



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

**MULTI-STEP BIDDING PROCESS
FOR
CONTRACTORS**

**Request For Solicitation For
Construction Services**

Stage II – General Contractors Bidders List

April 9, 2007

**JURY BOX REMODEL
MATHESON COURTHOUSE
SALT LAKE THIRD DISTRICT COURT**

**ADMINISTRATIVE OFFICE OF THE COURTS
SALT LAKE CITY, UTAH**

DFCM Project No. 06132150

MHTN Architects Incorporated
420 East South Temple
Salt Lake City, Utah 84111
(801) 595-6700

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Fairpark Map

Current copies of the following documents are hereby made part of these contract documents by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov> or are available upon request from DFCM:

DFCM General Conditions dated May 25, 2005

DFCM Application and Certificate for Payment dated May 25, 2005

Technical Specifications:

Drawings:

The Agreement and General Conditions dated May 25, 2005 have been updated from versions that were formally adopted and in use prior to this date. The changes made to the General Conditions are identified in a document entitled Revisions to General Conditions that is available on DFCM's web site at <http://dfcm.utah.gov>

INVITATION TO BID

ONLY FIRMS PRE-QUALIFIED DURING STAGE I OF THE RFS ARE ALLOWED TO BID ON THIS PROJECT

The State of Utah - Division of Facilities Construction and Management (DFCM) is requesting bids for the construction of the following project:

**JURY BOX REMODEL – MATHESON COURTHOUSE – SALT LAKE THIRD DISTRICT COURT
ADMINISTRATIVE OFFICE OF THE COURTS – SALT LAKE CITY, UTAH
DFCM PROJECT NO: 06132150**

Project Description: This work includes the replacement of the jury boxes at the Matheson Courthouse. The project includes framing, millwork, and carpet replacement. The existing jurors' chairs will be removed and re-installed. The work will be done in a sequence that allows the contractor to have access to only one courtroom at a time. Each courtroom must have substantial completion before the next courtroom begins. Construction Estimate: \$220,000.

<u>FIRM NAME</u>	<u>POINT OF CONTACT</u>	<u>PHONE</u>	<u>FAX</u>
Bailey Construction Co., Inc.	Tracy Bailey	(435) 245-6412	(435) 245-6413
Bellock Construction, Inc	Melody Bellock	(801) 277-7805	(801) 277-5751
Big-D Construction	Dale Satterthwaite	(801) 415-6000	(801) 415-6900
Broderick and Henderson Const	Gary Broderick	(801) 225-9213	(801) 225-4697
CDC Restoration & Construction	Ralph Midgley	(801) 261-8525	(801) 266-6645
Chad Husband Construction, Inc.	Richard Marshall	(801) 972-1146	(801) 886-1784
Darrell Anderson Construction	James Anderson	(435) 752-6860	(435) 752-7606
Dutson Building, Inc	Richard Dutson	(801) 978-9300	(801) 978-0300
Garff Construction	Phil Henriksen	(801) 973-4248	(801) 972-1928
Gramoll Construction	Ken Romney	(801) 295-2341	(801) 295-2356
JC Construction	John Cecala	(801) 262-0578	(801) 262-7966
Jepson Construction	Rick Jepson	(801) 774-8860	(801) 773-8980
Keller Construction	S. Daniel Hill	(801) 972-1018	(801) 972-1063
McCullough Engineering	Jim McCullough	(801) 466-4949	(801) 466-4989
Peck Ormsby Construction	James R. North	(801) 766-1700	(801) 766-1715
Spindler Construction Corporation	Gary R. Stevens	(435) 753-0722	(435) 753-0728
Veritas, Inc.	Dan A. Parkinson	(801) 671-9820	(801) 572-5899
Wade Payne Construction, Inc.	Wade Payne	(801) 226-6144	(801) 226-7772
Wasatch West Construction	JD Tyrrell	(801) 677-0064	(801) 299-8541

The bid documents will be available at 2:00 PM on Monday, April 9, 2007 and distributed in electronic format only on CDs from DFCM at the Wasatch Building at the Utah State Fairpark, approximately 155 North 1000 West, Salt Lake City, Utah and on the DFCM web page at <http://dfcm.utah.gov>. For questions regarding this project, please contact Rick James, Project Manager, DFCM, at (801) 538-3270. No others are to be contacted regarding this project. A **MANDATORY** pre-bid meeting and site visit will be held at 3:00 PM on Tuesday, April 17, 2007 at the Matheson Courthouse, Third Floor Lobby at the Rotunda, 450 South State Street, Salt Lake City, Utah. All pre-qualified prime contractors wishing to bid on this project must attend this meeting.

Bids must be submitted by 2:00 PM on Wednesday, May 2, 2007 at the Wasatch Building at the Utah State Fairpark, approximately 155 North 1000 West, Salt Lake City, Utah. Refer to the map on the DFCM website for directions (http://dfcm.utah.gov/downloads/fairpark_map.pdf). Bids will be opened and read aloud in the Wasatch Building at the Utah State Fairpark. Note: Bids must be received at the Wasatch Building at the Utah State Fairpark by the specified time. The contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah. A bid bond in the amount of five percent (5%) of the bid amount, made payable to the Division of Facilities Construction and Management on DFCM's bid bond form, shall accompany the bid. The Division of Facilities Construction & Management reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of the State.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
MARLA WORKMAN, CONTRACT COORDINATOR
4110 State Office Bldg., Salt Lake City, Utah 84114
DFCM Form 7a 021307

PROJECT DESCRIPTION

The base bid will include the replacement of jury boxes in one large courtroom, one high security courtroom and nine District courtrooms. The work of the base bid will proceed in the following order:

Order	Courtroom Name	Type	Floor	Room Number
1	Large Courtroom	B	Fourth	N41
2	High Security Courtroom	A	Fourth	S41
3	District Courtroom	C	Third	S32
4	District Courtroom	C	Fourth	N42
5	District Courtroom	C	Fourth	S42
6	District Courtroom	C	Third	S34
7	District Courtroom	C	Fourth	N44
8	District Courtroom	C	Fourth	S44
9	District Courtroom	C	Third	S35
10	District Courtroom	C	Fourth	N45
11	District Courtroom	C	Fourth	S45

The jury box replacement in the Bid Alternates will be constructed in following order:

Additive Alternate No.	Courtroom Name	Type	Floor	Room Number
1	Small District Courtroom	D	Fourth	W48
2	Small District Courtroom	D	Fourth	W46
3	Small District Courtroom	D	Fourth	W44
4	Small District Courtroom	D	Fourth	W42
5	Small District Courtroom	D	Fourth	W49
6	Small District Courtroom	D	Fourth	W47
7	Small District Courtroom	D	Fourth	W45
8	Small District Courtroom	D	Fourth	W43

SPECIAL BID REQUIREMENTS:

The subcontractor for the millwork shall be one of the following firms:

- 1) Granite Mill and Fixture Co.
- 2) Huetter Mill and Cabinet Co.
- 3) Fetzer Architectural Woodwork

Requests to use any other millwork firm must be submitted in writing to Rick James at DFCM prior to the deadline for the “Last day to Ask Questions” shown on the Project Schedule. This request must include a company name and address, contact person, phone number, and examples of projects of equal quality to the woodwork in the existing Matheson Courthouse courtrooms so that a tour of the referenced projects by DFCM and the Architect can be arranged. If another millwork firm is approved, such approval will be issued by DFCM in the form of an addendum posted on the DFCM website. Failure to obtain formal approval will constitute grounds for rejection of the general contractor’s bid.

SECURITY CLEARANCES: After the contractor selection is made, it will be necessary for all persons entering the Matheson Courthouse to work on the project to have a security clearance. Prior to entry into the courthouse, each individual will be required to submit the following information for the purposes of obtaining a security clearance: full name, drivers license number and state of issuance, social security number, and date of birth.

STAGE II - MULTI-STEP BIDDING PROCESS

ONLY FIRMS PRE-QUALIFIED DURING STAGE I OF THE RFS ARE ALLOWED TO BID ON THIS PROJECT

1. Invitational Bid Procedures

The following is an overview of the invitational bid process. More detailed information is contained throughout the document. Contractors are responsible for reading and complying with all information contained in this document.

Notification: DFCM will notify each registered pre-qualified firm (via fax or e-mail) when a project is ready for Construction Services and invite them to bid on the project.

Description of Work: A description of work or plans/specifications will be given to each contractor. If required, the plans and specifications will be available on the DFCM web page at <http://dfcm.utah.gov> and on CDs from DFCM at the Wasatch Building at the Utah State Fairpark, approximately 155 North 1000 West, Salt Lake City, Utah.

Schedule: The Stage II Schedule shows critical dates including the mandatory pre-bid site meeting (if required), the question and answer period, the bid submittal deadline, the subcontractor list submittal deadline, etc. Contractors are responsible for meeting all deadlines shown on the schedule.

Mandatory Pre-Bid Site Meeting: If a firm fails to attend a pre-bid site meeting labeled “Mandatory” they will not be allowed to bid on the project. At the mandatory meeting, contractors may have an opportunity to inspect the site, receive additional instructions and ask questions about project. The schedule contains information on the date, time, and place of the mandatory pre-bid site meeting.

Written Questions: All questions must be in writing and directed to DFCM’s project manager assigned to this project. No others are to be contacted regarding this project. The schedule contains information on the deadline for submitting questions.

Addendum: All clarifications from DFCM will be in writing and issued as an addendum to the RFS. Addenda will be posted on DFCM’s web site at <http://dfcm.utah.gov>. Contractors are responsible for obtaining information contained in each addendum from the web site. Addenda issued prior to the submittal deadline shall become part of the bidding process and must be acknowledged on the bid form. Failure to acknowledge addenda may result in disqualification from bidding.

Submitting Bids: Bids must be submitted to DFCM by the deadline indicated on the schedule. Due to the ongoing construction on Capitol Hill and the anticipated shortage of parking during 2007, all bids will be received at the Wasatch Building at the Utah State Fairpark. Refer to map on the DFCM web site for directions (http://dfcm.utah.gov/downloads/fairpark_map.pdf) Bids submitted after the deadline will not be accepted. Bids will be opened by DFCM on the date, time, and place indicated on the schedule.

Subcontractors List: The firm selected for the project must submit a list of all subcontractors by the deadline indicated on the schedule contained in this document.

Pre-qualified List of Contractors: Contractors shall remain on DFCM’s list of pre-qualified contractors provided: (a) they maintain a performance rating of 4 or greater on each project, (b) they are not suspended for failure to comply with requirements of their contract, (c) the firm has not undergone a significant reorganization involving the loss of key personnel (site superintendents, project managers, owners, etc.) to a degree such that the firm no longer meets the pre-qualification requirements outlined in Stage I, (d) the financial viability of the firm has not significantly changed, and (e) the firm is not otherwise disqualified by DFCM. Note: If a contractor fails to comply with items (a) through (e) above,

they may be removed from DFCM's list of pre-qualified contractors following an evaluation by a review committee. Contractors will be given the opportunity to address the review committee before a decision is made. Pre-qualified contractors are ONLY authorized to bid on projects within the discipline that they were originally pre-qualified under.

2. Drawings and Specifications and Interpretations

Drawings, specifications and other contract documents may be obtained as stated in the Invitation to Bid. If any firm is in doubt as to the meaning or interpretation of any part of the drawings, specifications, scope of work or contract documents, they shall submit, in writing, a request for interpretation to the authorized DFCM representative by the deadline identified in the schedule. Answers to questions and interpretations will be made via addenda issued by DFCM. Neither DFCM or the designer shall be responsible for incorrect information obtained by contractors from sources other than the official drawings/specifications and addenda issued by DFCM.

3. Product Approvals

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

4. Addenda

All clarifications from DFCM will be in writing and issued as an addendum to the RFS. Addenda will be posted on DFCM's web site at <http://dfcm.utah.gov>. Contractors are responsible for obtaining information contained in each addendum from the web site. Addenda issued prior to the submittal deadline shall become part of the bidding process and must be acknowledged on the bid form. Failure to acknowledge addenda shall result in disqualification from bidding. DFCM shall not be responsible for incorrect information obtained by contractors from sources other than official addenda issued by DFCM.

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

Contractors shall respond promptly to any inquiry in writing by DFCM to any concern of financial responsibility of the Contractor, Subcontractor or Sub-subcontractor. Failure to respond may result in suspension from DFCM's list of pre-qualified contractors.

6. Licensure

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

7. Time is of the Essence

Time is of the essence in regard to all the requirements of the contract documents.

8. Bids

Before submitting a bid, each bidder shall carefully examine the contract documents; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the contract documents including those added via addenda. If the bidder observes that portions of the contract documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the DFCM Project Manager prior to the bidding deadline. Changes necessary to correct these issues will be made via addenda issued by DFCM.

The bid, bearing original signatures, must be typed or handwritten in ink on the Bid Form provided in the procurement documents and submitted in a sealed envelope at the location specified by the Invitation to Bid prior to the published deadline for the submission of bids.

Bid bond security, in the amount of five percent (5%) of the bid, made payable to the Division of Facilities Construction and Management, shall accompany bid. **THE BID BOND MUST BE ON THE BID BOND FORM PROVIDED IN THE PROCUREMENT DOCUMENTS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID.**

If the bid bond security is submitted on a form other than DFCM's required bid bond form, and the bid security meets all other legal requirements, the bidder will be allowed to provide an acceptable bid bond by the close of business on the next business day following notification by DFCM of submission of a defective bid bond security. **A cashier's check cannot be used as a substitute for a bid bond.**

9. Listing of Subcontractors

Listing of Subcontractors shall be as summarized in the "Instructions and Subcontractor's List Form", included as part of the contract documents. The subcontractors list shall be delivered to DFCM or faxed to DFCM at (801)538-3677 within 24 hours of the bid opening. Requirements for listing additional subcontractors will be listed in the contract documents.

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements may be suspended from DFCM's list of pre-qualified contractors.

10. Contract and Bond

The Contractor's Agreement will be in the form provided in this document. The duration of the contract shall be for the time indicated by the project completion deadline shown on the schedule. The successful bidder, simultaneously with the execution of the Contractor's Agreement, will be required to furnish a performance bond and a payment bond, both bearing original signatures, upon the forms provided in the procurement documents. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the Contract Sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for Subcontractors will be specified in the Supplementary General Conditions.

11. Award of Contract

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

12. Right to Reject Bids

DFCM reserves the right to reject any or all Bids.

13. Withdrawal of Bids

Bids may be withdrawn on written request received from bidders within 24 hours after the bid opening if the contractor has made an error in preparing the bid.

14. DFCM Contractor Performance Rating

As a contractor completes each project, DFCM will evaluate project performance based on the enclosed “DFCM Contractor Performance Rating” form. The ratings issued on this project may affect the firm’s “pre-qualified” status and their ability to obtain future work with DFCM.



Stage II PROJECT SCHEDULE

PROJECT NAME: JURY BOX REMODEL – MATHESON COURTHOUSE SALT LAKE THIRD DISTRICT COURT ADMINISTRATIVE OFFICE OF THE COURTS – SALT LAKE CITY, UTAH				
DFCM PROJECT #: 06132150				
Event	Day	Date	Time	Place
Stage II Bidding Documents Available	Monday	April 9, 2007	2:00 PM	Wasatch Building Utah State Fairpark Approx 155 North 1000 West Salt Lake City, UT or DFCM web site *
Mandatory Pre-bid Site Meeting	Tuesday	April 17, 2007	3:00 PM	Third Floor Lobby at the Rotunda Matheson Courthouse 450 South State Street Salt Lake City, UT
Deadline for Submitting Questions	Thursday	April 19, 2007	4:00 PM	Rick James - DFCM E-mail rjames@utah.gov Fax 801-538-3267
Addendum Issued Responding to Questions (if needed)	Monday	April 23, 2007	2:00 PM	DFCM web site*
Prime Contractors Turn in Bid and Bid Bond	Wednesday	May 2, 2007	2:00 PM	Wasatch Building Utah State Fairpark Approx 155 North 1000 West Salt Lake City, UT **
Subcontractors List Due	Thursday	May 3, 2007	2:00 PM	DFCM 4110 State Office Building SLC, UT Fax 801-538-3677
Substantial Completion Date	Wednesday	April 9, 2008		

* **NOTE: DFCM's web site address is <http://dfcm.utah.gov>**

** **Due to the ongoing construction on Capitol Hill and the anticipated shortage of parking during 2007, all bids will be received and opened at the Wasatch Building at the Utah State Fairpark. Refer to map on the DFCM web site for directions (http://dfcm.utah.gov/downloads/fairpark_map.pdf)**



Division of Facilities Construction and Management

BID FORM

NAME OF BIDDER _____ DATE _____

To the Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114

The undersigned, responsive to the "Invitation to Bid" and in accordance with the Request for Bids for the
JURY BOX REMODEL - MATHESON COURTHOUSE - SALT LAKE THIRD DISTRICT COURT
ADMINISTRATIVE OFFICE OF THE COURTS - SALT LAKE CITY, UTAH - DFCM PROJECT NO.
06132150 and having examined the Contract Documents and the site of the proposed Work and being familiar
with all of the conditions surrounding the construction of the proposed Project, including the availability of labor,
hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the
Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover
all expenses incurred in performing the Work required under the Contract Documents of which this bid is a part:

I/We acknowledge receipt of the following Addenda: _____

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

_____ DOLLARS (\$_____)

(In case of discrepancy, written amount shall govern)

ADDITIVE ALTERNATE NO. 1 - Small District Courtroom, Type D, Room No. W48

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

_____ DOLLARS (\$_____)

(In case of discrepancy, written amount shall govern).

For the work of Additive Alternate No.1, add _____ days to the completion date.

ADDITIVE ALTERNATE NO. 2 - Small District Courtroom, Type D, Room No. W46

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

_____ DOLLARS (\$_____)

(In case of discrepancy, written amount shall govern)

For the work of Additive Alternate No.2, add _____ days to the completion date.

ADDITIVE ALTERNATE NO. 3 - Small District Courtroom, Type D, Room No. W44

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

_____ DOLLARS (\$_____)

(In case of discrepancy, written amount shall govern)
For the work of Additive Alternate No.3, add _____ days to the completion date.

ADDITIVE ALTERNATE NO. 4 - Small District Courtroom, Type D, Room No. W42

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

_____ DOLLARS (\$_____)

(In case of discrepancy, written amount shall govern)
For the work of Additive Alternate No. 4, add _____ days to the completion date.

ADDITIVE ALTERNATE NO. 5 - Small District Courtroom, Type D, Room No. W49

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

_____ DOLLARS (\$_____)

(In case of discrepancy, written amount shall govern)
For the work of Additive Alternate No. 5, add _____ days to the completion date.

ADDITIVE ALTERNATE NO. 6 - Small District Courtroom, Type D, Room No. W47

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

_____ DOLLARS (\$_____)

(In case of discrepancy, written amount shall govern)
For the work of Additive Alternate No. 6, add _____ days to the completion date.

ADDITIVE ALTERNATE NO. 7 - Small District Courtroom, Type D, Room No. W45

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

_____ DOLLARS (\$_____)

(In case of discrepancy, written amount shall govern)
For the work of Additive Alternate No.,7, add _____ days to the completion date.

ADDITIVE ALTERNATE NO. 8 - Small District Courtroom, Type D, Room No. W43

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

_____ DOLLARS (\$_____)

(In case of discrepancy, written amount shall govern)
For the work of Additive Alternate No. 8, add _____ days to the completion date.

I/We guarantee that the Base Bid Work will be Substantially Complete by **April 9, 2008**, should I/we be the successful bidder, and agree to pay liquidated damages in the amount of **\$200.00** per day for each day after expiration of the Contract Time as stated in Article 3 of the Contractor's Agreement.

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

Enclosed is a 5% bid bond, as required, in the sum of _____

The undersigned Contractor's License Number for Utah is _____.

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within ten (10) days, unless a shorter time is specified in Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract. The Bid Bond attached, in the amount not less than five percent (5%) of the above bid sum, shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within time set forth.

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

Any request and information related to Utah Preference Laws:

Respectfully submitted,

Name of Bidder

ADDRESS:

Authorized Signature

BID BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed, (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee," in the amount of \$_____ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the _____ Project.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal does not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the Principal, then this obligation shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that obligations of the Surety under this Bond shall be for a term of sixty (60) days from actual date of the bid opening.

PROVIDED, HOWEVER, that this Bond is executed pursuant to provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

DATED this _____ day of _____, 20_____.

Principal's name and address (if other than a corporation):

By: _____

Title: _____

Principal's name and address (if a corporation):

By: _____

Title: _____

(Affix Corporate Seal)

Surety's name and address:

By: _____

Attorney-in-Fact (Affix Corporate Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____

Resides at: _____

Agency: _____
Agent: _____
Address: _____
Phone: _____

NOTARY PUBLIC

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General

**Division of Facilities Construction and Management****INSTRUCTION AND SUBCONTRACTORS LIST FORM**

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

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

- Any additional subcontractors identified in the bid documents shall also be listed.
- The DFCM Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- Bidder must list "Self" if performing work itself.

LICENSURE:

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

BIDDER LISTING 'SELF' AS PERFORMING THE WORK:

Any bidder that is properly licensed for the particular work and intends to perform that work itself in lieu of a subcontractor that would otherwise be required to be on the subcontractor list, must insert the term 'Self' for that category on the subcontractor list form. Any listing of 'Self' on the sublist form shall also include the amount allocated for that work.

'SPECIAL EXCEPTION':

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

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM

Page No. 2

GROUNDS FOR DISQUALIFICATION:

The Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law. Director may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by the Director to be unqualified to do the Work or for such other reason in the best interest of the State of Utah. Notwithstanding any other provision in these instructions, if there is a good faith error on the sublist form, at the sole discretion of the Director, the Director may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the Director. If such correction is submitted timely, then the sublist requirements shall be considered met.

CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:

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

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

EXAMPLE:

Example of a list where there are only four subcontractors:

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

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



Division of Facilities Construction and Management

SUBCONTRACTORS LIST
FAX TO 801-538-3677

PROJECT TITLE: _____

Caution: You must read and comply fully with instructions.

Table with 4 columns: TYPE OF WORK, SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION", SUBCONTRACTOR BID AMOUNT, CONT. LICENSE #

We certify that:

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

FIRM: _____

DATE: _____

SIGNED BY: _____

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

FUGITIVE DUST PLAN

The Contractor will fill out the form and file the original with the Division of Air Quality and a copy of the form with the Division of Facilities Construction & Management, prior to the issuance of any notice to proceed.

The Contractor will be fully responsible for compliance with the Fugitive Dust Control Plan, including the adequacy of the plan, any damages, fines, liability, and penalty or other action that results from noncompliance.

Utah Division of Air Quality
April 20, 1999

**GUIDANCE THAT MUST BE CONSIDERED IN DEVELOPING AND SUBMITTING A
DUST CONTROL PLAN FOR COMPLIANCE WITH R307-309-3, 4, 5, 6, 7**

Source Information:

1. Name of your operation (source): provide a name if the source is a construction site.

2. Address or location of your operation or construction site.

3. UTM coordinates or Longitude/Latitude of stationary emission points at your operation.

4. Lengths of the project, if temporary (time period).

5. Description of process (include all sources of dust and fugitive dust). Please, if necessary, use additional sheets of paper for this description. Be sure to mark it as an attachment.

6. Type of material processed or disturbed.

7. Amount of material processed (tons per year, tons per month, lbs./hr., and applicable units).

8. Destination of product (where will the material produced be used or transported, be specific, provide address or specific location), information needed for temporary relocation applicants.

9. Identify the individual who is responsible for the implementation and maintenance of fugitive dust control measures. List name(s), position(s) and telephone number(s).

10. List, and attach copies of any contract lease, liability agreement with other companies that may, or will, be responsible for dust control on site or on the project.

Description of Fugitive Dust Emission Activities
(Things to consider in addressing fugitive dust control strategies.)

1. Type of activities (drilling and blasting, road construction, development construction, earth moving and excavation, handling and hauling materials, cleaning and leveling, etc).

2. List type of equipment generating the fugitive dust.

3. Diagram the location of each activity or piece of equipment on site. Please attach the diagram.

4. Provide pictures or drawings of each activity. Include a drawing of the unpaved/paved road network used to move loads “on” and “off” property.

5. Vehicle miles travels on unpaved roads associated with the activity (average speed).

6. Type of dust emitted at each source (coal, cement, sand, soil, clay, dust, etc.)

7. Estimate the size of the release area at which the activity occurs (square miles). For haul or dirt roads include total miles of road in use during the activity.

Description of Fugitive Dust Emission Controls on Site

Control strategies must be designed to meet 20% opacity or less on site (a lesser opacity may be defined by Approval Order conditions or federal requirements such as NSPS), and control strategies must prevent exceeding 10% opacity from fugitive dust at the property boundary (site boundary) for compliance with R307-309-3.

1. Types of ongoing emission controls proposed for each activity, each piece of equipment, and haul roads.
2. Types of additional dust controls proposed for bare, exposed surfaces (chemical stabilization, synthetic cover, wind breaks, vegetative cover, etc).
3. Method of application of dust suppressant.
4. Frequency of application of dust suppressant.
5. Explain what triggers the use of a special control measure other than routine measures already in place, such as covered loads or measures covered by a permit condition (increase in opacity, high winds, citizen complaints, dry conditions, etc).
6. Explain in detail what control strategies/measures will be implemented off-hours, i.e., Saturdays/Sundays/Holidays, as well as 6 PM to 6 AM each day.

Description of Fugitive Dust Control Off-site

Prevent, to the maximum extent possible, deposition of materials, which may create fugitive dust on public and private paved roads in compliance with R307-309-5, 6, 7.

1. Types of emission controls initiated by your operation that are in place “off” property (application of water, covered loads, sweeping roads, vehicle cleaning, etc.).

2. Proposed remedial controls that will be initiated promptly if materials, which may create fugitive dust, are deposited on public and private paved roads.

Submit the Dust Control Plan to:

Executive Secretary
Utah Air Quality Board
POB 144820
15 North 1950 West
Salt Lake City, Utah 84114-4820

Phone: (801) 536-4000
FAX: (801) 536-4099

Fugitive Dust Control Plan Violation Report

When a source is found in violation of R307-309-3 or in violation of the Fugitive Dust Control Plan, the course must submit a report to the Executive Secretary within 15 days after receiving a Notice of Violation. The report must include the following information:

1. Name and address of dust source.
2. Time and duration of dust episode.
3. Meteorological conditions during the dust episode.
4. Total number and type of fugitive dust activities and dust producing equipment within each operation boundary. If no change has occurred from the existing dust control plan, the source should state that the activity/equipment is the same.
5. Fugitive dust activities or dust producing equipment that caused a violation of R-307-309-3 or the sources dust control plan.
6. Reasons for failing to control dust from the dust generating activity or equipment.
7. New and/or additional fugitive dust control strategies necessary to achieve compliance with R307-309-3, 4, 5, 6, or 7.
8. If it can not be demonstrated that the current approved Dust Control Plan can result in compliance with R307-309-3 through 7, the Dust Control Plan must be revised so as to demonstrate compliance with 307-309-3 through 7. Within 30 days of receiving a fugitive dust Notice of Violation, the source must submit the revised Plan to the Executive Secretary for review and approval.

Submit the Dust Control Plan to:

Executive Secretary	Phone: (801) 536-4000
Utah Air Quality Board	FAX: (801) 536-4099
POB 144820	
15 North 1950 West	
Salt Lake City, Utah 84114-4820	

Attachments: DFCM Form FDR R-307-309, Rule 307-309

Page 7 of 7

CONTRACTOR'S AGREEMENT

FOR:

THIS CONTRACTOR'S AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "DFCM", and _____, incorporated in the State of _____ and authorized to do business in the State of Utah, hereinafter referred to as "Contractor", whose address is _____.

WITNESSETH: WHEREAS, DFCM intends to have Work performed at _____
_____.

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

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

ARTICLE 1. SCOPE OF WORK. The Work to be performed shall be in accordance with the Contract Documents prepared by _____ and entitled "_____."

The DFCM General Conditions ("General Conditions") dated May 25, 2005 on file at the office of DFCM and available on the DFCM website, are hereby incorporated by reference as part of this Agreement and are included in the specifications for this Project. All terms used in this Contractor's Agreement shall be as defined in the Contract Documents, and in particular, the General Conditions.

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

ARTICLE 2. CONTRACT SUM. The DFCM agrees to pay and the Contractor agrees to accept in full performance of this Contractor's Agreement, the sum of _____ DOLLARS AND NO CENTS (\$_____.00), which is the base bid, and which sum also includes the cost of a 100%

CONTRACTOR'S AGREEMENT
PAGE NO. 2

Performance Bond and a 100% Payment Bond as well as all insurance requirements of the Contractor. Said bonds have already been posted by the Contractor pursuant to State law. The required proof of insurance certificates have been delivered to DFCM in accordance with the General Conditions before the execution of this Contractor's Agreement.

ARTICLE 3. TIME OF COMPLETION AND DELAY REMEDY. The Work shall be Substantially Complete by _____. Contractor agrees to pay liquidated damages in the amount of \$_____ per day for each day after expiration of the Contract Time until the Contractor achieves Substantial Completion in accordance with the Contract Documents, if Contractor's delay makes the damages applicable. The provision for liquidated damages is: (a) to compensate the DFCM for delay only; (b) is provided for herein because actual damages can not be readily ascertained at the time of execution of this Contractor's Agreement; (c) is not a penalty; and (d) shall not prevent the DFCM from maintaining Claims for other non-delay damages, such as costs to complete or remedy defective Work.

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

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

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

ARTICLE 5. PAYMENT. The DFCM agrees to pay the Contractor from time to time as the Work progresses, but not more than once each month after the date of Notice to Proceed, and only upon Certificate of the A/E for Work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and ninety-five percent (95%) of the value of materials furnished in place or on the site. The Contractor agrees to furnish to the DFCM invoices for materials purchased and on the site but not installed, for which the

CONTRACTOR'S AGREEMENT
PAGE NO. 3

Contractor requests payment and agrees to safeguard and protect such equipment or materials and is responsible for safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

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

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

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

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

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

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

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

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

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

ARTICLE 13. SUCCESSORS AND ASSIGNMENT OF CONTRACT. The DFCM and Contractor, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to partners, successors, assigns and legal representatives of such other party with respect to all covenants, provisions, rights and responsibilities of this Contractor's Agreement. The Contractor shall not assign this Contractor's Agreement without the prior written consent of the DFCM, nor shall the Contractor assign any moneys due or to become due as well as any rights under this Contractor's Agreement, without prior written consent of the DFCM.

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

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

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

PERFORMANCE BOND
(Title 63, Chapter 56, U. C. A. 1953, as Amended)

That _____ hereinafter referred to as the "Principal" and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of _____ DOLLARS (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____, for the approximate sum of _____ Dollars (\$ _____), which Contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____
(Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____
Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20____
My commission expires: _____
Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General

PAYMENT BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of _____, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____ for the approximate sum of _____ Dollars (\$ _____), which contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____ (Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____ (Seal)
Attorney-in-Fact

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT _____ PROJECT NO: _____

AGENCY/INSTITUTION _____

AREA ACCEPTED _____

The Work performed under the subject Contract has been reviewed on this date and found to be Substantially Completed as defined in the General Conditions; including that the construction is sufficiently completed in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the State of Utah can occupy the Project or specified area of the Project for the use for which it is intended.

The DFCM - (Owner) accepts the Project or specified area of the Project as Substantially Complete and will assume full possession of the Project or specified area of the Project at _____ (time) on _____ (date).

The DFCM accepts the Project for occupancy and agrees to assume full responsibility for maintenance and operation, including utilities and insurance, of the Project subject to the itemized responsibilities and/or exceptions noted below:

The Owner acknowledges receipt of the following closeout and transition materials:

- Record Drawings
- O & M Manuals
- Warranty Documents
- Completion of Training Requirements

A list of items to be completed or corrected (Punch List) is attached hereto. The failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents, including authorized changes thereof. The amount of _____. (Twice the value of the punch list work) shall be retained to assure the completion of the punch list work.

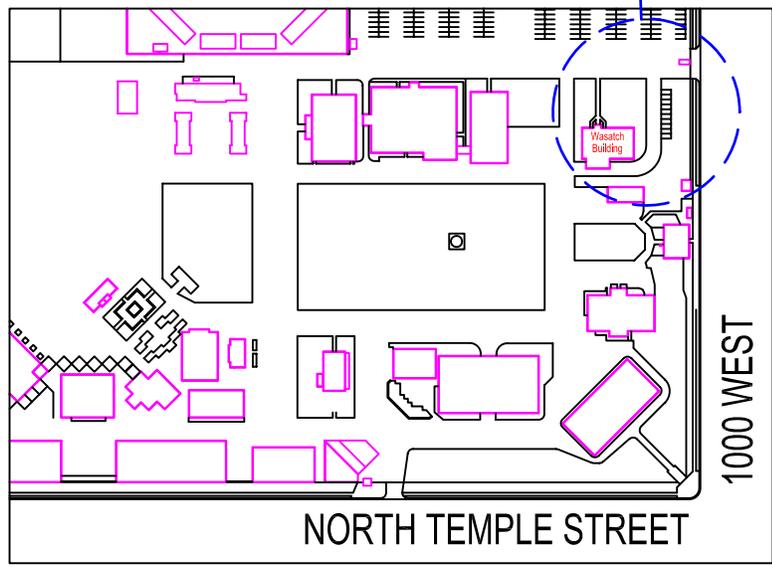
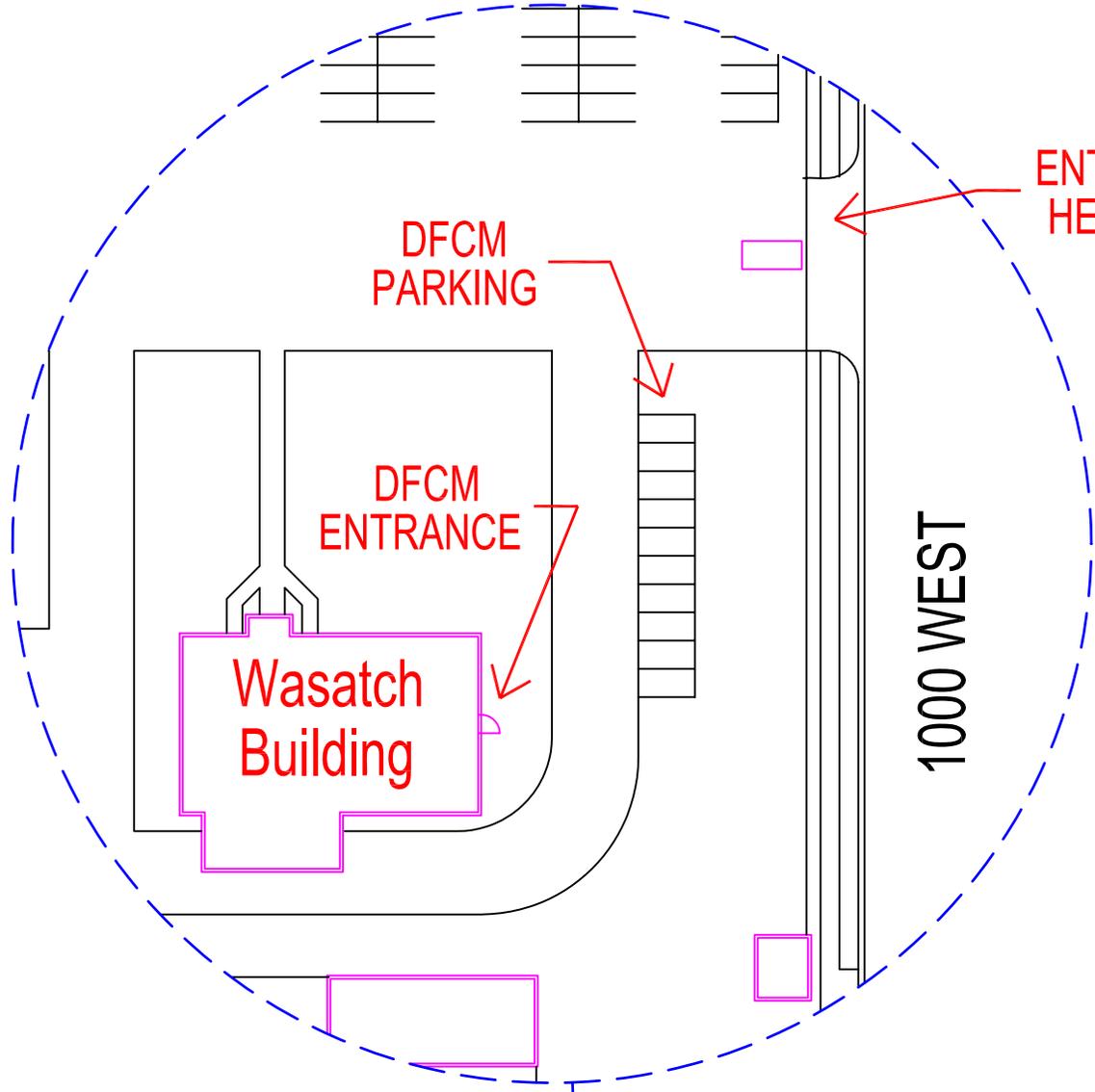
The Contractor shall complete or correct the Work on the list of (Punch List) items appended hereto within ____ calendar days from the above date of issuance of this Certificate. If the list of items is not completed within the time allotted the Owner has the right to be compensated for the delays and/or complete the work with the help of independent contractor at the expense of the retained project funds. If the retained project funds are insufficient to cover the delay/completion damages, the Owner shall be promptly reimbursed for the balance of the funds needed to compensate the Owner.

CONTRACTOR (include name of firm) by: _____
(Signature) DATE

A/E (include name of firm) by: _____
(Signature) DATE

USING INSTITUTION OR AGENCY by: _____
(Signature) DATE

DFCM (Owner) by: _____
(Signature) DATE



UTAH STATE
FAIR PARK



DFCM Temporary Location