Request for Proposals for Construction Services

Value Based Selection Method

April 29, 2014

BEVERLEY TAYLOR SORENSON CENTER FOR THE ARTS

SOUTHERN UTAH UNIVERSITY
CEDAR CITY, UTAH

DFCM Project No. 12218730

Blalock and Partners
307 West 200 South #4003
Salt Lake City, UT 84101

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Current copies of the DFCM General Conditions dated May 25, 2005 and all Supplemental General Conditions are available upon request at the DFCM office and on the DFCM web site at http://dfcm.utah.gov - "Standard Documents" – "Reference Documents" – "Supplemental General Conditions", and are hereby made part of these contract documents by reference.

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

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

BEVERLEY TAYLOR SORENSON CENTER FOR THE ARTS
SOUTHERN UTAH UNIVERSITY – CEDAR CITY, UTAH
DFCM PROJECT NO. 12218730

The Beverley Taylor Sorenson Center for the Arts is a project that encompasses approximately 5.5 acres of site development and two new buildings: the Southern Utah Museum of Art (SUMA) and the Utah Shakespeare Festival (USF) Facility. The SUMA is approximately 18,000 SF and the Shakespeare Festival approximately 86,000 SF. Construction cost is estimated at $27,722,000.

The Request for Proposals (RFP) documents (including selection requirements and the selection schedule and excluding specifications and plans) will be available at 5:00 PM on Tuesday, April 29, 2014 on the DFCM web page at http://dfcm.utah.gov. Contract Documents including Plans and Specifications will be available on the DFCM website at the time of the **Mandatory** Shortlisted Contractor's Meeting on Wednesday, May 28, 2014. For questions regarding this project, please contact Kurt Baxter, DFCM, at 801-209-8146. No others are to be contacted regarding this project.

The procurement shall be under the Value Based Selection RFP method. A **MANDATORY** Pre-Proposal Meeting and Site Visit will be held at 10:00 AM on Friday, May 9, 2014 in the Yankee Meadows Room, Hunter Conference Center, Southern Utah University, Cedar City, Utah. All prime contractors wishing to submit on this project must attend this meeting.

Cost proposals must be submitted by 12:00 Noon on Monday, June 23, 2014 to DFCM, Room 4110 State Office Building, Capitol Hill Complex, Salt Lake City, Utah 84114. Additional information, including a management plan and references, will be required as stated on the Project Schedule. Note: Submittals must be received in Room 4110 State Office Building by the specified times.

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

A Bid Bond in the amount of five percent (5%) of the proposal amount, made payable to the Division of Facilities Construction and Management on DFCM's bid bond form, shall accompany the cost proposal.

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
Room 4110 State Office Building
Capitol Hill Complex
Salt Lake City, Utah 84114

DESCRIPTION OF WORK

OVERVIEW - The Beverley Taylor Sorenson Center for the Arts is a project that encompasses approximately 5.5 acres of site development and two new buildings: the Southern Utah Museum of Art (SUMA) and the Utah Shakespeare Festival (USF) Facility. Located on Southern Utah University's campus in Cedar city, the project will create a comprehensive Center for visual and performing arts by engaging the existing Randall Jones Theatre with the new art museum and Shakespeare theatres.

SITE - The Project Site is at the southeast corner of 300 West and University Boulevard, the current home of the USF administrative and production spaces. The site development includes demolition of existing structures, excluding the Randall Jones Theatre and removal of 200 West Street. As such, existing overhead utilities will be buried and rerouted, and existing underground utilities will also be rerouted to accommodate and service the new building areas. Landscape improvements include new plantings, lighting and hardscape. Granite pavers and cast-in-place concrete create the walking surfaces and site walls serving to further unify the site. The site development also incorporates some exterior program spaces including a Greenshow area and Seminar Grove in support of the Shakespeare productions, as well as a sculpture bosque and plazas for Museum use. Collapsible soils throughout the site, and prevalent in the area, have led to the inclusion of a geopier system to stabilize the existing ground in order to support traditional concrete footing and foundation systems.

SOUTHERN UTAH MUSEUM OF ART (SUMA) - At app. 18,000 square feet of enclosed space, the SUMA is a single-story structure featuring a flexible gallery space, education classroom, administrative, art processing, and storage components. The building's roof hovers beyond the footprint to create a sheltered plaza extending the Gallery and allowing for receptions and public event space. The building's structural system includes concrete footings & foundation walls with structural steel columns, beams, joists and load-bearing walls. The exterior envelope consists of curtainwall and a high-performance concrete panel installed as an open-joint rainscreen system. A single-ply membrane comprises the roof enclosure.

UTAH SHAKESPEARE FESTIVAL (USF) - The new USF facility is approximately 86,000 gross square feet of floor area, some of which includes the new open-air, 900-seat Engelstad Shakespeare Theatre, replacing the current Adams Theatre. Other significant program spaces include the Rehearsal Hall, Studio Theatre, actor support spaces, administrative offices, and a large costume production area. The structural system for the USF facility is a mix of load-bearing CMU and steel columns & beams. Steel trusses and joists support the roof structure, which uses a single-ply membrane at the administrative wing and a synthetic slate material at the open-air theatre. The exterior envelope consists of curtainwall and a wood-veneered panel system installed as an open-joint rainscreen.

SUSTAINABILITY - Each building shall be constructed to achieve a LEED Silver certification as well as to conform to the State of Utah's High Performance Building criteria. LEED limit lines and the specific LEED requirements for each building have been identified on the Contract Documents.

Project Risk Factors

Escalating Construction Cost: Labor and materials have been increasing in cost for the past year. Locking in pricing early will be important.

Subcontractors: Finding qualified subcontractors that can meet the schedule and have experience in this type of project.

Neighboring Buildings: Stone pier columns and other subsurface structures will be installed as part of the project. Consideration for the operations and physical protection of neighboring buildings will be necessary.

Existing Utilities: Extensive efforts have been undertaken to coordinate this project with existing utilities; however, encountering into unknown conditions should be expected. In order to reduce the risks associated with these unknown conflicts, the contractor is expected to conduct pre-construction activities prior to commencing with site disturbance. These activities are outlined in the project documents.

PROCUREMENT PROCESS

1. Request for Proposal Documents

The Request for Proposal (RFP) documents consist of all of the documents listed in the Table of Contents and all said documents are incorporated in this RFP by reference.

2. Availability of Requests for Proposals

The full contract documents will be available on the DFCM website as stated on the Project Schedule.

3. Contact Information

Except as authorized by the DFCM Representative or as otherwise stated in the RFP or the pre-proposal 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, contractors 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. Contractors should be aware that selection committee members will be required to certify that they have not been contacted by any of the contractors in an attempt to influence the selection process.

4. Requests for Information

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

Kurt Baxter (DFCM Representative)
Division of Facilities Construction and Management
Room 4110 State Office Building
Capitol Hill Complex
Salt Lake City, Utah 84114
E-mail: kbaxter@utah.gov

5. Project Schedule

The Project Schedule lists the important events, dates, times and locations of meetings and submittals that must be met by the contractor.

6. Mandatory Pre-Proposal Meeting and Registration

A mandatory pre-proposal meeting will be held on the date and time and at the location listed on the Project Schedule. A representative from each interested prime contractor is required to attend. During the meeting, a presentation will be made to describe the overall scope of work and intended schedule.

Interested prime contractors may ask questions and request clarification about the project and the procurement process. Subcontractors and suppliers are invited to attend this meeting but it is not mandatory for them.

THE PRIME CONTRACTORS ABSENCE FROM THE PRE-PROPOSAL MEETING AND/OR FAILURE TO REGISTER PRECLUDES PARTICIPATION AS A PROPOSER ON THIS PROJECT.

7. Submittal Due Dates and Times

All required submittals must be delivered to, and be received by, the Division of Facilities Construction and Management 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 contractor 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.

8. Last Day to Submit Questions

All questions must be received at the office of DFCM no later than the time and date listed on the Project Schedule. Questions must be submitted in writing to Kurt Baxter at DFCM.

9. Addendum

All responses to questions and requests for clarification will be in writing and issued as addenda to the Request for Proposals. The addenda will be posted on DFCM's web site.

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 a contractor completes each DFCM project, DFCM, the architects/engineers and the using agency will evaluate the contractor. It is the intent of DFCM that this process will be the major source for evaluating past performance. Contractors 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 contractor 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 the 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. Cost Proposal

Before submitting a proposal, each contractor shall carefully examine the RFP; shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the proposal the cost of all items required by the RFP. If the contractor 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 contractor shall promptly notify the specified DFCM Representative and the necessary changes shall be accomplished by Addendum.

The proposal, bearing original signatures, must be typed or handwritten in ink on the Cost Proposal Form provided in the procurement documents and submitted in a sealed envelope at the location specified below prior to the deadline for submission of cost proposals indicated on the Project Schedule.

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.

A CASHIER'S CHECK CANNOT BE USED AS A SUBSTITUTE FOR A BID BOND.

Cost Proposals will be accepted at the office of DFCM, Room 4110 State Office Building, Capitol Hill Complex, Salt Lake City, UT 84114. Late proposals will be disqualified and returned to the proposer unopened. One copy of the cost proposal is required. The contractor shall bid the base bid price and the add alternates.

12. Compliance with Construction Budget

DFCM expects to receive cost proposals that are within the stated construction budget. While all contractors are generally encouraged to submit cost reduction proposals as appropriate, those who are not able to submit a cost proposal within the budget are particularly requested to submit cost reduction proposals to bring the cost within the budget. Contractors may, however, submit cost proposals that exceed the budget but they will be addressed in the manner explained below.

After the deadline for submitting cost proposals, DFCM staff will open proposals to identify those contractors whose cost proposals, less any potentially acceptable cost reduction proposals, are within the stated budget.

Cost proposals will be kept confidential and will not be disclosed to the selection committee until after the interviews and preliminary deliberations are completed. No information regarding a contractor's cost and cost reduction proposals will be disclosed to competing contractors prior to the completion of the selection process.

If no proposals are received from responsive and responsible contractors whose cost proposal, less any potentially acceptable cost reduction proposals, are within the stated budget for the contract, DFCM will determine which of the following actions to take:

A. DFCM may increase the stated budget for the contract and proceed with the selection process with only those contractors whose cost proposals, less any potentially acceptable cost reduction proposals, are within the revised budget for the contract. The determination of sources of additional funding and how much the budget will be increased is solely at the discretion of DFCM.

B. DFCM may reduce the scope or requirements of the contract. This will be evidenced in an addendum to the RFP which will also set a new deadline for submitting revised cost proposals and cost reduction proposals. Only qualified contractors who had previously submitted a cost proposal in accordance with the RFP may be considered in this extended procurement process.

C. DFCM may reject all proposals.

13. Cost Reduction Proposals

Any cost reduction proposals must be submitted in writing to DFCM by the deadline indicated in the Project Schedule. Cost reduction proposals may include value engineering or any modification of the original cost proposal, including but not limited to a simple reduction in price. The cost reduction proposals may be evaluated by DFCM, the Using Agency and the A/E to determine if they are potentially acceptable. The selection committee and/or the Director of DFCM, reserves the right to reject any cost

reduction proposal that is not reasonable or desirable for the Project. The selection committee will consider the reasonable and desirable cost reduction proposals in the evaluation of the cost criterion. DFCM reserves the right to use any value engineering information presented in a cost reduction proposal for the Project, and use the concept for the benefit of the Project.

14. Listing of Subcontractors

Listing of Subcontractors shall be as required by the Request for Proposals and as summarized in the "Instructions and Subcontractor's List Form", which are included as part of this RFP. The Subcontractors List shall be e-mailed to dfcmcontracts@utah.gov on the date and time stated in the Project Schedule and will be included in the Contract. Requirements for listing additional subcontractors are as follows: **NO ADDITIONAL REQUIREMENTS**

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.

15. Time

One of the selection criteria will be proposed contract time. The contractor will include in the management plan the schedule for completing the work including any items required by DFCM or the A/E. A completion date prior to December 28, 2015 is mandatory.

The actual notice to proceed will be based on how quickly the contractor returns the contract and the required bonds as well as the resolution of any issues that may arise in the procurement process. The contractor shall allow sufficient time in their schedule to accommodate receipt and signing of contract and bonds.

All plans, schedules, and the cost proposals are required to reflect the project 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.

Of particular interest and concern are the management team and the ability of the prime contractors to deliver the project within the construction time. Contractors will need to demonstrate the method of delivery and the competency of the individuals who will manage its successful completion.

16. Management Plan and Statement of Qualifications

The Management Plan should contain the following information:

The management plan should contain information on how the construction will be managed including items such as security and safety controls, staging areas, delivery routes, crane locations and interfaces required at the site with the using agency. It should contain an organization chart of key project personnel and also address how critical subcontractors were selected and will be managed.

Address project specific criteria, risks that have been identified by the RFP and additional risks that the team has identified. State how those risks will be mitigated.

As part of the management plan include your proposed project schedule. Indicate critical dates and other information in sufficient detail for the selection committee to determine if the time frames are reasonable.

The management plan should be concise yet contain sufficient information for evaluation by the selection committee.

Statement of Qualifications should contain the following information:

The statement of qualifications is a short document that indicates the experience and qualifications of the firm, the project manager and the site superintendent. It should include information on similar projects that have been completed by the firm, project manager and site superintendent. Include the experience and special qualifications that the project manager and site superintendent have that are applicable to this project and/or are part of the project specific selection criteria.

17. Instructions for the Management Plan and Statement of Qualification Submittal

The submittal for management plan and statement of qualifications shall be combined into one document and shall be limited to 50 pages maximum. Six hard copies and two CDs are required. The submittal shall be constructed as follows:

- COVER PAGE: Should include the project name and project number as well as the prime firm's name. The cover page may have a picture on it with a brief description of the picture.
- TAB ONE: Letter of Introduction – including point of contact information, name, email address, phone number and address.
- TAB TWO: Organizational Chart – including Team Resumes' and Project Roles
- TAB THREE: Management Plan – be project specific
- TAB FOUR: Project Schedule – 11 X 17 pages may be utilized
- TAB FIVE: Statement of Qualifications – be project specific - identify team member roles
- TAB SIX: Project Risk

18. Termination or Debarment Certifications

The contractor 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. The contractor must also certify that neither it nor its principals have been terminated during the performance of a contract or withdrew from a contract to avoid termination. If the contractor cannot certify these two statements the firm shall submit a written explanation of the circumstances for review by DFCM. Firms are to submit these certifications with their Statement of Qualifications.

19. Selection Committee

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

20. Interviews.

Interviews will be conducted with all responsive and responsible contractors except as follows. If more than five contractors submit proposals and meet other requirements, DFCM may convene the selection committee to develop a short list of contractors to be invited to interviews. This evaluation will be made using the selection criteria noted below except that cost will not be considered. 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 contractor to present its qualifications, past performance, management plan, schedule and general plan for constructing the project. It will also provide an opportunity for the selection committee to seek clarification of the contractor's proposal.

The proposed primary project management personnel, including the project manager and superintendent, should be in attendance. The project manager is the contractor's representative who will be in daily control of the construction site. 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 subcontractors is at the discretion of the contractor.

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

21. Selection Criteria for VBS Construction

The following criteria will be used in ranking each of the construction firms. The firm that is ranked the highest will 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. Cost. **20 Points.** The contractor's proposal, inclusive of accepted alternates and cost reduction proposals will be scored in accordance with the following formula:

The lowest cost proposal will be awarded full points.
Proposals within 1% of the lowest cost proposal will receive 95% of the points.
Proposals within 2% of the lowest cost proposal will receive 90% of the points.
Proposals within 3% of the lowest cost proposal will receive 85% of the points
Proposals within 4% of the lowest cost proposal will receive 80% of the points
Proposals within 5% of the lowest cost proposal will receive 70% of the points
Proposals within 6% of the lowest cost proposal will receive 60% of the points
Proposals within 7% of the lowest cost proposal will receive 50% of the points
Proposals within 8% of the lowest cost proposal will receive 40% of the points
Proposals within 9% of the lowest cost proposal will receive 30% of the points
Proposals within 10% of the lowest cost proposal will receive 20% of the points
Proposals within 11% of the lowest cost proposal will receive 10% of the points
Proposals over 11% of the lowest cost proposal will not receive points

B. Schedule. **20 Points.** The contractor's schedule will be evaluated as to how well it meets the objectives of the project. Unless other objectives are stated, the shorter the construction duration that is evaluated to be feasible while maintaining safety and quality in conformance with the construction documents is preferred. The contractor shall discuss during the interview the project schedule, identifying major work items with start and stop dates that are realistic and critical subcontractors and if they have reviewed and agree to the schedule.

C. DFCM Past Performance Rating. **15 Points.** Each construction firm will be given a past performance rating. The rating will be based first on how well the firm 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 contractor at the time the proposals are submitted.

D. Strength of Contractor's Team. **25 Points.** Based on the statements of qualifications, the interview, and management plan, the selection team shall evaluate the expertise and experience of the construction firm the project manager and the superintendent as it relates to this project in size, complexity, quality and duration. Consideration will also be given to the portions of the project that the contractor will self perform and the strength brought to the team by critical subcontractors including how they were selected and the success the contractor has had in working with them.

E. Project Management Approach. **20 Points.** Based on the information provided in the management plan and information presented in the interview the selection team shall evaluate how each team has planned the project and determined how to construct the project in the location and in the time frames presented. The firm should present how they plan to move material and people into and out of the site. Keep the site safe; minimize

disruption to the facility etc. The construction firm shall also discuss what portions of the project they plan to self-perform. The selection team will also evaluate the degree to which risks to the success of the project have been identified and a reasonable solution has been presented. This may include cost reduction ideas or proposals.

Total Points Possible: 100 Points

22. Award of Contract

The selection of the prime contractor 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.

23. 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 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. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.

24. Interpretation of Drawings and Specifications

If any person or entity contemplating submitting a proposal is in doubt as to the meaning of any part of the drawings, specifications or other contract documents, such person shall submit to the specified DFCM representative 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. Neither 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.

25. 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.

26. 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.

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

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

28. 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.

29. Withdrawal of Proposals

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

30. Time is of the Essence

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

31. Right to Reject Proposals

DFCM reserves the right to reject any or all proposals.

PROJECT SCHEDULE

PROJECT NAME: **BEVERLEY TAYLOR SORENSON CENTER FOR THE ARTS**
SOUTHERN UTAH UNIVERSITY – CEDAR CITY, UTAH
DFCM PROJECT NO. 12218730

Event	Day	Date	Time	Place
Request for Proposals (excluding Plans and Specifications) Available	Tuesday	April 29, 2014	5:00 PM	DFCM web site *
Mandatory Pre-Proposal Site Meeting	Friday	May 9, 2014	10:00 AM	Yankee Meadows Room Hunter Conference Center Southern Utah University Cedar City, UT
Last Day to Submit Questions prior to submittal of Statements of Qualifications	Monday	May 12, 2014	5:00 PM	Kurt Baxter - DFCM E- mail: kbaxter@utah.gov
Addendum Deadline	Wednesday	May 14, 2014	4:00 PM	DFCM web site *
Prime Contractors turn in References, Statements of Qualifications, Management Plans (including Schedule), and Termination/ Debarment Certifications	Monday	May 19, 2014	2:00 PM	DFCM Room 4110 State Office Bldg Capitol Hill Complex SLC, UT
Short Listing by Selection Committee (if necessary)	Friday	May 23, 2014	4:00 PM	DFCM web site *
Mandatory Meeting for Shortlisted Contractors. Contract Documents (including Specifications and Plans) available on DFCM web site *	Wednesday	May 28, 2014	9:00 AM	DFCM Room 4110 State Office Bldg Capitol Hill Complex SLC, UT
Last Date to Submit Questions for Final Addendum	Monday	June 16, 2014	5:00 PM	Kurt Baxter - DFCM E- mail: kbaxter@utah.gov
Final Addendum Deadline (exception for bid delays)	Friday	June 20, 2014	4:00 PM	DFCM web site *
Prime Contractors Turn In Cost Proposals and Cost Reduction Proposals	Monday	June 23, 2014	12:00 NOON	DFCM Room 4110 State Office Bldg Capitol Hill Complex SLC, UT
Subcontractor List Due	Tuesday	June 24, 2014	12:00 NOON	E-mail dfcmcontracts@utah.gov
Interviews	Tuesday	June 24, 2014	TBA	Sage Valley Room Hunter Conference Center Southern Utah University Cedar City, UT
Announcement	Wednesday	June 25, 2014	5:00 PM	DFCM web site *
Substantial Completion Date	Monday	December 28, 2015		

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

COST PROPOSAL FORM

NAME OF PROPOSER _____ DATE _____

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

The undersigned, responsive to the "Notice to Contractors" and in accordance with the "Request for Proposals" for the **BEVERLEY TAYLOR SORENSON CENTER FOR THE ARTS – SOUTHERN UTAH UNIVERSITY – CEDAR CITY, UTAH - DFCM PROJECT NO. 12218730** and having examined the Contract Documents and the site of the proposed Work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this bid is a part:

I/We acknowledge receipt of the following Addenda: _____

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

_____DOLLARS ($_____)
(In case of discrepancy, written amount shall govern)

ADDITIVE ALTERNATE NO. 1: For all the work Shown on the Drawings and described in the Specifications and Contract Documents to provide completion of studio theatre, I/we agree to perform for the sum of:

_____DOLLARS ($_____)
(In case of discrepancy, written amount shall govern)

ADDITIVE ALTERNATE NO. 2: For all the work Shown on the Drawings and described in the Specifications and Contract Documents to provide additional theatrical equipment, I/we agree to perform for the sum of:

_____DOLLARS ($_____)
(In case of discrepancy, written amount shall govern)

ADDITIVE ALTERNATE NO. 3: For all the work Shown on the Drawings and described in the Specifications and Contract Documents to provide a retractable roof over the Shakespeare theatre, I/we agree to perform for the sum of:

_____DOLLARS ($_____)
(In case of discrepancy, written amount shall govern)

ADDITIVE ALTERNATE NO. 4: For all the work Shown on the Drawings and described in the Specifications and Contract Documents to provide landscape pavers, I/we agree to perform for the sum of:

_____DOLLARS ($_____)
(In case of discrepancy, written amount shall govern)

For internal accounting purposes only, we are requesting that the cost of the Southern Utah Museum of Art (SUMA) and the Shakespeare Buildings be provided separately as follows. Cost will be scored based on the total bid amount.

The cost of the SUMA Building Portion of the Work: $_____

The cost of the Shakespeare Festival Theatre Portion of the Work $_____

I/We guarantee that the Work will be Substantially Complete by **December 28, 2015**, should I/we be the successful proposer, and agree to pay liquidated damages in the amount of **$1,000** 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 l00% 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 Proposer

_____
Authorized Signature

ADDRESS:

_____

_____

BID 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 _____, 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: _____

_____
NOTARY PUBLIC

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

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

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

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
DFCMCONTRACTS@UTAH.GOV

PROJECT TITLE: _____

Caution: You must read and comply fully with instructions.

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #

We certify that:

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

FIRM: _____

DATE: _____ SIGNED BY: _____

NOTICE: FAILURE TO SUBMIT THIS FORM, PROPERLY COMPLETED AND SIGNED, AS REQUIRED IN THESE CONTRACT DOCUMENTS, SHALL BE GROUNDS FOR 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.

DFCM Project No. _____
DFCM Contract No. _____

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 all Supplemental General Conditions ("also referred to as General Conditions") on file at the office of DFCM and available on the DFCM website (http://dfcm.utah.gov/StdDocs/index.html), 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%

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

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

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

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

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

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

Contractor 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contractor's Agreement on the day and year stated hereinabove.

CONTRACTOR: _____

_____
Signature Date

Title: _____

_____
Please type/print name clearly

State of _____)
)
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 by me duly sworn (or affirmed), did say that he (she) is the _____ (title or office) of the firm and that said document was signed by him (her) in behalf of said firm.

_____
Notary Public

(SEAL)

My Commission Expires _____

APPROVED AS TO AVAILABILITY OF FUNDS:

* /S/ David D. Williams, Jr.
David D. Williams, Jr.
CBA Financial Director

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

* /S/ DFCM
DFCM

APPROVED AS TO FORM:
ATTORNEY GENERAL
January 2, 2013
By: Alan S. Bachman
Assistant Attorney General

APPROVED FOR EXPENDITURE:

* /S/ Division of Finance
Division of Finance

*Electronic signatures are effective when the AIM Status History page is attached to this agreement following this signature page. The AIM Status History page identifies the State signatures.

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: _____ (Seal)

Attorney-in-Fact

STATE OF _____)
) ss.
COUNTY OF _____)

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

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

My commission expires: _____

Resides at: _____

_____

NOTARY PUBLIC

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

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

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

STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT:_____PROJECT NO.:_____COUNTY:_____

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.

DFCM 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).

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

_____

_____

_____

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

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

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

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

_____

Contractor (include name of Firm) and PRINTED NAME Email Date

_____

A/E (include name of Firm) and PRINTED NAME Email Date

_____

Agency and PRINTED NAME Email Date

_____

DFCM and PRINTED NAME Email Date