: .....	none
Effect of oil, grease: .....	none
Effect of sunlight (UV radiation): .....	none

**2.02.02 Product Installation & Application Criteria**

- A. All Silikal Material Systems Excepting Moisture Vapor Treatment:
  - 1. Pot Life at 68° F.:..... 10-15 minutes
  - 2. Cure Time at 68° F.:..... 60 minutes
  - 3. Recoat Time at 68° F.:.....60-90 minutes

**2.03 Mixes**

- A. Follow manufacturer’s prescribed procedures and recommendations.

**PART 3 - EXECUTION**

**3.01 Prework Inspection**

- A. Examine all surfaces to be coated with Silikal material systems and report to the Owner and/or Engineer any conditions that will adversely affect the appearance or performance of these coating systems and that cannot be put into acceptable condition by the preparatory work specified in Paragraph 3.03.
- B. Do not proceed with application until the surface is acceptable or authorization to proceed is given by the Engineer.
- C. In the event that Applicator has employed all acceptable methods of surface preparation and cannot remedy adverse conditions that would lead to failure of the installation, Applicator shall withdraw from the contract and Owner will be financially responsible only for preparation efforts.

**3.02 General**

- A. Material storage area must be selected and approved by Applicator and Owner or his representative.
- B. Owner will furnish \_\_\_ V \_\_\_ Phase electricity and water for use by Applicator.
- C. If existing ventilation is inadequate, Applicator will provide sufficient ventilation to allow complete air exchange every five (5) minutes.
- D. Owner shall provide means for disposal of construction waste.
- E. Applicator will protect adjacent surfaces not to be coated with masking and/or covers. Owner’s equipment shall be protected from dust, cleaning solutions, and flooring materials.

### 3.03 Preparation

#### A. Surface Preparation - General

1. Concrete substrate must be clean and dry. Dislodge dirt, mortar spatter, paint overspray, and other dry surface accumulations and contamination by scraping, brushing, sweeping, vacuuming, and/or compressed air blowdown.
2. New concrete: See 1.08 - C for requirements.
3. Surfaces that are heavily contaminated shall be cleaned with the appropriate degreaser, detergent, or other appropriate cleaner/surfactant followed by thoroughly rinsing with fresh water to remove the accumulation prior to mechanical cleaning efforts. Mechanical cleaning will not remove such deposits, but only drive them deeper.
4. Concrete shall have a moisture emission rate of no more than 5 lbs. per 1000 sq. ft. per 24 hour period as determined by proper Calcium Chloride Testing and no more than 85% R/H as measured by Protimeter

#### B. Bond Testing

1. The applicator shall evaluate all surface preparation by conducting bond tests at strategic locations.
2. Mix six (6) ounces of the primer to be used in the application with 5% by volume Silikal Powder Hardener. Add #10-#12 mesh, dry quartz sand until an easily trowelable mixture is obtained. Apply palmsized patties 1/8" to 1/4" thick.
3. After one (1) hour at (68° F.), patties must be cured tack-free and cooled to ambient temperature of concrete. Remove patties with hammer and chisel and examine fracture/delamination plane. Concrete with fractured aggregate must be attached to the entire underside of the patty.
4. If only laitance or a small amount of concrete is attached or if interface between patty and substrate is tacky, further substrate preparation is required.
5. If further surface preparation is required, bond tests shall be conducted again when this has been completed.
6. If no amount or kind of surface preparation produces satisfactory bond tests, the applicator shall report that to the Owner, Engineer, and Manufacturer.

#### C. Mechanical Surface Preparation and Cleaning

1. All accessible concrete floor surfaces shall be mechanically blast cleaned using a mobile steel shot, dust recycling machine such as BLASTRAC®, or approved equivalent. All surface and embedded accumulations of paint, toppings, hardened concrete layers, laitance, power trowel finishes, and other similar surface characteristics shall be completely removed leaving a bare concrete surface having a profile similar to 40 grit sandpaper and exposing the upper fascia of concrete aggregate.
2. Floor areas inaccessible to the mobile blast cleaning machines shall be mechanically abraded to the same degree of cleanliness, soundness, and profile using vertical disc scarifiers, starwheel scarifiers, needle guns, scabblers, or other suitably effective equipment.
3. After blasting, traces or accumulations of spent abrasive, laitance, removed toppings, and other debris shall be removed with brush or vacuum.
4. Conduct Bond Tests to check adequacy of surface preparation. See Paragraph 3.03 - B (Bond Testing).
5. Application of the respective specified material system(s) must be completed before any water or other contamination of the surface occurs.

### 3.04 Installation

#### A. Application of Silikal 61 CQ flooring system consists of:

1. applying moisture vapor treatment (if required)
2. applying the primer,
3. applying coving (if required),
4. performing patching and sloping with polymer concrete (if required),
5. re-priming polymer concrete areas
6. applying the topping, broadcasting the quartz
7. applying the topcoat(s),

Time for curing (45 - 60 minutes) shall be allowed between each coat.

Thicknesses are specified below and/or in Paragraph 3.07.

#### Silikal America

**B.** Open only the containers of component materials to be use in each specific application as needed. Refer to Manufacturer's data sheets for pot-life/temperature relationship to determine size of batches to mix and mix ratios for each respective coat of the system.

**C.** Measure, add, and mix the Silikal BP-Powder Hardener into the respective resin components in the proportions recommended by the Material Manufacturer. Pot life is short, so mix only as much material at a time as can be easily and efficiently applied.

### 3.04.01 Moisture Vapor Treatment (if required)

**A.** Mix moisture vapor treatment products as recommended by manufacturer.

**B.** Pour out all resin onto the concrete surface and spread it with a squeegee. After a short operating time (appr. 10 minutes) the excess must be removed with the squeegee. The remaining resin can be rolled out with a lint free resin proof roller.

**Resin films as well as the building of puddles have to be avoided!**

The waiting time between the coats depends on the absorbency of the substrate and is normally between one and three hours. Before applying the second coat if required, the impregnation of the first coat into the substrate should be evident.

**C.** If required, repeat the above process.

During application of the treatment take care that there is no film building at the surface. The surface texture has to be maintained after every step.

### 3.04.02 Prime Coat

**A.** Mix primer components according to manufacturers instructions.

**B.** Pour the mixture batches onto the floor surface and use a 9" or 18" wide, 1/2" - 3/4" thick-napped, solvent resistant paint roller to roll out the material at a rate of 100 sq. ft./ gal. to form a uniform, continuous film, ensuring that all crevices, cracks, other surface discontinuities have been saturated and coated. Use a paint brush to reach areas inaccessible to the roller. Work quickly and deliberately; the pot life is short (10 -15 minutes). Do not leave any "puddles"; roll out any such accumulations.

**C.** Allow the primer coat to cure.

**D.** If any of the concrete has absorbed all of the primer or if the concrete still has a dry look, reprime these areas before applying the next layer.

### 3.04.03 Coving (if required)

1. Surface Preparation

**A.** If concrete walls are to be painted prior to installation of cove base, the bottom portion of the walls shall remain uncoated to the height of the cove base to insure a proper bond to the concrete wall.

**B.** If walls are constructed of a non-compatible material or if a coating exists, a backer board of 1/2" cement board cut to the desired height of the cove base needs to be installed. The top of the backer board should be cut at a 45° angle to create a "beveled" edge.

**C.** If a backer board needs to be installed it shall be fastened using a high grade construction adhesive as well as counter sunk screws or concrete masonry anchors.

2. System Description

**A.** Cove base shall be installed according to manufacturer's recommendations and shall be:

1. Application area requires prime coat according to 3.04.02

2. Trowel-On Cove Base consisting of a trowel applied radius/base mix with a termination strip installed at the top of the base.

**B.** Cove base will receive a broadcast and top coat consistent with flooring system.

### 3.04.04 Patching/Sloping (If Required)

**A.** Mix polymer concrete components as recommended by the Material Manufacturer.

**B.** Use mixture to repair any damaged concrete, or to slope any areas as needed.

**C.** Once cured, material must be re-primed before next layer is applied.

### 3.04.05 Topping

- A. Size the batches, and mix according to Manufacturer's instructions. The entire batch should be poured and spread at once, i.e., do not let material set in pail.
- B. Spread the topping material with a gauge rake set to a depth of 1/8". Lightly trowel to a uniform thickness of 1/8" as necessary.
- C. If necessary, roll with a porcupine roller to release trapped air.
- D. Broadcast colored quartz into the fresh material before it begins to cure. Broadcast by hand, or use a backpack type blower or sand blast pot to achieve an even broadcast. The quartz must 'rain' down and not be thrown into the wet base coat.
- E. Allow the topping to cure.
- F. Remove excess quartz by sweeping, "blow-down", and/or vacuuming.

### 3.04.06 Top Coat

- A. Apply with clean rollers at a rate of 80 - 90 sq. ft./gal. in the same way as the Silikal Primer was applied as described in Paragraph 3.04.02.
- B. (If Required) Broadcast aluminium oxide, or other suitable material into wet topcoat resin; size and rate as determined by owner.
- C. Allow topcoat to cure. Floors without aluminium oxide broadcast may be lightly sanded if required. Vacuum all dust, paying particular attention to edges and corners.

### 3.04.07 Second Top Coat

- A. Apply with clean rollers at a rate of 100 - 125 sq. ft./gal. in the same way as the Silikal Primer was applied as described in Paragraph 3.04.02.
- B. Allow topcoat to cure.

### 3.05 Field Quality Control/Inspection

- A. Applicator shall request acceptance of surface preparation from the Engineer before application of the prime/seal coat.
- B. Applicator shall request acceptance of the prime coat from the Engineer before application of subsequent specified materials.

### 3.06 Cleaning

- A. Applicator shall remove any material spatters and other material that is not where it should be. Remove masking and covers taking care not to contaminate surrounding area.
- B. Applicator shall repair any damage that should arise from either the application or clean-up effort.

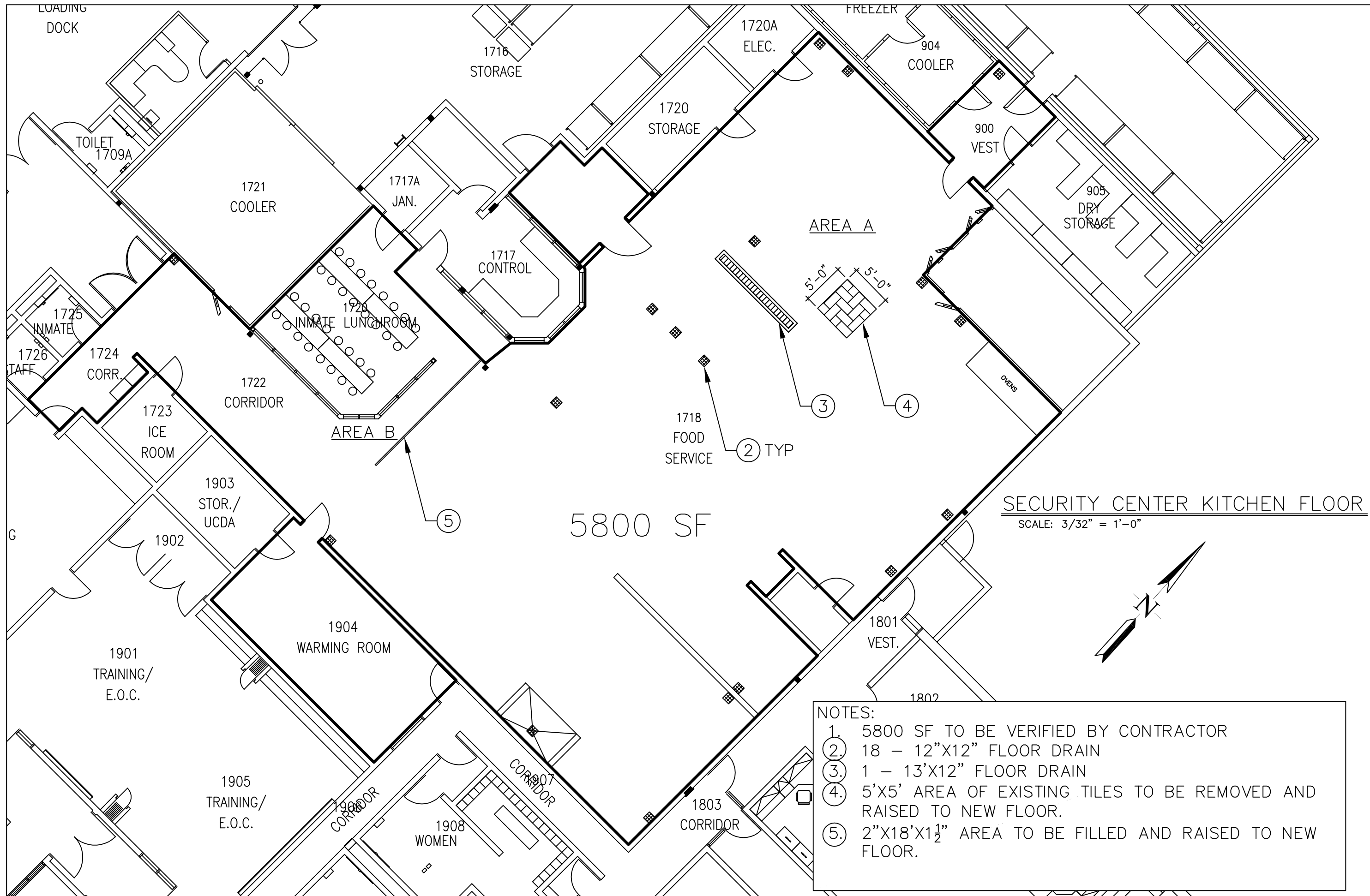
### 3.07 Coating Schedule

- A. Moisture vapor treatment shall be Silikal RE42 application rate shall be approximately 220 sq. ft. per gallon (approx. 7 mils)
- B. Primer shall be Silikal RU380 application rate shall be approx. 100 sq.ft. per gallon (approx. 16 mils).
- C. Patching/Sloping material shall be Silikal R17.
- D. Coving shall be Silikal HK31 per manufacturer's recommendations.
- E. Body coat shall be Silikal R61CQ, applied with a gauge rake set at 1/8" for a rate of 40 sq. ft. per batch. Colored quartz to be broadcast into the uncured topping (optional). Broadcast the quartz at the rate of 0.5 – 0.75 pounds per sq. ft.
- F. Clear topcoat shall be Silikal R71; apply at the rate of 80 - 90 sq. ft. per gallon for the first coat and 90 - 120 sq. ft. per gallon for the second application.



Please refer to the data sheets for the relevant Silikal resins for the guideline recipes, material consumption, hardener quantities

**ATTACHMENT C**  
**FLOOR LAYOUT AND DRAWING**



5800 SF

SECURITY CENTER KITCHEN FLOOR

SCALE: 3/32" = 1'-0"

- NOTES:
1. 5800 SF TO BE VERIFIED BY CONTRACTOR
  2. 18 - 12"X12" FLOOR DRAIN
  3. 1 - 13'X12" FLOOR DRAIN
  4. 5'X5' AREA OF EXISTING TILES TO BE REMOVED AND RAISED TO NEW FLOOR.
  5. 2"X18'X1 1/2" AREA TO BE FILLED AND RAISED TO NEW FLOOR.

DATE	SCALE	REVISIONS	DRAWN BY
09/18/2023	3/32" = 1'-0"		LWG

**ATTACHMENT D**  
**CONTRACTOR'S COST PROPOSAL**

**1. PRICE:** Please list the unit price and total bid amount for each item. The bid will be awarded based on the TOTAL of all item bid amounts.

A. Total bid price for completed project:    \$ \_\_\_\_\_

**2. CERTIFICATION OF BID:**

I hereby certify that I have read, understand, and agree to all sections, Exhibits, and Attachments of this Invitation to Bid for Kitchen Floor Renovation. I further certify that the information submitted by me/my company in response to this Invitation, including the pricing and other information, is true and accurate.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and Title



**EXHIBIT A**

**CONTRACTOR INFORMATION FORM**

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

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

Is this an Office: \_\_\_\_\_, Home: \_\_\_\_\_, Shop: \_\_\_\_\_, Other: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_, Emergency Number: (\_\_\_\_) \_\_\_\_\_.  
Answering Machine: (\_\_\_\_) \_\_\_\_\_, Fax Number: (\_\_\_\_) \_\_\_\_\_.

COMPANY OWNER: \_\_\_\_\_  
COMPANY PRESIDENT: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ Phone: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

Type of Company (Partnership, Corporation, Venture etc.): \_\_\_\_\_  
\_\_\_\_\_

If a Corporation, in what State Incorporated: \_\_\_\_\_  
Business License Number: \_\_\_\_\_  
State of Utah Contractor License Number: \_\_\_\_\_  
Federal Tax Identification Number: \_\_\_\_\_  
D&B D-U-N-S Number: \_\_\_\_\_  
How long has this company been in business: \_\_\_\_\_ Years, and \_\_\_\_\_ Months.

Officers authorized to execute contracts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What would happen to your company in the event of the owner's absence or death?  
\_\_\_\_\_  
\_\_\_\_\_

Brief History of the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are there any judgments, suits or claims pending against your company? If Yes, attach a written explanation. **YES NO**

Has your company operated under any other name (s)? If Yes, attach a written explanation. **YES NO**

CONTRACTOR INFORMATION FORM Page 2

Has your firm failed to complete a contract within the last five years?  
If "yes" attach explanation. **YES NO**

Has your firm or any partner or officers ever been involved in any  
bankruptcy action? If "yes" attach explanation. **YES NO**

Has your firm ever been listed on the Excluded Parties List System? **YES NO**

Are any of your firm's owners, officers, employees, or agents also  
employees of Utah County or related to any employees of Utah County  
If "yes" attach explanation. **YES NO**

FINANCIAL REFERENCES

1. Bank Name & Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Manager \_\_\_\_\_ Phone \_\_\_\_\_

2. Bank Name & Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Manager \_\_\_\_\_ Phone \_\_\_\_\_

CLIENT REFERENCES

1. Name: \_\_\_\_\_, Contact: \_\_\_\_\_  
Address: \_\_\_\_\_, Phone: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name: \_\_\_\_\_, Contact: \_\_\_\_\_  
Address: \_\_\_\_\_, Phone: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name: \_\_\_\_\_, Contact: \_\_\_\_\_  
Address: \_\_\_\_\_, Phone: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Name: \_\_\_\_\_, Contact: \_\_\_\_\_  
Address: \_\_\_\_\_, Phone: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT C**

**SAMPLE AGREEMENT WITH STANDARD TERMS & CONDITIONS**



AGREEMENT

THIS AGREEMENT is made and entered into by and between Utah County, a political and corporate body of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, and the following CONTRACTOR:

Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zipcode: \_\_\_\_\_ Email: \_\_\_\_\_

Legal Status of Contractor: [ ] Sole Proprietor [ ] Non-Profit Corporation Limited Liability Company (LLC)
[ ] Partnership [ ] For-Profit Corporation
[ ] Government Department: \_\_\_\_\_

1. PURPOSE OF CONTRACT

This agreement is to obtain the following products, services, or products and services (be specific):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. CONTRACT COSTS

Contractor will be:

- [ ] paid a maximum of \$\_\_\_\_\_ for costs authorized by this agreement;
[ ] compensated in accordance with ATTACHMENT B: CONTRACTOR's Proposal.

3. CONTRACT PERIOD

The term of this agreement shall commence on: [ ] \_\_\_\_\_, or [ ] the date of execution of this agreement. This agreement shall terminate on \_\_\_\_\_ unless terminated early or performance has been completed.

4. ATTACHMENTS

The following indicated attachments are fully incorporated into this agreement:

- [ ] A: Utah County Standard Terms and Conditions [ ] F: \_\_\_\_\_
[ ] B: CONTRACTOR's Proposal [ ] G: \_\_\_\_\_
[ ] C: Special Provisions [ ] H: \_\_\_\_\_
[ ] D: Utah County Procurement Compliance
[ ] E: General Liability and Workers Compensation Certificate

Except as explicitly modified by ATTACHMENT C: Special Provisions, any ambiguities or conflicting terms will be resolved by granting deference to the terms of ATTACHMENT A: Utah County's Standard Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this agreement on \_\_\_\_ of \_\_\_\_\_ 20\_\_.

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

By: \_\_\_\_\_
Deputy Clerk

By: \_\_\_\_\_
AMELIA POWERS GARDNER, Chair

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

CONTRACTOR

By: \_\_\_\_\_
Deputy Utah County Attorney

By: \_\_\_\_\_
Its: \_\_\_\_\_

**ATTACHMENT A:**  
**UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES**

1. **DEFINITIONS.** The following terms shall have the meanings set forth below:
  - (A) The “Agreement” consists of the following documents:
    - (i) The Utah County Agreement cover page, which contains the signatures of Utah County and Contractor;
    - (ii) This Attachment A: Utah County Standard Terms and Conditions for Products and Services; and
    - (iii) Any other express written attachments that are incorporated by reference on the Utah County Agreement cover page.
  - (B) “Contractor” means the individual or entity delivering the Products and Services identified in the Agreement. The term “Contractor” shall include the individual’s or entities’ agents, officers, employees, and partners.
  - (C) The “County” means Utah County, a political subdivision of the State of Utah, as directed and managed by a majority vote of the Board of County Commissioners of Utah County.
  - (D) “Products” means any products to be delivered to the County by Contractor as described in the Utah County Agreement cover page, including any products described in any attachments that are incorporated by reference on the Utah County Agreement cover page.
  - (E) “Services” means any services to be performed for the County by Contractor as described in the Utah County Agreement cover page, including any services described in any attachments that are incorporated by reference on the Utah County Agreement cover page.
  - (F) “Subcontractors” mean subcontractors or subconsultants that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or authorized resellers.
2. **EXTRA WORK.**
  - (A) Extra work shall be undertaken only when previously authorized in writing by the County and is defined as additional work which is neither shown nor defined in the Agreement or the attached Contractor’s proposal (if any) but determined by the County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical and unforeseeable.
  - (B) Miscellaneous items normally associated with the major work items included in the Agreement, but which may not be specifically identified, shall be furnished by Contractor as if they had been included in the Agreement, without additional cost to the County. After written prior authorization of the Board of County Commissioners of Utah County, payment for authorized extra work will be made in the previously authorized amount only.
3. **PAYMENT.** Payments from the County are normally made by the end of the month following the date an order is delivered, service is performed, or the date a correct invoice is received, whichever is later. All payments for the Agreement will be remitted electronically, by mail, or as otherwise determined by the County. Contractor shall accept payment by check or by Purchasing Card without any additional fees.
4. **OWNERSHIP IN INTELLECTUAL PROPERTY.** The County and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The County will have all rights, title, and

ownership of all websites and social media accounts, including any passwords, usernames, or other pertinent login information or hosting credentials; advertising materials, including any content or work product; images; newsletters; and intellectual property, including derivative works, created, or arising out of the performance of the Agreement, unless otherwise indicated in the Agreement. Contractor will give the County a list of all current passwords, usernames, and any other relevant information or credentials necessary for access and control of any property under the Agreement upon completion of the Agreement or upon the County's request.

**5. INSURANCE.**

(A) Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than three million dollars (\$3,000,000) per occurrence, or in a lesser amount if explicitly authorized and identified on the Utah County Agreement cover page. This coverage shall provide liability insurance to cover the activities of Contractor and its subcontractors, all equipment and vehicles, public or private, used in the performance of the Agreement, and to add the County as an additional insured for any Services in the contract. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place and that the County is an additional insured. An umbrella policy may be used to supplement the Commercial General Liability insurance coverage if needed to reach the coverage requirement.

(B) Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors.

**6. GOVERNING LAW AND VENUE.** The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah and Utah County. Any action or proceeding arising from the Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Provo, in the Fourth Judicial District Court for Utah County.

**7. COMPLIANCE WITH LAWS AND REGULATIONS.** At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain, and renew all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement. To the extent that Contractor uses, stores, transfers, or manipulates any data in the performance of its obligations, Contractor will further comply with all applicable privacy and data laws and regulations, including but not limited to General Data Protection Regulation 2016/679 of the European Union ("GDPR") and similar provisions from any jurisdiction in the United States and any locations where data is or may be stored.

**8. EMPLOYMENT STATUS VERIFICATION.** Contractor shall register and participate in the Status Verification System and comply with Utah Code section 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code section 63-G-12-302 from each of its contractors and subcontractors.

**9. INDEPENDENT CONTRACTOR.** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the County, and therefore is not entitled to any of the benefits associated with such employment. As an independent contractor, Contractor shall have no express or implied authority to bind the County to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the County. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

10. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Contractor shall also pay any litigation expenses that the County incurs, including attorney's fees, arising out of or related to the Agreement. Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. The County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement.
11. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY.** Contractor shall indemnify and hold the County harmless from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any action or claim brought against the County for infringement of a third party's copyright, trademark, trade secret, or other proprietary right.
12. **GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"). The County does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act.
13. **NON-FUNDING CLAUSE.** The County intends to request the appropriation of funds to be paid for the services provided by Contractor under the Agreement. The Agreement shall create no obligation on the County as to succeeding annual budget cycles and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the County's obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement. If funds are not appropriated for a succeeding annual budget cycle to fund performance by the County under the Agreement, or if the budget is amended to make such funds no longer available, the County shall attempt to notify Contractor of non-funding and the termination of the Agreement.
14. **SALES TAX EXEMPTION.** The County's sales and use tax exemption number is 11748944 002 STC. The tangible personal property or services being purchased are to be paid from the County's funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Agreement. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.
15. **CONFIDENTIALITY.** Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the County and shall be held confidential by Contractor. In addition, all information provided to Contractor by the County for the purposes of Contractor's performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor's firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the County. The County shall have the sole obligation or privilege of releasing such information as required by law. Any employee or member of the Contractor's firm, subcontractor, or agent with whom Contractor shares any information as described in this section will be under the same obligations of confidentiality, and Contractor is required to secure and provide to County written commitments to that effect from each such recipient of information.



16. **TERMINATION.** Unless otherwise stated in Attachment C: Special Provisions, the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. If the violation is reasonably subject to cure, the party in violation will be given 10 working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by the County upon 30 days prior written notice being given to Contractor. On termination of the Agreement, all accounts and payments will be processed according to the financial arrangements in the Agreement for approved services rendered prior to the date of termination, subject to any offsetting claims by the County.
17. **FORCE MAJEURE.** The County will not be held liable for delay or default caused by fire, riot, acts of God, State or Utah County declared state of emergency, or war. The County may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.
18. **SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.
19. **LEGAL SUPPORT.** Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.
20. **NO PRESUMPTION.** Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.
21. **WARRANTY.** Contractor warrants to the County that all services and materials furnished under the Agreement will be of the highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of Contractor's profession, and in conformance with the terms hereof.

Contractor warrants and assumes responsibility for all products (including hardware, firmware, and software products) that it licenses, contracts, or sells to the County under the Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Agreement or Contractor's proposal, attached hereto (if any). Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Agreement. Product liability disclaimers and warranty disclaimers from the seller are not applicable to the Agreement unless otherwise specified and mutually agreed upon elsewhere in the Agreement. In general, Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied upon Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of defects or unusual problems about which the County has not been warned in writing prior to entering into the Agreement. Remedies available to the County include, without limitation, the following: Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the County may otherwise have under the Agreement.

22. **TIME IS OF THE ESSENCE.** The County and Contractor recognize that time is of the essence here and the County will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the County. Contractor shall be liable for all reasonable damages to the County and to anyone whom the County may be liable to as a

result of Contractor's failure to timely deliver and perform the Products and Services.

23. **DELIVERY.** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the County except as to latent defects, fraud, and Contractor's warranty obligations.
24. **CONDITION AND TITLE.** The products delivered by Contractor to the County shall be new and free of all faults and defects. Upon payment of the purchase price by the County to Contractor, Contractor shall provide the County with clear title, free and clear of all liens and encumbrances.
25. **INTERPRETATION OF AGREEMENT.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.
26. **NOTICES.** All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder, including by email to the contact person for Contractor at the email address identified on the Utah County Agreement cover page.
27. **COUNTERPARTS AND FACSIMILE SIGNATURES.** The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.
28. **AMENDMENTS.** No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.
29. **ASSIGNMENT.** The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.
30. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.
31. **WAIVER.** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. Any waiver must be in writing and signed by the party making the waiver.
32. **SURVIVAL.** The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination, such as but not limited to: **Section 4. Ownership of Intellectual Property, Section 10. Indemnification, Section 11. Indemnification Relating to Intellectual Property, and Section 15. Confidentiality.**
33. **ENTIRE AGREEMENT.** The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.

Revised October 6, 2021