



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

Request for Consultant Services (RFC)

June 6, 2013

FY 2014 CODE INSPECTION SERVICES FOR STATEWIDE CONSTRUCTION PROJECTS

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Exhibit A - FY 2014 Capital Improvement Funding List

Exhibit B - Standard Fee Schedule

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/StdDocs/index.html> “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 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:

FY2014 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 3:00 PM on Thursday, June 6, 2013 on the DFCM web site at <http://dfcm.utah.gov>. For questions regarding this request, please contact Gail Youngblood, DFCM, at 801-538-3708.

A **MANDATORY** pre-submittal/registration meeting will be held at 10:30 AM on Wednesday, June 26, 2013 in Room 4112, 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
4110 State Office Building
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 pre-qualify additional firms at any time during the year. 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 1, 2013 through July 31, 2014.

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 Gail Youngblood. 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:

Gail Youngblood
Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114
E-mail: gyoungblood@utah.gov
Phone: 801-538-3708

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 Gail Youngblood 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, 2012 - June 30, 2013) should 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 and two CDs 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 80 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, 2013 through July 31, 2014.

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 and two CDs 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 three 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.

**PROCUREMENT SCHEDULE**

PROJECT NAME: FY 2014 CODE INSPECTION SERVICES FOR STATEWIDE CONSTRUCTION PROJECTS				
Event	Day	Date	Time	Place
Request for Consultant Services Available	Thursday	June 6, 2013	3:00 PM	DFCM web site*
Mandatory Pre-submittal / Registration Meeting	Wednesday	June 26, 2013	10:30 AM	Room 4112 State Office Building SLC, UT
Last Day to Submit Questions	Wednesday	July 3, 2013	4:00 PM	Gail Youngblood DFCM gyoungblood@utah.gov
Addendum Deadline	Wednesday	July 10, 2013	3:00 PM	DFCM web site *
References, Statements of Qualifications, Management Plan, and Termination/ Debarment Certifications	Monday	July 15, 2013	12:00 NOON	DFCM Room 4110 State Office Building SLC, UT 84114
Pre-Qualification Announcement	Monday	July 22, 2013	4:00 PM	DFCM web site*

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

**DIVISION OF FACILITIES CONSTRUCTION & MANAGEMENT
PROFESSIONAL SERVICES AGREEMENT**

Building Inspection, Special Inspection and Testing Services

THIS AGREEMENT, made this ___th day of _____, 201_, 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 _____ hereinafter called the "Consultant."

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

BUILDING INSPECTION, SPECIAL 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 current DFCM Design Manual, DFCM General Conditions dated May 25, 2005.

ARTICLE 3. COMPENSATION.

3.1 Not-to-Exceed Amount. The maximum amount payable for code inspections, special inspections, material testing, and for all reimbursable expenses for this project is **NOT TO EXCEED** _____ **DOLLARS AND ___ CENTS (\$ _____)** .

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) that the DFCM disputes is due under the terms of the agreement, or (c) reasonably 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 Number of inspection hours multiplied by the hourly rate in Exhibit A.

3.5.2 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. All billable trips must be requested in advance by the Contractor's superintendent or DFCM's Building Official (hereinafter "Building Official").

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. The DFCM will not pay a mileage allowance.

3.5.4 Fees for material testing and special inspection expenses shall be calculated by multiplying the hours and the type of tests performed by the applicable rates in Exhibit A.

3.5.5 The Consultant fee may include a management fee for overseeing the work of special inspection and materials testing Subconsultants. The fee for such work shall be 10% of the Subconsultant's fee for said services. The Consultant shall not be paid a management fee for special inspections and material testing services provided by the Consultant.

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 enforce strict discipline and good order among the Consultant's employees, its Subconsultants, agents, representatives and other persons performing under this Agreement. The Consultant shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Consultant and Subconsultants 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. Consultant must perform in a manner that is consistent with customary practices.

5.1.2 Standard of Care. The services of Consultant and its Subconsultants, 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 Building Inspections.

5.2.1 All inspections shall be in conformance with the State adopted Building, Electrical, Mechanical, and Plumbing Codes and the DFCM's specifications as contained in the construction documents.

5.2.2 The inspector will report directly to the Building Official. The inspector will perform inspection and other services as directed by the Building Official.

5.2.3 All of the Consultant's inspectors (including special inspectors) must be licensed in the State of Utah in one or more of the following areas. Inspector: I Combination, I UBC, I NEC, I IPC and I IMC. All inspectors will submit qualifications to be approved by the Building Official. Inspectors will not perform inspections in trade areas for which they are not properly licensed by the State of Utah.

5.2.4 Consultant shall notify the Building Official at least two business days prior to any change in the primary person performing on site inspections. The replacement inspector is subject to approval by the Building Official.

5.2.5 Consultant shall regularly visit site and make note of any work which has been covered without being inspected. Consultant shall immediately notify the Building Official of any work that has been covered without inspection.

5.3 Special Inspections and Materials Tests.

5.3.1 Consultant is responsible to oversee the special inspections and material tests for the project. Duties include but are not limited to: site supervision, inspection coordination, test and inspection management, personnel management, reporting, conflict resolution and billing.

5.3.2 Consultant shall submit qualification of special inspectors and material testing personnel to the Building Official for approval. Personnel are not permitted on site until they have been approved.

5.3.3 Consultant shall meet with Subconsultants prior to beginning work to discuss the scope of the project. Consultant shall coordinate the work of Subconsultants to ensure that all required special inspections and materials tests are completed in a timely and efficient manner.

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

5.3.5 Consultant shall periodically visit site to oversee the work of the Subconsultants. Time spent on site managing the inspection services and overseeing Subconsultants is not billable, except for management visits included as part of the attached cost proposal.

5.3.6 The Consultant shall not receive a financial benefit from the fees that are charged by a Subconsultant other than the management fee allowed in Article 3.3.5, Compensation.

5.4 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 . 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.

5.5 Use of "Sales Agents." The Consultant warrants that no sales agent has been employed or retained except as indicated in writing to DFCM.

5.6 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 Building, Mechanical, Electrical, and Plumbing Inspections.

6.1.1 The Contractor's superintendent will contact the Consultant to arrange for building inspections. The Consultant shall respond to all inspection requests no later than one (1) business day after receiving the request. If the Consultant cannot respond within this time period, he shall find a qualified Subconsultant and notify the Building Official prior to the inspection. The Consultant shall not initiate an inspection without an advance request from the Contractor's superintendent or the Building Official. Consultant shall immediately notify the Building Official if Consultant believes that inspections are required which are not being requested by the Contractor.

6.1.2 Consultant shall make note of all retests and associated expenses on the monthly invoice.

6.1.3 The Consultant's inspector, upon request, shall show proper identification to the Contractor. Any site-specific security clearance requirements must be complied with by the Consultant and Subconsultants.

6.1.4 Standards for all inspections. Inspections shall indicate whether there is compliance with:

- a. Current edition of the applicable building codes.
- b. Project drawings and specifications.
- c. Manufacturers recommendations and installation instructions.
- d. Applicable DFCM construction standards.

6.2 Special Inspections and Materials Tests.

6.2.1 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 DFCM.

6.2.2 Contractor's superintendent will contact Consultant to schedule special inspections and material tests. 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 one (1) business day after receiving the request. If the Consultant cannot respond within this time period, he shall find a qualified Subconsultant and notify the Building Official prior to the inspection.

6.2.3 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.

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

ARTICLE 7. SUBCONSULTANTS

7.1 Required Approval.

7.1.1 Subconsultants listed in Exhibit A shall be used for this work and not replaced during the course of this Agreement except with the advance written approval of the Building Official after complying with the following criteria.

a. The Consultant has established in writing that the change is in the best interest of the State of Utah.

b. The Consultant has established an appropriate reason for the change which may include, but is not limited to, the following reasons: the original Subconsultant has failed to perform, the original Subconsultant is not qualified or capable of performing, and/or the original Subconsultant has requested in writing to be released.

c. The circumstances related to the request do not indicate any bad faith in the original inclusion of the Subconsultant.

7.1.2 The Consultant shall not contract with a proposed person or entity to whom the DFCM has made a reasonable and timely objection. The Consultant shall not be required to contract with anyone to whom the Consultant has made reasonable objection.

7.1.3 The change in Subconsultants shall be evidenced by a modification to this Agreement. This modification shall also address any impact the change may have on the fees contained in Exhibit A.

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 the 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 to the Building Official and DFCM's Representative. Consultant may communicate directly with the Contractor about any Stop Work Order, an urgent health or safety matter at the site, or if the direct communication with the Contractor will facilitate the performance of the work by the Contractor. 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. Failure to timely deliver the inspection report may be considered a material breach of this agreement and DFCM may pursue all available remedies. This delivery is to be accomplished by electronic mail.

8.4 Unresolved Issues. Consultant shall provide a list of unresolved issues attached to each report.

8.5 Special Inspection and Testing Reports. Consultant shall provide a report of the results of special inspections and materials tests to the Building Official, DFCM's Representative, and the A/E within two (2) business days. Consultant shall notify Building Official of test or inspections that have failed and are not immediately correctable.

8.6 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.

8.7 Final Report. Upon completion of each project, Consultant shall provide to the Building Official an electronic copy of the following as applicable:

8.7.1 A final inspection and recommendation from the building inspector assigned to that project to allow occupancy and to issue the Certificate of Occupancy based on the building meeting all applicable laws and codes;

8.7.2 A Certificate of Fire Clearance from the Fire Marshal;

8.7.3 A final inspection report and approval of the Special Inspection firm assigned to the project;

8.7.4 The approval of the state elevator inspector where applicable;

8.7.5 The approval of the state boiler inspector where applicable;

8.7.6 Verification that the domestic water lines have been tested and are free from contamination;

8.7.7 Submittal of the “installation certificate” for the stucco system when required by the evaluation report;

8.7.8 A final report from the smoke control Special Inspector as applicable;

8.7.9 Steel Fabricators certificate of compliance. (When steel fabrication takes place in an “approved fabrication shop” the fabricator shall submit a certificate of compliance to the Building Official stating that the work was performed in accordance with the approved construction documents per IBC1704.2.2).

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, the Consultant is authorized to issue any warranted Stop Work Order or any other customary means of resolving the hazardous or emergency situation. The Consultant shall immediately inform the Building Official and the DFCM Representative of any action taken and provide a detailed analysis in the report prepared at the site. On the same day that the Stop Work Order is issued, Consultant shall provide a copy of this report to the Building Official and the DFCM Representative. 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 testing and inspection firm with which it subcontracts to accomplish its responsibilities under this Agreement. The following are minimum coverages 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’s laws.

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 Consultant 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 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.

FY 2014 Capital Improvement Assignments

Agency/Institution	Estimate
USU/Eastern	
Price Campus: WIB Chiller/Mechanical Upgrade & Exterior Lighting Upgrade Blanding Campus: Technology Replace Rooftop Units	900,000
USU - Eastern Campus (CEU) Computer Business Building Reroof	348,000
Dixie State College	
Upgrade to Campus Fire Alarm and Control Front End	275,000
New Boiler for Campus Heating System	800,000
Encampment Mall Sidewalk and Lighting	150,000
North Instruction Building Structural and Architectural Study	15,000
Central Control Irrigation System	120,000
Cox Auditorium Partial Re-Roof	237,000
Dixie College Various Paving Improvements	110,000
Salt Lake Community College	
RRC - S&I Window Replacement	120,000
RRC - HP Replace Boiler #1	345,000
RRC- TB Upgrade Vav Controls	543,000
SCC - Upgrade Restrooms	361,000
SCC - Replacement Of Galvanized Piping In North Wing	482,000
RRC- LAC Roof Replacement	1,124,000
SCC - Replace Pavers East Entrance Fountain Area	302,000
RRC - SI Install VFD To Cooling Tower	21,000
RRC - ATC, HP, Lib, SI Fire Alarm Upgrade	163,000
MBC - Replace Roof Bulding B	400,000
Snow College	
Noyes Building seamless gutters, soffit and wood shake shingle replacement - Ephraim	575,000
Humanities Building - replacement of (2) air-cooled chillers (1) 115 ton unit and (1) 150 ton unit - Ephraim	450,000
Washburn Building Main Air Handler - Richfield Campus	148,000
Parking Lot Outside Lighting - Richfield Campus	130,000

VFD's (Variable Frequency Drives) for Air Handlers - Richfield	29,000
Lucy Phillips Parking Lot Upgrade - Ephraim	225,000
Irrigation System Central Control System - Ephraim	143,000
Replacing Aging Irrigation System - Ephraim-Design only	50,000
Southern Utah University	
New Storm Drain: 300 West	190,000
Roof Replacement: Bennion	300,000
Centrum area chiller and cooling tower replacement-Phase II #12134730	422,000
ADA Access Improvements: Library	200,000
Separation of Campus Fire Alarm Systems	155,000
Campus Utility Tunnel Master Plan Study	35,000
Electronic Access Control: Phase I	180,000
Library Cooling Tower Replacement and Underground Tank Sealing	100,000
Master Plan and Feasibility Study: Multipurpose	35,000
Roof Fall Protection Anchors: Phase I	80,000
Moisture Mitigation: Sharwan Smith Center	150,000
Concrete replacement: Centrum Ramp	100,000
Boiler replacement: Sharwan Smith Center	94,000
Door Locks: ADA upgrade	200,000
Medium Voltage Cabling Replacement: Phase I	230,000
ADA Parking Lot Replacement: Hunter Conference Center	65,000
Generator Replacement: Library	52,000
Boiler Replacement: Hunter Conference Center	50,000
U of U	
Electrical Service Replacement to School of Medicine	2,500,000
Electrical Service Replacement to Pharmacy & Medical Examiner Areas	2,500,000
Electrical Service Replacement to Health Science Research Area	2,500,000
HTW Plant - Replacement Boiler #1	2,275,000
Chiller Consolidation - South Area	1,365,000
Eyring Chemistry North Tower East Fumehood Upgrade	2,405,000
Science Area Chiller Plant Replacement - Design & Distribution Lines	1,585,000
Life Sciences Bldg. - Fume Hood Upgrade - Design Only	50,000
HVAC Upgrade for 585/586/587 Complex	450,000
Social & Behavioral Sciences Building - Replace 3 Elevators - Construction Funding	930,000

Miscellaneous, Critical Improvements	400,000
Study & Design Funds	150,000
Social & Behavioral Science - Upgrade Structure at Basement Level - Design	240,000
Energy Projects Associated Work	2,400,000
Sidewalk and Bike Path Improvements	500,000
Campus Fire Alarm Reporting System Upgrade - Study	50,000
Replace HVAC Controls in Buildings	750,000
Performing Arts Building Re-roof	400,000
Utah State University	
Planning and Design Fund	100,000
Campus-Wide Health, Life Safety, Code Compliance & Asbestos Abatement	150,000
Business Chilled Water & Steam	400,000
Campus-Wide Classroom and Auditorium Upgrades	300,000
CW Building Commissioning	200,000
Misc Critical Improvements	250,000
Roofing Projects	600,000
Campus-Wide Sign System	50,000
Campus Concrete Replacement	250,000
Campus-Wide Access Control	50,000
Campus-Wide Controls Upgrade	250,000
Campus Wide E-Generator	250,000
Medium Voltage Upgrade	350,000
OM Masonry Restoration	500,000
Campus Elevator Upgrades	300,000
Moab ADA Upgrades	100,000
Parking Lot Paving	725,000
Kent Concert Hall New Elevator and Restroom Lobby	1,500,000
USU - HPER Lower South Roof Replacement	350,000
USU - HPER Upper Roof Replacment	514,000
USU - Industrial Science Reroof	280,000
Utah Valley University	
Parking Lot repairs-Campus wide maintenance and repair	775,000
Walkway lighting repairs	125,000
Replace campus Fire Alarm System	2,000,000

Sparks Automotive Bldg. - Replace exhaust fans, waterlines, and fan coil replacements	150,000
Sprinkler System Upgrades	150,000
UCCU Center - Re-roof	390,000
Business Building - Replace transformers	200,000
UVU - Mckay Education Building Reroof	30,000
Weber State University	
Phase III: Dee Event Center Site Improvements (Southwest)	650,000
Phase II: High Voltage Substation and Building Switching Upgrades	555,000
Phase III: Steam Tunnel Repairs	500,000
Stromberg Roof	300,000
Pay Lot Asphalt Overlay and Site Improvements	162,000
Tech Ed Roof	1,200,000
South Science Lab Irrigation	250,000
Dee Event Center Concrete and Stair Replacement (West)	300,000
UCAT	
Bridgerland ATC	
Replace/Install Emergency Generators at the Main and West Campus Locations, Install Egress and Exterior Doors with ADA electronic	721,000
Davis ATC	
Roof Replacement - Phase B	217,000
Electrical System Upgrade	150,000
Air Handling Units / Exhaust Fans Replacement - Phase I	395,000
Mountainland ATC	
Geneva Building Remodel	500,000
Ogden/Weber ATC	
Main Campus: Upgrade HVAC Controls System in Manufacturing Tech., Construction Tech. and Cosmetology HVAC Upgrade	625,000
OWATC - Community Services Building Reroof	28,000
OWATC Various Parking Lot & Roadway Repairs	218,000
Uintah Basin ATC	
Replace Sprinkler Heads and fire system/monitoring difficiency repairs	72,000
Replace Emergency Generator	126,000

Replace Interior Doors ADA	99,000
Dust Collection and Exhaust Systems	100,000
DXATC	
Old Airport Terminal Remodel	450,000
Requests From State Agencies	
Agriculture	
William Spry Agriculture 01648 Replace Patio Should Be Condemned Safety Hazard	79,000
William Spry Agriculture 01648 Replace Door Hardware	121,000
Alcoholic Beverage Control	
ABC#5 PROVO 06280 Waterproof exterior wall	40,000
ABC #10 0951 Replace Cardboard Box Bailer	12,000
ABC 7 PRICE 03891 Replace Floor	35,000
ABC 27 MOAB 03069 Parking Lot Repairs	15,000
ABC 32 ST GEORGE 06288 Replace AC Unit	85,000
ABC #34 Renovate HVAC System	72,500
ABC 19 OGDEN 06285 Install Fire Sprinkler System	50,000
ABC 6 LOGAN 02627 Install Emergency Egress Lighting & Exit Sign Units OM-Install Anti-Siphon Backflow Preventer Install ADA Co	41,000
Miscellaneous store security upgrades	237,500
Capitol Preservation Board	
STATE OFFICE BUILDING 0494 Window/Curtain Wall Renovation	2,400,000
STATE OFFICE BUILDING 0494 Replace Pillow Block Bearings in Supply Fans	31,000
CAPITOL PRESERVATION BOARD Misc. Improvements	150,000
UTAH TRAVEL COUNCIL 00496 Restroom Upgrade	30,000
DUP Museum 00497 Replace Compressor and Water Cooled Condensor	110,000
Security Camera Upgrade	448,000
SOB Transformer replacement	80,000
Community And Culture	
UTAH FINE ARTS 01633 Glendinning HVAC Upgrade	39,000
UTAH FINE ARTS 01633 Refinish & Repair Hardware Flooring	42,000
Natural History Museum: Painting and wall repair-	60,000

Corrections	
Draper-SSD Water Heater	100,000
Draper-Timp 5 water heater	132,000
CUCF-Henry Camera Upgrade	199,000
Draper-Olympus HVAC upgrade	400,000
AP&P Combined Security Project	71,000
AP&P Bonneville- Offender Rest Rm Remodel	177,000
Draper- Wardens Admin Boiler Installation	85,000
CUCF-Asphalt Improvements	152,000
Draper- Wasatch and Oquirrh Control rm Intercom replacement	247,000
Draper-Timp control rooms remodel	250,000
CUCF-Perimeter fence modifications	191,000
AP&P Bonneville Water Heaters	22,000
Draper-Wasatch CR Sliders	26,000
Draper-Fire panel upgrade, 3 locations	31,000
AP&P- NUCCC Concrete floor grind & seal	99,000
AP&P- Bonneville Security Card Readers	14,000
CUCF-Repair sprinkler system	90,000
Draper-Oq-SSD Heat exchanger	25,000
DOC – Draper Prison Various Paving Improvements	265,000
DOC – CUCF Entrance Road Paving Upgrade	182,000
DOC – UCI Paving Improvements	315,000
Courts	
Provo Juvenile: Replace Site Lighting Electrical Runs And Fixtures And Landscape Sprinkler System	110,000
Provo Juvenile Work Crew: Replace Failing Rock Wall And Landscape, Add Stairs And Sidewalk To Access Lower Parking Lot	95,000
West Jordan: Dvr Replacement And Upgrade And Replace Out Dated Camera	180,000
West Jordan: Relocation Of Communications Center To Better Accommodate Equipment/Employees	60,000
Layton: Replace Fire Sprinkler Alarm System In Accordance With Current Nfpa And Ada Requirements	125,000
Layton: Replace Antiquated HVAC Head End Components	51,000
Layton: Replacement Of 2 Water Heaters And Seismically Brace As Necessary	26,000
Matheson: Replace Fire Alarm System In Accordance With Current NFPA And ADA Requirements	550,000
Matheson: Replace Hot Water Systems	145,000
Matheson: Replace Roll Top Gates, Entrance And Exit Control Systems	120,000
Farmington: Replace The Card Access System, Install Security Cameras In The Secure Areas Of The Building And Consolidat The Sec	125,000

Farmington: Replacement Of Air Conditioning Controls And Equipment For Computer Room	25,000
Farmington Carpet Replacement	163,000
Matheson 3rd Floor North Reception Remodel	30,000
Matheson Juvenile Counter Remodel	30,000
Ogden District: Replace Antiquated HVAC Components In Jury Rooms On Northside Of Building	40,000
Ogden District: Replace And Update Cameras & DVR	50,000
Orem Juvenile: Replace HVAC Controls	50,000
Tooele: Front Counter Remodel	119,000
Tooele: Replace Court Room Automated Theater Lighting System -83,000 Removed	REMOVED
Brigham: Replace Antiquated HVAC Head End Components	68,000
Brigham: Replace The Main Boiler	43,000
Richfield: Recarpet Both Courtrooms	40,000
Ogden Juvenile: Upgrade Interior Lighting	39,000
Ogden Juvenile: Removal And Replacement Of The Lay-In Acoustical Ceiling	16,000
Price: Clerical Work Area Remodel	50,000
Price: Security Cameras	20,000
Spanish Fork Front Counter Remodel	50,000
Cedar City Judges Chambers And Break Room Remodel	50,000
Cedar City: Courtroom Wood Work Needs To Be Refinished	50,000
West Jordan: Counter And Security Remodel- \$250,000	REMOVED
Provo: Replace Boilers And Pumps	88,000
Courts - Richfield Court Flat Roof Replacement	217,000
DFCM	
UDOT Calvin Rampton Building 01644 Upgrade Remaining VAV Boxes For Floors 2 Through Basement And Controls For Penthouse	662,000
Ogden Regional Center 04916 Repair Water 45000 Gallon Storage Tank For Fire Suppression System	85,000
Brigham Regional Center 08441 Fire Alarm Systems Replacement	340,000
Calvin Rampton Building 01644 Lighting Retrofit	207,000
Regional Center # 2 7277 Elevator Upgrades	118,000
Brigham Regional Center 08441 Replace Failing RTU And Add 1 RTU	13,000
Ogden Regional Center 04916 Restroom ADA Modifications	297,000
Calvin Rampton Building 01644 New Epoxy Flooring And Painting of Crime Lab	91,000
Governor's Mansion 01655 ADA Upgrade For Exterior Elevator or Lift-Modified + Seismic	181,000
Heber M Wells Bldg 01652 Exhaust Fans Upgrade Control	60,000
Provo Regional Center 05374 Replace Boilers And Pumps	244,000
Richfield Regional Center 01843 Paint & Carpet Finishes	300,000

Calvin Rampton Bldg 1644 Relocate Switchgear To Appropriate Housing That Is Weather-Rated	18,000
Provo Regional Center 05374 Lighting Upgrade	178,000
Provo Regional Parking Terrace 09347 Lighting Upgrade	142,000
Calvin Rampton Building 01644 Elevator Upgrades	1,647,000
Governor's Mansion 01655 Upgrade Chiller	187,000
Academy Square 09843 Renovate Shrub Beds & Weed Barriers	33,000
Multi-Building HVAC IT Study	100,000
Fairpark	
Grand Street Sewer Replacement (PH2)	160,000
IT Communication Upgrade	48,000
Fairpark Slurry Seal	98,000
Pioneer Building Ceiling Replacement	32,000
Pioneer Fire System	25,000
South Food Court Fire Alarm System	16,000
Wildlife Building HVAC Upgrades	152,000
Sheep Barn Fire System	22,000
Goat Barn Fire System	22,000
Dairy Cattle Barn Fire System	22,000
Zion Building HVAC Upgrades	22,000
Health	
Office Of Medical Examiners 05850 Replace Water Heater	30,000
Family Health Services 05849 Replace Or Repair Expansion Tanks	18,000
Cannon Health 04275 Carpet Replacement Entire Building	709,000
Family Health Services 05849 Replace Common Area Carpet	197,000
Dept. of Health Parking Lot Upgrades	250,000
Human Services	
DJJS Southwest Remodel	1,400,000
Vernal HS 01915: Replace Packaged HVAC Units	151,000
USH Slate Canyon Spring Development	398,000
DHSDC - TLC Building-HVAC System Replacement	379,000
BAS DSPD Various Group Homes Exterior and interior repairs	167,000
DHS Youth Corrections 04892: Replace Furnaces, Replace Condensing Unit	30,000
Vernal Human Services Building Controls upgrade	131,000

Vernal HS 01915: Restroom Renovation	73,000
Vernal HS 01915: Replace Interior Doors	50,000
USH Laundry/Recreation Storage	578,000
DHS - USH Heat Plant Reroof	36,000
DHS - USH Museum Excel House Reroof	39,000
USDC – Steam Line Roadway Repairs	166,000
USH – Paving Improvements Phase III	185,000
National Guard	
West Jordan Remodel	587,000
Spanish Fork, 07530, Parking Lot Seal Coat	114,000
Orem, 09035, Parking Lot Seal Coat	81,000
Vernal Project Remodel	228,000
Price, 00115, N/A Paving and Grading	40,000
Cedar City, 00175, N/A Seal Coat and striping	50,000
Brigham City Project Paving and general building repairs	218,000
Tooele, 00562, Roll-Up Door Replacement	220,000
Blanding, 07531, Install Generator And Transfer Switch	260,000
Tooele, 00562, Swamp Cooler Or Air Conditioner Replacement In Gymnasium. Install Exterior Hardtop Awning Over Exterior Crawl	27,000
Camp Williams Bldg 5110-Paving	150,000
Camp Williams Bldg 1190-2220-Paving	250,000
UNG – West Jordan Armory Parking Lot Reconstruct	328,000
Natural Resources	
DNR "OLD" & "NEW" 0625 Add safety rail around cooling tower / door access to tower base from second floor.	60,000
DNR "OLD" & "NEW" 0625 Exit sign replacement	60,000
DNR "OLD" & "NEW" 0625 Replace boilers	181,000
Parks & Recreation	
Utah Lake State Park Dock Replacement	368,000
Willard Bay State Park North Marina Main Electrical Line Replacement	475,000
Rockport State Park Main Culinary Water Line	325,000
Snow Canyon State Park Main Culinary Water Line	334,000
Goblin Valley State Park Main Water Tank	112,000
Fremont Indian State Park Asphalt Repairs	125,000
Frontier Homestead State Park Asphalt Repairs	114,000

DNR - Parks & Rec Palisades Reroof	50,000
Wildlife Resources	
EGAN HATCHERY, Mortar joints	52,000
EGAN HATCHERY, Paint	30,000
EGAN Hatchery, Roofing	35,000
FLAMING GORGE, Roofing	51,000
SALT CREEK, Wash Pad	119,000
OGDEN BAY, Seal Coat	55,000
MIDWAY HATCHERY, Roofing	20,000
BIG WATER HATCHERY, Roofing	20,000
DNR - DWR Wahweap Bunk House Lower Reroof	43,000
Office Of Education	
USDB: Salt Lake Campus: Building Roof Repairs	607,000
Training Housing Usdbvi (Thftb) /15278 Add Cctv And Security System To Monitor Facility Via Remote	35,000
Training Housing Usdbvi (Thftb) / 15278 Add Bollards Along Walkway To Housing	30,000
BOE – Ogden School for the Deaf & Blind Parking Lot Improv	172,000
Public Safety	
Farmington DLD/UHP 01241: Parking	95,000
Farmington PS 01241: Install Emergency Generator	76,000
Ogden Crime Lab 08969: Built-Up Roof Replacement	103,000
Murray HP 05572: Replace Fire Panel And Devices	30,000
PS – EVO Training Facility Entrance Road	102,000
PS – DLD West Valley Facility & Test Range Paving Maint	140,000
Tax Commission	
Tax Commission 07418 Replace Existing AHU's with Fan Walls	600,000
Tax Commission: Roadway Repairs	265,000
UDOT	
Replace Existing Building - Salina Maintenance Station	1,500,000
Calvin Rampton Bldg 1644 Re-Key Ramptom Complex	32,000
Maintenance Testing Facility 01646 Replace Fire Sprinkler Heads	42,000
Reroof Brigham City Welcome Center	37,000

Orem Region 3 UDOT 09349 Upgrade Fire Suppression System	50,000
UDOT - Logan Summit Reroof	65,000
UDOT Rampton Complex Paving Improvements	283,000
Work Force Services	
DWS Admin 06579 Replace Drain Lines In Parking Structure	101,000
DWS Admin 06579 Upgrade Fire Alarm System	302,000
DWS Midvale 04794 Update Fire Sprinkler Heads	13,000
DWS Midvale 04794 Lighting Retrofit	53,000
Clearfield EC 09077 Carpet Replacement	75,000
DWS Ogden South 04276 Roofing & Flashing System Replacement	181,000
DWS Cedar City 00176 Fire Panel Upgrade	50,000

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