Request for Proposals for Design/Build Services
Stage I

Value Based Selection Method

April 20, 2010

HONORS HOUSING
AT
LEGACY BRIDGE

UNIVERSITY OF UTAH
SALT LAKE CITY, UTAH

DFCM Project No. 09217750

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The Design/Build Agreement will be issued with the Stage II documents

Current copies of the following documents are hereby made part of this Request for Proposals for Design/Build Services 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 Design Manual dated March 15, 2006
DFCM General Conditions 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 DESIGN / BUILD TEAMS
MULTI-STAGE COMPETITION

The Division of Facilities Construction and Management (DFCM) intends to hire a Design/Build Team comprised of a general contractor supported by subcontractors and an architect with supporting technical consultants to design and construct the following project:

HONORS HOUSING AT LEGACY BRIDGE
UNIVERSITY OF UTAH – SALT LAKE CITY, UTAH
DFCM PROJECT NO. 09217750

The estimated cost for construction is $22,000,000. This design/build project will provide housing for 310 persons in apartments, student common areas, classrooms, workrooms, office for staff, parking for 80 stalls in the base bid. The project will include design and construction to be provided under an agreement with DFCM for design/building services.

The RFP documents will be available in electronic format only from the DFCM web page at http://dfcm.utah.gov at 4:00 PM on Tuesday, April 20, 2010. For questions and directions regarding this project, please contact Rick James, Project Manager, DFCM, at 801-541-7783 or email: rjames@utah.gov. No others are to be contacted regarding this project.

The Design/Build Team for this work will be selected by a Value Based Selection RFP method. A **MANDATORY** pre-submittal meeting for all Design/Build Teams will be held at 10:00 AM on Tuesday, May 4, 2010 in Room 1B of the Chase N. Peterson Heritage Center, 151 Connor Street, Salt Lake City, Utah. All Contractors and Architects wishing to submit on this project must attend this meeting.

The Stage I proposal documents that are requested in the RFP must be submitted to DFCM at 4110 State Office Building, Salt Lake City, Utah, 84114 by 12:00 Noon on Tuesday, May 18, 2010. Additional information may be required at other times. Note: Submittals must be received at 4110 State Office Building by the specified times.

A Bid Bond in the amount of five percent (5%) of the proposal amount, made payable to the Division of Facilities Construction and Management on the DFCM bid bond form, shall accompany the cost proposal that must be submitted in Stage II per the RFP.

The Division of Facilities Construction & Management reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal 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

DESCRIPTION OF THE WORK

Project Description

This design/build project will provide housing for 310 persons in apartments, student common areas, classrooms, workrooms, office for staff, and parking for 87 stalls in the base bid. The project will include design and construction to be provided under an agreement with DFCM for design/building services. The project will be located in the existing parking lot just north of the Annex General Office, 1901 East South Campus Dr., Salt Lake City, Utah. The site which is the area including the existing parking lot and the Annex General Office Building will ultimately house student housing for 1500 to 1800 students. Phase I (which is the work described in this RFP) will provide 310 beds. In Phase I the Annex General Office Building and approximately 350 of the 650 existing parking stalls will remain. It is understood that the construction of Phase I will result in a net loss of parking stalls on this site. The future Phases II and III in total with Phase I will provide the total of up to 1800 beds. It is expected that the demolition of the Annex General Office Building will occur as part of Phase II or III.

The construction budget for this project is $22,000,000. It is recognized that the program estimate of the work described in the program is $31,000,000. This task of the design/build team is to provide as many features of the program as possible. In the Stage II of the competition, teams will be asked to provide a cost for providing all elements of the project which are programmed as a Base Bid (see the description of Base Bid below.) Also the teams will be asked to provide a series of cost reduction proposals which, if approved, will result in a total cost of $22,000,000.

Project Risk Factors

1. Quality of the design, design documents and construction in the design/build process: There is a risk in the possibility that the design team will not have enough specific experience in this project type. The project will be an important element in the University's efforts to make the campus and the Honors program more attractive to potential students nationwide. There is also risk in the possibility that the design/build process will not produce the desired quality of drawings and specifications to create adequate understanding of materials, systems and construction.

2. Project experience of the team in similar type projects: There is risk in the possibility that a design/build team may not have specific experience in this project type. Teams will be evaluated in the experience in providing projects of similar type.

Value Based Selection Method in Two Stages

The Design/Build Teams will be selected using the Value Based Selection method consisting of the following stages:

1. Stage I. The Selection Committee will select three finalist teams based on the criteria described in this RFP. Please note that no price proposal is required.

2. Stage II. Stage II RFP. Following the selection of three finalists, each Design/Build Team will receive a Stage II RFP with RFP requirements, guidelines, and applicable portions of master plan, building program, site and utility surveys, geotechnical report, design standards, and other pertinent information. Each Design/Build Team will submit a preliminary design and cost proposal in conformance with Stage II RFP requirements and guidelines.

- Stipend. Following the VBS Selection Committee's determination of the Design/Build Team whose proposal provides the greatest value to the State, a stipend of $40,000 will be awarded to two finalists which were not selected, provided the two teams met all competition requirement. In return for accepting the stipend, the Proposers agree that the State can incorporate portions or ideas from the proposals in to the final project. Upon successful completion of contract negotiations, a Design/Build Agreement will be provided to the selected team.

- Stage II Base Bid and COST REDUCTION Proposals.
  Base Bid: During Stage II the cost proposal form will include a bid line for the Base Bid. The Base Bid is defined as the cost of constructing the complete scope of the project as it will be described in the Architectural Program. The Program will be issued as an attachment to the Stage II RFP. The complete scope of the work includes a on level covered parking structure with beds and program spaces as arranged in the conceptual drawings which will be part of the Program.

- Cost Reduction Proposals: The Stage II documents will require each Stage II competitor to list of Cost Reduction Proposals which if accepted in part or in total will reach the construction budget of $22,000,000. The list is to be composed such that the items can be accepted either individually, in combination or in total.

- Quality Expectations: Every effort will be made in the Stage II documents to specifically define the quality levels for materials and building systems which will be required.

- Design schemes which will be required in Stage II. A design will be required for the Base Bid. If an individual team presents Cost Reduction Proposals which depart in a major way from the Base Bid concept, then a design will be required to illustrate the cost reduction proposal. The required design documents will be presented in the Stage II RFP.

PROCUREMENT PROCESS

The State of Utah intends to enter into an agreement with a firm to provide Design/Build services as described. The selection of the Design/Build Team will be made using a Value Based Selection (VBS) system.

1. Request for Proposals Documents for Design/Build Team

The Request for Proposals for Design/Build Services (RFP) consists of all of the documents listed in the Table of Contents and all said documents are incorporated in this RFP by reference. The RFP also includes the Stage II documents and all documents incorporated by reference therein. The RFP will be available at DFCM per the attached schedule and on the DFCM web site at http://dfcm.utah.gov.

2. Contact Information

Except as authorized by the DFCM Representative or as otherwise stated in the RFP or the pre-submittal meeting, communication during the selection process shall be directed to the specified DFCM's Representative. In order to maintain the fair and equitable treatment of everyone, Design/Build Teams shall not unduly contact or offer gifts or gratuities to DFCM, any Board officer, employee or agent of the State of Utah, users or Selection Committee members in an effort to influence the selection process or in a manner that gives the appearance of influencing the selection process. This prohibition applies before the RFP is issued as the project is developed, and extends through the award of a contract. Failure to comply with this requirement may result in a disqualification in the selection process. Design/Build Teams should be aware that Selection Committee members will be required to certify that they have not been contacted by any of the Design/Build Teams in an attempt to influence the selection process.

3. Requests for Information

All requests for information regarding this project shall be in writing and directed to:

Rick James (DFCM Representative)
Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114
E-mail: rjames@utah.gov
Facsimile: 801-538-3267

4. Project Schedule

The Project Schedule lists the important events, dates, times and locations of meetings and submittals. The terms of the project schedule are hereby incorporated by reference and must be met by the selected team.

5. Mandatory Pre-Submittal Meeting

A mandatory pre-submittal meeting will be held on the date and time and at the location listed on the Project Schedule.

A representative from each interested general contractor firm and each interested prime design firm is required to attend. During the meeting, a presentation will be made to describe the overall scope of work and intended schedule. Interested firms may ask questions and request clarification about the project and the procurement process.

Subconsultants and subcontractors are invited to attend this meeting but it is not mandatory for them.

The prime construction and prime design firms absence from the pre-submittal meeting and/or failure to register precludes participation as a submitting firm on this project.

6. Submittal Due Dates and Times

All required submittals must be delivered to, and be received by DFCM prior to the date and time indicated in the Project Schedule. Submittals received after the specified time will not be accepted. Please allow adequate time for delivery. If using a courier service, the Design/Build Team is responsible for ensuring that delivery will be made directly to the required location. It is your responsibility to allow for the time needed to park on Capitol Hill as recent construction activity has made the parking more difficult. Identification is required to enter the building.

7. Last Day to Submit Questions

All questions must be received at the office of DFCM no later than the time and dated listed in the Project Schedule. Questions must be submitted in writing to Rick James at DFCM.

8. Listing of Subcontractors

A listing of subcontractors is not required at the time of submission in a design/build delivery, but is required to be submitted to DFCM at the time subcontractor selection is completed by the general contractor or within 24 hours of written notice from the DFCM representative. The subcontractors required to be listed are as specified in the Instructions and Subcontractors List Form which are included as part of the Stage II documents. Requirements for listing additional subcontractors are as follows:
NO ADDITIONAL REQUIREMENTS

As additional subcontractors are identified, the subcontractor list shall be updated and submitted to the DFCM representative.

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.

9. Addendum

All responses to questions and requests for clarification will be in writing and issued as addenda to the Request for Proposals. Addenda will be posted on DFCM/s web site at http://dfcm.utah.gov. Any addenda issued prior to the submittal deadline shall become part of the Request for Proposals and any information required shall be included in your proposal.

10. Past Performance and References

As each DFCM project is completed, DFCM, the Contractor and Architect will evaluate each other and will also be evaluated by the using agency/institution. It is the intent of DFCM that this process will be the major source for evaluating past performance.

Contractors and Architects shall submit past performance and reference information by the time indicated on the Project Schedule.

For all DFCM projects completed in the last five years identify the project by name, number and DFCM project manager. Each prime contractor and each prime design firm wishing to compete for this project that has not completed at least three DFCM projects in the last five years, will be required to provide one copy of a list of references on additional similar projects for a total of three projects.

For non-DFCM projects provide the following information:

Point of Contact:	Person who will be able to answer any customer satisfaction questions.
Phone Number:	Phone number of the contact we will be surveying.
User Name:	Name of Company / Institution that purchased the construction work.
Project Name:	Name of the project.
Date Completed:	Date of when the work was completed.
Address:	Street, city and state where the work was performed.
Size:	Size of project in dollars.
Duration:	Duration of the project / construction in months.
Type:	Type of the project (i.e.: School, Offices, Warehouse, etc)

11. Statements of Qualifications

The submitting Design/Build Team shall provide seven copies of the Statements of Qualifications. The Statement of Qualifications is a short document that addresses the selection criteria. It indicates the experience and qualifications of the Design/Build Team, the construction project manager, the lead designer, and other critical members of the team. It describes what talents their team brings to the project, how their knowledge of the subject will provide benefit to the process, how the team has been successful in the past and how that relates to this project. It should include information on similar projects that have been completed by the Design/Build Team, construction project manager, lead designer, and other team members. Include the experience and special qualifications that are applicable to this project and/or are part of the project specific selection criteria.

12. Preliminary Management Plan

The Design/Build Team shall submit seven copies of a Preliminary Management Plan by the time indicated on the Project Schedule. The Preliminary Management Plan should demonstrate how the Design/Build Team is organized, the role of team members, and how the team will work together to achieve the objectives of the project. It should identify decision making authority and point of contact.

The Preliminary Management Plan should address in a general manner how the Team will accomplish the objectives of the project, mitigate the project risks that are noted in the RFP as well as others identified by the Team, and address any other selection criteria not addressed elsewhere in the Team's submittals. It should include a preliminary project schedule indicating how the Team will accomplish the desired completion timeframe.

The Preliminary Management Plan should be concise yet contain sufficient information for evaluation by the Selection Committee. Teams that are included in the shortlist for Stage II will be required to submit a more definitive management plan in their Stage II submittals.

13. Time

One of the selection criteria will be proposed contract time. The Design/Build Team will include in the Preliminary Management Plan the schedule for completing the work including any items required by DFCM or the A/E. A completion date prior to July 2, 2012 is requested but not mandatory.

It is anticipated that an Agreement will be given to the contractor for signature following concurrence of the design and accepted scope of work, including any accepted deviations from the program and accepted cost adjustment if required. The actual notice to [proceed will be promptly issued following the return of the signed Agreement and bonds by the contractor. The actual completion date will be based on the contractor's proposed schedule and any adjustments that are required due to the refined scope of work established following award, which are documented in the Agreement; all as agreed to by the DFCM.

All plans, schedules, and the cost proposals are required to reflect the proposed design and construction time. Non-compliance with the schedule will not result in automatic disqualification; it will be evaluated by the Selection Committee in determining the final selection.

14. Termination or Debarment Certifications

The general contractor and prime design firm of the design build team must submit a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. These firms must also certify that neither the firm nor its principals have been terminated during the performance of a contract or withdrew from a contract to avoid termination. If the firm cannot certify these two statements, the firm shall submit a written explanation of the circumstances for review by DFCM. Design/Build Teams are to submit these certifications with their Statement of Qualifications

15. Selection Committee

The Selection Committee may be composed of individuals from DFCM, the User Agency/Institution, and a representative from the design or construction disciplines

16. Interviews

Interviews will be conducted with all responsive and responsible Design/Build Teams except as follows. If more than nine Design/Build Teams submit proposals and meet other requirements, DFCM may convene the Selection Committee to develop a list of contractors to be invited to interviews. This evaluation will be made using the selection criteria noted below. The information provided by the past performance/references, Preliminary Management Plan and Statement of Qualifications will be the basis for this evaluation.

The purpose of the interview is to allow the Design/Build Team to present its qualifications, past performance and preliminary management plan. It will also provide an opportunity for the Selection Committee to seek clarification of the Team's proposal.

The proposed primary project management personnel, including the project manager and Architect, should be in attendance. The project manager is the Design/Build Team's representative who will have full responsibility for the design and construction of the project. The project manager has overall job authority, will be in attendance at all job meetings, and is authorized by the contractor to negotiate and sign any and all change orders in the field, if necessary. Unless otherwise noted, the attendance of subconsultants and subcontractors is at the discretion of the contractor.

The method of presentation is at the discretion of the Design/Build Team. The interviews will be held on the date and at the place specified in the Project Schedule.

17. Selection Criteria

The following criteria will be used in arriving at a shortlist of three teams. The short listed teams will be those that represent the best value for the state. The criteria are not listed in any priority order. The Selection Committee will consider all criteria in performing a comprehensive evaluation of the proposal. Weights have been assigned to each criteria in the form of points.

A. DFCM Past Performance Rating. **15 Points.** The lead construction firm and design firm for each Design/Build Team will be given a past performance rating. The rating will be based first on how well the team members did on past projects with DFCM. If a minimum of three DFCM past performance ratings are not available a rating will be established using any DFCM past performance ratings that are available, supplemented by references supplied by the Design/Build Teams at the time the Statement of Qualifications and Organization is submitted.

B. Strength of Team. **30 Points.** Based on the Statements of Qualifications, Preliminary Management Plan, and the interview, the Selection Committee shall evaluate the expertise and experience of the team and the project lead as it relates to this project in size, complexity, quality, duration, etc. Consideration will also be given to the strength brought to the team by critical consultants/ subcontractors including how they were or will be selected and the success the team has had in the past in similar projects. The Selection Committee will also evaluate how the members of the Design/Build Team will work together to achieve project objectives. This will include any experience the team members have in working together.

C. Project Management Approach. **30 Points.** Based on the information provided in the Preliminary Management Plan and information presented in the interview, the Selection Committee will evaluate how each team plans to design and construct the project in the location and time frames presented. The Selection Committee will also evaluate the degree to which risks to the success of the project have been identified and a reasonable solution has been presented.

The following criteria are project specific. They are added to the above criteria in determining the selection that represents the best value for the state.

D. Similar type Projects. **25 Points.** The design/build teams will be evaluated in the ability to create other projects in the past which are similar in nature include other honors students housing on major educational campuses. Similarities of importance will include similar project size, cost per square foot in student housing, and similarities of program spaces.

TOTAL POINTS POSSIBLE: 100 Points.

18. Award of Contract

The selection of the Design/Build Team will be made using the Value Based Selection system (VBS). The award of the Contract shall be in accordance with the criteria set forth in the Request for Proposals (RFP). The State of Utah intends to enter into an agreement with the prime contractor to construct the project as outlined. Individual contractors or alliances between two or more contractors are allowed in this process. The State will contract with only one legal entity.

19. Contract and Bond

The Design/Build Agreement will be in the form included in the Stage II documents. The contract time will be as indicated in the proposal. The selected contractor, 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 RFP. 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. Subcontractors are not required to be bonded unless a specific requirement for such is included in the RFP documents.

20. Licensure

The Design/Build Team shall comply with and require all of it's A/E, consultants, subconsultants, and subcontractors to comply with the license laws as required by the State of Utah.

21. 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.

22. Financial Responsibility of Contractors and Subcontractors

Contractors shall respond promptly to any inquiry in writing by DFCM to any concern of financial responsibility of the contractor or subcontractor.

23. Withdrawal of Proposals

Proposals may be withdrawn on written request received from proposer until the notice of selection is issued.

24. Time is of the Essence

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

25. Right to Reject Proposals

DFCM reserves the right to reject any or all proposals.

PROJECT SCHEDULE

PROJECT NAME: **HONORS HOUSING AT LEGACY BRIDGE**
UNIVERSITY OF UTAH – SALT LAKE CITY, UTAH
DFCM PROJECT NO. **09217750** **DESIGN/BUILD**

Event	Day	Date	Time	Place
RFP for Design/Build Teams Stage I Available	Tuesday	April 20, 2010	4:00 PM	DFCM 4110 State Office Bldg SLC, UT and the DFCM web site*
Mandatory Pre-submittal Meeting	Tuesday	May 4, 2010	10:00 AM	Room 1B Chase N. Peterson Heritage Center 151 Connor Street SLC, UT
Last Day to Submit Questions	Thursday	May 6, 2010	12:00 NOON	Rick James - DFCM E-mail: rjames@utah.gov Fax: 801-538-3267
Addendum Deadline (exception for bid delays)	Tuesday	May 11, 2010	4:00 PM	DFCM web site *
Management Plans, References, Statements of Qualifications, and Termination/Debarment Certifications Due	Tuesday	May 18, 2010	12:00 NOON	DFCM 4110 State Office Bldg SLC, UT 84114
Short Listing by Selection Committee, if applicable.	Tuesday	May 25, 2010	TBA	DFCM web site *
Interviews	Tuesday	June 1, 2010	TBA	TBA
Announcement of Finalists	Wednesday	June 2, 2010	4:00 PM	DFCM web site*
Stage II RFP Documents Available	Wednesday	June 2, 2010	4:00 PM	DFCM 4110 State Office Bldg SLC, UT and the DFCM web site*
Stage II Proposals Due	Tuesday	July 13, 2010	12:00 NOON	DFCM 4110 State Office Bldg SLC, UT 84114
Substantial Completion Date	Monday	July 30, 2012		

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

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. l953, 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, l953, 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