



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

Request for Consultant Services

May 28, 2015

FY 2016 CODE INSPECTION SERVICES STATEWIDE CONSTRUCTION PROJECTS

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Exhibit A - FY 2016 Capital Improvement Funding List

Exhibit B - Standard Fee Schedule

Current copies of the DFCM General Conditions dated May 25, 2005, Design Manual, and all Supplemental General Conditions are available upon request at the DFCM office and on the DFCM web site at www.dfc.utah.gov - “Standard Documents” – “Reference Documents” – “Supplemental General Conditions”, and are hereby made part of these contract documents by reference.

The Agreement and General Conditions dated May 25, 2005 have been updated from versions that were formally adopted and in use prior to this date. The changes made to the General Conditions are identified in a document entitled Revisions to General Conditions that is available on DFCM’s web site at www.dfc.utah.gov.

NOTICE TO CONSULTANTS

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"

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, May 28, 2015 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 10:00 AM on Wednesday, June 10, 2015 in Room 4112 State Office Building, Capitol Hill Complex, 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
Room 4110 State Office Building
Capitol Hill Complex
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 July 1, 2015 through June 30, 2016.

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 RFC or the pre-submittal meeting, communication during the selection process shall be directed to the specified DFCM Representative. In order to maintain the fair and equitable treatment of everyone, Consultants shall not unduly contact or offer gifts or gratuities to DFCM, any Board officer, employee or agent of the State of Utah, users or selection committee members in an effort to influence the selection process or in a manner that gives the appearance of influencing the selection process. This prohibition applies before the SFC is issued, 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. Consultants should be aware that selection committee members will be required to certify that they have not been contacted by any of the Consultants 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 (DFCM Representative)
Division of Facilities Construction and Management
Room 4110 State Office Building
Capitol Hill Complex
Salt Lake City, Utah 84114
E-mail: gyoungblood@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 inspections firm.

5. Mandatory Pre-Submittal Meeting

A mandatory pre-submittal meeting will be held on the date and time and at the location listed on the 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 MEETING AND/OR FAILURE TO REGISTER PRECLUDES PARTICIPATION AS A SUBMITTING FIRM ON THIS PROJECT.

6. Submittal Due Dates and Times

All required submittals must be delivered to, and be received by, 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 Project Schedule. Questions must be emailed to Gail Youngblood (gyoungblood@utah.gov) at DFCM.

8. Addendum

All clarification will be in writing and issued as addenda to the RFC. The addenda will be posted on DFCM's web site. 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

Each firm shall provide by the date and time indicated in the schedule, a list of references on all projects that were completed by the firm in the last five years. All references shall be for projects in which the firm was the prime firm, and held a contract directly with the owner.

It is the firm's responsibility to provide adequate references in compliance with this RFP. Firms that fail to meet the minimum of three ratings will be disqualified.

The following information must be provided for each reference:

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

10. Statement of Qualification for Pre-Qualification

The submitting firm shall provide three copies of the statements of qualifications by the date and time indicated on the Procurement Schedule. The statement of qualifications is a short document that details the professional licenses, certifications, experience and qualification 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 may be composed of individuals from DFCM, the User Agency/Institution, and a representative from the design or construction disciplines.

12. Termination or Debarment Certifications

The firm must submit a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. The firm must also certify that neither the firm nor its principals have been terminated during the performance of a contract or withdrew from a contract to avoid termination. If the firm cannot certify these two statements the firm shall submit a written explanation of the circumstances for review by DFCM. 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. Past Performance Reference. The committee will evaluate and score each firm's past performance reference in accordance with the information outlined in Section 9 above. The committee will evaluate each firm's past performance references.
Possible Points: **30**

- 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 qualifications presented. The committee will evaluate and score each firm's qualifications in accordance with the information outlined in Sections 9 and 10 above.
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: **35**

TOTAL POSSIBLE POINTS: 100

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 inspections 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 have not been suspended for poor performance or failure to comply with requirements of their contract; or (b) the firm has not undergone a significant reorganization involving the loss of key personnel or license and certification 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 July 1, 2015 through June 30, 2016.

15. Awarding of Projects

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

- A. Projects \$100,000 or over. Projects where the fee is expected to be \$100,000 or over will be selected by inviting Pre-Qualified Code Inspections 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 subconsultants (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 inspection 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) Statement of Qualifications. The statement of qualifications is a short document that details the professional licenses, certificates, 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) Past Performance Reference. The committee will evaluate and score each firm's past performance rating in accordance with the information outlined above. Possible Points: _____
 - (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: _____

- (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: ____
- (d) Inspection Team's Distance to Project Site. Possible Points: ____
- (e) Experience (project specific). Possible Points: ____

TOTAL POINTS

- B. Projects under \$100,000. Projects where the fee is expected to be under \$100,000 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 shall award projects by use of a Professional Services Agreement.

16. Fee Negotiations

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".

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 project with an estimated fee under \$10,000 which shall be paid through a purchase order as noted above.

18. Licensure

The inspection firm shall comply with and require its inspections 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 the statement of qualifications.



PROCUREMENT SCHEDULE

PROJECT NAME: FY 2016 CODE INSPECTION SERVICES STATEWIDE CONSTRUCTION PROJECTS				
Event	Day	Date	Time	Place
Request for Consultant Services Available	Thursday	May 28, 2015	3:00 PM	DFCM web site*
Mandatory Pre-submittal/Registration Meeting	Wednesday	June 10, 2015	10:00 AM	Room 4112 State Office Bldg Capitol Hill Complex SLC, UT 84114
Last Day to Submit Questions	Wednesday	June 17, 2015	4:00 PM	Gail Youngblood DFCM E- mail: gyoungblood@utah.gov
Addendum Deadline	Friday	June 19, 2015	2:00 PM	DFCM web site *
References, Statements of Qualifications, Management Plan, and Termination/Debarment Certifications Due	Wednesday	June 24, 2015	12:00 NOON	DFCM Room 4110 State Office Bldg Capitol Hill Complex SLC, UT 84114
Pre-Qualification Announcement	Tuesday	June 30, 2015	4:00 PM	DFCM web site*

* DFCM's web site address is www.dfc.utah.gov.

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

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 _, whose address is _, Utah 84 , hereinafter called the "Consultant."

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

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 of this Agreement,

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

ARTICLE 1. EXTENT OF AGREEMENT AND SCOPE OF WORK. This Agreement includes the provisions of the Solicitation for Consultant Services dated __ and all documents attached thereto and all of which are hereby incorporated by reference as a part of this Agreement as if fully set forth herein. Except as noted in an Attachment hereto, the Consultant's services shall include all work described in the Consultant's proposal dated __ which is attached hereto as Exhibit "A" and incorporated as part of this Agreement. 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 is fully set forth herein: the Solicitation for Consultant Services, and the current DFCM Design Manual, which Design Manual is applicable to Architect/Engineer (A/E) programming and similar A/E consultation/studies that may be used later by an A/E in design work. Any reference in the DFCM Design Manual to A/E shall be deemed to refer to the Consultant under this Agreement.

ARTICLE 2. TIME 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 ____.

ARTICLE 3. PAYMENT.

3.1 In accordance with the provisions and considerations set forth in this Agreement, the DFCM agrees to pay the Consultant a not-to-exceed sum of __ DOLLARS AND ____ CENTS (\$ _____) for the full and complete services included under the terms of this Agreement at the rates specified. This sum may be changed only by written authorization from the DFCM in the form of a modification to this Agreement properly executed by the DFCM.

3.2 **Incidental Services/Reimbursements.** Consultant shall provide all services as established by standard professional custom and practice. The Consultant reimbursements for this project have been estimated as a NOT-TO-EXCEED part of the fee and are allowed on (with no mark-up) as follows:

1. Travel/Lodging/Meals: only for the members whose distance of travel from their office to the site is greater than 100 miles from the servicing office location:

a. Travel: flights shall be coach on commercial airlines; personnel vehicle use will be reimbursed at the current Federally allowed reimbursement rate per mile; and incidental travel (taxi, bus, airport long term parking only, and other ground transportation) submit an original receipt for each item (tips for taxi, baggage, etc. are not reimbursable);

b. Lodging may be booked through the state and will be reimbursed at either the actual cost or the state rate (whichever is less). Tips for baggage, maid service, doormen, etc. are not reimbursable. The state rates are located at the following web address: <http://fleet.utah.gov/menu-state-travel/menu-in-state-travel.html>

c. For in-state travel, meal per diems are allowed at the state rate as identified at the following web address (tips and tax on meals are included in the per diem amount): <http://fleet.utah.gov/menu-state-travel/menu-in-state-travel.html>

d. For consultants traveling from out-of-state, meal per diems are allowed at the state rate as identified at the following address (tips and tax on meals are included in the per diem amount): <http://fleet.utah.gov/menu-state-travel/menu-out-of-state.html>

2. **Miscellaneous:** e.g. express mail, photos, long distance calls. An original invoice must be submitted for each item.

Exceptions to the above shall be approved by the DFCM Director in writing.

3.3 The 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 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 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. The DFCM shall provide written notice to the Consultant of any adjustment to or rejection of Consultant's invoice.

3.4 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.

3.5 The acceptance by the Consultant of final payment without a written protest filed with DFCM within three calendar days of receipt of final payment, shall release the DFCM from all claims and all liability to the Consultant for fees and costs of the performance of the services pursuant to this Agreement.

ARTICLE 4. CHANGES IN WORK. 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.

ARTICLE 5. CAD REQUIREMENTS. The Consultant shall follow the requirements, as applicable, of the DFCM CAD requirements provided in the DFCM Design Manual for any submissions.

ARTICLE 6. DOCUMENT OWNERSHIP. 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. Said documents 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.

ARTICLE 7. LEGAL RELATIONSHIP.

7.1 **Independent Contractor.** 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.

7.2 **No Authority to Bind State; Exceptions.** The Consultant shall have no authorization, expressed or implied, to bind the State of Utah, or the Division of Facilities Construction and Management to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for the State of Utah or DFCM, except as specifically set forth in this Agreement.

ARTICLE 8. 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.

ARTICLE 9. TERMINATION BY CONSULTANT. This Agreement may be terminated by Consultant upon seven 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 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 such 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 for 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 properly 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.

ARTICLE 10. 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 this 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 properly performed, plus reimbursables, under this Agreement up to 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 11. 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 and anyone for whom DFCM may be held liable from and against any and all claims, damages or liabilities arising from wrongful or negligent acts, errors or omissions of the Consultant, any of Consultant's subconsultants or subcontractors at any tier and anyone for whom Consultant may be liable.

ARTICLE 12. PRELIMINARY RESOLUTION EFFORTS, CLAIMS AND DISPUTES; GENERAL CONDITIONS REQUIREMENTS APPLY.

12.1 **General Conditions Requirements Apply.** The provisions of Articles 7.7 through and including 7.14 of the DFCM General Conditions dated May 25, 2005 and Supplemental General Conditions are on file with the DFCM as well as available on the DFCM website at (<http://dfcm.utah.gov/StdDocs/index.html>) and hereby incorporated by reference 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 Subcontracts at any tier under this Agreement, respectively. Unless inconsistent with the provisions of this Agreement, definitions in the DFCM General Conditions and Supplemental General Conditions shall apply to this Agreement.

12.2 **Time For Filing.** Notwithstanding paragraph 12.1 above, the PRE must be filed in writing with the DFCM Representative within twenty-one days of any of the following:

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

12.3 **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 13. 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. The following are minimum coverages that may be supplemented by additional requirements contained in Solicitation for Consultant Services or any other document used to procure Consultant's services.

13.1 **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.

13.2 **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

13.3 **Other Insurance Coverages.** Consultant shall maintain the following insurance at levels Consultant determines: Professional Liability Insurance (an Attachment to this Agreement may be more specific in regard to Professional Liability Insurance), 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.

13.4 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 14. 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 licensed 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 errors or omissions that do not meet this standard of care.

ARTICLE 15. USE OF “SALES AGENTS.” The Consultant warrants that no sales agent has been employed or retained except as indicated in writing to DFCM.

ARTICLE 16. LAWS, CODES AND REGULATIONS. Consultant and its Subconsultants shall use their best efforts consistent with the Standard of Care stated herein to comply with all applicable laws, codes, rules, regulations, ordinances and quality requirements applicable to the Project.

ARTICLE 17. DFCM REVIEWS, LIMITATIONS. The right of the DFCM or any entity/user to perform plan checks, plan reviews, other reviews and/or comment upon the work of the Consultant, as well as any approval by the DFCM, shall not be construed as relieving the Consultant from its professional and legal responsibility for services required under this Agreement. 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.

ARTICLE 18. 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.

ARTICLE 19. 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.

ARTICLE 20. 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:

20.1 **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.

20.2 **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.

20.3 **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.

20.4 **"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.

ARTICLE 21. 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.

ARTICLE 22. 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 in the Salt Lake County, State of Utah.

ARTICLE 23. 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.



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management**DFCM****FY16 Capital Improvement Projects List
Exhibit A**

Agency	Project Name	Amount Funded
	Historic Wendover Airfield	\$ 500,000
	Olympic Oval/Park - Expansion	\$ 9,000,000
ABC	Store 16 Sandy - New separate main drain line installation	\$ 82,500
ABC	Store 18 Cedar City - Sewer line repair from restrooms	\$ 11,000
ABC	Store 17 Orem - Dock leveler replacement	\$ 37,500
ABC	Store 40 Riverton - Stainless steel hand rail installation	\$ 40,251
ABC	Store 42 Hurricane - Erosion control and landscape renovation	\$ 65,336
ABC	Store 19 Pacific Ave Ogden – Storefront glass doors/operators replacement	\$ 12,000
ABC	Store 9 Murray – Roof access hatch installation and roof replacement	\$ 117,453
ABC	Store 22 Brigham City – Roof replacement	\$ 61,860
ABC	Warehouse – Roof slip/fall cable system addition	\$ 31,149
ABC	West Valley Liquor Store	\$ 4,447,900
Agriculture	William Spry Agriculture Building – Transformer relocation	\$ 15,000
Agriculture	Ogden Granary – Basement office rebuild	\$ 200,000
BATC	West Campus – Infrastructure	\$ 761,485
BATC	Main Campus – Pharmacy Tech Lab upgrade	\$ 262,161
Commerce	Rio Grande Depot Building – Window repair	\$ 80,922
Corrections - CUCF	Gate 4 - Asphalt	\$ 316,800
Corrections - CUCF	Gates 2,3,6 - Asphalt	\$ 387,780
Corrections - CUCF	Shooting Range - Asphalt	\$ 48,250
Corrections - CUCF	Warehouse – Asphalt	\$ 171,700
Corrections - CUCF	Sealcoat and stripe	\$ 99,800
Corrections - CUCF	Administration Road – Overlay	\$ 278,000
Corrections – Draper	Timpanogos – Asphalt	\$ 94,400
Corrections - CUCF	Existing shaker wire replacement	\$ 201,600
Corrections – Draper	Prison relocation	\$ 550,000,000
Corrections – AP&P	NUCCC – Boiler replacement	\$ 128,000
Corrections	Ogden Regional – Office remodel	\$ 20,000
Corrections – AP&P	Fremont CCC– Security camera upgrades	\$ 50,000
Corrections – AP&P	Bonneville CCC – Rooftop air handler replacement	\$ 127,374
Corrections – AP&P	Orange Street CCC – Flooring	\$ 73,135
Corrections – AP&P	Fremont CCC – HVAC upgrade	\$ 96,681

Corrections – AP&P	Fremont CCC – Data Room repair	\$ 31,365
Corrections – AP&P	Orange Street CCC – Dorm counter top and fixture replacement	\$ 57,383
Corrections – AP&P	Bonneville CCC – Offender entry	\$ 423,287
Corrections – AP&P	Orange Street CCC – Control room upgrade	\$ 46,165
Corrections – AP&P	Fremont CCC – Mop sink	\$ 34,479
Corrections – AP&P	Bonneville CCC – Light fixtures	\$ 75,977
Corrections – AP&P	Bonneville CCC – Ceiling tile replacement	\$ 15,427
Corrections – Draper	Oquirrh and Uinta – Smoke evacuation system repairs	\$ 387,740
Corrections – Draper	Boiler - Feed and transfer pumps	\$ 53,686
Corrections – Draper	South Point – Evaporative coolers	\$ 55,278
Corrections – Draper	Uinta 5 – Cameras (Utah Controls)	\$ 79,960
Corrections – Draper	Medical Room	\$ 18,953
Corrections – Draper	Acorn – Stainless steel fixtures	\$ 75,000
Corrections – Draper	UCI Dairy – Water loop	\$ 22,860
Corrections – Draper	Oquirrh 5 and Wasatch Admin – IC core locks	\$ 32,594
Corrections – Draper	Tower insulation	\$ 254,244
Courts	Matheson – Elevator modernization phase I	\$ 2,172,603
Courts	St. George – Smoke evacuation system controls replacement	\$ 30,114
Courts	Matheson – Sound system replacement phase 2	\$ 325,000
Courts	Provo – New courthouse	\$ 86,936,000
Courts	Matheson – Secure holding area plumbing repairs and upgrades	\$ 750,000
Courts	Orem – Replace six roof top units	\$ 82,205
Courts/DFCM	Tooele – Sidewalk and front step replacement	\$ 70,000
Courts	Brigham City – stair treads and riser landing replacement	\$ 40,075
Courts	Ogden Juvenile – Remodel for change in tenants	\$ 425,000
Courts	Ogden Juvenile – Elevator room cooling system replacement	\$ 45,000
Courts	ICAP Building – Roof replacement	\$ 42,060
CPB	State Capitol – Elevator replacement/modernization	\$ 60,000
CPB	State Capitol – Interior security	\$ 600,000
CPB	State Office Building – Server closet cooler installation	\$ 307,486
CPB	State Capitol – Controls Structureware upgrade	\$ 109,252
CPB	House and Senate Buildings – controls upgrade	\$ 183,968
CPB	State Office Building – Data communication rooms expansion	\$ 40,000
CPB	State Capitol/Senate/House Buildings – Perimeter ice/snow guard system	\$ 124,858
CPB	State Capitol – Exterior security	\$ 2,800,000
CPB	Mormon Battalion Monument – Concrete renovation/ADA ramp installation	\$ 180,595
CPB	State Capitol – Rotunda glass replacement	\$ 314,090
CPB	State Capitol – Concrete repair/east public transit entrance replacement	\$ 272,207
CPB	Travel Council – Exterior stone repair investigation	\$ 25,094
DATC	Main Campus – Restrooms ADA upgrade phase 1	\$ 465,000
DATC	Main Campus – Motor sports garage classroom upgrades	\$ 265,000
DATC	Freeport West – Roof replacement	\$ 413,285
DFCM	Provo Regional Center – Elevator (including Terrace) replacement	\$ 1,002,935
DFCM	Rampton Bldg – Paving improvements phase 4	\$ 620,051
DFCM	Heber M. Wells Bldg – North parking lot repair	\$ 101,234

DFCM	Richfield DTS – Alternative site AC system upgrade	\$ 561,246
DFCM	Richfield DTS – Alternative site new water line installation	\$ 50,000
DFCM	Rampton Bldg – IT Rooms (VOIP) AC installation	\$ 224,988
DFCM	Academy Square – Chiller enclosure drain installation – Rain gutter repair/heat tape installation – Electrical transformer protection/bollard installation	\$ 44,413
DFCM	Provo Regional Center – Lighting controls system upgrade	\$ 115,000
DFCM	Ogden Regional Center – DVR/cameras upgrade	\$ 94,909
DFCM	Heber M. Wells Bldg – Parking garage power clean/restripe	\$ 80,000
DFCM	Rampton Bldg – Irrigation system controllers/wiring/126 valves replacement	\$ 148,000
DFCM	Rampton Bldg – Outside lighting LED upgrade	\$ 150,616
DFCM	Ogden Regional Center – Carpet replacement	\$ 297,625
DFCM	Highland Plaza – Fire suppression water line replacement	\$ 252,000
DFCM	Freeport Archives Microfilm Storage Area – Project 14132310 addn funding	\$ 42,500
DFCM	Moab Regional Center – Reroof	\$ 375,000
DFCM	Governor’s Mansion – HVAC controls upgrade – Chilled water strainers replacement – Exterior painting/masonry repointing – Resolder copper roof joints - Kitchen and basement remodel	\$ 1,424,123
DFCM	Rampton Bldg – Outside, mixed, and return air damper replacement	\$ 34,800
DNR	Price DNR – Maintenance parking lot replacement	\$ 214,772
DNR	DNR West Building B – Cooling tower enclosure	\$ 25,000
DNR	DNR West Building B – HVAC controls retrofit	\$ 185,036
DNR	DNR Hazmat - Wall and door upgrades	\$ 335,488
DSU	Pneumatic controls replacement with electronic HVAC controls	\$ 150,058
DSU	Lower campus irrigation system improvements	\$ 150,058
DSU	All Buildings – Electrical metering	\$ 75,469
DSU	Smith Computer Center – Remodel	\$ 500,705
DSU	Science Building – Elevator modernization	\$ 25,295
DSU	Campus Master Plan – Planning/updating	\$ 250,000
DSU	Map of Campus – Planning/geographic information system	\$ 225,768
DSU	General Campus – Parking lot maintenance	\$ 28,216
DSU	Smith Computer Center/Burns Arena – Parking lot/pavement improvement	\$ 314,204
DSU	New Student Housing	\$ 21,500,000
DSU	Plaza Classroom and Land Purchase	\$ 2,500,000
DSU	ROTC Building – Roof replacement	\$ 61,499
DSU	Fitness Building – Roof replacement	\$ 173,137
DWS	RC1 -75 ton RTU replacement	\$ 191,000
DWS	Richfield - Air handler/boiler/outside air dampers replacement	\$ 375,000
DWS	Vernal - Emergency lighting battery backup system replacement	\$ 20,000
DWS	South Ogden - Public stairway/guardrails/handrails safety upgrades	\$ 19,089
DWS	Metro North/South Main Entrance – Replacement	\$ 143,494
DWS	Vernal - RTU replacement	\$ 221,524
DXATC	ERTC – Fencing	\$ 50,645
DXATC	ERTC – Chip seal/slurry asphalt west of building	\$ 69,598
DXATC	Permanent Campus	\$ 44,900,000

Education	USDB Sat Lake Campus Building	\$ 14,500,000
Education	State Library for Blind/Visually Impaired – Roof replacement	\$ 1,428,700
Education	Office of Education – Lighting panel upgrade	\$ 250,000
Education	Taylorsville Deaf Center – Fire panel replacement	\$ 150,000
Fairpark	Grand Building – Roof replacement w/soffit and fascia painting	\$ 306,851
Fairpark	Zion Building - Roof replacement	\$ 124,288
Fairpark	Grand Building – Restrooms renovation	\$ 317,135
Fairpark	Dairy/Milk/Goat Barns – Brick/exterior repairs	\$ 44,628
Fairpark	Various Buildings – Electrical panel replacement	\$ 198,604
Fairpark	Market/Sheep Barn – Window/door replacement	\$ 378,547
Fairpark	West and North – New exterior fencing	\$ 367,785
GOED	St. George Welcome Center	\$ 1,800,000
Health	Cannon Health Bldg – Fan wall	\$ 100,000
Health	Cannon Health Bldg – Ductless split air units addition	\$ 206,700
Health	Unified Lab – Repair constructions issues related to drains in the labs	\$ 28,011
Health	Cannon Health Bldg – Lighting retrofit (to new energy efficiency standards)	\$ 250,000
Health	Unified Lab – Biosafety cabinets replacement	\$ 424,568
DHS	USDC Quailrun Lodge – HVAC system replacement	\$ 888,150
DHS	USDC Evergreen – Electrical service feed upgrade (DFCM request)	\$ 274,314
DHS	USDC - Steam line replacement phase	\$ 2,500,000
DHS	DJJS Slate Canyon Youth Center – Administration sewer improvements	\$ 203,351
DHS	DJJS Split Mountain Youth Center - Reroof	\$ 300,000
DHS	DJJS Weber V alley Multi-Use Youth Center	\$ 19,630,000
DHS	DJJS Decker Lake – Fire alarm and telephone/data replacement	\$ 186,809
DHS	DJJS Wasatch Youth Center – Security/intercom system upgrade	\$ 250,000
DHS	DJJS Wasatch Youth Center – Fire alarm system upgrade	\$ 175,240
DHS	DJJS Wasatch Youth Center – Stairs/ADA ramp improvements	\$ 205,691
DHS	State Hospital Administration – Fire alarm system replacement	\$ 108,478
DHS	DJJS Slate Canyon Yth Ctr – Fire alarm system/emergency exit light upgrade	\$ 187,000
MATC	Parking expansion	\$ 332,668
MATC	Welding renovation	\$ 358,085
MATC	Make-up air unit	\$ 46,860
MATC	Office remodel	\$ 210,481
Natl Guard	Richfield Armory – Parking lot replacement	\$ 211,465
Natl Guard	Camp Williams 65 th FIB – Parking lot replacement	\$ 289,500
Natl Guard	Manti Armory – Roof replacement	\$ 318,567
Natl Guard	Logan Armory – Domestic water heating equipment/water piping replacement	\$ 201,500
Natl Guard	Orem Readiness Center – VAV replacement and new controls	\$ 245,500
Natl Guard	Camp Williams Bldg 9000 – Boiler upgrade/replacement	\$ 867,700
Natl Guard	Manti Armory – Electrical panels separate neutrals/grounding wires	\$ \$117,500
Natl Guard	Spanish Fork Readiness Center – Entrance remodel	\$ 548,878
OWATC	BDO Campus – Roof, membrane, seismic, and structural upgrade	\$ 1,500,000

Parks & Recreation	Snow Canyon SP Main Campground - Asphalt repairs	\$ 325,456
Parks & Recreation	Yuba Lake SP Oasis Campground - Asphalt repair	\$ 410,915
Parks & Recreation	Scofield SP Madsen Bay Campground – Restroom replacement	\$ 349,000
Parks & Recreation	Dead Horse Point SP – New campground	\$ 5,000,000
Parks & Recreation	Goblin Valley SP – Access road fencing	\$ 135,000
Parks & Recreation	Edge of the Cedars SP – Partial reroof	\$ 88,996
Parks & Recreation	Utah Lake SP – Dredging	\$ 1,500,000
Parks & Recreation	Great Salt Lake SP – Dredging	\$ 1,500,000
Parks & Recreation	Rockport SP Entrance Station/Office – Replacement	\$ 433,400
Parks & Recreation	Bear Lake SP Marina – Dock replacement phase 2	\$ 500,000
Parks & Recreation	Bear Lake SP Rendezvous Campground – Restroom replacement	\$ 300,000
Parks & Recreation	Deer Creek SP Maintenance Building – Replacement	\$ 325,000
Parks & Recreation	Steinaker SP Boat Ramp – Restroom replacement	\$ 300,000
Public Safety	West Valley Driver License – Additional parking lot entrance installation	\$ 43,697
Public Safety	Murray Highway Patrol – HVAC controls replacement	\$ 105,738
Public Safety	DLDMW – Landscaping improvements	\$ 134,653
Public Safety	DLDMW – Building front end automation replacement	\$ 10,358
Public Safety	Taylorville BCI Office – Roof replacement	\$ 272,407
Public Safety	Murray Highway Patrol Data Center - Roof replacement	\$ 80,575
Public Safety	DLDMW – New storefront	\$ 40,201
Public Safety	Box Elder DPS – Consolidation	\$ 2,500,000
Public Safety	Unified State Lab	\$ 39,741,500
Public Safety	Vernal Drivers License Building	\$ 400,000
SLCC - RRC/SCC/JC	Parking lot - Slurry seal	\$ 808,877
SLCC - RRC	ATC - Chilled water line	\$ 204,375
SLCC	Fencing	\$ 250,000
SLCC – RRC/LHM	Complete proximity lock installation	\$ 500,000
SLCC - SCC	SCM – Restroom remodel phase 2	\$ 592,723
SLCC - RRC	Alder Amphitheater – Concrete replacement	\$ 75,402
SLCC - RRC	S&I – Sidewalk replacement	\$ 48,337
SLCC - SCC	SCM – Electrical panel upgrade phase 2	\$ 125,000
SLCC – RRC	Technology Bldg – West concrete stair replacement	\$ 159,339
SLCC - SCC	Parapet walls/corners - Brick/masonry repair phase 2	\$ 750,000
SLCC – RRC	ATC – Window/door replacement	\$ 380,330
SLCC – RRC	Construction Trades – Chilled water pump/motor replacement	\$ 31,250
SLCC - SCC	Strength/Conditioning Center	\$ 3,900,000
SLCC	Building utility metering	\$ 664,015
Snow – Richfield	North boundary security fence and roadway	\$ 177,643
Snow – Ephraim	New Science Building	\$ 22,937,000
Snow – Richfield	Evaporative condensing chiller unit – replacement	\$ 364,000
Snow – Ephraim	Steam/condensate – Replacement	\$ 609,211
Snow – Ephraim	Public restroom/locker room/shower – Remodel	\$ 609,211
Snow	Heat Plant – Switchgear replacement	\$ 75,000
SUU	ADA – Concrete replacement	\$ 165,000
SUU	Facilities Management Shops – Restroom expansion	\$ 375,000

SUU	Music – Air handler replacement	\$ 180,000
SUU	General Classroom – Chiller replacement	\$ 195,000
SUU	Medium voltage – Upgrade phase 3	\$ 190,000
SUU	Water line – Metering installation	\$ 180,000
SUU	Various locations – Fire alarm replacement	\$ 80,000
SUU	General Classroom – Air handler replacement	\$ 65,000
SUU	Library – Building automation	\$ 90,000
SUU	Institutional Residence – HVAC unit replacement	\$ 35,000
SUU	Braithwaite – Window/frame upgrade	\$ 228,000
SUU	Hunter Conference Center – Lighting system replacement	\$ 95,000
SUU	Building – Transformer replacement phase 1	\$ 190,000
SUU	1150 West – Storm water drainage improvements	\$ 85,000
SUU	Student Center – Parking lot replacement	\$ 413,830
SUU	Science Building – Roof replacement	\$ 400,000
TATC	Maintenance Garage	\$ 225,000
Tax Commission	Chiller replacement	\$ 500,000
Tax Commission	Cooling tower/pump replacement	\$ 188,500
Tax Commission	Door hardware replacement/ADA door opener addition	\$ 362,591
UBATC	CDL Range – Relocation	\$ 1,200,000
UBATC	HVAC building controls/fire alarm system/electrical switchboards upgrades	\$ 649,400
UDOT	Region 4 Various Locations – Heater upgrades	\$ 100,004
UDOT	Scipio Station Storage Shed - Emergency power	\$ 28,000
UDOT	Gunnison Station – Floor repairs	\$ 12,937
UDOT	Delta Station Shed - Floor drain modification	\$ 60,000
UDOT/DFCM	Orem Region 3 – Runoff catch basin installation	\$ 40,329
UDOT	Material Testing Center – Reroof	\$ 116,741
UDOT/DFCM	Maintenance Testing Facility – Outside lighting LED upgrade	\$ 35,000
UDOT	Salt Lake East Station – Plumbing replacement	\$ 128,502
UDOT	Richmond Station – Water line upgrade	\$ 303,126
UDOT	Huntsville Station – Service pit	\$ 50,000
UDOT	Logan Station – Service pit	\$ 50,000
UDOT	Bothwell Station – Service pit	\$ 50,000
UDOT	Logan Summit Station – Oil service pit replacement	\$ 53,794
UDOT	Salt Lake Northwest Station – Overhead door replacement/service pit upgrade	\$ 74,995
UDOT	Roosevelt Station – Trench drain replacement	\$ 25,000
U of U	Huntsman Cancer Research Center	\$ 9,500,000
U of U	Student Services Building – Reroof	\$ 439,931
U of U	Research Administration Building – Reroof	\$ 163,871
U of U	Orson Spencer Hall – Redevelopment	\$ 60,000,000
U of U	Crocker Science Center	\$ 55,000,000
U of U	Alumni House – Expansion and renovation	\$ 10,000,000
U of U	Browning Building – Addition	\$ 8,200,000

USU	Fine Arts Complex – Renovation	\$ 12,500,000
USU	Clinical Services Building	\$ 30,000,000
USU	Valley View Residence Hall – Replacement	\$ 23,100,000
USU	Romney Stadium – Renovation	\$ 31,000,000
USU	Botanical Center	\$ 1,250,000
UVU	Campus Drive – Repaving and miscellaneous concrete projects	\$ 274,216
UVU	Campus Driveway – Repaving	\$ 319,156
UVU	Liberal Arts – VAV controllers reheat valve change out	\$ 204,327
UVU	Auto Shop – Hastings natural gas units replacement	\$ 56,941
UVU	Gunther Technology Bldg 3 rd Level - AHU upgrade	\$ 579,124
UVU	Gunther Technology Bldg Wood Shop – Exhaust upgrade	\$ 57,657
UVU	McKay Education – Multi-zone AHU/zone dampers replacement	\$ 673,556
UVU	Business Bldg – Exterior stair removal/replacement	\$ 110,182
UVU	Lighting improvements and upgrades	\$ 600,580
UVU	Liberal Arts/Library – Vestibule installation	\$ 50,012
UVU	HP Building – Supply/return fan HVAC replacement	\$ 340,210
UVU	Student Activity Center	\$ 1,500,000
UVU	Health Professionals Bldg – Roof/window replacement	\$ 745,000
VA	Cemetery Admin – Heating/cooling system/chapel audio system replacement	\$ 27,590
VA	Payson Veterans Nursing Home – Storage facility	\$ 175,000
Wildlife Resources	Mammoth Creek Hatchery – Electrical systems replacement/upgrade	\$ 154,000
Wildlife Resources	Mammoth Creek Hatchery – HVAC energy efficiency upgrades	\$ 44,000
Wildlife Resources	DNR Richfield Regional Office	\$ 1,856,005
Wildlife Resources	Lee Kay Shooting Range – Pavement improvements	\$ 142,332
Wildlife Resources	Glenwood Hatchery – Electrical systems replacement/upgrade	\$ 154,000
Wildlife Resources	Glenwood Hatchery - HVAC energy efficiency upgrades	\$ 44,000
Wildlife Resources	Springville Hatchery/Central Region – Electrical repairs	\$ 30,000
Wildlife Resources	Springville Hatchery Eyeing Room – Renovation	\$ 350,000
Wildlife Resources	Farmington Bay HQ Waterfowl Management Area – Pavement improvements	\$ 150,000
Wildlife Resources	Ogden Bay – Existing pavement overlay	\$ 230,000
Wildlife Resources	Great Salt Lake Nature Center	\$ 2,100,000
Wildlife Resources	Midway Hatchery – Roofing improvements	\$ 70,708
Wildlife Resources	Mammoth Creek Fish Hatchery Residence Buildings – Reroof	\$ 76,874
Wildlife Resources	Fisheries Experiment Station – HVAC efficiency repairs	\$ 94,284
Wildlife Resources	Cache Valley Shooting Range – Pavement improvements	\$ 280,454
Wildlife Resources	Flaming Gorge Bunkhouse – Replacement	\$ 350,000
WSU	Browning Center – Roof replacement phase 1	\$ 584,000
WSU	Stewart Library – Upgrades phase 2	\$ 1,250,000
WSU	High Voltage Substation/Building – Switching upgrades phase 4	\$ 235,000
WSU	Tracy Hall – Medium voltage electrical (add to loop)	\$ 249,000
WSU	Miller Administration Bldg – HVAC mech/controls/fire suppression upgrades	\$ 750,000
WSU	Marriott Allied Health – Controls upgrade to DDC	\$ 350,000
WSU	Utility Infrastructure – Repairs/upgrades phase 5	\$ 240,000
WSU	W8 Parking Lot – Renovation	\$ 374,000
WSU	Wildcat Center Drive – Asphalt road renovations	\$ 75,000

WSU	Wattis Business Bldg – Controls upgrade (pneumatic to DDC)	\$ 242,000
WSU	Browning Center – Seating	\$ 1,000,000

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

Exhibit B

Effective on New Projects Assigned Beginning Date April 20, 2015

BUILDING, PLUMBING, MECHANICAL & ELECTRICAL INSPECTIONS UNIT RATES

Inspections		71.50	Per Hr.
Travel Time		80.00	Per Hr.

MATERIAL TESTING & SPECIAL INSPECTION UNIT RATES 2009

Category	Approved Rate		
SOILS AND AGGREGATES			
In-place density tests (Soils Technician)	\$	42.00	Per HR.
Proctor-standard	\$	112.00	Each
Proctor-modified	\$	112.00	Each
Atterberg Limits	\$	42.00	Each
Gradation Analysis (PI)	\$	49.00	Each
STRUCTURAL STEEL, WELDING & FIREPROOFING			
Structural steel and welding special inspector	\$	56.00	Per HR.
Fireproofing special inspector	\$	50.00	Per HR.
Fireproofing lab density	\$	53.00	Each
Non-destructive testing (ultrasonic, magnetic particle)			
CWI	\$	56.00	Per HR.
UT	\$	53.00	Per HR.
MPT	\$	53.00	Per HR.
RT (2 man crew IR-192)	\$	100.00	Per HR.
CONCRETE TESTING			
ACI level I sampling technician	\$	38.00	Per HR.
ACI level II ICC special inspector	\$	49.00	Per HR.
Concrete cylinders compressive strength	\$	15.00	Each
Concrete and shot crete cores	Pre-approval required	As negotiated in advance	
MASONRY			
ICC special inspector	\$	51.00	Per HR.
Compression, composite prisms	\$	56.00	Each
Grout compressive strength	\$	29.00	Each
ASPHALT			
Asphalt Inspector including density tests	\$	43.00	Per HR.
Theoretical maximum specific gravity (Rice)	\$	120.00	Each
Asphalt cores	\$	62.00	Each
Core density	\$	35.00	Each
Field Marshall (3 specimen set)	\$	105.00	3 Set
Field Marshall with stability & flow (3 specimen set)	\$	170.00	3 Set
PROJECT ENGINEERING & MANAGEMENT			
		Pre-approval required	
Engineering technician	\$	43.00	Per HR.
Staff Engineer	\$	80.00	Per HR.
Professional Engineer (P.E.)	\$	100.00	Per HR.
Miscellaneous			
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