



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

Request for Consultant Services (RFC)

July 15, 2010

FY 2011 CODE INSPECTION SERVICES FOR STATEWIDE CONSTRUCTION PROJECTS

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Exhibit A - FY 2011 Capital Improvement Funding List
Exhibit B - Standard Fee Schedule

Current copies of the following documents are hereby made part of these contract documents by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov/StdDocs/index.html> "Standard Documents" – "Reference Documents I" – "Item 7. Supplemental General Conditions" or are available upon request from DFCM:

DFCM Supplemental General Conditions dated July 1, 2010
DFCM Supplemental General Conditions revised May 11, 2010
DFCM Supplemental General Conditions dated July 1, 2009
DFCM Supplemental General Conditions dated July 15, 2008
DFCM General Conditions dated May 25, 2005

NOTICE TO INSPECTION FIRMS

The State of Utah - Division of Facilities Construction and Management (DFCM) is soliciting the services of qualified firms/teams to perform **Code Inspection Services** for the following project:

CODE INSPECTION SERVICES FOR STATEWIDE CONSTRUCTION PROJECTS IDENTIFIED IN EXHIBIT "A" ATTACHED HERETO.

Description: DFCM will pre-qualify firms to conduct code inspection services for construction projects throughout the state. In order to pre-qualify, inspection firms must demonstrate that they have the necessary skills, training, certifications, satisfactory performance ratings/references, and management approach to ensure that code inspections will be performed accurately and timely. In addition, pre-qualified inspection firms will be required to contract with and manage "Special Inspection and Testing Firms" to conduct special inspections required by code.

The RFC documents, including the submittal requirements and the selection criteria and schedule, will be available beginning at 4:00 PM on Thursday, July 15, 2010 from DFCM at the State Office Building - Room 4110, Salt Lake City, Utah 84114 and on the DFCM web site at <http://dfcm.utah.gov>. For questions regarding this request, please contact Denise Austin, DFCM, at 801-538-3708.

A **MANDATORY** pre-submittal/registration meeting will be held at 10:00 AM on Monday, July 26, 2010 at DFCM, 4114 State Office Building, Salt Lake City, Utah. **All Code and Special Inspection Firms wishing to submit or register for this project must attend this meeting, including firms previously pre-qualified by DFCM.**

Submittal dates for the required references, statements of qualifications, and interviews will be based on the project schedule included in the RFC.

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

PROJECT DESCRIPTION

DFCM will pre-qualify firms to conduct code inspection services for DFCM construction projects throughout the state.

The effective period noted below. DFCM may re-open this RFC at any time during the year to pre-qualify additional firms. Firms that wish to be added to DFCM's list of pre-qualified code inspection firms must contact DFCM and comply with all pre-qualification selection requirements contained in this request.

This pre-qualification will remain in effect from August 15, 2010 through July 31, 2011.

PROCUREMENT PROCESS

1. Request for Consultant Documents

The RFC documents consist of all of the documents listed in the Table of Contents and all said documents are incorporated in this document by reference.

2. Contact Information

Except as authorized by the DFCM Representative or as otherwise stated in the request or the pre-submittal meeting, communication during the selection process shall be directed solely to Denise Austin. In order to maintain the fair and equitable treatment of everyone and comply with the Utah Procurement Code, inspection firms shall not unduly contact or offer gifts or gratuities to DFCM employees, 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 request, as the project is developed, and extends through the award of an agreement. Failure to comply with this requirement may result in a disqualification in the selection process. Inspection firms should be aware that selection committee members will be required to certify that they have not been contacted by any of the inspection firms 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:

Denise Austin
Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114
E-mail: daustin@utah.gov
Phone: 801-538-3708
Facsimile: 801-538-3267

4. Procurement Schedule.

The procurement schedule lists the important events, dates, times, and locations of meetings and submittals that must be met by the inspection firm.

5. Mandatory Pre-Submittal/Registration Meeting

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

A representative from each code and special inspection 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.

Failure to attend the Mandatory Pre-Submittal/Registration Meeting and failure to register at the meeting will result in the disqualification of a firm from submitting on this RFC.

THE PRIME FIRMS' ABSENCE FROM THE PRE-SUBMITTAL/REGISTRATION MEETING AND/OR FAILURE TO REGISTER PRECLUDES PARTICIPATION AS A SUBMITTING FIRM ON PROJECTS LISTED IN THIS DOCUMENT.

6. Submittal Due Dates and Times

All required submittals must be delivered to, and be received by, the Division of Facilities Construction and Management previous to the date and time indicated in the Procurement Schedule. Submittals received after the specified time will not be accepted. Please allow adequate time for delivery. If using a courier service, the submitting firm 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.

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 Procurement Schedule. Questions must be delivered in writing to Denise Austin at DFCM by the stated deadline in the Procurement Schedule.

8. Addendum

All clarifications will be in writing and issued as addenda to the RFC. Addenda will be posted on DFCM's web site at <http://dfcm.utah.gov>. Firms are responsible for obtaining information contained in the addendum from the web site. Any addenda issued prior to the submittal deadline shall become part of the request and any information required must be included in the firm's submittal.

9. Past Performance and References for Pre-Qualification

Inspection firms shall submit past performance and reference information by the time indicated on the project schedule.

For all DFCM inspection services (projects) commenced or completed in the last year identify the project by name, number and DFCM project manager. Each inspection firm wishing to compete for this project that has not completed at least three DFCM programming/master planning projects in the last year, will be required to provide one copy of a list of references on additional similar projects for a total of five projects.

For non-DFCM programming/master planning projects commenced or completed in the last year (dates July 1, 2009 - June 30, 2010) provide the following information:

Point of Contact:	Person who will be able to answer any customer satisfaction questions and phone number.
User Name:	Name of Company that purchased the Inspection services.
Address:	Street, city and state where the work was performed.
Type:	Type of the project (i.e.: School, Offices, Warehouse, etc)

10. Statements of Qualifications for Pre-Qualification

The submitting firm shall provide three copies of the statements of qualifications by the time indicated on the Procurement Schedule. The statement of qualifications is a short document that details the professional licenses, certifications, experience and qualifications of the firm and the firm's key personnel. It identifies the lead contact person and other critical members of the team. It describes what talents the team brings to the code inspection process and how their knowledge and experience will benefit the process. It should include information (history) of code inspections performed by the firm and the team members. Include special qualifications or certifications that are applicable, and a current certificate of liability insurance.

11. Selection Committee

The selection committee will be composed of individuals from DFCM.

12. Termination or Debarment Certifications

By signing the response to this request for a proposal the firm is certifying 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 firm also certifies 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. Firms are to submit these certifications with their statement of qualifications.

13. Selection Criteria

The following criteria and weighting will be used in evaluating each firm. The selection committee will consider the following criteria in performing a comprehensive evaluation of each firm. Each firm will be scored by each selection committee member in the categories listed below.

- A. DFCM Performance Rating.** The committee will evaluate and score each firm’s past performance rating in accordance with the information outlined in Section 9 above. The committee will evaluate each firm’s DFCM performance rating and/or references as well as additional information pertaining to the firm’s performance ratings/references presented during the interview, (an interview if deemed necessary). **Possible Points: 50**

- B. Statement of Qualifications – Strength of Team.** The committee will evaluate each firm’s statement of qualifications as well as additional information pertaining to the firm’s qualification presented. The committee will evaluate and score each firm’s qualifications in accordance with the information outlined in Section 9 and 10 above. **Possible Points: 50**

TOTAL POINTS = 100 POINTS

14. Pre-Qualification

Firms achieving a **total score of 85 or greater** by the selection committee will be added to DFCM’s list of pre-qualified code inspection firms and will be assigned projects for code inspection services.

Pre-qualified inspection firms may remain on DFCM’s list of pre-qualified code inspection firms provided: (a) they maintain a performance rating of 3.0 or greater on each DFCM project; (b) they have not been suspended for poor performance or failure to comply with requirements of their contract; or (c) the firm has not undergone a significant reorganization involving the loss of key personnel or license and certification requirements to a degree such that the firm no longer meets the pre-qualification requirements outlined in this document. DFCM reserves the right to pre-qualify additional firms to conduct code inspections for additional projects that may arise that are not included in Exhibit “A”.

Notwithstanding any other provision herein, DFCM reserves the right to disqualify any inspection firm that is not responsible and/or non-responsive. This includes, but is not limited to, the right of DFCM to disqualify an inspection firm for not having the requisite licenses or certifications for the services as required by law. DFCM also reserves the right to reject all inspection firms submitting on this RFC.

This pre-qualification will remain in effect from August 1, 2010 through July 31, 2011.

15. Awarding of Projects

Pre-qualified firms will be assigned projects by DFCM as follows:

A. Projects \$100,000.00 or over:

Projects where the fee is expected to be \$100,000.00 or over will be selected by inviting Pre-qualified Code Inspection Firms to submit a Project Management Plan and Statement of Qualifications (five copies each).

(1) Management Plan

The management plan should describe the firm's management approach and should include: (a) the process used for selecting and managing sub-consultants such as special inspection firms; (b) a description of how the firm/team will be organized and detailing the firm's ability and plan to conduct code inspections for the project; (c) the method used to develop a schedule to ensure that code inspections are completed; (d) the firm's understanding of DFCM's code inspection requirements and standards; and (e) any other information that will assist the selection committee in evaluating the firm's management approach. Include an organization chart of key personnel and a description of their duties. The management plan should indicate the travel distance and time for each inspector to the project site. The management approach document should be concise (**limit 2 pages**) yet contain sufficient information for evaluation by the selection committee. The organization chart is a separate document and is not counted as one of the two pages.

(2) Statements of Qualifications

The statement of qualifications is a short document that details the professional licenses, certifications, experience and qualifications of the firm and the firm's key personnel. It identifies the lead contact person and other critical members of the team. It describes what talents the team brings to the code inspection process and how their knowledge and experience will benefit the process. It

should include information (history) of code inspections performed by the firm and the team members. Include special qualifications or certifications that are applicable.

(3) Selection Criteria

The following criteria and weighting will be used in evaluating each firm. The selection committee will consider all criteria in performing a comprehensive evaluation of each firm. Each firm will be scored by each selection committee member in the categories listed below.

- (a) DFCM Performance Rating. The committee will evaluate and score each firm's past performance rating in accordance with the information outlined in above. **Possible Points: 15**
- (b) Statement of Qualifications – Strength of Team. The committee will evaluate each firm's statement of qualifications as well as additional information pertaining to the firm's qualification. **Possible Points: 35**
- (c) Project Management Plan/Approach. The committee will evaluate and score each firm's project management plan in accordance with the information outlined above. **Possible Points: 25**
- (d) Inspection Team's Distance to Project Site. **Possible Points: 15**
- (e) Experience – Project Specific. **Possible Points: 10**

TOTAL POINTS = 100 POINTS

B. Projects under \$100,000.00:

Projects where the fee is expected to be under \$100,000.00 will be selected by assignment of a firm by the DFCM staff with preference being given to the closest firm to the project site. The DFCM small purchase administrative rules apply to these firms. The purchase order shall require compliance with all the provisions that apply to firms that sign the Professional Services Agreement.

16. Fee Negotiation and Fee Schedule

Following the selection of a firm DFCM will seek an agreement and fee in accordance with the fee schedule in Exhibit “B” with the firm assigned to each project. If DFCM is unable to agree to a satisfactory contract with that firm, DFCM will assign another firm to the project that is willing to sign the DFCM standard agreement and agree to the fee in Exhibit “B”.

For projects with an estimated fee under \$5,000, DFCM will pay inspection firms as outlined in the fee schedule (See Exhibit “B”) through a purchase order.

17. Form of Agreement

At the conclusion of negotiations, the selected inspection firm will be required to enter into an agreement using the attached Professional Services Agreement for Inspection and Testing Services, except for projects with an estimated fee under \$5,000 which shall be paid through a purchase order as noted above.

18. Licensure

The inspection firm shall comply with and require its inspectors and special inspection firms to comply with the license laws of the State of Utah and ensure that all required certifications are current and up-to-date. All such licenses and certifications must be fully in place at the time of submission of statement of qualifications.



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES
Division of Facilities Construction and Management

DFCM

PROCUREMENT SCHEDULE

PROJECT NAME: FY 2011 CODE INSPECTION SERVICES FOR STATEWIDE CONSTRUCTION PROJECTS				
Event	Day	Date	Time	Place
Request for Consultant Services Available	Thursday	July 15, 2010	4:00 PM	DFCM 4110 State Office Bldg, SLC, UT and DFCM web site*
Mandatory Pre-submittal / Registration Meeting	Monday	July 26, 2010	10:00 AM	DFCM 4114 State Office Bldg, SLC, UT
Last Day to Submit Questions	Tuesday	July 27, 2010	4:00 PM	Denise Austin – DFCM E-mail daustin@utah.gov Fax 801-538-3267
Addendum Deadline	Thursday	July 29, 2010	2:00 PM	DFCM web site *
References, Statements of Qualifications, Management Plan, and Termination/ Debarment Certifications	Monday	August 2, 2010	12:00 NOON	DFCM 4110 State Office Bldg, SLC, UT 84114
Pre-Qualification Announcement	Thursday	August 5, 2010	4:00 PM	DFCM web site*

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

DIVISION OF FACILITIES CONSTRUCTION & MANAGEMENT
PROFESSIONAL SERVICES AGREEMENT
Inspection and Testing Services

THIS AGREEMENT, made this ____th day of _____, 20__, by and between the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter called the "DFCM", and _____, a corporation of the State of Utah, whose address is _____, Utah 84____ hereinafter called the "Consultant."

WITNESSETH: That whereas, the DFCM intends to have services performed by Consultant as follows:

_____ - **INSPECTION AND TESTING SERVICES**

_____, UTAH

WITNESSETH, WHEREAS the DFCM intends to have Consultant fully complete the objectives of this Agreement, and

WHEREAS, the Consultant, for the sum herein stated, agrees to perform the Scope of Work hereinafter specified,

THEREFORE, the DFCM and the Consultant, for the consideration hereinafter provided, agree as follows:

ARTICLE 1. SCOPE OF WORK. The scope of work shall include building, electrical, plumbing, and mechanical inspection services, special inspections and material tests as specified by the specific project and as stated in this Agreement and further specified in Exhibit "A," which is attached hereto and by this reference incorporated herein. This Agreement shall commence upon the written issuance of a Notice to Proceed by DFCM and shall remain in effect through the duration of the project and completion of the punch list.

ARTICLE 2. EXTENT OF AGREEMENT. This Agreement includes the provisions of the Request for Consultant Services under which the services covered by this Agreement were procured,

all exhibits or other documents that are attached to this Agreement or incorporated by reference, and the DFCM General Conditions and Supplemental General conditions which are current as of the date of this Agreement which are incorporated herein by this reference. In case of conflict, the following documents supersede each other in accordance with the following hierarchy: codes and applicable law, the body of this Agreement, attachments to this Agreement, and the following documents on file with DFCM and incorporated by reference as a part of this Agreement if fully set forth herein: the Request for Consultant Services, the DFCM Design Manual dated March 15, 2006, DFCM General Conditions dated May 25, 2005.

ARTICLE 3. COMPENSATION.

3.1 Not-to-Exceed Amount. The maximum amount payable for special inspections, material testing, and for all reimbursable expenses for this project is not to exceed _____
DOLLARS AND _____ (\$_____).

3.2 Payments. DFCM agrees to pay the Consultant from time to time as the work progresses, but not more than once each month after

the date of the notice to proceed, and only upon receipt of an invoice containing sufficient detail to justify the amount of payment requested. Payment shall be made within thirty (30) days of the DFCM's receipt of the Consultant's invoice except that this requirement shall not apply to any amount: (a) for which the Consultant's invoice does not provide sufficient detail to demonstrate payment is due; (b) where documentation or written reports are lacking in regard to the purported work; or (d) where payment is determined in DFCM's reasonable judgment to be withheld by the DFCM to cover any default or failure to perform by the Consultant. To the extent that the amount due DFCM for any such default or failure to perform exceeds any amount that would otherwise be due the Consultant, the Consultant shall be liable for such excess to the DFCM. The DFCM may seek enforcement of such obligation by legal action, and if such is necessary, shall recover the related costs and attorney fees. Notwithstanding the above, the DFCM agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. The DFCM shall provide written notice to the Consultant of any adjustment to or rejection of Consultant's invoice.

3.3 Interest. Except as otherwise provided by law, if any payment is late based upon the provisions of this Agreement, the Consultant shall be paid interest in an amount equal to the published Wall Street Journal prime rate plus 2%. The published Wall Street Journal Prime Rate shall be determined using such rate that is published closest to the 1st of the month for each month of the late period. The amount of payment of interest shall be apportioned using such rate(s) for the late period.

3.4 Acceptance of Payments. The acceptance by the Consultant of a payment without a written protest filed with DFCM within 3 calendar days of receipt of such payment, shall release the DFCM from all claims and all liability to the Consultant for fees and costs of the performance of the services associated with the services related to such payment pursuant to this Agreement.

3.5 Determination of Costs. DFCM is relying on the expertise of Consultant in preparing the refined scope of work in order to assure that the inspection activities are defined and performed at a level necessary to fulfill all safety and contract

documents compliance issues. Both parties shall cooperate in good faith to sequence inspections in order to reduce costs while assuring proper performance. Payments shall be determined as follows:

3.5.1 Fees for material testing and special inspection expenses shall be calculated by multiplying the reasonable number of hours and the type of tests performed by the applicable rates in Exhibit A. Inspections must be requested in advance by the Contractor's superintendent to DFCM's Building Official (hereinafter "Building Official"). The Building Official shall authorize the inspection request and schedule the inspection and trip with the Consultant.

3.5.2 The fee for trips shall be calculated by the reasonable number of trips multiplied by the trip expense for the project identified in Exhibit A. Trip expense shall include time and transportation to and from the job site.

3.5.3 The Consultant's fee may include reimbursement for lodging and meals which are related to requested inspections that are not within 100 miles of travel from inspector's home or office or require overnight stay. Said compensation for Consultant will be at the then current State of Utah rate for lodging and meals used for State employee reimbursement or a higher amount if approved by the Building Official due to unusual circumstances. These expenses are included in the guaranteed maximum price amount.

ARTICLE 4. CHANGES IN WORK.

4.1 Agreement Modifications. Any changes in the scope of the services to be performed under this Agreement shall be in the form of a written modification to this Agreement, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments resulting therefrom, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services. Said modification must be signed by both DFCM and Consultant **IN ADVANCE** of the Consultant performing the work that is the subject of the change. It shall be the responsibility of the Consultant to notify the DFCM of any work it may contend is beyond the scope of this Agreement in advance of the performance of such work.

4.2 Scope of Work Change.

Consultant shall immediately notify DFCM of substantial changes in building plans, specifications, Contractor’s schedule or planned scope of work that may affect the guaranteed maximum price amount. Change of the guaranteed maximum price amount caused by substantial changes must be negotiated and agreed to in writing in advance by DFCM and Consultant as a modification to this Agreement. No adjustment in the not-to-exceed contract amount shall be paid if Consultant fails to notify DFCM of substantial changes when the change occurs.

ARTICLE 5. CONSULTANT’S DUTIES.

5.1 Responsibilities, In General.

5.1.1 Discipline and

Competence. The Consultant shall coordinate and properly manage consistent with the standard of care under this Agreement, all of the Consultant, Consultant's employees, Subconsultants, agents, representatives and all others for whom the Consultant is liable for at any tier. (Hereinafter referred to collectively as the “Consultant’s Team.”). The Consultant shall not permit any member of the Consultant’s Team to be unfit persons or persons not skilled and licensed in tasks assigned to them. All members of the Consultant’s Team shall be properly licensed by the State of Utah for their assigned tasks. All members of the Consultant’s Team shall always conduct themselves in a professional and courteous manner. Methods of intimidation, anger, or other non-professional conduct will be grounds for termination of the offending person or the termination of this Agreement, as determined by the DFCM. All members of the Consultant’s Team shall perform their tasks in a manner that is consistent with customary practices in the State of Utah.

5.1.2 Standard of Care.

The services of Consultant and all members of the Consultant’s Team, if any, shall be performed in accordance with and judged solely by the standard of care exercised by members of their respective professions having substantial experience providing similar services on projects similar in type, magnitude and complexity to the Project that is the subject of this Agreement. The Consultant shall be liable to the DFCM or the State of Utah for claims, liabilities, additional burdens, penalties, damages or

third party claims (i.e. a Contractor claim against DFCM or the State of Utah), to the extent caused by any errors or omissions that do not meet this standard of care.

5.2 Special Inspections and Materials Tests.

5.2.1 Consultant’s duties include but are not limited to: site supervision, inspection coordination, test and inspection management, personnel management, reporting, conflict resolution and billing.

5.2.2 Consultant must receive prior written approval of the Building Official prior to hiring any Subconsultants for the Project. Consultant shall submit the qualifications of all special inspectors and material testing personnel to be used on the Project to the Building Official for approval. No member of the Consultant’s Team are permitted on Project site until they have been approved in writing by the Building Official.

5.2.3 Consultant shall coordinate the work to ensure that all DFCM requested special inspections and materials tests are completed in a timely and efficient manner.

5.2.4 Consultant shall ensure that special inspecting/testing personnel have access to relevant construction documents before beginning their work.

5.3 Time Frame For Services. The Consultant shall complete the scope of work in a manner to achieve any milestones identified in the Solicitation for Consultant Services or the attachments to this Agreement. The full scope of work shall be completed by [REDACTED]. Special inspections and materials testing shall be performed by the Consultant’s Team as scheduled by the Building Official. Consultant shall be responsible to DFCM for any damages related to delay in providing the services under this Agreement including delays caused to third parties where DFCM may be held liable where any of such delays are due to the act, error or omission of Consultant under this Agreement.

5.4 Use of “Sales Agents.” The Consultant warrants that no sales agent has been

employed or retained except as indicated in writing to DFCM.

5.5 Laws, Codes and Regulations.

Consultant and its Subconsultants shall use their best efforts consistent with the Standard of Care stated herein to comply with laws, codes, rules, regulations, ordinances and quality requirements applicable to the Project.

ARTICLE 6. BUILDING INSPECTION PROCEDURES

6.1 Special Inspections and Materials Tests.

6.1.1 The special inspections and material tests will be conducted according to the project's construction documents and specifications and according to standard material testing and inspection practices. Additional inspections/tests may be requested by the Building Official.

6.1.2 Contractor's superintendent will contact the Building Official to schedule special inspections and material tests. The Building Official will then contact the Consultant to schedule the special inspection and material testing. Consultant will then schedule the appropriate personnel to complete the inspections or tests. Consultant will inform personnel of type of inspection, time requested, and location of work. The Consultant shall respond to all inspection requests no later than 24 hrs after the request has been made by the Building Official, except that the following inspections must occur no later than the time of the actual work commencing performance by the Contractor: a scheduled concrete or grout pour or installation time of piers. If the Consultant cannot respond within the required time period, Consultant shall promptly find a qualified Subconsultant and notify the Building Official prior to the inspection.

6.1.3 Consultant shall provide an on site sign-in log for inspection/testing personnel. The log shall include the time the inspector arrived and left, the type of inspection or test, and the inspector's name. The inspection/testing personnel shall complete the log entries before leaving the site.

6.1.4 Consultant shall document all failed inspections and tests on monthly invoices and the expense associated with retesting.

ARTICLE 7. SUBCONSULTANTS

7.1 Required Approval. The Consultant shall obtain written approval in advance prior to contracting with or hiring any Subconsultant. The Consultant shall provide evidence to the Building Official that the need to engage a Subconsultant is necessary to comply with the terms of this contract. The Building Official may give written approval if the Building Official determines that the obtaining of such Subconsultant is in the best interest of the State of Utah.

7.2 Subconsultant Relations.

7.2.1 By appropriate enforceable agreement, the Consultant shall require each Subconsultant to be bound to the Consultant by the terms of this Agreement, and to assume toward the Consultant all the obligations and responsibilities which the Consultant, by this Agreement, assumes towards the DFCM.

7.2.2 Each Subconsultant agreement shall preserve and protect the rights of the DFCM and Consultant under this Agreement with respect to the work to be performed by the Subconsultant so that subcontracting thereof will not prejudice such rights, and shall allow to the Subconsultant, unless specifically provided otherwise in the Subconsultant agreement, the benefit of all rights and remedies against the Consultant that the Consultant, by this Agreement, has against the DFCM.

7.3 Payment to Subconsultants. The Consultant shall promptly pay each Subconsultant, upon receipt of payment from DFCM, out of the amount paid to the Consultant on account of such Subconsultant's portion of the work, the amount to which said Subconsultant is entitled. The Consultant shall, by appropriate Agreement with each Subconsultant, require each Subconsultant to make payment to its Subconsultant in a similar manner.

ARTICLE 8. COMMUNICATION AND DOCUMENTATION

8.1 Communications. Consultant shall promptly communicate about all matters relating to the scope of work under this Agreement to the Building Official. Consultant may communicate directly with the Contractor about any Stop Work Order or other matters after receiving approval to do so from the Building Official. If the Consultant observes any emergency situation that warrants immediate communication with the Contractor prior to communication with the Building Official, in order to protect the life or safety of persons or damage to the work, then the Consultant shall so communicate with the Contractor immediately and subsequently notify the Building Official of the contents of the communication. Any communication with the Contractor must be part of the inspector's report prepared at the site. Consultant shall not be entitled to rely upon any representation, statement or conduct of any person or entity, except as provided in this Agreement.

8.2 Documentation In General. Consultant shall prepare written reports to document the results of all inspections and tests and any discussions thereof with the Contractor. Consultant shall also take photographs and other means of documentation as may be appropriate. Consultant shall be prepared to take photographs of any inspection where such photograph assists in the understanding of the condition of the site or facility being inspected.

8.3 Inspection Reports. Consultant shall make a written report of each inspection indicating whether there is compliance with the project drawings and specifications, project specific criteria, and applicable codes. This report must be completed before leaving the project site. A copy of the inspection report listing necessary corrections shall be left with the Contractor's superintendent. Consultant shall make note of all retests and associated expenses on the monthly invoice. Consultant shall provide a copy of all reports to the Building Official, DFCM's Representative, and the A/E (Architect/ Engineer) within two (2) business days of the inspection or tests. This delivery is to be by electronic mail, or other means approved by the DFCM.

8.4 Monthly Reports. Consultant shall provide a printed monthly report to the Building Official, DFCM's Representative, and the A/E. In addition to the inspection reports, the monthly report shall include a list of testing and inspection issues that are not resolved as of the end of the month. It shall also include photographs as appropriate to document and explain the information contained in the report.

8.5 Immediate Notification of Unusual Problems. In addition, Consultant shall promptly notify the Building Official by telephone of any unusual problems discovered during the inspection. If the Building Official does not answer the telephone call, then a voice message shall be left for the Building Official.

8.6 Stop Work and Rejection of Materials. Except in the case of an emergency situation that warrants immediate action by the Consultant in order to protect the life or safety of persons or damage to the work, Consultant shall at no time stop work or reject materials such as concrete, grout, mortar, piles, and steel. Consultant shall immediately notify the Building Official of matters that pose life safety or property damage concerns and request direction from the Building Official on how to proceed. All other violations shall be documented in the Consultant's reports and submitted to the Contractor before leaving the site and sent to the Building Official as noted in section 8.3 of this agreement.

8.7 Final Report. Within 30 days of substantial completion of the project, Consultant shall provide to the Building Official an electronic copy of all inspection and testing documentation related to the project and a final report as required in chapter 17 of the IBC.

8.8 Copies to Agencies. Upon Request, Consultant shall provide a copy of the above reports to the Using Agency.

8.9 Modification to Report Requirements. Notwithstanding the provisions of Article 2, the requirements of this Article 8 may be modified through alternative provisions contained in the attachments to this Agreement.

ARTICLE 9. APPEAL OF CONSULTANT'S DECISIONS. Consultant shall cooperate with and participate in any appeal made pursuant to the DFCM's appeal process of Consultant's decisions. Consultant shall provide reports, documentation, and testimony as required. Consultant shall be compensated for its reasonable costs to respond to an appeal only if the Consultant's decision is upheld in the appeal.

ARTICLE 10. HAZARDOUS OR EMERGENCY SITUATIONS; STOP WORK ORDERS. If the Consultant encounters a hazardous or emergency situation that may affect the health or safety of any member of the Consultant's Team, the Consultant is authorized to refuse to perform the requested inspection and testing to the extent it is related to such hazardous or emergency situation. The Consultant shall immediately inform the Building Official of any action taken and provide a detailed analysis in the report prepared at the site. The Consultant shall provide a copy of this report to the Building Official as soon as reasonably possible but no later than 24 hours after the completion of any inspection. This delivery may be accomplished through electronic means.

ARTICLE 11. INSURANCE. To protect against liability, loss and/or expense in connection with the performance of services described under this agreement, the Consultant shall obtain and maintain in force during the entire period of this agreement without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah. Consultant shall require that the insurance requirements contained in this Article be met by each subcontracts to accomplish its responsibilities under this Agreement. The following are minimum coverage that may be supplemented by additional requirements contained in the Solicitation for Consultant Services or any other document used to procure Consultant's services.

11.1 Professional Liability Insurance.

The Consultant shall maintain, at its expense, Professional Liability Insurance, on a "claims made" basis, with an aggregate policy limit of not less than \$2,000,000 and not less than \$1,000,000 per occurrence. Any change in this insurance requirement shall be noted in an attachment to this

Agreement. Unless project specific insurance is required by the DFCM through a provision in the Solicitation for Consultant Services or an attachment to this Agreement, this coverage may be written under a practice policy with limits applicable to all projects undertaken by the Consultant but the coverage must be maintained in force for the discovery of claims for a period of three (3) years after the date final payment is made to the Consultant under this Agreement. The policy must contain a "retroactive" or "prior-acts" date which precedes the earlier of, the date of this Agreement or the commencement of the Consultant's services. The policy must also include contractual liability coverage applicable to the indemnity provision of this Agreement for those portions of the indemnity provisions that are insured under the Consultant's policy.

11.2 Worker's Compensation Insurance and Employers' Liability Insurance.

Worker's Compensation Insurance shall cover full liability under the Worker's Compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction. Employer's Liability Insurance shall provide the following limits of liability: \$100,000 for each accident; \$500,000 for Disease-Policy Limit; and \$100,000 for Disease-Each Employee.

11.3 Commercial General Liability Insurance.

Commercial General Liability Insurance shall be on an "occurrence basis" and shall include insurance for premises and operations, independent contractors, projects/completed operations, and contractual liability coverage with limits not less than listed below. The State of Utah shall be named as an insured party, as primary coverage and not contributing, and the policy shall be endorsed to include a waiver of subrogation in favor of the State of Utah.

\$1,000,000	General Aggregate
\$1,000,000	Products-Completed Operations Aggregate
\$500,000	Personal and Advertising Injury
\$500,000	Each Occurrence

11.4 Other Insurance Coverages.

Consultant shall maintain the following insurance at levels DFCM determines: Comprehensive Automobile Liability Insurance, Valuable Papers and Records Coverage and Electronic Data Processing (Data and Media) Coverage, and Aircraft

Use. Any minimum requirements for these insurance coverages will be identified in the Solicitation for Consultant Services or any other document used to procure Consultant's services. Any type of insurance or any increase of limits of liability not described in this agreement which the Consultant requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility and at its own expense.

11.5 Not Relieve Responsibility. The carrying of insurance required by this agreement shall not be interpreted as relieving the Consultant of any other responsibility or liability under this agreement or any applicable law, statute, rule, regulation or order.

ARTICLE 12. TERMINATION

12.1 Termination by Consultant. This Agreement may be terminated by Consultant upon seven (7) calendar days written notice should the DFCM fail substantially to perform, through no fault of the Consultant and the DFCM has failed to cure the failure to perform within fourteen calendar(14) days of the DFCM's receipt of written notice of its failure to perform. Upon termination of this Agreement, the Consultant shall deliver all work performed to the DFCM. In the event of termination, the Consultant shall be compensated for services properly performed under this Agreement up to date of the notice of termination. The Consultant agrees that in the event of such termination of default and such default is not successfully challenged by DFCM, its total remedy and monetary recovery from the DFCM is limited to full payment for all work performed, reimbursables, under this Agreement up to the date of termination as well as any reasonable monies owed as a result of the Consultant having to terminate contracts necessarily entered into by the Consultant pursuant to this Agreement. Consultant further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, comments and any and all documents produced by Consultant under this Agreement up to the date of termination are the property of the DFCM.

12.2 Termination by DFCM. The performance of service under this Agreement may be terminated by the DFCM in whole or in part at

any time, whenever the DFCM shall determine that such termination is in the best interest of the DFCM. This includes any termination by DFCM for convenience or for cause. Any such termination shall be effected by delivery to Consultant of a written notice of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. The Consultant agrees that in the event of such termination, its total remedy and monetary recovery from the DFCM is limited to full payment for all work performed, plus reimbursables, under this Agreement up to the date of termination. Consultant further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, comments and any and all documents produced by Consultant under this Agreement up to the date of termination are the property of the DFCM.

ARTICLE 13. PRELIMINARY RESOLUTION EFFORTS, CLAIMS AND DISPUTES;

13.1 General Conditions Requirements Apply. The provisions of Articles 7.7. through and including 7.14 of the General Conditions shall apply to Preliminary Resolution Efforts, Claims and Disputes under this Agreement. References in said Articles 7.7 through and including 7.14 to the term "Contractor" and "Subcontractor" shall refer to the Consultant and Subconsultants or Subcontractors at any tier under this Agreement, respectively.

13.2. Time For Filing. Notwithstanding paragraph 13.1 above, the PRE must be filed in writing with the DFCM Representative within twenty-one (21) days of any of the following:

13.2.1. Issuance of a denial by DFCM of a Consultant request for additional monies or other relief under this Agreement;

13.2.2. In the case of a Subconsultant, after the expiration of the time period for the Consultant/Subconsultant PRE process under Paragraph 7.7.5 of the General Conditions; or

13.2.3. When the Consultant knows or should have known about any other issue

where the Consultant seeks additional monies, time or other relief from the State of Utah or DFCM.

13.3 Not Limit DFCM Rights. As stated in Rule R23-26-1(6), this does not limit the right of DFCM to have any of its issues, disputes or claims considered. DFCM reserves all rights to pursue its issues, disputes or claims in law or equity including, but not limited to, any or all of the following: damages, delay damages and impacts, losses, liability, patent or latent defects, or failure to perform under this Agreement. If the Director appoints an expert or a panel to consider any such issue(s), dispute(s) or claims(s) of DFCM, the Consultant shall cooperate with such expert or panel process.

ARTICLE 14. MISCELLANEOUS PROVISION.

14.1 Safety. The Consultant shall ensure that all employees and Subconsultants are aware of safety requirements before arriving on site. Safety requirements include, but are not limited to, wearing approved hard hat, safety glasses, and footwear.

14.2 Ownership of Work Product. All work product, which includes, but is not limited to all manuals, forms, contracts, schedules, reports, documentation, photographs, data, electronic data, comments and any and all documents supplied to or produced by Consultant under this Agreement are the property of the DFCM. Said work product and the information contained therein are the exclusive property of the DFCM and are not to be used by Consultant on any other projects with any other parties except by the advance written agreement of the DFCM. Consultant agrees to maintain the level of confidentiality, to the extent permitted by law, needed to protect the State's interest in the design, construction, and management of the project.

14.3 Legal Relationship. This Agreement is for the performance of services and not the sale of goods, and is to be construed according to the laws of the State of Utah. Consultant's relationship to the State is that of an independent contractor. No partner or employee of Consultant shall, by reason of this Agreement, become an employee of the State of Utah. The Consultant shall have no authorization, expressed or

implied, to bind the DFCM or the State of Utah to any agreement, settlement, liability, or understanding whatsoever, nor to perform any acts as agent for the DFCM or the State of Utah except as specifically set forth in this Agreement. The DFCM shall identify the desired performance outcome and the Consultant shall determine the manner and method of achieving that outcome consistent with professional and customary practices. Nothing in this section is intended to limit or reduce any governmental immunities to the extent any may be available to Consultant by reason of its performance of inspections on behalf of the State of Utah.

14.4 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

14.5 Indemnification and Hold Harmless Requirement. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and save harmless the State of Utah, the Division of Facilities Construction and Management, their officers, agents and employees any anyone for whom DFCM may be held liable from and against any and all claims, damages or liabilities arising from negligent or wrongful acts, errors or omissions of the Consultant and its Subconsultants or subcontractors at any tier and anyone for whom Consultant may be liable.

14.6 Ownership of Documents. All work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, comments and any and all documents supplied to or produced by Consultant under this Agreement are the property of the DFCM, whether the work for which they are made is executed or not.

14.7 DFCM Reviews, Limitations. No review by the DFCM or any entity/user, approval or acceptance, or payment for any of the services required under this Agreement shall be construed to operate as a waiver by the DFCM of any right under this Agreement or of any cause of action arising out of the performance or nonperformance of this Agreement, and the Consultant shall be and remain

liable to the DFCM in accordance with applicable law for all damages to the DFCM caused by the Consultant's acts, errors and/or omissions.

14.8 Discrimination And Sexual Harassment Prohibited. Pursuant to the laws of the State of Utah, the Consultant, or any person acting on behalf thereof, will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, ancestry or national origin. To the extent applicable, said persons will comply with all provisions of Executive Order No. 11246 dated September 24, 1965 and rules, regulations, orders, instructions, designations and other directives promulgated pursuant thereto. The Consultant, or anyone for whose act the Consultant may be liable, shall not act in any manner as would violate the laws, regulations and policies of the United States or the State of Utah prohibiting sexual harassment.

14.9 Performance Evaluation. DFCM may conduct a performance evaluation of the Consultant's services, including specific personnel of Consultant or any Subconsultant at any time. Results of any evaluation will be made available to the Consultant.

14.10 Statute of Limitation and Statute Of Repose. An action by or against the Consultant, the Consultant's Subconsultant, agent, independent Subconsultant, or anyone for whom the Consultant may be liable, shall comply with and be bound by the applicable and lawful statute of limitation and statute of repose provisions. Notwithstanding this, any action by or against the Consultant, the Consultant's Subconsultant, agent, independent Subconsultant, or anyone for whom the Consultant may be liable, that is based in contract or warranty shall be commenced within six (6) years of the date of substantial completion of the improvement or abandonment of construction except that such period of limitation shall be modified as follows:

14.10.1 Fraudulent Concealment. In the event that the Consultant, the Consultant's Subconsultant, agent, independent Subconsultant, or anyone for whom the Consultant may be liable has fraudulently concealed the act, error, omission or breach of duty, or the injury, damage or other loss caused by the act, error, omission or breach of duty, the six year period shall not begin to run until such

time as the DFCM discovers or, through the exercise of reasonable diligence, should have discovered its claim.

14.10.2 Willful and Intentional. In the event that the Consultant, the Consultant's Subconsultant, agent, independent Subconsultant, or anyone for whom the Consultant may be liable commits a willful or intentional act, error, omission, or breach of duty, the six year period shall not begin to run until such time as the DFCM discovers or, through the exercise of reasonable diligence, should have discovered its claim.

14.10.3 Unintentional and Nonfraudulent Latent Acts, Errors, Omissions or Breaches of Duty. In the event of an unintentional and nonfraudulent latent act, error, omission or breach of duty, the DFCM shall have the time period allowed by Utah law and the Utah Code, unless a longer period is provided for in an attachment to this Agreement.

14.10.4 "Different Period of Limitation" from Utah Code. These provisions are understood and agreed to by the Consultant as establishing a "different period of limitations" as that term is used in UCA 78-12-21.5(3)(a) or any other similar statute of the Utah Code. These provisions are not intended to shorten any time period allowed by Utah law and code for non-contract actions, including but not limited to, those based in tort.

14.11 Waivers. No waiver by the DFCM or Consultant of any default shall constitute a waiver of the same default at a later time or of a different default.

14.12 Applicable Law And Venue. This Agreement shall be construed in accordance with the laws of the State of Utah. Venue for any legal proceeding regarding this Agreement shall be in the Salt Lake County, State of Utah.

14.13 Authority To Execute. The Consultant and DFCM each represent that the execution of this Agreement and the performance thereunder is within their respective duly authorized powers.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CONSULTANT: _____

Signature Date

Title: _____

Please type/print name clearly

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 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 FORM:
ATTORNEY GENERAL
July 15, 2010
By: Alan S. Bachman
Asst Attorney General

**DIVISION OF FACILITIES CONSTRUCTION
& MANAGEMENT**

Lynn Hinrichs, Manager Date
Capital Development

Approved for expenditure:

Approved as to availability of funds:

Division of Finance Date

David D. Williams, Jr. Date
DFCM Administrative Services Director

Exhibit A

FY 2011 Capital Improvement Funding List

Note that additional projects may be added throughout the year

HIGHER EDUCATION

College Of Eastern Utah	Estimate
Price Campus: Infrastructure Steam Line, Seismic and ADA Code Upgrade	\$500,000
San Juan Campus - Administration Building Demolition	\$20,000
San Juan Campus - Administration Building Replacement 3500SF	\$600,000
Dixie State College	
Campus High Voltage Loop	\$475,000
Campus Central Plant Expansion/Secondary Plant Phase 1	\$650,000
Salt Lake Community College	
RRC - Childcare Fire Suppression System Installation	\$51,585
RRC - Legacy Fountain Phase II	\$200,000
JC - Main Road Rotomill andnd Overlay	\$203,000
RRC - Carpenter Shop	\$210,000
SCC - Continuation of Exterior Repairs	\$100,000
RRC - Eccles Childcare - Fire Alarm System Replacement	\$19,000
SCC - Main Building - Replace Roof	\$1,038,000
SCC - New Media Building Cooling Tower Replacement	\$386,000
Snow College	
Lucy Phillips - HVAC and Various Upgrades	\$910,000
Richfield - Replace Fire Sprinkler Heads	\$37,000
Richfield - Sevier Valley Center Roof Top AC Units	\$39,500
Humanities Building Print Studio Hood System - Ephraim Design Funds	\$20,000
Both Campuses - HVAC Data Centers	\$40,000
Southern Utah University	
Demolish City Pool and Create Intramural Ball Fields	\$250,000
General Classroom Exterior Window Replacement	\$200,000
Heat Plant - Boiler #1 Replacement	\$1,000,000
Engineering and Technology - Roof Replacement	\$200,000
Concrete and Asphalt Replacement:	\$100,000
University Of Utah	
HPER and South Campus Areas - Electrical Distribution System Improvements	\$2,500,000
President's Circle and Science Area - HTW Lines Replacement	\$2,500,000
New Merrill Engineering Building - Reroof	\$215,000
Eyring Chemistry - North Tower West HVAC System Upgrades (Construction Funding)	\$2,087,000
Landscape Irrigation - Develop Secondary Water System (Construction Funding)	\$825,000
Emergency Generator Replacement and Load Management	\$500,000
Campuswide - Hazardous Materials Abatement	\$50,000
Miscellaneous, Critical Improvements	\$400,000
Various Buildings - Replace HVAC Controls	\$450,000
Life Sciences Building - Replace Leaking Pipes	\$500,000
Study and Design Funds	\$150,000
Paving Repairs	\$75,000

Utah State University	
Planning and Design Fund	\$75,000
Campuswide - Health, Life Safety And Code Compliance	\$100,000
Campuswide - Classroom Upgrades	\$300,000
Family Life - Window Replacement	\$650,000
Various Buildings - Fire Protection	\$600,000
Campuswide - Sign System	\$50,000
Northeast Steam Line Phase IV	\$700,000
Theater - Stage Rigging	\$900,000
Medium Voltage Upgrade	\$500,000
Campuswide - Bike Racks	\$50,000
Sidewalk Replacement	\$150,000
Old Vet Science - Roof	\$38,000
UWRL - West Roof	\$250,000
Mountain View Parking Lot - West of Tennis Courts	\$450,000
1200 East (Aggie Village) - Landscape Improvements	\$157,000
Utah Valley University	
Science Building - Roof Repair	\$150,000
McKay Drive Asphalt Replacement	\$61,000
Gunther Trades 5th Level - Replace and Repair HVAC System	\$2,200,000
Weber State University	
Browning Center - Galvanized Pipe Replacement and Plumbing Fixture Upgrades	\$900,000
Paving and Asphalt Repairs Parking Lots: East W-5, A-10, Training and Learning Center, Campus Services Cooling Tower Access Road and Miscellaneous Pothole Repairs	\$300,000
East Campus - Irrigation System Upgrades	\$228,000
Covered Storage - Old Greenhouse Site	\$370,000
Dee Events Center - Site Improvements	\$350,000
High Voltage Distribution System - Upgrade Study	\$43,500
Miller Administration Building - South Stairway Replacement	\$240,000
Miller Administration Building - Galvanized Pipe Replacement Study	\$6,000
Browning Center Auditoriums and Miller Administration Building - HVAC Improvement Studies	\$12,000
UCAT	
Bridgerland ATC	
BATC West Campus - HVAC System Upgrade/Minor Improvement to Fire/Rescue Training Area - Phase I	\$325,000
Davis ATC	
Parking Lot - Replacement	\$216,000
Chiller - Upgrade	\$150,000
DATC Main Building - Roof Replacement	\$370,000
Mountainland ATC	
SFATC Autoshop - Exterior improvements	\$16,000
Geneva Building - Critical improvements	\$50,000
Ogden/Weber ATC	
Main Campus - Rebuild Existing Loop Road, Student Services and Manufacturing Technology Parking Lots	\$250,000
Main, Roy and BDO Campuses - Security Camera Network System and Exterior Lighting.	\$200,000
Uintah Basin ATC	
Roosevelt Campus - Pavement Resurfacing	\$220,000
CDL Building - Heating and Cooling System Replacement	\$70,000

Agriculture	
Agriculture Building 1648 - Fire Alarm System Head End Replacement	\$15,000
Agriculture Building 1648 - Upgrade Interior Lighting	\$125,000
Agriculture Building 1648 - Secondary Electrical System Renewal	\$32,760
Alcoholic Beverage Control	
Loading Dock Upgrades at 4 Stores	\$60,000
ABC #28 6287- Store Front Window Replacement, Safety Ladders and Hand Rail	\$25,000
ABC #11 9460 - Replace Three Rooftop Heating and AC Units	\$53,400
ABC #24 9869 - Needs FCA - Construct Fence on North Side of Parking Lot	\$13,509
ABC #22 6509 - Replace Truck Lift and Construct Awning	\$65,000
ABC Paving Projects - Seal Coat and Stripe Parking Lots ABC #17 6284, ABC #7 (Price) 03891, ABC #28 06287	\$18,000
Capitol Preservation Board	
Miscellaneous Projects	\$150,000
State Office Building 0494 - Refurbish East Staircase Area	\$170,000
State Office Building 0494 - Exterior Window Glazing/Sealant	\$700,000
White Chapel 0502 - Replace/Inspect Exterior Brick, Repair or Replace Concrete Surrounding Building	\$100,000
Utah Travel Council 0496 - Travel Council and White Chapel Parking Areas - Exterior Lighting Installation	\$370,000
Utah Travel Council 0496 - Main Entryway Interior Lighting Installation	\$100,000
White Chapel 0502 - Update Interior, Refurnish Pews and Benches	\$40,000
State Capitol 0493 - Install Pump and Fan Alarms	\$30,000
Covered Parking Garage East of Capitol 0493 - Install 16 Security Cameras	\$82,000
Daughters of the Utah Pioneers Museum 0497 - Pneumatics Controls and Mechanical System Replacement	\$100,000
Community And Culture	
Utah Art Storage 9151 - Lighting Upgrade, Install Emergency Lighting	\$40,000
Rio Grande Depot 01654 - Hot Water Boiler And Piping	\$200,000
Corrections	
Olympus - Oquirrh Lock Replacement	\$152,000
Perimeter Security System - Upgrade	\$1,102,500
North Point Perimeter - Light Pole Replacement	\$40,000
Olympus - Vinyl Tile Replacement	\$38,000
Plant Maint Air Handler	\$280,000
Wasatch - Culinary Floor	\$40,000
Utah State Prison Dairy - Roof	\$66,000
Security Electronic Rooms - HVAC Upgrade	\$40,000
Bonneville - HVAC Unit	\$32,400
Security Electronics HVAC Upgrade	\$290,000
I-Con Plumbing Replacement	\$60,000
Tower 3 - Insulation Project	\$26,000
AP&P Centers - Kitchen Equipment	\$93,750
Draper - Boiler #3 Control Upgrade	\$105,000
Draper - Paving Improvements	\$85,000
CUCF - Kitchen Culinary Drain Lines	\$40,000

Courts	
Provo Juvenile Courts - HVAC Replacement/Renovation	\$200,000
Provo Juvenile Courts/Animal Shelter 15057 - Tenant Finish and Mechanical Upgrades	\$750,000
DEQ Building - Remodel of Existing Space for Courts	\$250,000
Provo Juvenile Courts - Security Upgrades	\$100,000
West Valley 3rd District Juvenile Courts 06523 - Replace Rooftop Unit	\$136,400
Matheson Courthouse 8356 - Church Street Replace Walkway	\$650,000
Davis County/Farmington Courts 6531 - Remodel Reception Counter	\$100,000
Richfield Courts - Carpet, Kitchen, and Shower Upgrades	\$75,000
Ogden Courts 7130 - Parking Lot Modifications	\$44,366
DFCM	
DEQ Building - Tenant Remodel North	\$250,000
DEQ Building - Tenant Remodel South	\$200,000
Carriage House - Improvements	\$1,250,000
Heber Wells 1652 - Parking Area Failing Dry Sprinkler Pipes Replacement	\$250,000
Cedar City Reg Ctr 5304 - Interior Paint Finish Upgd, Restrooms/Exterior Sidewalk Replacement/Improve	\$80,000
Cedar City Regional Center 5304 - Scarify/Repave Parking Lot	\$95,600
Heber Wells 1652 - Replace Hot Water Pumps and Valves (Note: Pumps Shared with DWS Admin)	\$60,000
Ogden Regional Center 4916 - Miscellaneous Window Repairs	\$30,000
Highland Regional 12174 - Replace Roof under Pavers	\$105,000
Ogden Regional - Structural Study	\$25,000
Heber Wells 1652 - Replace Screw Chiller	\$300,000
Highland Plaza 12174 - Upgrade Fire Panel	\$62,000
Moab Regional 6629 - Landscape and Parking Improvements and Sealing	\$85,000
Heber Wells - Sidewalk Repair	\$30,000
Environmental Quality	
DEQ #1 5870 - Boiler Replacement	\$53,605
DEQ #1 5870 - Roof Exhaust Fan Replacement	\$14,587
DEQ #2 7277 - Elevator Accessibility Upgrades	\$21,000
Fairpark	
Sanitary and Storm Water Master Plan	\$70,000
North Food Court - Fire Alarm Upgrade	\$53,500
Maintenance Shop - Fire Alarm Upgrade	\$20,500
Lever Actuated Locksets and Adjustable Closers	\$30,000
Health	
DEQ North Building - Tenant Improvement	\$400,000
Medical Examiner's Office 05850 - Replace Condensing Units for Walk-In Coolers	\$40,000
Medical Examiner's Office 05850 - Parking Lot Repairs	\$40,000
Children's Center 05849 - Seal Parking Lot and Replace Bad Concrete	\$60,000
Human Services	
DEQ North - Tenant Improvements Aging Services	\$100,000
USH Forensic Building - Lock and Hardware Replacement	\$240,000
USH Administration - HVAC	\$733,000
USH Rampton II Courtyard - Replace Concrete	\$55,000
USH Rampton I - Repair of Skylights in South End	\$34,000
USH Rampton I - Replace HVAC Units over Kitchen Area	\$28,000
Seven Peaks Maintenance Center 8927 - Maintenance Garage Roof	\$10,000
USDC - Paving Improvements	\$120,000
USH - Various Paving Repairs	\$50,000
USH Power Substation - Retaining Wall Stabilization	\$295,000
Wasatch Youth Center - Roofing Project	\$320,000

Human Services continued	
Sandy Group Home 6627 - Roof Repairs	\$27,594
St. George Group Home 6630 - Replace Roof Flashing	\$36,351
National Guard	
Mt Pleasant Armory 0511 - Fire Alarm and Sprinkler System Installation	\$103,981
Mt Pleasant Armory 0511 - Boiler Room Exterior Waterproofing	\$12,057
Mt Pleasant Armory 0511 - Kitchen Remodel	\$30,000
Blanding Armory 7531 - Kitchen Remodel	\$40,000
Blanding Armory 7531 - Replace AC Units	\$80,000
Blanding Armory 7531 - Exterior Stucco Finish Repairs	\$19,349
Spanish Fork Armory 7530 - Replace Carpet throughout Building	\$22,237
Spanish Fork Armory 7530 - Replace Electrical Switches and Receptacles	\$202,175
Spanish Fork Armory 7530 - Replace Rooftop Heating/Cooling Units and Conference Room AC Install	\$92,000
Spanish Fork Armory 7530 - Replace Fire Detection System	\$30,332
Beaver Armory 00001- Replace Hot Water Piping	\$60,000
Lehi Armory 0586 - Replace Heating System Piping and Radiators, Domestic Water Piping System, and Sanitary Waste Piping System	\$35,000
Lehi Armory 0586 - Provide Fire Alarm System	\$62,000
Lehi Armory 0586 - Replace Drill Area Heating and Ventilation	\$15,125
Ogden Armory 0744 - Upgrades to Balcony and Stairway Guardrails and Handrails	\$21,000
Ogden Armory 0744 - Miscellaneous Interior Remodel	\$110,220
Logan National Guard Armory 0033 - Slurry Seal	\$40,000
Parks & Recreation	
Starvation - BOR Matching Funds Phase II	\$662,382
Soldier Hollow - Day Lodge Roof Repair	\$65,000
Wildlife Resources	
Mantua Fish Hatchery - Paving	\$180,000
Lee Kay Center - Paving and Concrete Repair	\$225,000
Lone Peak Nursery - Paving Repairs	\$205,000
Hardware Ranch - Repairs	\$110,000
Office Of Education	
Utah State Office of Education 03845 - Replace Window Gaskets	\$100,000
ORS Judy Ann Buffmire Bldg 1664 - Sidewalk, Curb Ramp, Exterior Roll Up Door Replacement	\$15,000
Utah State Library 1605 Replace Security Camera System	\$74,472
Public Safety	
Public Safety Orem #9628 AC unit	\$25,000
Public Safety BCI Paving repairs building #8517	\$30,000
Track Expansion - Training Pad - Phase I*	\$200,000
Tax Commission	
Tax Commission 07418 Building HVAC Controls Upgrade	\$288,120
Tax Commission 07418 Replace Bus Duct Switches (11/2004)	\$15,644
Tax Commission 7418 Replace Self-Luminous Exit Signs / Safety Issue (11/2004)	\$38,899
UDOT	
Replace Existing Building - Strawberry Maintenance Station	\$1,000,000
Moab Maintenance Shed Roof replacement	\$72,000

Work Force Services	
DEQ North - Tenant Improvements	\$275,000
DWS Cedar City 0176 - Parking Lot Restructure and Upgrade	\$110,000
DWS Ogden 4276 - Replace Exhaust Fans on Roof	\$20,721
DWS Administration 6579 - Replace Compressor	\$30,000
DWS Clearfield Employment Center 09077 - Replace Reheat Control Valves	\$23,164
DWS Ogden South 04276 - Masonry Facade Life Cycle Term Repairs	\$18,865
TOTAL FUNDED	\$46,361,569
UCI	
Utah State Prison -Dairy Roof	\$66,000
Seven Peaks Maintenance Center 8927 - Maintenace Garage Roof	\$10,000
Sandy Group Home 6627 - Roof Repairs	\$27,594
Soldier Hollow - Day Lodge Roof Repair	\$65,000
Olympus - Vinyl Tile Replacement	\$38,000
White Chapel 0502 - Replace/Inspect Exterior Brick, Repair or Replace Concrete Surrounding Building	\$100,000
ABC #24 9869 - Construct Fence on North Side of Parking Lot	\$13,509
ORS Judy Ann Buffmire Bldg 1664 - Sidewalk, Curb Ramp, Exterior Roll Up Door Replacement	\$15,000
Mt Pleasant Armory 0511 - Kitchen Remodel	\$30,000
Blanding Armory 07531 - Kitchen Remodel	\$40,000
Total	\$405,103

Exhibit B

State of Utah

Division of Facilities Construction & Management

Department of Administrative Services
 4110 State Office Building Salt Lake City, Utah 84114
 Phone (801) 538-3018 Fax (801) 538-3267

BUILDING, PLUMBING, MECHANICAL, & ELECTRICAL INSPECTION UNIT RATES		
Inspections	\$	65.00 Per HR.
Travel Time	\$	75.00 Per HR.

Travel time is computed using estimated travel time from office to project site)
 Effective on New Projects Assigned Beginning Date July 1, 2009

MATERIAL TESTING & SPECIAL INSPECTION UNIT RATES

Category	Approved Rate	
<u>SOILS AND AGGREGATES</u>		
In-place density tests (Soils Technician)	\$	39.00 Per HR.
Proctor-standard	\$	106.00 Each
Proctor-modified	\$	106.00 Each
Atterberg Limits	\$	39.00 Each
Gradation Analysis (Pl)	\$	45.00 Each
<u>STRUCTURAL STEEL, WELDING & FIREPROOFING</u>		
Structural steel and welding special inspector	\$	52.00 Per HR.
Fireproofing special inspector	\$	47.00 Per HR.
Fireproofing lab density	\$	49.50 Each
Non-destructive testing (ultrasonic, magnetic particle)		
CWI	\$	53.50 Per HR.
UT	\$	49.50 Per HR.
MPT	\$	49.50 Per HR.
RT (2 man crew IR-192)	\$	93.50 Per HR.
<u>CONCRETE TESTING</u>		
ACI level I sampling technician	\$	35.50 Per HR.
ACI level II ICC special inspector	\$	45.00 Per HR.
Concrete cylinders compressive strength	\$	13.50 Each
Concrete and shot crete cores	Pre-approval required	As negotiated in advance
<u>MASONRY</u>		
ICC special inspector	\$	47.00 Per HR.
Compression, composite prisms	\$	52.00 Each
Grout compressive strength	\$	26.00 Each
<u>ASPHALT</u>		
Asphalt Inspector including density tests	\$	40.00 Per HR.
Theoretical maximum specific gravity (Rice)	\$	112.00 Each
Asphalt cores	\$	58.00 Each
Core density	\$	32.00 Each
Field Marshall (3 specimen set)	\$	100.00 3 Set
Field Marshall with stability & flow (3 specimen set)	\$	160.00 3 Set
<u>PROJECT ENGINEERING & MANAGEMENT</u>		
	Pre-approval required	
Engineering technician	\$	40.00 Per HR.
Staff Engineer	\$	71.50 Per HR.
Professional Engineer (P.E.)	\$	93.50 Per HR.
<u>Miscellaneous</u>		
Work, on site, over 8 hrs/day, Sat., Sunday & *Holidays	1.5	Per HR.
Drive time, including over 8 hrs/day	Regular Rate	Per HR.
Before 7am and after 5pm on weekdays	Regular Rate	Per HR.
Swing or Graveyard shift	Regular Rate	Per HR.
Sample pick-up	1/2 hour Maximum on site	Per HR.
Per Diem	Pre-approval required	State rate or as negotiated in advance.
Mileage per mile	\$	0.49

* Recognized Holidays: New Years, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving, Christmas