



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

STANDARD LOW BID PROJECT

January 4, 2010

BALCONY REPLACEMENT OQUIRRH 5

DEPARTMENT OF CORRECTIONS DRAPER, UTAH

DFCM Project Number 09058100

JRCA Architects
577 South 200 East
Salt Lake City, Utah 84111

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Utah Department of Corrections Contractor's Code of Conduct
Utah Department of Corrections (Draper Site) Contractor Rules and Regulations

Technical Specifications:
Drawings:

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/StdDocs/index.html> "Standard Documents" – "Reference Documents I" – "Item 6. Supplemental General Conditions" or are available upon request from DFCM:

DFCM Supplemental General Conditions dated July 1, 2009 *
DFCM Supplemental General Conditions dated July 15, 2008
DFCM General Conditions dated May 25, 2005
DFCM Application and Certification for Payment dated May 25, 2005.

*** NOTE: THE NEW SUPPLEMENTAL GENERAL CONDITIONS EFFECTIVE JULY 1, 2009 ADDRESSING HEALTH INSURANCE AND IMMIGRATION ARE REFERENCED AT THE LINK ABOVE.**

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>

NOTICE TO CONTRACTORS

Sealed bids will be received by the Division of Facilities Construction and Management (DFCM) for:

BALCONY REPLACEMENT - OQUIRRH 5
DEPARTMENT OF CORRECTIONS – DRAPER, UTAH
DFCM PROJECT NO: 09058100

Bids will be in accordance with the Contract Documents that will be available at 3:00 PM on Monday, January 4, 2010 and distributed in electronic format only on CDs from DFCM, 4110 State Office Building, Salt Lake City, Utah and on the DFCM web page at <http://www.dfc.utah.gov>. The drawings and specifications will only be available at DFCM, 4110 State Office Building, Salt Lake City, Utah and will not be posted on the web page. For questions regarding this project, please contact Brian Bales, DFCM, at 801-230-3129. No others are to be contacted regarding this bidding process. The construction estimate for this project is \$370,000.

A **mandatory** pre-bid meeting will be held at 10:00 AM on Wednesday, January 20, 2010 at the Administration Building, Utah Department of Corrections, 14717 Minuteman Drive, Draper, Utah. All bidders wishing to bid on this project are required to attend this meeting. See project schedule for mandatory submission clearance requirements.

Bids will be received until the hour of 3:00 PM on Wednesday, February 9, 2010 at DFCM, 4110 State Office Building, Salt Lake City, Utah 84114. Bids will be opened and read aloud in the DFCM Conference Room, 4110 State Office Building, Salt Lake City, Utah. NOTE: Bids must be received at 4110 State Office Building by the specified time.

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 and Management reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of DFCM.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
Marla Workman, Contract Coordinator
4110 State Office Building, Salt Lake City, Utah 84114

PROJECT DESCRIPTION

Remove and replace existing concrete balcony with a pre-fabricated steel grated balcony. In order to provide a safe means of egress for the prisoners, the project is divided into phases. The overall construction schedule is somewhat accelerated to keep disturbance to a minimum.

In order to provide security for the project, it should be noted that the Department of Corrections incurs daily costs associated with additional guards for this project. The project schedule is developed to help minimize those costs. The Liquidated Damages are based on the cost of this additional security. The schedule should be considered a critical element of the project.

Construction access to the site will be from the west side of the Draper Complex. The construction access route will be walked during the pre-bid meeting so that contractors can view any space limitations for equipment or material delivery.

Note: There will only be one site visit allowed for bidders. Pictures are not allowed, but can be provided should bidders require additional information regarding details.

All persons planning on attending the mandatory pre-bid meeting must fax the following information to Jerry Jensen at 801-545-5702 by the date and time indicated on the project schedule in order to receive security clearance: (1) full name, (2) birthdate, (3) Driver License Number, and (4) Social Security Number. For questions regarding this process contact Jerry Jensen at DOC. Phone 801-557-1223 E-mail jerryjensen@utah.gov.

The project involves a substantial amount of concrete shoring and demolition. Contractors are encouraged to invite subcontractors to the pre-bid walkthrough.

The mandatory pre bid meeting will begin promptly at the time indicated on the project scheduled. Late arrivals will not be allowed to sign the attendance log or bid on the project.

Contractors should insure that all contractors, subcontractors, employees and delivery drivers are capable of receiving a security clearance to work on this project. The Department of Corrections Rules of Conduct will be rigidly enforced.

**PROJECT SCHEDULE**

PROJECT NAME: BALCONY REPLACEMENT - OQUIRRH 5 DEPARTMENT OF CORRECTIONS – DRAPER, UTAH				
DFCM PROJECT NO. 09058100				
Event	Day	Date	Time	Place
Bidding Documents Available (Plans and specs available only at DFCM offices – not on web)	Monday	January 4, 2010	3:00 PM	DFCM 4110 State Office Bldg SLC, UT and the DFCM web site *
Last Day to submit background check information for security clearance	Monday	January 11, 2010	12:00 NOON	Fax to 801-545-5702 Attn: Jerry Jensen Department of Corrections
Mandatory Pre-bid Site Meeting	Wednesday	January 20, 2010	10:00 AM	Administration Building Department of Corrections 14717 Minuteman Dr. Draper, UT (East of I-15)
Last Day to Submit Questions	Wednesday	January 27, 2010	12:00 NOON	Brian Bales – DFCM E-mail brbales@utah.gov Fax 801-538-3267
Addendum Deadline (exception for bid delays)	Tuesday	February 2, 2010	4:00 PM	DFCM web site *
Prime Contractors Turn In Bid and Bid Bond	Tuesday	February 9, 2010	3:00 PM	DFCM 4110 State Office Bldg SLC, UT
Sub-contractor List Due	Wednesday	February 10, 2010	3:00 PM	DFCM 4110 State Office Bldg SLC, UT Fax 801-538-3677
Substantial Completion Date	Wednesday	June 16, 2010	3:00 PM	

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



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 "Notice to Contractors" and in accordance with the "Instructions to Bidders", in compliance with your invitation for bids for the **BALCONY REPLACEMENT - OQUIRRH 5 - UTAH DEPARTMENT OF CORRECTIONS - DRAPER, UTAH – DFCM PROJECT NO. 09058100** 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: _____

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)

I/We guarantee that the Work will be Substantially Complete by **June 16, 2010** should I/we be the successful bidder, and agree to pay liquidated damages in the amount of **\$600.00** 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 the 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 the 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

INSTRUCTIONS TO BIDDERS

1. Drawings and Specifications, Other Contract Documents

Drawings and Specifications, as well as other available Contract Documents, may be obtained as stated in the Invitation to Bid.

2. Bids

Before submitting a bid, each contractor 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. 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 Representative and the necessary changes shall be accomplished by Addendum.

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 deadline for submission of bids.

A bid bond properly signed by a qualified surety, as indicated on the DFCM Bid Bond form provided along with this Instruction to Bidders, in the amount of 5% of the bid, shall accompany the bid submission to DFCM. **THIS BID BOND MUST BE ON THE DFCM BID BOND FORM PROVIDED WITH THIS INSTRUCTION TO BIDDERS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID** unless only one bid is received by DFCM, or the failure to comply with the bid bond requirements is determined by the Director of DFCM to be nonsubstantial based on the following:

- (a) the bid bond is submitted on a form other than DFCM's required Bid Bond form and the bid bond meets all other requirements including being issued by a surety firm authorized to do business in the State of Utah and be listed in the U.S. Department of the Treasury Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies for an amount not less than the amount of the bond to be issued. A co-surety may be utilized to satisfy this requirement; and
- (b) the contractor provides a bid bond properly signed by a qualified surety and on the required DFCM Bid Bond form by the close of business of the next succeeding business day after the DFCM notifies the bidder of the defective bid bond.

3. Contract and Bond

The Contractor's Agreement will be in the form found in the specifications. The Contract Time will be as indicated in the bid. The successful bidder, simultaneously with the execution of the Contract 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.

4. Listing of Subcontractors

Listing of Subcontractors shall be as summarized in the “Instructions and Subcontractor’s List Form”, which are included as part of these 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 is subject to a debarment hearing and may be debarred from consideration for award of contracts for a period of up to three years.

5. Interpretation of Drawings and Specifications

If any person or entity contemplating submitting a bid is in doubt as to the meaning of any part of the drawings, specifications or other Contract Documents, such person shall submit to the DFCM Project Manager a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda posted on DFCM’s web site at <http://dfcm.utah.gov>. Neither the DFCM nor A/E will be responsible for any other explanations or interpretations of the proposed documents. A/E shall be deemed to refer to the architect or engineer hired by DFCM as the A/E or Consultant for the Project.

6. Addenda

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.

7. 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 the State of Utah 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.

8. DFCM Contractor Performance Rating

As a contractor completes each DFCM project, DFCM, the architect/engineer and the using agency will evaluate project performance based on the enclosed “DFCM Contractor Performance Rating” form. The ratings issued on this project will not affect this project but may affect the award on future projects.

9. 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.

10. Permits

In concurrence with the requirements for permitting in the General Conditions, it is the responsibility of the Contractor to obtain the fugitive dust plan requirements from the Utah Division of Air Quality and the SWPPP requirements from the Utah Department of Environmental Quality and submit the completed forms and pay any permit fee that may be required for this specific project. Failure to obtain the required permit may result in work stoppage and/or fines from the regulating authority that will be the sole responsibility of the Contractor. Any delay to the project as a result of any such failure to obtain the permit or noncompliance with the permit shall not be eligible for any extension in the Contract Time.

11. Right to Reject Bids

DFCM reserves the right to reject any or all Bids.

12. Time is of the Essence

Time is of the essence in regard to all the requirements of the Contract Documents.

13. Withdrawal of Bids

Bids may be withdrawn on written request received from bidder prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

14. 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 A/E. Such written approval must occur prior to the deadline established for the last scheduled addenda to be issued. The A/E's written approval will be in an issued addendum. 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 A/E.

15. 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.

16. Debarment

By submitting a bid, the Contractor certifies that neither it nor its principals, including project and site managers, have been, or are under consideration for, debarment or suspension, or any action that would exclude such from participation in a construction contract by any governmental department or agency. If the Contractor cannot certify this statement, attach to the bid a detailed written explanation which must be reviewed and approved by DFCM as part of the requirements for award of the Project.

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

INSTRUCTIONS 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, based on the following:

DOLLAR AMOUNTS FOR LISTING

PROJECTS UNDER \$500,000: ALL FIRST-TIER SUBS \$20,000 OR OVER MUST BE LISTED
PROJECTS \$500,000 OR MORE: ALL FIRST-TIER 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.
- If there are no subcontractors for the job that are required to be reported by State law (either because there are no subcontractors that will be used on the project or because there are no first-tier subcontractors over the dollar amounts referred to above), then you do not need to submit a sublist. If you do not submit a sublist, it will be deemed to be a representation by you that there are no subcontractors on the job that are required to be reported under State law. At any time, DFCM reserves the right to inquire, for security purposes, as to the identification of the subcontractors at any tier that will be on the worksite.

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.

'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.

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

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM
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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	CONTRACTOR 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)

* Bidders may list "self", but it is not required.

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



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 #. The table contains 15 empty rows for data entry.

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 OWNER'S REFUSAL TO ENTER INTO A WRITTEN CONTRACT WITH BIDDER. ACTION MAY BE TAKEN AGAINST BIDDERS BID BOND AS DEEMED APPROPRIATE BY OWNER. ATTACH A SECOND PAGE IF NECESSARY.

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 and Supplemental General Conditions dated July 15, 2008 and July 1, 2009 ("also referred to as General Conditions") 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% Performance Bond and a 100%

CONTRACTOR'S AGREEMENT
PAGE NO. 2

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 Invitation to Bid, 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 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: _____ 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



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:

- As-built 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.

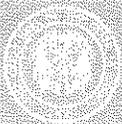
The Contractor shall complete or correct the Work on the list of (Punch List) items appended hereto within _____ calendar days from the above date of issuance of this Certificate. The amount withheld pending completion of the list of items noted and agreed to shall be: \$_____. If the list of items is 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.

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

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

_____ by: _____
USING INSTITUTION OR AGENCY (Signature) DATE

_____ by: _____
DFCM (Owner) (Signature) DATE

**General Contractor Performance Rating Form**

Project Name:		DFCM Project#	
Contractor: (ABC Construction, John Doe, 111-111-1111)	A/E: (ABC Architects, Jane Doe, 222-222-2222)	Original Contract Amount:	Final Contract Amount:
DFCM Project Manager:		Contract Date:	
Completion Date:		Date of Rating:	

Rating Guideline	QUALITY OF PRODUCT OR SERVICES	COST CONTROL	TIMELINESS OF PERFORMANCE	BUSINESS RELATIONS
5-Exceptional	Contractor has demonstrated an exceptional performance level in any of the above four categories that justifies adding a point to the score. Contractor performance clearly exceeds the performance levels described as "Very Good"			
4-Very Good	Contractor is in compliance with contract requirements and/or delivers quality product/service.	Contractor is effective in managing costs and submits current, accurate, and complete billings	Contractor is effective in meeting milestones and delivery schedule	Response to inquiries, technical/service/administrative issues is effective
3-Satisfactory	Minor inefficiencies/errors have been identified	Contractor is usually effective in managing cost	Contractor is usually effective in meeting milestones and delivery schedules	Response to inquires technical/service/administrative issues is somewhat effective
2-Marginal	Major problems have been encountered	Contractor is having major difficulty managing cost effectively	Contractor is having major difficulty meeting milestones and delivery schedule	Response to inquiries, technical/service/administrative issues is marginally effective
1-Unsatisfactory	Contractor is not in compliance and is jeopardizing achievement of contract objectives	Contractor is unable to manage costs effectively	Contractor delays are jeopardizing performance of contract objectives	Response to inquiries, technical/service/administrative issues is not effective

1. Rate Contractors quality of workmanship, management of sub contractor performance, project cleanliness, organization and safety requirement.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

2. Rate Contractor administration of project costs, change orders and financial management of the project budget.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

3. Rate Contractor's performance and adherence to Project Schedule, delay procedures and requirements of substantial completion, inspection and punch-list performance.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

4. Evaluate performance of contractor management team including project manager, engineer and superintendent also include in the rating team's ability to work well with owner, user agency and consultants.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

5. Rate success of Contractor's management plan, completion of the plans mitigation of project risks and performance of value engineering concepts.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

Signed by:	Date:	Mean Score
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Additional Comments:

Utah Department of Corrections

CONTRACTOR'S CODE OF CONDUCT

As an independent contractor working with or around inmates at the Utah State Prison, I understand and agree to observe the following policies:

1. While on duty, I will visually carry my ID with me.
2. I will respect and protect the civil and legal rights of all offenders.
3. I will be respectful, courteous and civil with staff and inmates, and shall not use coarse, loud, indecent, profane or unnecessarily harsh language nor do anything that might incite any person to violence while on the Institution premises-
4. I will meet standards established in my job description and report conditions or circumstances that would prevent me from performing my job effectively or completing my assigned tasks, I shall bring to the supervisor's attention unclear instructions or procedures.
5. I will not engage in "horseplay" or playing of pranks while on the premises.
6. I will not violate any Federal, State or local laws or ordinances.
7. I will report any facts, information or evidence relating to a criminal offence or case in accordance with established department procedures.
8. I will not knowingly falsify, enter, or cause to be entered, any inaccurate, false or improper information on Institutional documents.
9. I will surrender all departmental property issued to me upon termination of my assignment.
10. I will give any department property or evidence that has been found or recovered to my immediate supervisor.
11. I will not consume, nor otherwise use any intoxicants, nor be intoxicated, while on Institutional assignments. I will not have in my possession any of these substances or any item they would impact the safety or control of the institution.
12. I will not bring any over the counter medications except for what is needed for that day, tobacco products, alcohol, firearms, ammunition or drugs onto prison property or to an inmate under jurisdiction of Utah State Corrections.
13. I will not fraternize with, nor develop personal relationships with offenders. when

answering questions I will be brief, polite and to the point.

- a. I will never discuss an offender's case with them except as a required part of my job.
- b. I will not become involved socially with the offenders under custody or supervision of the department. Nor will I seek to be socially involved with an offender's family. If I choose to become involved socially with an inmate I understand that I will be suspended from the visiting list for the inmate for 12 months and immediately removed from the project and will not be allowed to work on corrections controlled property regardless of the task.
- c. I will not compromise security as a result of communication of interaction with offenders.
- d. I understand that becoming overly and/or unnecessarily familiar with offenders is unwise.
14. I will immediately notify department personnel of any friendships or relationships that I have with an incarcerated offender or offender under the control and supervision of UDC.
15. I am prohibited from accepting loans gifts, gratuities, and/or other favors from offenders.
16. I will not loan/give money or other property to offenders; nor purchase or bargain for items belonging to offenders; nor sell any item to offenders; nor enter into any business transactions with inmates of their families.
17. I am prohibited from discussing departmental or personal business with offenders I shall exercise proper caution at all times concerning what is said, to whom it is said, and who can overhear.
18. I will not discuss with offenders any issues involving other contractors, volunteers and/or Institutional staff. I will not become involved in any conflicts between inmates and/or inmates and staff
19. If I have reason to believe that an inmate has valuable information he wishes to divulge, I will refer that inmate to the Institutional administration.
20. I will bring my concerns to the attention of my supervisor if I have reason to believe that any of the following situations have arisen or might arise:
 - a. Development of inappropriate relationships with offenders, their families and/or their friends;
 - b. A conflict of interest situation and/or any situation from which personal gain may be obtained, or
 - c. Questions arising from personal loyalties, beliefs, or values which might impair professional judgement or independence.

21. I will bring only authorized items that are necessary in the performance of the assigned duties into the institution. I will not take unauthorized personal items into nor out of the institution.
22. I will not carry out nor bring in letters, notes books, food or messages for inmates. I will not make purchases in the community for any inmate.
23. I will not bring any reading or Pornographic material onto institutional property that is not specifically authorized by Department Policy or Department Administration.
24. I will report in writing incidents or occurrences involving an omission or violation of the rules, regulations and requirements set forth in the departmental policies and procedures.
25. I will not engage in religious discussions or debates to the detriment of good discipline, nor speak disparagingly of the nationality, race or beliefs of any person while on duty,
26. I will comply with the State Indoor Clean Air Act, UCA 76-10-106- I understand that smoking is allowed only in designated areas and will make certain I know where those areas are and comply with the current policy.
27. I will not use my Department of Correction's position or my official identification card for-
 - a. personal or financial gain;
 - b. Obtaining privileges not otherwise available to me.
28. I will not be permitted to take inmates out of the Institution for any reason except that which is authorized by the Institution's administration.
29. I understand that I will not be allowed use of tape recorders, video recording equipment and/or cameras unless first obtaining written approval from the warden or division director.
30. I shall not perform any act which constitutes a threat to the safety, welfare or health of self or others; that which substantially threaten the safety, security or control of the department is prohibited. Such prohibited conduct includes, but is not limited to:
 - a. Improper use of equipment, material or supplies:
 - b. Creating or contributing to unsanitary or unsafe conditions:
 - c. The unauthorized use, or possession of firearms, ammunition, explosives or incendiary devices on departmental property
 - d. The unauthorized use, possession or duplication of any, locking or restraining device or key.

31. I will maintain an inventory of all tools or devices that are necessary in the performance of my duty. This inventory will be used to account for tools and hardware used on institutional property at the end of work each day. Any discrepancy's will be immediately reported to internal security or other prison personnel. All items that could be used in an escape or aid in an escape will be secured off site outside of the secure perimeter at the end of each workday. All cutting tools including bolt cutters, wire cutters, hacksaws, carbide saws and diamond saws will be removed and secured outside the secure perimeter. Disposal of worn or damaged tools or cutting devices will be done outside of institutional property.
32. I will not interfere with any department business or work activities, or substantially distract or disrupt any member in the performance of their duties.
33. I understand that it is expressly prohibited for me:
 - a. To use state-owned or managed property or facilities in unauthorized ways;
 - b. To distribute or post any written or printed material, absent prior authorization,
 - c. To engage in any intentional slowdown, work stoppage, "blue flu" or strike;
 - d. To engage in any activity or business not departmental-related, either personally or as an agent of any other agency or organization, on department property or while on state time, absent prior authorization.
 - e. To remove or alter any posted information absent prior authorization; and
 - f. To distribute or disclose confidential, private or privileged information.
34. In general, I understand and will observe normal workplace procedures and will comply with state and department administrative policies, procedures and regulations.
35. I understand that I will be subject to disbarment, from any institutional property and/or legal liability if it is found that I have participated in an act, conspired to commit an act, served as an accessory or accomplice in the commission of any act, or failed to report any act, which violates these rules and regulations, other department policies and procedures or the laws of the State of Utah or of the United States.
36. I have read and understand the code of conduct and agree to comply by signing this agreement.

Signature

Date

Utah Department of Corrections

(DRAPER SITE)

OUTSIDE CONTRACTOR RULES AND REGULATIONS

1. All contractors, sub-contractors, workers, architects, etc. must have picture identification on their person while working at the Prison. A Utah Driver's License or Driver's License Division I. D. is preferred, but we will accept pictured military I. D., etc.
2. All contractors, subcontractors, workers, architects, etc. must have reached at least 18 years of age before they will be allowed to work on Utah Department of Corrections property.
3. No unlocked vehicles may be left unattended.
4. No running vehicles may be left unattended.
5. No keys may be left in vehicles.
6. Park all vehicles and equipment away from fences - a minimum of 50 feet.
7. No blue chambray (light blue denim) or solid white work shirts may be worn.
8. No blue denim jackets may be worn.
9. Do not run - especially toward or away from any fence line.
10. Absolutely No "visiting" with inmates.
11. Nothing may be given to inmates. Giving contraband to inmates is a felony.
12. Nothing may be taken from inmates.
13. No tools may be left unattended. Unattended tools will be confiscated.
14. Do not throw away broken or worn out saw blades of any kind at the prison site. Dispose of them off property, at your home, shop, or office, or you may give them to the security officer.
15. Explosive cartridges for Hilti guns, etc. must be locked up and/or strictly supervised at all times. Cartridge "clips" shall be disposed of away from prison property. This also includes individual load shell casings. If you have a Hilti gun, etc. in your equipment, the gate security officer for your construction site must be notified.

16. No weapons, ammunition, explosives, drugs, alcoholic beverages, poisons, acids or other dangerous objects or hazardous substances are allowed on prison property. Required prescription "medicines" can be carried in limited daily dosages only. These items will be confiscated if found and appropriate action will be taken.
17. Anyone entering prison property is subject to search of his property, person, and vehicle. Failure to submit to this search will result in expulsion from prison property and/or arrest upon probable cause.
18. Any statutory or illegal contraband or other controlled items, as stipulated by this document, found on a person in a work area or in a vehicle will be confiscated. Vehicles may also be confiscated. Any item violating state law will result in an investigation and/or arrest by the prison Security personnel or local law enforcement agency. If any statutory or illegal contraband or other controlled items are returned to the prison a second time, access to prison property will be denied permanently.
19. Any person who the officer believes is arriving at the prison impaired by alcohol or drugs shall be denied access to prison property and may also be detained pending arrival of an Enforcement Officer who will determine if a citation or arrest is warranted.
20. When working inside the prison fence lines, all traffic is checked, searched, and cleared at our main truck gate sally ports. In order to help us expedite your traffic, all trips through the gates should be limited to those which are absolutely necessary. 'Car pooling' in company vehicles from the main prison parking areas into the construction site is required. When checking in through the prison gates, all workers in any and all vehicles must get out of the vehicle and stand next to it while it is searched and their identity is verified.
21. Private vehicles used primarily for transportation will not be allowed into construction sites. "Company" and/or primary "work" vehicles will be permitted.
22. Foot traffic into construction sites is encouraged when practical.
23. Driver's licenses or other picture I.D. of all workers will be taken at the gates to the construction sites for I.D. and control purposes. A temporary pass from that gate will be issued to be worn in plain sight while working on site. Upon departure from the work site, this temporary pass will be returned to the gate that issued the pass and personal drivers License or other Id will be returned upon exit.
24. In the event of a prison emergency, i.e., fire, escape, riot, etc., all construction sites will be secured and traffic to and from the sites halted. Work within the sites will be allowed to continue normally as long as there is no physical threat to the site(s). When the emergency has been verified and resolved, the site will be re-opened to traffic. If evacuation of a site is necessary, everyone will be expected to gather in

one central location identified by the security officer, and then will be escorted off property by security personnel. All emergency situations will be resolved as soon as possible.

25. Work hours for construction within the prison fences will normally be limited strictly to daylight hours, Monday through Friday. If early morning, late evening, weekend, or holiday work is planned or needed, the project security staff must be contacted at least 72 hours in advance of approval.
26. Ex-inmates or parolees are normally not permitted to work on prison projects.

NOTE: Specific limitations may be listed as part of your project specifications. Report any known or suspected ex-inmates, parolees, or convicted felons to Doug Wright, Facilities Bureau at the Utah State Department of Corrections 545-5550.

All contractors, subcontractors, employees, and other personnel working on prison projects are subject to having a criminal identification check process. Anyone with a verified record of criminal activity, deemed to pose a potential hazard to prison security, may be denied access to prison property.

27. Ladders may not be left unsecured in construction areas at night or on weekends, holidays, etc. when no work is going on.
 - A. Portable ladders must be removed from the work site and secured inside locked construction trailers or be secured outside of the fenced perimeter at the end of every workday.
 - B. Larger, heavier ladders and scaffolding may, with approval by internal security, be secured by chains and padlocks to immovable objects within the construction area, but safely away from all fences.

NOTE: Ladders which are not secured as per the above instructions will be confiscated.

28. Cutting torches and equipment shall not be left unattended in construction areas. All cutting torches, fuel tanks, etc. must be maintained on carts or vehicles and be removed from construction sites at the end of each work day.,
29. Contractors will not be permitted to store flammable liquids or fuel tanks within the security fence perimeter. Contractors will be assigned a specific approved storage area for any such items on request.
30. No vehicles or motorized construction equipment may be left inside the security fence perimeter when no construction work going on unless mechanically disabled and proper authorization is obtained in writing from UDC security.

31. Contractors are responsible to provide their own portable restrooms for construction sites. Contractors will not be allowed access to occupied prison facilities to utilize restrooms unless restrooms are located in the immediate work area.
32. Contractors will not be given access to the prison dining room for meals unless construction work is in the specific kitchen/dining room area and the Warden's and Support Services approval is granted in advance.
33. All contractors will be required to clean up all construction sites, debris and "extra" construction supplies from work areas on a daily basis. Construction debris must be hauled away immediately or placed in a designated disposal site at the prison. Extra construction supplies must be returned to the designated supply/construction yard or retained in construction vehicles until the next workday.
34. Contractors working at the Draper site on authorized bid projects are responsible to provide all of their own tools and equipment for the work involved in those projects. The prison will normally not permit contractor use of state-owned shops, tools, or equipment.
35. All contractors working at the Draper site are required to fully comply with all OSHA work safety requirements; take prudent precautions to protect the work site and adjacent facilities from damage; and to provide appropriate safety equipment, including fire extinguisher and other "fire protection devices" for their work areas.
36. All contractors working at the Draper site are required to take reasonable precautions to avoid causing damage to the existing facility and its utility lines, etc. in the course of completing their authorized project. Special attention shall be given to utility lines that may be buried, or imbedded in walls, under floors, etc. The Draper maintenance staff will provide the best available information on what lines are known or suspected in any given area. The contractors are responsible to use due care to eliminate and/or minimize damages. When and if damage occurs, the contractors are required to cooperate fully with prison maintenance or other emergency personnel to assist with and expedite any repairs required to restore normal prison services and operations. Negligence or carelessness on the part of any contractor that results in all or part of any damage will result in that contractor being held liable for all or part of the damages. In all cases, the extent of any such liability will be negotiated with the primary or general contractor responsible for the project. In accepting the award of any project at the Utah State Prison, Draper site, the contractor also agrees to negotiate any such damages in good faith with prison representatives.
37. All planned interruptions to utilities (Water, sewer, gas, electrical, steam etc.) Will require a written request to:

Michael Dahl, Facilities Coordinator
14717 So. Minuteman Dr.
Draper, Utah. 84020

This request can also be faxed to Mr. Dahl at (801) 545-5523

At least five working days prior to the scheduled outage or interruption. If an emergency occurs and the utility service needs to be interrupted to facilitate repairs or to prevent risk to life or property it is expected that all efforts be made to promptly respond and correct the problem, and notification to facility maintenance be done so emergency response can be in-acted to maintain order and proper operation of the institution.

If you have any questions regarding these regulations or need a special exemption, clarifications, etc., contact Michael Dahl (801) 545-5550 office or (801) 556-9872 cell or by email at dmdahl@utah.gov

NOTE: These rules are subject to review and change at any time.

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Utah Department of Corrections

CONTRACTOR'S CODE OF CONDUCT

As an independent contractor working with or around inmates at the Utah State Prison, I understand and agree to observe the following policies:

1. While on duty, I will visually carry my ID with me.
2. I will respect and protect the civil and legal rights of all offenders.
3. I will be respectful, courteous and civil with staff and inmates, and shall not use coarse, loud, indecent, profane or unnecessarily harsh language nor do anything that might incite any person to violence while on the Institution premises.
4. I will meet standards established in my job description and report conditions or circumstances that would prevent me from performing my job effectively or completing my assigned tasks, I shall bring to the supervisor's attention unclear instructions or procedures.
5. I will not engage in "horseplay" or playing of pranks while on the premises.
6. I will not violate any Federal, State or local laws or ordinances.
7. I will report any facts, information or evidence relating to a criminal offence or case in accordance with established department procedures.
8. I will not knowingly falsify, enter, or cause to be entered, any inaccurate, false or improper information on Institutional documents.
9. I will surrender all departmental property issued to me upon termination of my assignment.
10. I will give any department property or evidence that has been found or recovered to my immediate supervisor.
11. I will not consume, nor otherwise use any intoxicants, nor be intoxicated, while on Institutional assignments. I will not have in my possession any of these substances or any item they would impact the safety or control of the institution.
12. I will not bring any over the counter medications except for what is needed for that day, tobacco products, alcohol, firearms, ammunition or drugs onto prison property or to an inmate under jurisdiction of Utah State Corrections.
13. I will not fraternize with, nor develop personal relationships with offenders. When answering questions I will be brief, polite and to the point.

- a. I will never discuss an offender's case with them except as a required part of my job.
 - b. I will not become involved socially with the offenders under custody or supervision of the department, nor will I seek to be socially involved with an offender's family. If I choose to become involved socially with an inmate, I understand that I will be suspended from the visiting list for the inmate for 12 months and immediately removed from the project and will not be allowed to work on corrections controlled property regardless of the task.
 - c. I will not compromise security as a result of communication of interaction with offenders.
 - d. I understand that becoming overly and/or unnecessarily familiar with offenders is unwise.
14. I will immediately notify department personnel of any friendships or relationships that I have with an incarcerated offender or offender under the control and supervision of UDC.
 15. I am prohibited from accepting loans gifts, gratuities, and/or other favors from offenders.
 16. I will not loan/give money or other property to offenders; nor purchase or bargain for items belonging to offenders; nor sell any Item to offenders; nor enter into any business transactions with inmates of their families.
 17. I am prohibited from discussing departmental or personal business with offenders I shall exercise proper caution at all times concerning what is said, to whom it is said, and who can overhear.
 18. I will not discuss with offenders any issues involving other contractors, volunteers and/or Institutional staff. I will not become involved in any conflicts between inmates and/or inmates and staff
 19. If I have reason to believe that an inmate has valuable information he wishes to divulge, I will refer that inmate to the Institutional administration.
 20. I will bring my concerns to the attention of my supervisor if I have reason to believe that any of the following situations have arisen or might arise:
 - a. Development of inappropriate relationships with offenders, their families and/or their friends;
 - b. A conflict of interest situation and/or any situation from which personal gain may be obtained, or
 - c. Questions arising from personal loyalties, beliefs, or values which might impair professional judgment or independence.
 21. I will bring only authorized items that are necessary in the performance of the assigned duties into the institution. I will not take unauthorized personal items into nor out of the institution.

22. I will not carry out nor bring in letters, notes books, food or messages for inmates. I will not make purchases in the community for any inmate.
23. I will not bring any reading or Pornographic material onto institutional property that is not specifically authorized by Department Policy or Department Administration.
24. I will report in writing incidents or occurrences involving an omission or violation of the rules, regulations and requirements set forth in the departmental policies and procedures.
25. I will not engage in religious discussions or debates to the detriment of good discipline, nor speak disparagingly of the nationality, race or beliefs of any person while on duty,
26. I will comply with the State Indoor Clean Air Act, UCA 76-10-106- I understand that smoking is allowed only in designated areas and will make certain I know where those areas are and comply with the current policy.
27. I will not use my Department of Correction's position or my official identification card for
 - a. personal or financial gain;
 - b. obtaining privileges not otherwise available to me.
28. I will not be permitted to take inmates out of the Institution for any reason except that which is authorized by the Institution's administration.
29. I understand that I will not be allowed use of tape recorders, video recording equipment and/or cameras unless first obtaining written approval from the warden or division director.
30. I shall not perform any act which constitutes a threat to the safety, welfare or health of self or others; that which substantially threaten the safety, security or control of the department is prohibited. Such prohibited conduct includes, but is not limited to:
 - a. Improper use of equipment, material or supplies:
 - b. Creating or contributing to unsanitary or unsafe conditions:
 - c. The unauthorized use, or possession of firearms, ammunition, explosives or incendiary devices on departmental property
 - d. The unauthorized use, possession or duplication of any, locking or restraining device or key.
31. I will maintain an inventory of all tools or devices that are necessary in the performance of my duty. This inventory will be used to account for tools and hardware used on institutional property at the end of work each day. Any discrepancy's will be immediately reported to internal security or other prison

personnel. All items that could be used in an escape or aid in an escape will be secured off site outside of the secure perimeter at the end of each workday. All cutting tools including bolt cutters, wire cutters, hacksaws, carbide saws and diamond saws will be removed and secured outside the secure perimeter. Disposal of worn or damaged tools or cutting devices will be done outside of institutional property.

32. I will not interfere with any department business or work activities, or substantially distract or disrupt any member in the performance of their duties.
33. I understand that it is expressly prohibited for me:
 - a. to use state-owned or managed property or facilities in unauthorized ways;
 - b. to distribute or post any written or printed material, absent prior authorization,
 - c. to engage in any intentional slowdown, work stoppage, "blue flu" or strike;
 - d. to engage in any activity or business not departmental-related, either personally or as an agent of any other agency or organization, on department property or while on state time, absent prior authorization.
 - e. to remove or alter any posted information absent prior authorization; and
 - f. to distribute or disclose confidential, private or privileged information.
34. In general, I understand and will observe normal workplace procedures and will comply with state and department administrative policies, procedures and regulations.
35. I understand that I will be subject to disbarment, from any institutional property and/or legal liability if it is found that I have participated in an act, conspired to commit an act, served as an accessory or accomplice in the commission of any act, or failed to report any act, which violates these rules and regulations, other department policies and procedures or the laws of the State of Utah or of the United States.
36. I have read and understand the code of conduct and agree to comply by signing this agreement.

Signature

Date

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