Request for Proposal (RFP)

Design-Build Remodel of Duchesne County Administration Building

Issued By:

Shane Jenkins
Duchesne County Building & Grounds Director
1621 North 900 East
Duchesne, Utah 84021
(435) 738 1142 Office
(435) 822 3209 Cell
sjenkins@duchesne.utah.gov

Issue Date:

April 3, 2025

Proposal Due Date and Time:

May 2, 2025 at 3:00 p.m. mountain standard time

Project Name:

Design-Build Remodel of Duchesne County Administration Building

Project Location:

Duchesne County Administration Building
734 North Center Street
Duchesne, Utah 84021

1. Introduction

Duchesne County is seeking competitive sealed Proposal from qualified design-build firms to provide architectural and construction services for the remodel of the Duchesne County Administration Building. The selected contractor will be responsible for the design, permitting, and construction of the remodel in accordance with local, state, and federal regulations.

This Request for Proposal (RFP) outlines the scope of work, requirements, and submission guidelines for interested bidders.

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2. Scope of Work*

The scope of work for this project includes, but is not limited to:

1. **Design Phase:**
    - Conduct site evaluations and needs assessments.
    - Develop preliminary and final design documents.
    - Ensure compliance with applicable building codes, ADA requirements, and energy efficiency standards.
    - Obtain all necessary permits and approvals.
2. **Construction Phase:**
    - Demolition and removal of outdated or non-compliant structures and systems.
    - Structural, electrical, plumbing, HVAC, and technology upgrades.
    - Interior and exterior improvements, including finishes, accessibility upgrades, and security enhancements.
    - Waste disposal and site cleanup.
3. **Project Management & Closeout:**
    - Schedule and conduct progress meetings with stakeholders.
    - Provide regular status reports and updates.
    - Conduct final inspections and obtain necessary occupancy approvals.
    - Deliver all as-built drawings, manuals, and warranties.

**All concept drawings are concept only; they do not include any ADA , Local, State, or Federal codes or regulations.*

Key notes written on concept drawings should be include in this proposal.

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3. Project Timeline

Milestone	Estimated Completion Date
RFP Issued	April 3, 2025
Mandatory Pre-Bid Meeting	April 15, 2025 at 10:00 A.M. Mountain Standard Time
Bid Submission Due	May 2, 2025 by 3:00 P.M. Mountain Standard Time
Contract Award	May 5, 2025
Design Phase Begins	With Notice to Proceed
Construction Begins	With Notice to Proceed
Project Completion	September 19, 2025

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4. Mandatory Pre-Bid Meeting

A **mandatory** pre-bid meeting will be held to provide an overview of the project and allow potential bidders to ask questions. Attendance at this meeting is required in order to submit a bid. Bids from firms that do not attend the pre-bid meeting will not be considered.

Date: April 15, 2025
Time: 10:00 A.M. Mountain Standard Time
Location: 734 North Center Street Duchesne, Utah

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5. Proposal Submission Requirements

Interested bidders must submit a sealed Proposal containing the following:

1. **Cover Letter** – Brief introduction and statement of interest.
2. **Company Information** – Name, address, phone, email, and primary contact.
3. **Project Approach** – Outline of design-build methodology, including project management strategy.
4. **Experience & Qualifications** – Portfolio of similar government projects with references.
5. **Team Composition** – Key personnel and subcontractors (if applicable).
6. **Project Schedule** – Detailed timeline with key milestones.
7. **Cost Proposal** – Itemized breakdown of design and construction costs.
8. **Licenses & Certifications** – Proof of required licenses, insurance, and bonding.
9. **Compliance Statement** – Acknowledgment of all legal and regulatory requirements.
10. **Addendum Acknowledgment -** List Number of Addendums received

All Proposals must include **5 copies** and be submitted in a sealed envelope marked:
"Proposal for Design-Build Remodel of Duchesne County Administration Building"

Although not required, any potential cost saving strategies or suggestions for best practices in this process should be shown in proposals and will be considered as part of the selection process through the Technical Approach section of the Evaluation Criteria step.

Proposals must be delivered or mailed to:
Melissa Hughes
Duchesne County
Commission Executive Assistant
734 North Center Street
P.O. Box 270
Duchesne, Utah 84021

Proposal submissions due by May 2, 2025 by 3:00 p.m. mountain standard time.

Late submissions will not be accepted.

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6. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- **Technical Approach (20%)** – Feasibility and innovation of the design-build approach.
- **Experience & Qualifications (20%)** – Relevant past performance and expertise.
- **Project Schedule (15%)** – Ability to meet deadlines and minimize disruption.
- **Cost Proposal (30%)** – Overall cost competitiveness and value for money.
- **Local Preference (15%)** – Adherence to bid requirements and completeness of submission.

Duchesne County reserves the right to reject any or all bids or negotiate modifications to the proposed scope.

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7. Questions & Clarifications

All inquiries regarding this RFP must be submitted in writing to:

Shane Jenkins
Duchesne County Building & Grounds Director
sjenkins@duchesne.utah.gov

Deadline for Questions: April 25, 2025 by 5:00 P.M. Mountain Standard Time

Last addendum issued by: April 29, 2025 by 11:00 A.M. Mountain Standard Time

Responses will be issued as an addendum to this RFP and posted on [Duchesne County Website / Sciquest website].

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8. Terms & Conditions

- The selected contractor must comply with all local, state, and federal regulations.
- All work must be completed within the agreed-upon timeline and budget.
- Duchesne County reserves the right to terminate the contract if the contractor fails to meet project expectations.
- Duchesne County is not responsible for any costs incurred in Proposal preparation.
- Duchesne County is requiring selected contractor to obtain Payment Bond and Performance Bond.
- The selected contractor will be Required enter into Standard Contract Terms & Conditions. (Attachments B & Attachment C)

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9. Attachments

- **Attachment A:** Concept Drawings
- **Attachment B:** Standard Contract Terms & Conditions (Design Phase)
- **Attachment C:** Standard Contract Terms & Conditions (Construction Phase)

We appreciate your interest in this project and look forward to receiving your Proposal.

Sincerely,
Shane Jenkins
Duchesne County
Building & Grounds Director
1621 North 900 East
Duchesne, Utah 84021
sjenkins@duchesne.utah.gov
(435) 738 1142 Office
(435) 822 3209 Cell

Attachment:

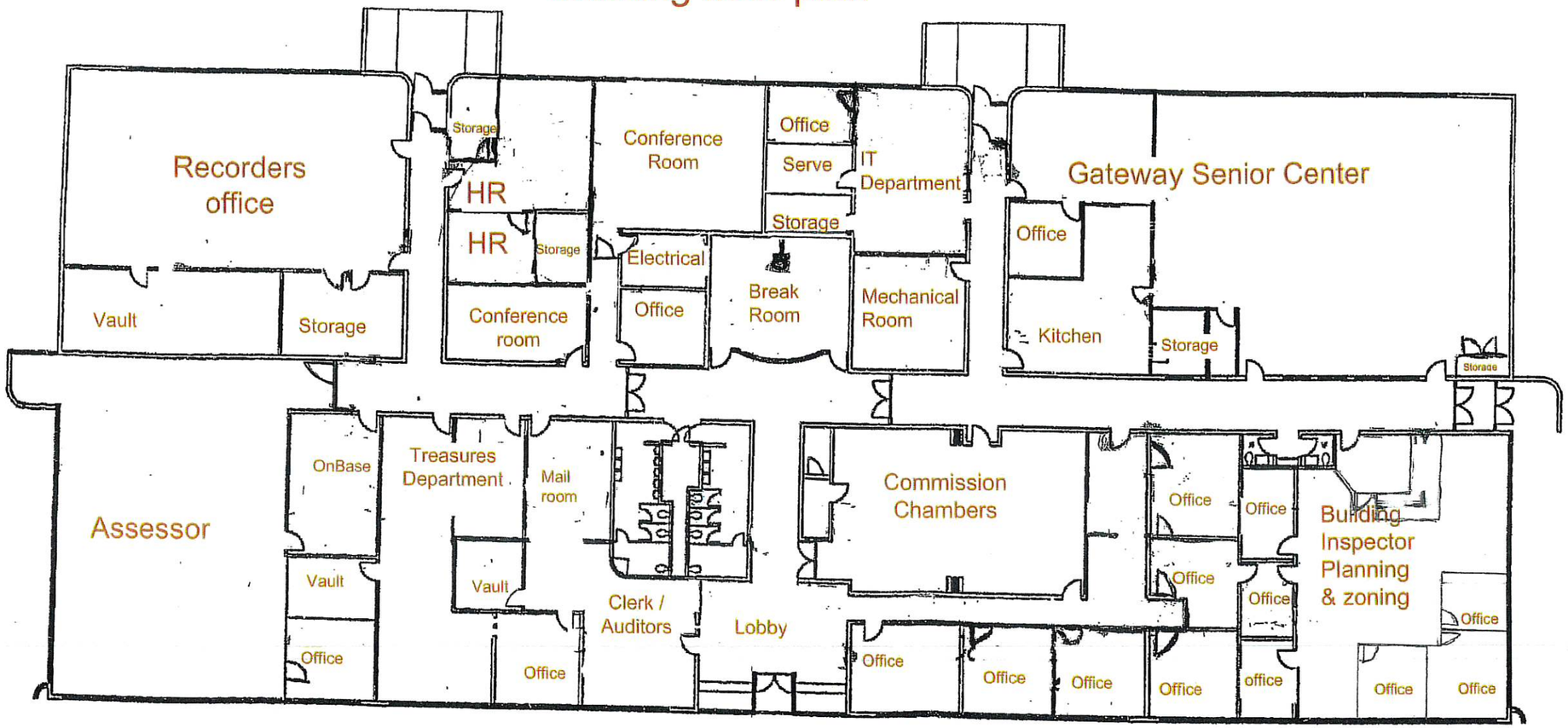
A

Concept

Drawings

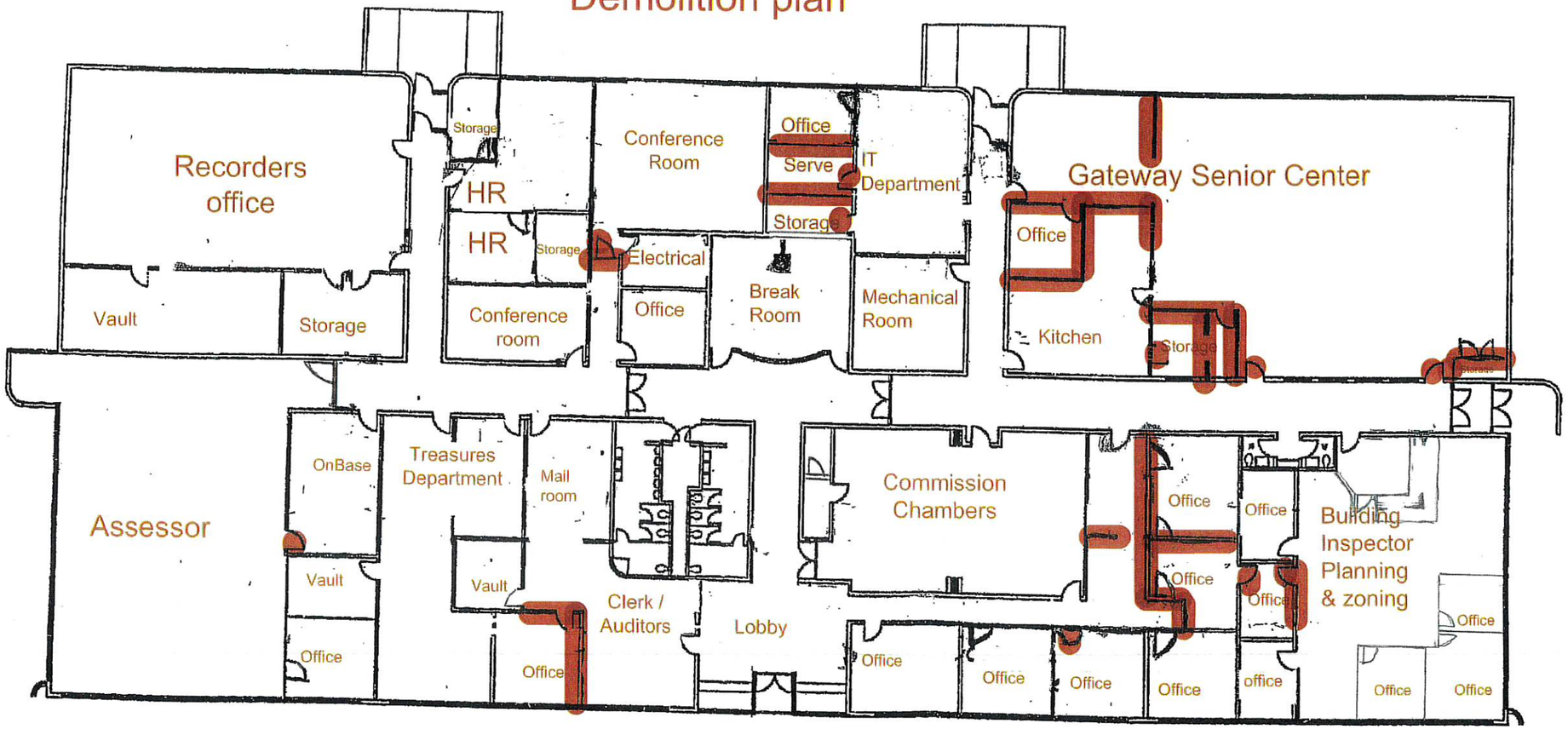
12 pages

Existing floor plan

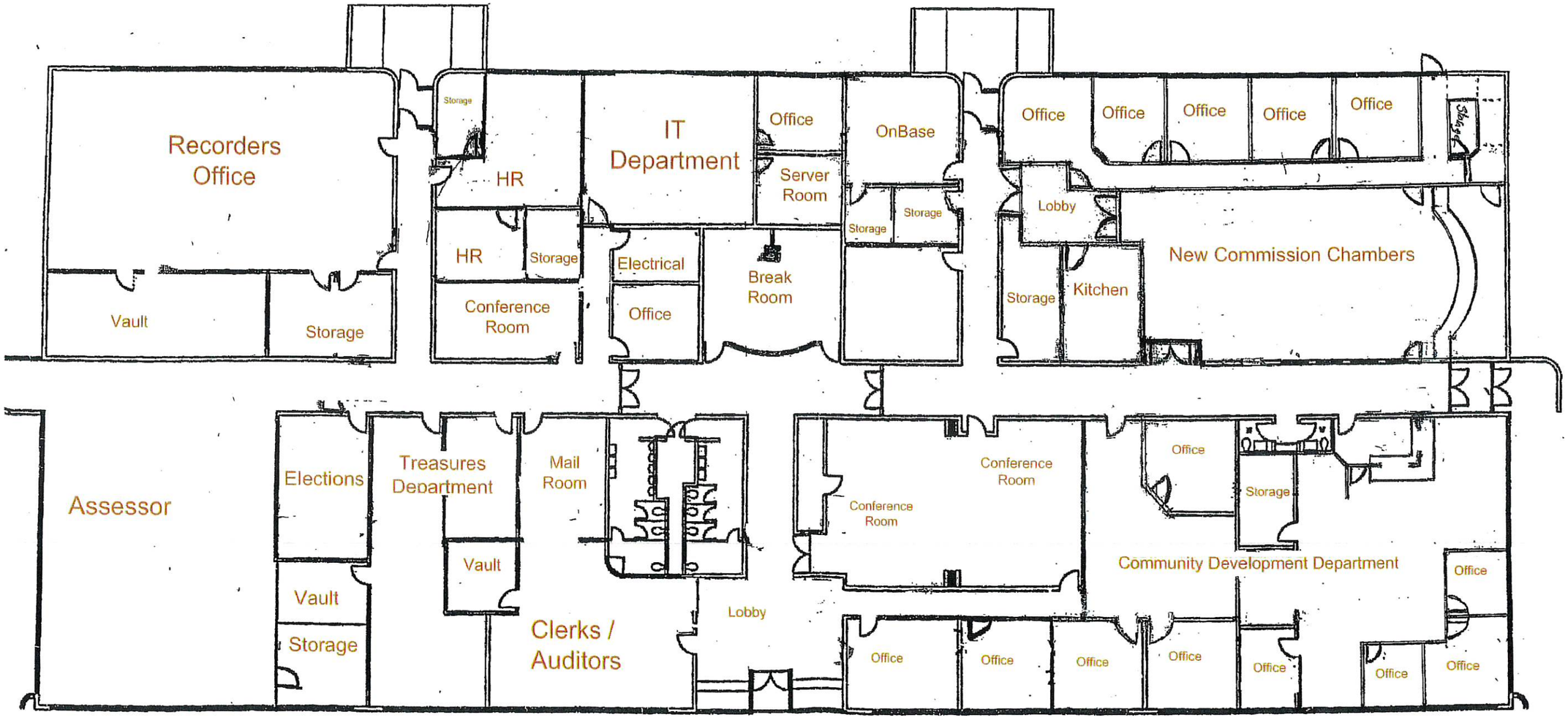


All concept drawings are concept and does not reflect any ADA,Local, State or Federal codes and regulations

Demolition plan



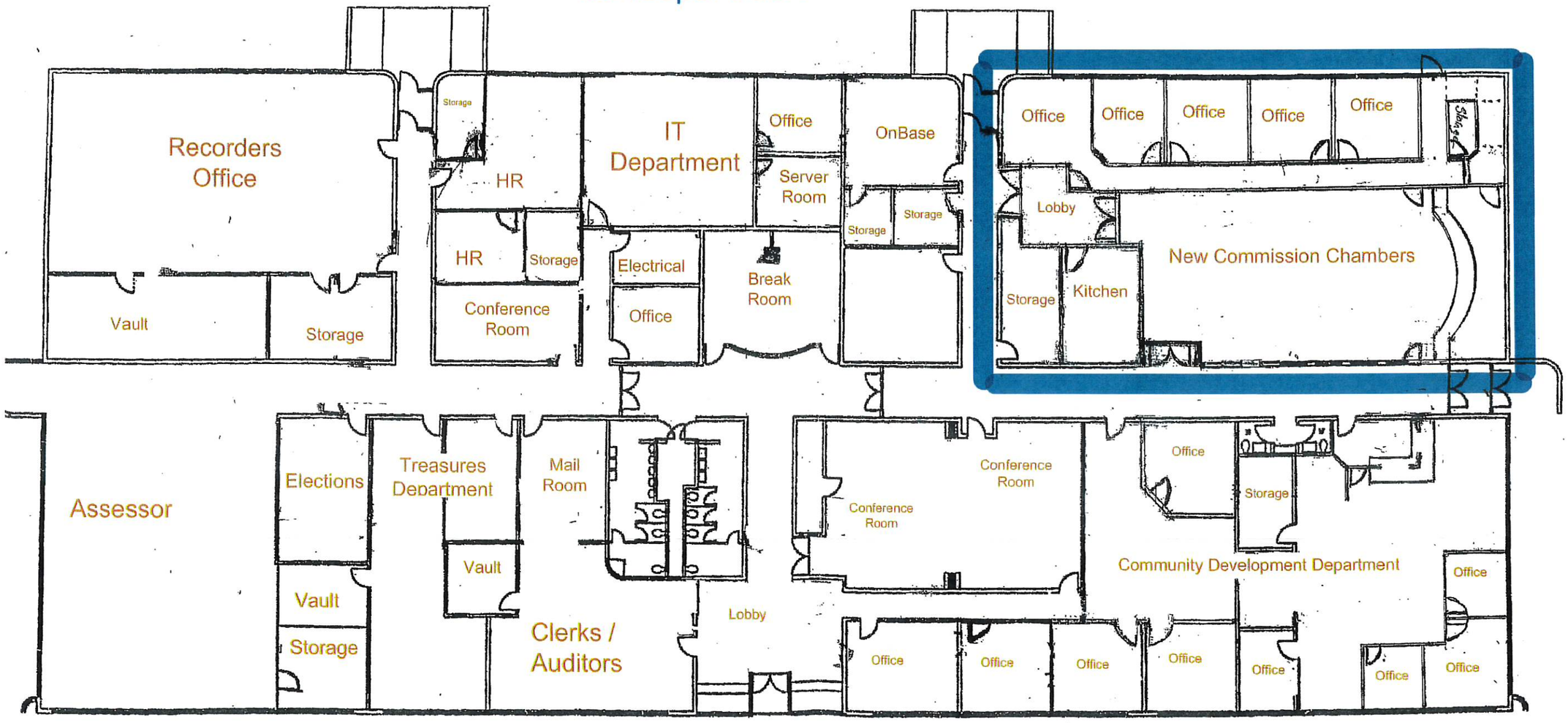
Concept floor plan



GENERAL KEY NOTES

* Install a Diesel Generator and transfer switch sized to run the whole Building
* All new HVAC upgrades must connect and work with existing BMS system
* Return air vents in main hallway ducted across for return air in offices on the south side of the building

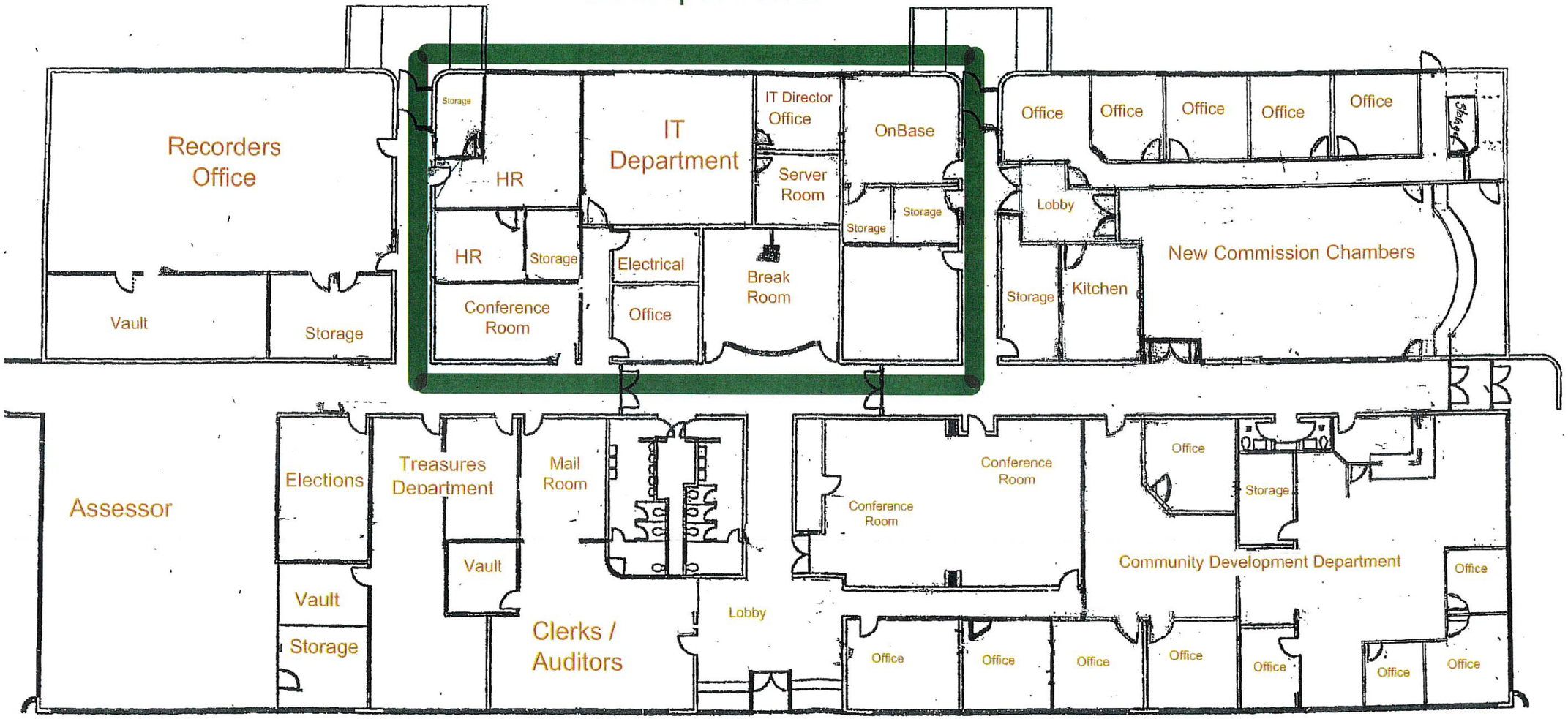
Concept Area 1



AREA KEY NOTES

* New RTU with VFD and hot water reheat VAV in all new offices and Commission Chambers.
* Ceiling moved to as high as possible in commission Chambers.
* Commission Chambers Bench raised 12 inches and 2 big TV's on placed on each side of commission bench behind commissioners.
* Wall between new Commission Chambers and hallway needs sheet rocked to soften the space
* If possible make away to come from the bench area to main floor.
* Commission Chambers needs to have 2 sets of double doors as well as the lobby double doors need to swing out of the rooms for egress.
* New exterior door from office area.
* Replace all floor coverings in this area
* Add a single unisex restroom in this area (Around kitchen, storage, lobby area)

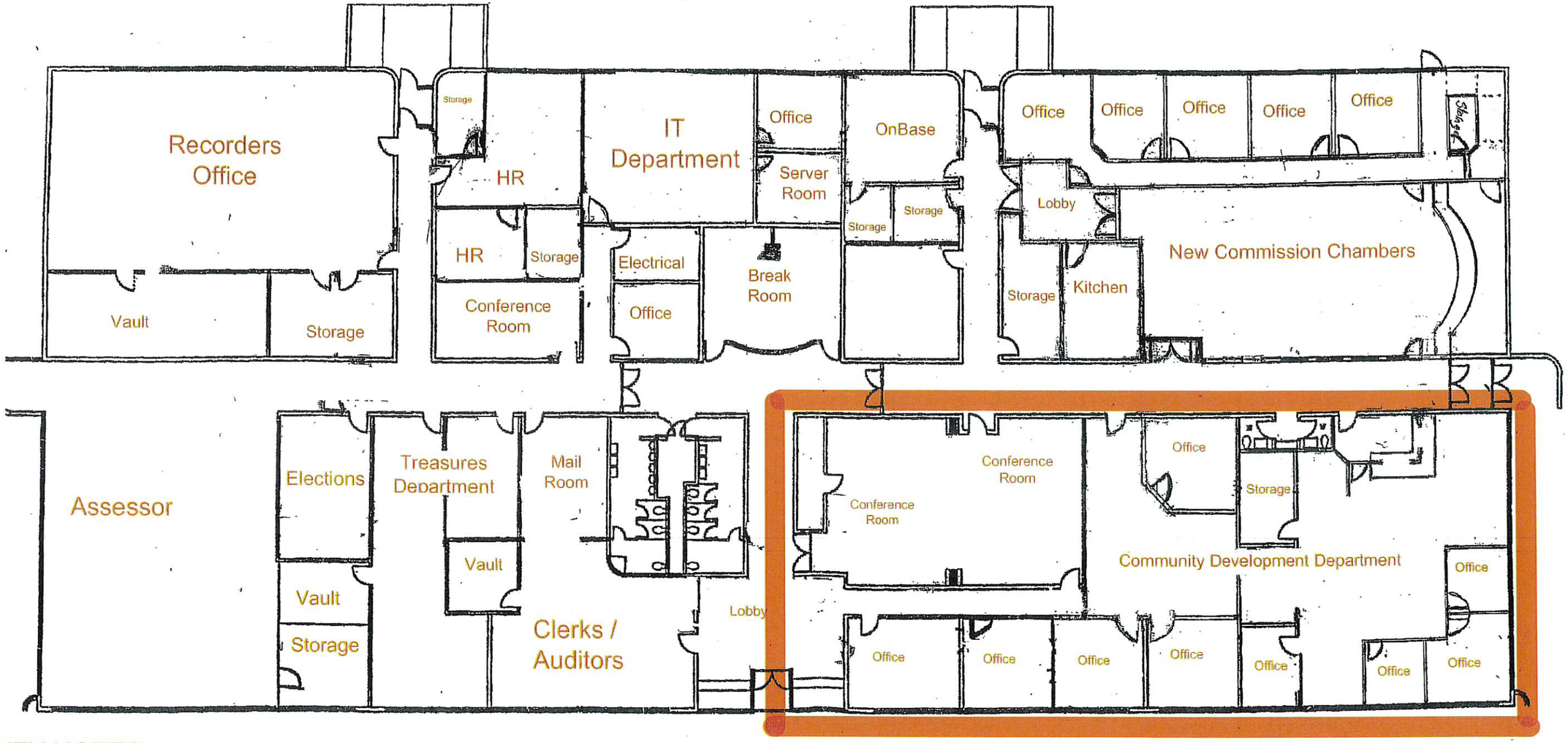
Concept Area 2



AREA KEY NOTES

* New RTU with VFD and hot water reheat VAV's in OnBase, IT Directors office, IT Department, Both HR areas and conference room
* Server Room to get a new uninterrupted power supply and Bypass switch (County supplied) installed in this room as well as a new cooling only unit
* Replace floor coverings in OnBase, IT Director, It Department, Server room and the two storage room by OnBase

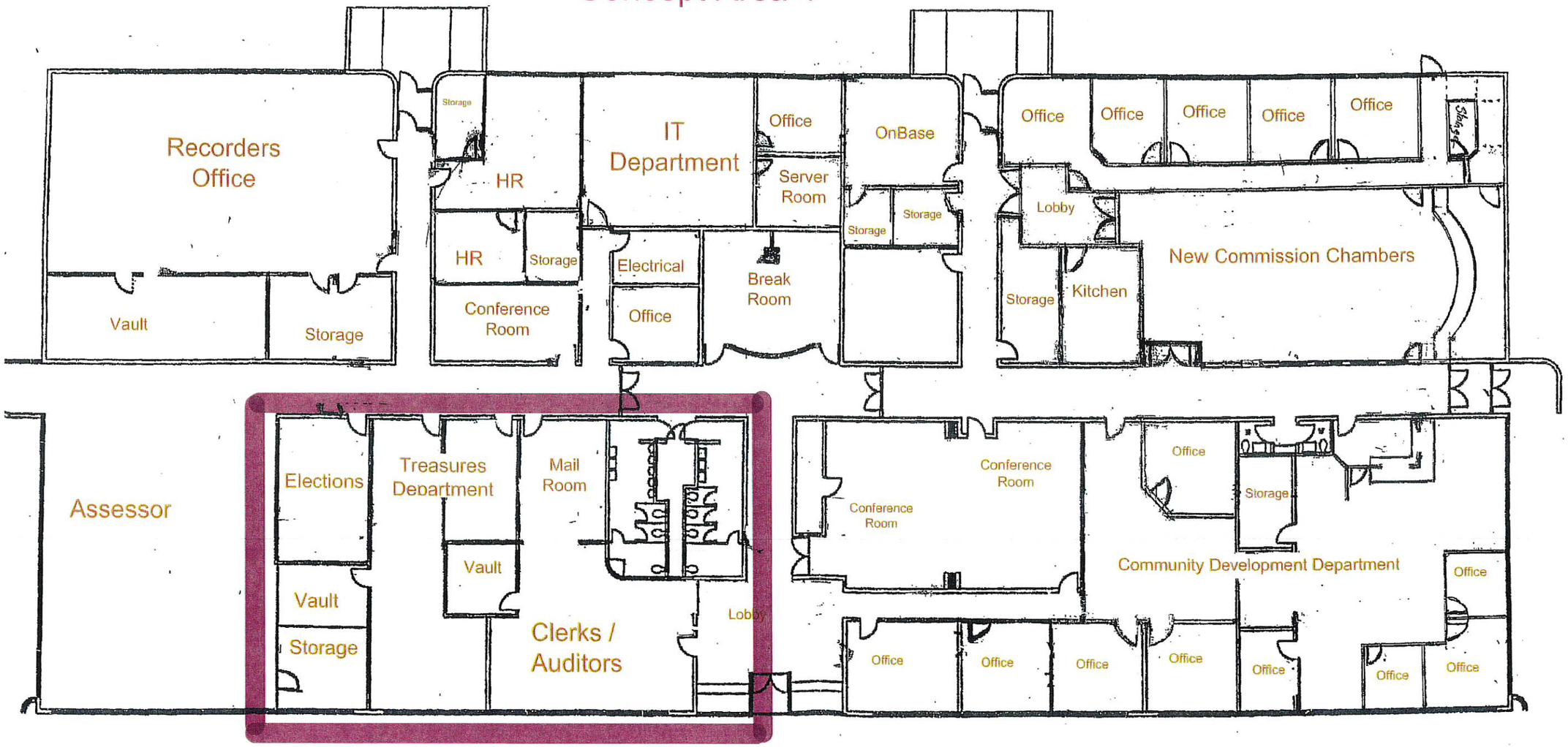
Concept Area 3



AREA KEY NOTES

* Redo All HVAC in this area for better zone control. (Remove small RTU in southeast corner of building and repair the roof. Install new RTU with VFD and Hot Water Reheat VAV's above this Area. Remove Old RTU from above New Commission Chambers and repair Roof.
* Relocate the Electrical Panel in Community Development Department.
* Replace all Floor Coverings in this area.
* Update Both small Restrooms in this area with floor and Wall Tile and new Paint

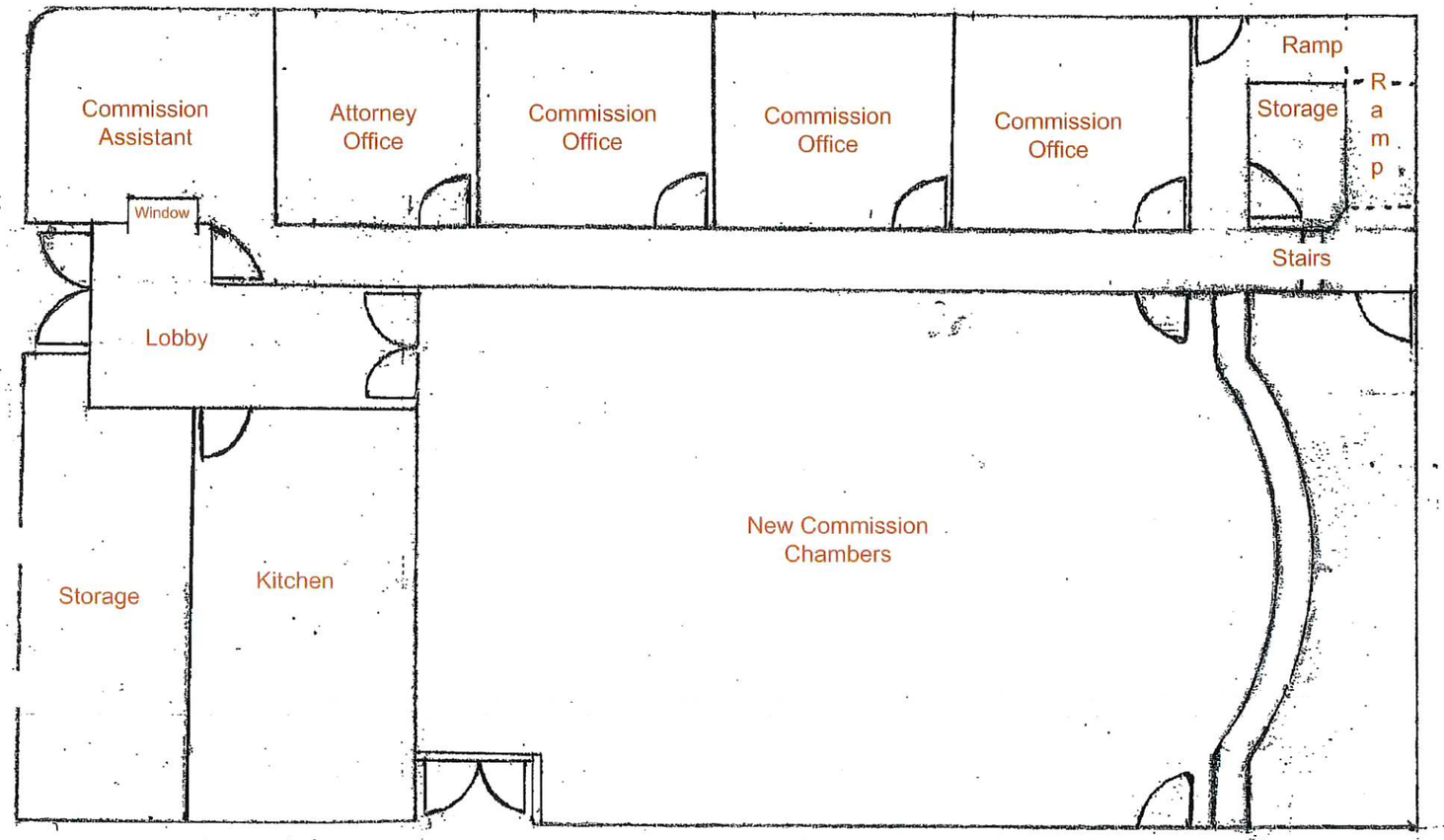
Concept Area 4



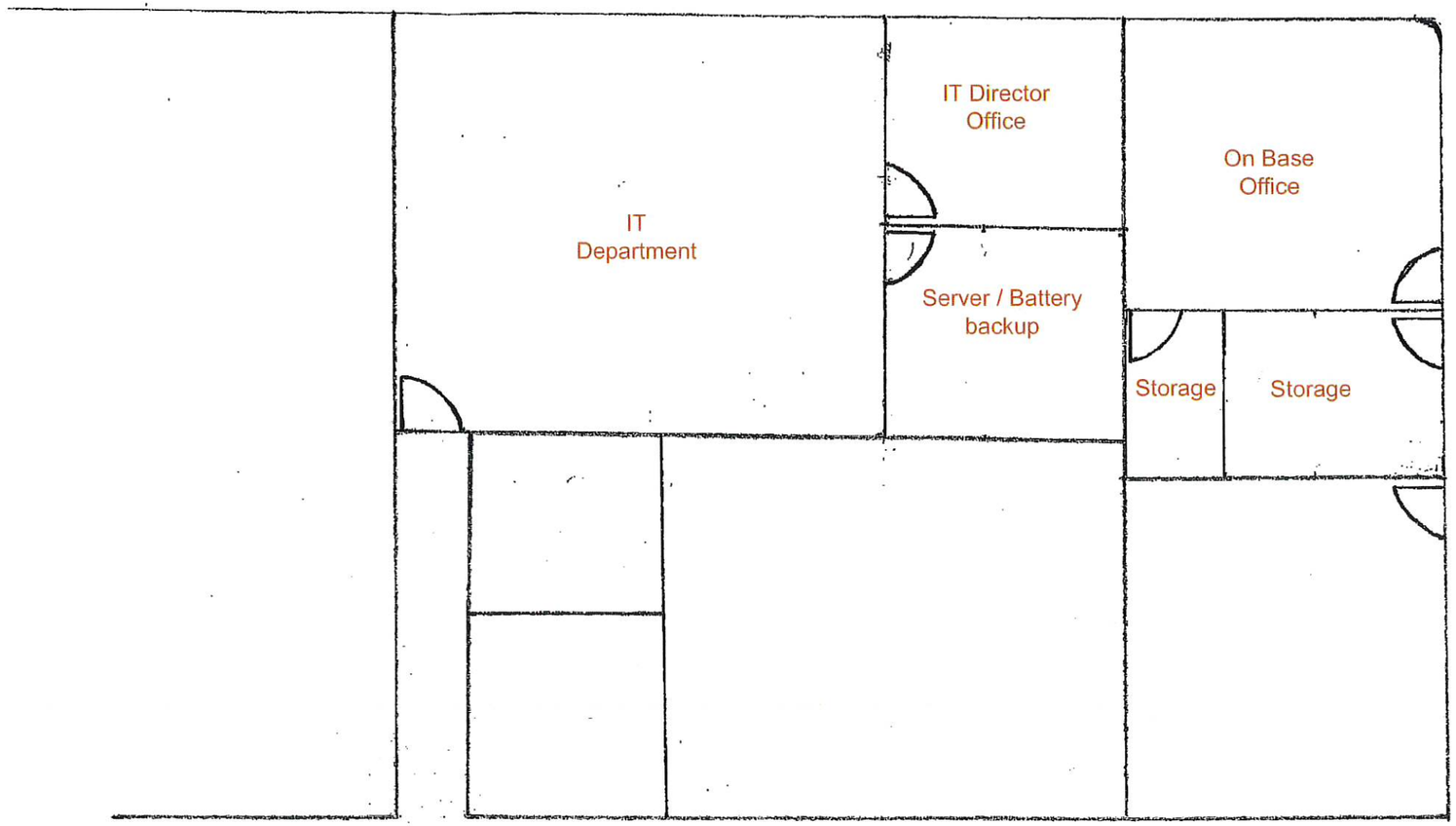
AREA KEY NOTES

* Elections Room remove the door and fill matching existing wall coverings between the Assessor office and Elections office.
* Remove walls shown on Demolition plan repair floor and ceiling with matching Existing coverings.
* Update Both Men and Womens Restrooms in this area with new floor and wall coverings, paint, lighting, plumbing fixtures including fixture hangers in the chase and stall partitions. (we want stall partitions closer to the floor and a little taller with continuous hardware from wall to panel and panel to panel for privacy. in the mens restroom remove one urinal and re-space existing four urinals for ADA compliance add partitions betweens urinals for privacy,
* In the Clerk /Auditors/ mail room all HVAC needs to be one zone

Enlarged Concept Area 1



Enlarged Concept Area 2



Enlarged Concept Area 3





Sample commission Bench's

We would like an accent wall behind Commission with County logo and large TV'S on the sides. 5 monitors around the Commission bench as well as audio/video system in the chambers possibly some decorative acoustic panels around the room for sound control.



Attachment:

B

Standard Contract

Terms & Conditions

Design Phase

9 pages

DUCHESNE COUNTY

CONTRACT

FOR

DESIGN-BUILD REMODEL OF DUCHESNE COUNTY ADMINISTRATION BUILDING

(DESIGN PHASE)

PREPARED BY:

DUCHESNE COUNTY

CONTRACT

PART 1 GENERAL

1.1 CONTRACT NAME

A. Name of Project: Design-Build Remodel of Duchesne County Administration Building (Design Phase)

1.2 CONTRACTOR

A. Name and Address: _____

_____

_____

_____

B. Telephone Number: _____

Facsimile Number: _____

1.3 OWNER

A. Duchesne County, a political subdivision of the State of Utah (referred to hereafter as "County" or "Owner")

B. The County's agency for this Project is: Building and Grounds.

C. The Department Head and Contact Person of the County's Agency is Shane Jenkins.

PART 2 PAYMENT TERMS

2.1 CONTRACT PRICE

A. The contract price includes the cost for the Work specified in the Request for Proposal, Plans, Specifications, General Conditions, Special Conditions (if any), Supplemental Conditions (if any), Bid, Contract Award, and this Agreement, collectively referred to hereafter as Contract Documents; plus the cost of all bonds, insurance, premiums, fees required, and all charges, expenses or assessments of whatever kind or character.

B. The schedule of Prices awarded from the Bid Form submitted by Contractor are as follows:

Item	Classification of Work	Amount
1		$
2		$
3		$
TOTAL		$
NOTES:		

C. Based upon the above-awarded schedules, the Contract Price awarded is:

_____dollars

($_____).

2.2 PAYMENT PROCEDURES

A. Progress Payments: Contractor shall submit applications for payment in accordance with the General Conditions of the Contract Documents. Applications for payments will be processed by the County as provided in the General Conditions. Payment shall not become due or payable for any contract item not provided or installed by the Contractor exactly as indicated in the Contract Documents.

1. Withholding payment: The County reserves the right to withhold payment from Contractor for non-compliance with any provision of the Contract Documents.

2. Final Payment: After completion of all Work, and acceptance thereof by the County, County shall pay the Contract Price due, after deducting therefrom all previous

payments, liquidated damages, and other amounts to be withheld by County. All prior progress payments shall be subject to correction in the final payment. Contractor must make a written request for the final payment and it shall not be due and payable until the expiration of thirty (30) days from receipt by the County of the request for final payment.

B. Extra Work: No money will be paid to the Contractor for any additions, deletions or revision in the Work required by the Contract Documents unless a contract Change Order for such has been made in writing and executed by the County and the Contractor.

PART 3 CONTRACT TIME

3.1 CONTRACT TIME

A. Contract time will start the day the Contractor receives Notice to Proceed from Duchesne County.

B. Contract time will end on _____.

C. Any time specified in the work sequences set forth in the Project's schedule, as prepared by Contractor, shall be part of the Contract Time.

D. Time is of the essence.

3.2 EFFECT OF TIME EXTENSION

A. Permitting the Contractor to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been from time to time extended, whether or not a new completion date is established, shall not operate as a waiver by County of any of County's right under this Agreement.

PART 4 LEGAL PROVISIONS

4.1 CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE

The provisions of this Contract shall be governed by the laws of the State of Utah, Duchesne County, and Duchesne City. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Duchesne County, in the Eighth Judicial District, Duchesne Department. Vendor agrees to be bound by the decision of Duchesne County in case of any dispute arising from the interpretation or application of the Terms and Conditions.

4.2 Laws and Regulations

The Parties signing below under this Contract and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.

4.3 Independent Contractor

The Contractor shall be an independent Contractor, and as such, shall have no authorization, express or implied, to bind Duchesne County, or its members, to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Duchesne County, or its representatives, except as herein expressly set forth. Compensation stated herein shall be the total amount payable by Duchesne County. The Vendor shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from Duchesne County for these Contract services. Persons employed by Duchesne County and acting under the direction of Duchesne County shall not be deemed to be employees or agents of the Contractor.

4.4 Indemnity

The Contractor agrees to indemnify, save harmless, and release Duchesne County, and all their officers, agents, volunteers, and employees from and against any and all claims, loss, damages, injury, liability, suits, and proceedings arising out of the performance of the Contract which are caused in whole or in part by the acts or negligence of (a) the Contractor, (b) the Contractor's officers, agents, volunteers, or employees, (c) the Contractor's subcontractors, or (d) anyone for whom Contractor may be liable but not for claims arising from Duchesne County's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property. The Contractor's duties contained within this provision do not expire upon the expiration of this contract and will continue until such time all such statute of limitations have expired.

Nothing in this contract shall waive the Governmental Immunity provisions within Utah State Code.

4.5 DEFAULT

Any of the following events will constitute cause for Duchesne County to declare Contractor in default of this Contract: (1) Nonperformance of contractual requirements; or (2) A material breach of any term or condition of this Contract.

4.6 AVAILABLE REMEDIES

Duchesne County may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Contract; or (4) Suspend Contractor from receiving future solicitations. County shall be entitled to deduct and retain liquidated damages or other damages out of any money, which may be due or become due the Contractor under this Agreement. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall promptly pay said amounts to the County.

4.7 LIQUIDATED DAMAGES FOR LATE COMPLETION

A. **Late Completion.** Time is of the essence of the Contract Documents. Contractor agrees that County will suffer financial loss/damages if the Work is not completed within the Contract Time or within any time extensions allowed in accordance with the General Conditions. Contractor and Duchesne County agree that said financial loss/damages will occur from additional administrative costs to County and for disruption and delay in the County's provision of services to the public, and further agree that the amount of said financial loss/damages is difficult to determine with certainty. Accordingly, instead of requiring proof of specific financial loss or damages for late completion of the Work, Contractor agrees to pay the following sums to the County as liquidated damages and not as a penalty:

1. Late Contract Time Completion: Five Hundred dollars ($500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete by Duchesne County.

2. Reasons for Liquidated Damages, Provision for Other Damages: The liquidated damages described above are established to provide for administrative costs and damage to County's ability to provide public services and convenience thereof to the public which it serves.

Consequently, County and Contractor agree that in the event County suffers special damages from circumstances other than those specified herein and in the description of liquidated damages given above, the amount of liquidated damages stipulated above shall not be deemed to be a limitation upon County's right to recover the full amount of said special damages.

4.8 Interpretation of Contract

Any ambiguities in the contract language shall be liberally construed in favor of Duchesne County.

4.9 Separability

Any invalidation of any sections or provisions of this contract will not affect the validity of the remainder of the provision or other provisions in the contract.

Part 5 Modifications and Termination

5.1 Modification

This agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

5.2 Termination

Either non-breaching party may terminate the Contract upon a material breach by the non-breaching party. Any performance will be accelerated and due upon the breach and termination of the Agreement.

Part 6 Miscellaneous Provisions

6.1 Assignment and Subcontract

The parties agree that Contractor will not delegate performance obligations under this Agreement, in whole or in part, without the prior written approval by the County. Authorization must come from Duchesne County.

Any such delegation of responsibilities is declared as void and will not relieve Contractor from any liability or performance obligations under this Agreement.

6.2 Entirety of Contract

This Agreement supersedes all other Agreements that may have been signed between the Parties prior to date of the Parties signing of this Agreement. This Agreement incorporates by reference all Contract Documents noted above.

6.3 Acknowledgment

The parties understand and have read this agreement and have been provided sufficient time to review it with an independent attorney, or have otherwise refused or elected not to seek legal review. By signing this Agreement, I certify that I am authorized to sign it for the party I am signing it for. I certify that I am capable of understanding this contract and hereby fully understand or have had the opportunity to inquire further into any provision of this contract I do not fully understand and hereby waive any future claim of misunderstanding such terms.

_____ _____

Contractor Duchesne County Commission Chair

_____

Duchesne County Department Head

Attachment:

C

Standard Contract

Terms & Conditions

Construction Phase

9 pages

DUCHESNE COUNTY

CONTRACT

FOR

DESIGN-BUILD REMODEL OF DUCHESNE COUNTY ADMINISTRATION BUILDING

(CONSTRUCTION PHASE)

PREPARED BY:

DUCHESNE COUNTY

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B. Telephone Number: _____

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The Parties signing below under this Contract and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.

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The Contractor agrees to indemnify, save harmless, and release Duchesne County, and all their officers, agents, volunteers, and employees from and against any and all claims, loss, damages, injury, liability, suits, and proceedings arising out of the performance of the Contract which are caused in whole or in part by the acts or negligence of (a) the Contractor, (b) the Contractor's officers, agents, volunteers, or employees, (c) the Contractor's subcontractors, or (d) anyone for whom Contractor may be liable but not for claims arising from Duchesne County's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property. The Contractor's duties contained within this provision do not expire upon the expiration of this contract and will continue until such time all such statute of limitations have expired.

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4.7 LIQUIDATED DAMAGES FOR LATE COMPLETION

A. **Late Completion.** Time is of the essence of the Contract Documents. Contractor agrees that County will suffer financial loss/damages if the Work is not completed within the Contract Time or within any time extensions allowed in accordance with the General Conditions. Contractor and Duchesne County agree that said financial loss/damages will occur from additional administrative costs to County and for disruption and delay in the County's provision of services to the public, and further agree that the amount of said financial loss/damages is difficult to determine with certainty. Accordingly, instead of requiring proof of specific financial loss or damages for late completion of the Work, Contractor agrees to pay the following sums to the County as liquidated damages and not as a penalty:

1. Late Contract Time Completion: One Thousand Five Hundred dollars ($1500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete by Duchesne County.

2. Reasons for Liquidated Damages, Provision for Other Damages: The liquidated damages described above are established to provide for administrative costs and damage to County's ability to provide public services and convenience thereof to the public which it serves.

Consequently, County and Contractor agree that in the event County suffers special damages from circumstances other than those specified herein and in the description of liquidated damages given above, the amount of liquidated damages stipulated above shall not be deemed to be a limitation upon County's right to recover the full amount of said special damages.

4.8 Interpretation of Contract

Any ambiguities in the contract language shall be liberally construed in favor of Duchesne County.

4.9 Separability

Any invalidation of any sections or provisions of this contract will not affect the validity of the remainder of the provision or other provisions in the contract.

Part 5 Modifications and Termination

5.1 Modification

This agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

5.2 Termination

Either non-breaching party may terminate the Contract upon a material breach by the non-breaching party. Any performance will be accelerated and due upon the breach and termination of the Agreement.

Part 6 Miscellaneous Provisions

6.1 Assignment and Subcontract

The parties agree that Contractor will not delegate performance obligations under this Agreement, in whole or in part, without the prior written approval by the County. Authorization must come from Duchesne County.

Any such delegation of responsibilities is declared as void and will not relieve Contractor from any liability or performance obligations under this Agreement.

6.2 Entirety of Contract

This Agreement supersedes all other Agreements that may have been signed between the Parties prior to date of the Parties signing of this Agreement. This Agreement incorporates by reference all Contract Documents noted above.

6.3 Acknowledgment

The parties understand and have read this agreement and have been provided sufficient time to review it with an independent attorney, or have otherwise refused or elected not to seek legal review. By signing this Agreement, I certify that I am authorized to sign it for the party I am signing it for. I certify that I am capable of understanding this contract and hereby fully understand or have had the opportunity to inquire further into any provision of this contract I do not fully understand and hereby waive any future claim of misunderstanding such terms.

_____ _____

Contractor Duchesne County Commission Chair

_____

Duchesne County Department Head