



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

MULTI-STEP BIDDING PROCESS

FOR

GENERAL / MECHANICAL ELECTRICAL / ROOFING AND PAVING CONTRACTORS

FY2011 CAPITAL IMPROVEMENTS PROJECTS

**Stage I
Multiple Projects
Request for Submittals**

RFS #1FY2011

May 11, 2010

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Current copies of the following documents are hereby made part of these contract documents by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov/StdDocs/index.html> “Standard Documents” “Reference Documents I” – “Item 6. Supplemental General Conditions” or are available upon request from DFCM:

DFCM Supplemental General Conditions dated July 1, 2009 *

DFCM Supplemental General Conditions dated July 15, 2008

DFCM General Conditions dated May 25, 2005

*** NOTE: THE NEW SUPPLEMENTAL GENERAL CONDITIONS EFFECTIVE JULY 1, 2009 ADDRESSING HEALTH INSURANCE AND IMMIGRATION ARE REFERENCED AT THE LINK ABOVE.**

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

NOTICE TO CONTRACTORS

The State of Utah - Division of Facilities Construction and Management (DFCM) is requesting submissions (unpriced technical offers) for the following:

MULTI-STEP BIDDING PROCESS FOR GENERAL, MECHANICAL, ELECTRICAL, ROOFING, AND PAVING CONTRACTORS FOR MULTIPLE PROJECTS

DFCM is entering into a Multi-Step Bidding Process for General, Mechanical, Electrical, Roofing, and Paving Contractors for DFCM Capital Improvement Projects (projects less than \$2.5 million dollars). Stage I will involve the pre-qualification of contractors based on the selection criteria outlined in the bidding documents contained herein. During Stage II, pre-qualified contractors will be invited to submit bids on a series of projects listed herein. Pre-qualified contractors will NOT be required to bid on every project listed herein in Stage II.

Contractors previously pre-qualified by DFCM through the individual FY2010 Stage I “Two-Stage Bidding Process Short-Listing of General and Roofing Contractors” (see attached lists) will NOT remain on DFCM’s list of pre-qualified contractors this year and are required to pre-qualify in Stage I.

All contractors responding to this procurement must comply with and require all of their subcontractors to comply with the license laws as required by the State of Utah.

The Stage I bidding documents, including the pre-qualification requirements and schedule, will be available at 2:00 PM on Tuesday, May 11, 2010 on the DFCM web page at <http://www.dfc.utah.gov> and from DFCM at the State Office Building, Room 4110, Salt Lake City, Utah 84114. For questions regarding this Stage I solicitation, please contact Lynn Hinrichs, DFCM, at (801) 538-3255. No others are to be contacted regarding this solicitation. A **mandatory** pre-submittal meeting to discuss the multistep bidding process will be held at 3:00 PM on Monday, May 24, 2010 in the 1st Floor Auditorium, State Office Building, Salt Lake City, Utah.

When bidding on each individual project during Stage II, registered pre-qualified contractors and contractors prequalified in Stage I will be required to submit a Bid Bond in the amount of five percent (5%) of the bid amount, made payable to the Division of Facilities Construction and Management on DFCM’s Bid Bond Form. A Bid Bond must accompany each bid.

The Division of Facilities Construction & Management reserves the right to reject any or all submittals/bids or to waive any formality or technicality in any submittal/bid in the interest of the State.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
MARLA WORKMAN, CONTRACT COORDINATOR
4110 State Office Bldg., Salt Lake City, Utah 84114

PROJECT DESCRIPTION

DFCM is entering into a Multi-Step Bidding Process for General, Mechanical, Electrical, Roofing, and Paving Contractors for DFCM Capital Improvement Projects (under \$2.5 million dollars). Stage I will involve the pre-qualification (unpriced technical offers) of contractors based on the criteria outlined in this document. During Stage II, pre-qualified contractors will be invited to submit bids on a series of identified projects (see attached list of potential projects). While projects may be removed from this list, projects will not be added. The final contractor selection will be based on the lowest responsive and responsible bid as provided in the Stage II documents. Pre-qualified contractors will NOT be required to bid on every project listed and will not be penalized for electing not to bid on a particular project.

The only contractors allowed to bid on the projects listed in this multi-step procurement process will be contractors that are pre-qualified by the selection committee in Stage I of this multi-step process.

Pre-qualified contractors are ONLY authorized to bid on projects within the discipline that they were originally pre-qualified under. For example, a pre-qualified mechanical contractor is not authorized to bid on general contractor work unless they go through the Stage I process and are pre-qualified by a selection committee as a general contractor.

Individual contractors or alliances between two or more contractors are allowed in this process to form a team. However, one contractor or firm MUST be declared as the lead firm representing the team. If the team is prequalified through this multi-step process, the state will only enter into contracts with the lead contractor or firm. The lead contractor or firm must be licensed by the State of Utah and comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah

**STAGE I
MULTI-STEP BIDDING PROCESS PRE-QUALIFICATION
(UNPRICED TECHNICAL OFFERS)
FOR DFCM CAPITAL IMPROVEMENT PROJECTS**

The pre-qualification of contractors will be based on the selection criteria outlined in this document.

1. Stage I – Multi-Step Bidding Documents

The Stage I bidding documents consist of all of the information contained in this solicitation and all documents listed in the Table of Contents. All said documents are incorporated in this document by reference.

2. Availability of Documents

Bidding documents are available free of charge at the location stated on the Schedule. The bidding documents are also available at DFCM web site at <http://www.dfc.utah.gov>.

3. Contact Information

Except as authorized by the DFCM Representative or as otherwise stated in the bidding documents or the pre-submittal meeting, communication during the multi-step bidding process shall be directed to the specified DFCM Representative. In order to maintain the fair and equitable treatment of everyone, contractors shall not unduly contact or offer gifts or gratuities to owners, 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 bidding documents are issued as the project is developed, and extends through the award of a contract. Failure to comply with this requirement may result in a disqualification from the multi-step bidding process. Contractors should be aware that the selection committee members will be required to certify that they have not been contacted by any of the contractors in an attempt to influence the selection process.

4. Requests for Information

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

Lynn Hinrichs, Assistant Director
Division of Facilities Construction and Management
State Office Building, Room 4110, Salt Lake City, Utah 84114
E-mail: lynnhinrichs@utah.gov
Phone: 801-538-3255
Facsimile: 801-538-3267

5. Schedule

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

6. Mandatory Pre-Submittal Meeting

A **mandatory** pre-submittal meeting will be held on the date and time and at the location listed on the Stage I Schedule. During the meeting, a presentation will be made on the multi-step bidding process. Firms desiring additional information about the multi-step bidding process or proposed projects may ask questions at this meeting. Attendance at this meeting is required.

7. **Submittal Due Dates and Times**

All required submittals must be delivered to, and received by, the Division of Facilities Construction and Management by the time deadline established in the Schedule. Submittals received after the specified time deadline will not be accepted. Please allow adequate time for delivery. If using a courier service, the contractor is responsible for ensuring that delivery will be made directly to the required location prior to the deadline. Previously pre-qualified contractors are required to submit all RFS required information due to the desire to limit the short-listed contractors to a specifically approved number.

8. **Last Day to Submit Questions**

Questions must be submitted in writing to **Lynn Hinrichs** at DFCM by the deadline listed on the Schedule.

9. **Addenda**

All clarifications will be in writing and issued as addenda to the RFS. Addenda will be posted on DFCM's web site at <http://www.dfc.utah.gov>. **Contractors are responsible for obtaining information contained in the addenda from the web site. Any addenda issued prior to the submittal deadline shall become part of the multi-step bidding process and any information required must be included in the contractor's submittal.**

10. **Bid Bond Requirements**

During Stage II, pre-qualified contractors will be required to submit a bid bond in the amount of five percent (5%) of the bid amount made payable to the Division of Facilities Construction and Management on all bids. **The bid bond must be on the "Bid Bond Form" provided in this RFS in order to be considered an acceptable bid.** If the bid bond security is submitted on a form other than DFCM's required "Bid Bond Form" and the bid security meets all other legal requirements, the contractor will be allowed to provide an acceptable bid bond by the close of business on the next business day following notification by DFCM of submission of a defective bid bond security.

Firms responding to Stage I must be capable of complying with these bid bond requirements or they will not be pre-qualified. Pre-qualified firms that fail to comply with the bid bond requirements during Stage II may be removed from the pre-qualified list.

11. **Performance and References**

DFCM will rate each firm's performance on every project worked on (rating scale: 1 = low; 5 = high). The rating may include comments from agencies. The firm will have an opportunity to review and comment on their ratings. Ratings on DFCM projects over the previous five years will be provided to the selection committee for their consideration in evaluating and scoring the past performance of each firm. If a firm has not completed at least three DFCM projects in the last five years, they shall provide by the time indicated on the Stage I Schedule, a list of references on additional projects for a total of five projects. References should include:

- (a) name and address of the project
- (b) name and phone number of the person able to answer questions about the project
- (c) date when the work was completed
- (d) the cost of the project and the type of project (school, office, warehouse, etc)

12. Statement of Qualifications

The contractor shall provide three copies of a statement of qualifications by the time indicated on the Stage I Schedule. The statement should describe:

- (a) the financial viability of the firm/team
- (b) the experience, skill level, and questions of the firm/team including project managers/site superintendents
- (c) examples of similar projects completed by the firm/team and project managers/site superintendents
- (d) the firm's/team's areas of expertise and other special qualifications
- (e) the firm's team's track record of completing projects on time and within budget
- (f) the firm's/team's reputation and commitment to high quality workmanship
- (g) the firm's/team's ability to comply with the bonding requirements outlined in Section 10 above.

The statement of qualifications should be concise (**limit 2 pages**), yet contain sufficient information for evaluation by the selection committee. Note: If multiple forms combine to form a team in order to qualify, only the lead contractor or firm will be allowed to bid on projects. In addition, if any member of the team (contractor or firm) withdraws from the team, the entire team is disqualified from the pre-qualified list and will not be allowed to bid on projects in Stage II.

13. Project Management Approach

Each firm/team shall provide three copies of a document describing their approach to project management by the time indicated on the Stage I Schedule. The document should include:

- (a) the process used for selecting and managing subcontractors
- (b) a description of how the firm/team will be organized (document who is in charge with decision-making authority)
- (c) the method used to develop a project schedule to ensure that projects are completed on time including the process used to determine when long-lead materials and equipment are ordered
- (d) the actions that will be taken (plan) to bring a project back on schedule if it has fallen behind schedule
- (e) the procedures in place to minimize change orders
- (f) the methodology used to ensure the accuracy of bids
- (g) the approach to site security and project safety
- (h) the firm's/team's understanding of DFCM's construction management policies and procedures
- (i) any other information that will assist the selection committee in evaluating the firm's/team's approach to project management.

Include an organization chart of key personnel and a description of their duties. 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.

14. Selection Committee

The selection committee will evaluate and score each firm/team. Committee members may include individuals from the DFCM, state agencies, institutions of higher education, representatives from the design and construction disciplines, or others deemed appropriate by the DFCM.

15. Interviews

Firms will be notified of the date and time of their interview. Otherwise, the selection committee reserves the right to pre-qualify firms/teams based on their submitted past performance ratings/references, statement of qualification, and project management approach.

If necessary, interviews will be conducted with all responsive and responsible contractors. Firms that are late or do not appear for the interview may be disqualified by the committee. The evaluation will be made using the selection criteria noted in this document. Information provided by the past performance/references, statement of qualifications, project management approach, and the interview will be evaluated using the selection criteria as the basis for the selection. The purpose of the interview is to allow contractors an opportunity to present their qualifications, discuss past performance/references/ and describe their project management approach. It will also provide an opportunity for the selection committee to ask questions about these items. Firms may elect to have management personnel, project managers, and superintendents in attendance. Attendance of subcontractors is at the discretion of the contractor. The method of presentation is at the discretion of the contractor. The interviews will be held on the date and at the place specified in the Stage I Schedule.

16. Selection Criteria

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

- A. **Performance Rating/References.** The committee will evaluate and score each firm's/team's past performance rating and references in accordance with the information outlined in Section 11 above as well as additional information about the firm's/team's performance ratings/references presented during the interview. **Possible Points: 35.**
- B. **Statement of Qualifications.** The committee will evaluate and score each firm's/team's qualifications in accordance with the information outlined in Section 12 above as well as additional information about the firm's/team's qualifications presented during the interview. **Possible Points: 35**
- C. **Project Management Approach.** The committee will evaluate and score each firm's/team's project management approach in accordance with the information outlined in Section 13 above as well as additional information about the firm's/team's project management approach presented during the interview. **Possible Points: 30.**

TOTAL POSSIBLE POINTS = 100

17. Pre-Qualification

Firms/teams achieving a **total score of 85 or greater** by the selection committee will be added to DFCM’s list of pre-qualified contractors and will be invited to bid on the projects listed herein during Stage II, except that DFCM will limit the short-list to the following maximum number of firms per trade:

General Contractors	20
Mechanical Contractors	8
Electrical Contractors	6
Roofing Contractors	10
Paving Contractors	5

During Stage II, the final contractor selection for each project will be based on the lowest responsive and responsible bidder as provided on the Stage II documents. **NOTE: The DFCM will soon employ an internet-based bidding system that will likely affect many of the projects listed in this solicitation, and more particularly the Stage II solicitations. Although details about this process will be presented at a later date, DFCM intends to continue to honor paper bids for some period into the future.**

The only contractors allowed to bid on the projects listed in this multi-step procurement process will be contractors that are pre-qualified by the selection committee in Stage I of this multi-step process. Pre-qualified contractors shall remain on DFCM’s list of prequalified contractors for the duration of the listed projects attached, provided:

- (a) they maintain a performance rating of 4 or greater on each DFCM project
- (b) they are not suspended for poor performance or failure to comply with the requirements of their contract
- (c) the firm has not undergone a significant reorganization involving the loss of key personnel (site superintendents, project managers, owners, etc). to a degree such that the firm no longer meets the pre-qualification requirements outlined in this document
- (d) the financial viability of the firm has not significantly changed
- (e) the firm is not otherwise disqualified by DFCM

Pre-qualified contractors are **ONLY** authorized to bid on projects within the discipline under which they were originally pre-qualified. For example, a pre-qualified mechanical contractor is not authorized to bid on general contractor work unless they go through the Stage I process and are pre-qualified by a selection committee as a general contractor.

18. Trade Secrets or Confidential Matters

Any submitter may designate those portions of the submittals which contain trade secrets or other confidential matters that the Governmental Records and Access Management Act (GRAMA) would allow to be a protected record. Any disclosure of submittals or portions thereof shall be in accordance with GRAMA and State law.



STAGE I - SCHEDULE

PROJECT NAME: RFS #1 FY 2011 STAGE I – PRE-QUALIFICATION SUBMITTAL GENERAL/MECHANICAL/ELECTRICAL/ROOFING AND PAVING CONTRACTORS				
Event	Day	Date	Time	Place
Bidding Documents Available	Tuesday	May 11, 2010	2:00 PM	DFCM State Office Bldg, Room 4110 SLC, UT and the DFCM web site *
Mandatory Pre-Submittal Meeting	Monday	May 24, 2010	3:00 PM	Auditorium (1 st Floor) State Office Building SLC, UT
Questions (in writing)	Wednesday	May 26, 2010	12:00 NOON	Lynn Hinrichs – DFCM E-mail lynnhinrichs@utah.gov
Addendum Issued Responding to Questions (if needed)	Thursday	May 27, 2010	2:00 PM	DFCM web site *
List of References, Statement of Qualifications, Project Management Approach	Tuesday	June 1, 2010	2:00 PM	Dana Edwards – DFCM State Office Bldg, Room 4110 SLC, UT
Interviews by Selection Commitee (if needed)	Wednesday – Thursday	June 9 – 10, 2010	TBA	State Office Bldg, Room 4110 SLC, UT
Pre-Qualified List Announced	Monday	June 14, 2010		DFCM web site *

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

STAGE II - MULTI-STEP BIDDING PROCESS

Only firms on DFCM's "Pre-Qualified List" of Contractors are allowed to participate in Stage II

1. Invitational Bid Procedures

DFCM will notify each pre-qualified firm (via fax or e-mail) when a project is ready for construction services and invite them to bid on the project;

A description of the work and a set of plans/specifications will be available on CDs at the DFCM offices as well as on the DFCM web site <http://www.dfcu.utah.gov>.

A schedule will be provided in the documents showing critical dates including site meetings (if mandatory), questions/answer period, addenda, bid submittal deadline, subcontractor list submittal, etc.

Firms failing to attend a pre-bid site meeting labeled "Mandatory" will not be allowed to bid on that project.

Pre-qualified contractors shall remain on DFCM's list of pre-qualified contractors provided:

- (a) they maintain a performance rating of 4 or greater on each DFCM project
- (b) they are not suspended for poor performance or failure to comply with the requirements of their contract
- (c) the firm has not undergone a significant reorganization involving the loss of key personnel (site superintendents, project managers, owners, etc). to a degree such that the firm no longer meets the pre-qualification requirements outlined in this document
- (d) the financial viability of the firm has not significantly changed
- (e) the firm is not otherwise disqualified by DFCM

2. Award of Contract

The State of Utah will enter into a contract with the firm submitting the lowest responsive and responsible bid, provided the firm meets all other DFCM and state procurement requirements pertaining to the invitational bid process.

3. Contract and Bond

The Contractor's Agreement will be in the form included in this RFS. The contract time will be as indicated in the Contractor's Agreement. The selected contractor, simultaneously with the execution of the Contractor's Agreement, will be required to furnish a performance bond and a payment bond, both bearing original signatures, upon the exact DFCM forms provided in the Stage II – multi-step bidding documents. The performance and payment bonds shall be for an amount equal to 100% of the contract sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for subcontractors will be specified in the General Conditions.

4. Interpretation of Drawings and Specifications

If any firm submitting a bid is in doubt as to the meaning of any part of the drawings, specifications, or other contract documents, such person shall submit to the specified DFCM Representative a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda posted on the DFCM web site. Neither DFCM nor the Designer will be responsible for any other explanations or interpretations of the proposed documents.

5. Licensure

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

6. Financial Responsibility of Contractors and Subcontractors

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

7. Listing of Subcontractors

Within 24 hours of the bid opening, contractors will be required to submit a listing of subcontractors per the requirements contained in the Stage II bidding documents.

8. Product Approvals

Where reference is made to one or more proprietary products in the contract documents, but restrictive description materials of one or more manufacturer(s) is referred to in the contract documents, the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the drawings and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the Designer. Such written approval must occur prior to the deadline established for the last scheduled addenda to be issued. The Designer's written approval will be in an issued addendum posted to the DFCM web site.

9. Withdrawal of Bids

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

10. Time Is Of The Essence

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

11. Right to Reject Proposals

DFCM reserves the right to reject any or all bids.



STAGE II - SCHEDULE

PROJECT NAME: DFCM PROJECT NO.;				
Event	Day	Date	Time	Place
Stage II Construction Documents Available. Contractors pre-qualified In Stage I will be notified via fax or e-mail.				DFCM State Office Bldg, Room 4110 SLC, UT and the DFCM web site *
Mandatory Pre-Submittal Meeting				
Questions (in writing)				
Addendum Issued Responding to Questions (if needed)				DFCM web site*
Bids and Bid Bonds Due				
Subcontractor's List Due 24 hours after bid opening				
Substantial Completion Date				

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

BID BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed, (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee," in the amount of \$ _____ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the _____ Project.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal does not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the Principal, then this obligation shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that obligations of the Surety under this Bond shall be for a term of sixty (60) days from actual date of the bid opening.

PROVIDED, HOWEVER, that this Bond is executed pursuant to provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

DATED this _____ day of _____, 20_____.

Principal's name and address (if other than a corporation):

By: _____

Title: _____

Principal's name and address (if a corporation):

By: _____

Title: _____

(Affix Corporate Seal)

Surety's name and address:

By: _____

Attorney-in-Fact (Affix Corporate Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

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

Subscribed and sworn to before me this _____ day of _____, 20____.
My Commission Expires: _____
Resides at: _____

NOTARY PUBLIC

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

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

**Division of Facilities Construction and Management****INSTRUCTION AND SUBCONTRACTORS LIST FORM**

The three low bidders, as well as all other bidders that desire to be considered, are required by law to submit to DFCM within 24 hours of bid opening a list of **ALL** first-tier subcontractors, including the subcontractor's name, bid amount and other information required by Building Board Rule and as stated in these Contract Documents, based on the following:

DOLLAR AMOUNTS FOR LISTING

PROJECTS UNDER \$500,000: ALL FIRST-TIER SUBS \$20,000 OR OVER MUST BE LISTED
PROJECTS \$500,000 OR MORE: ALL FIRST-TIER SUBS \$35,000 OR OVER MUST BE LISTED

- Any additional subcontractors identified in the bid documents shall also be listed.
- The DFCM Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- If there are no subcontractors for the job that are required to be reported by State law (either because there are no subcontractors that will be used on the project or because there are no first-tier subcontractors over the dollar amounts referred to above), then you do not need to submit a sublist. If you do not submit a sublist, it will be deemed to be a representation by you that there are no subcontractors on the job that are required to be reported under State law. At any time, DFCM reserves the right to inquire, for security purposes, as to the identification of the subcontractors at any tier that will be on the worksite.

LICENSURE:

The subcontractor's name, the type of work, the subcontractor's bid amount, and the subcontractor's license number as issued by DOPL, if such license is required under Utah Law, shall be listed. Bidder shall certify that all subcontractors, required to be licensed, are licensed as required by State law. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

'SPECIAL EXCEPTION':

A bidder may list 'Special Exception' in place of a subcontractor when the bidder intends to obtain a subcontractor to perform the work at a later date because the bidder was unable to obtain a qualified or reasonable bid under the provisions of U.C.A. Section 63A-5-208(4). The bidder shall insert the term 'Special Exception' for that category of work, and shall provide documentation with the subcontractor list describing the bidder's efforts to obtain a bid of a qualified subcontractor at a reasonable cost and why the bidder was unable to obtain a qualified subcontractor bid. The Director must find that the bidder complied in good faith with State law requirements for any 'Special Exception' designation, in order for the bid to be considered. If awarded the contract, the Director shall supervise the bidder's efforts to obtain a qualified subcontractor bid. The amount of the awarded contract may not be adjusted to reflect the actual amount of the subcontractor's bid. Any listing of 'Special Exception' on the sublist form shall also include amount allocated for that work.

GROUNDS FOR DISQUALIFICATION:

The Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law. Director may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by the Director to be unqualified to do the Work or for such

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM
Page No. 2

other reason in the best interest of the State of Utah. Notwithstanding any other provision in these instructions, if there is a good faith error on the sublist form, at the sole discretion of the Director, the Director may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the Director. If such correction is submitted timely, then the sublist requirements shall be considered met.

CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:

Subsequent to twenty-four hours after the bid opening, the contractor may change its listed subcontractors only after receiving written permission from the Director based on complying with all of the following criteria.

- (1) The contractor has established in writing that the change is in the best interest of the State and that the contractor establishes an appropriate reason for the change, which may include, but not is not limited to, the following reasons: the original subcontractor has failed to perform, or is not qualified or capable of performing, and/or the subcontractor has requested in writing to be released.
- (2) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors.
- (3) Any requirement set forth by the Director to ensure that the process used to select a new subcontractor does not give rise to bid shopping.
- (4) Any increase in the cost of the subject subcontractor work is borne by the contractor.
- (5) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.
- (6) The Director will give substantial weight to whether the subcontractor has consented in writing to being removed unless the Contractor establishes that the subcontractor is not qualified for the work.

EXAMPLE:

Example of a list where there are only four subcontractors:

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONTRACTOR LICENSE #
ELECTRICAL	ABCD Electric Inc.	\$350,000.00	123456789000
LANDSCAPING	"Self" *	\$300,000.00	123456789000
CONCRETE (ALTERNATE #1)	XYZ Concrete Inc	\$298,000.00	987654321000
MECHANICAL	"Special Exception" (attach documentation)	Fixed at: \$350,000.00	(TO BE PROVIDED AFTER OBTAINING SUBCONTRACTOR)

* Bidders may list "self", but it is not required.

PURSUANT TO STATE LAW - SUBCONTRACTOR BID AMOUNTS CONTAINED IN THIS SUBCONTRACTOR LIST SHALL NOT BE DISCLOSED UNTIL THE CONTRACT HAS BEEN AWARDED.



SUBCONTRACTORS LIST
FAX TO 801-538-3677

PROJECT TITLE: _____

Caution: You must read and comply fully with instructions.

Table with 4 columns: TYPE OF WORK, SUBCONTRACTOR, 'SELF' OR 'SPECIAL EXCEPTION', SUBCONTRACTOR BID AMOUNT, CONT. LICENSE #

We certify that:

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

FIRM: _____

DATE: _____

SIGNED BY: _____

NOTICE: FAILURE TO SUBMIT THIS FORM, PROPERLY COMPLETED AND SIGNED, AS REQUIRED IN THESE CONTRACT DOCUMENTS, SHALL BE GROUNDS FOR OWNER'S REFUSAL TO ENTER INTO A WRITTEN CONTRACT WITH BIDDER. ACTION MAY BE TAKEN AGAINST BIDDERS BID BOND AS DEEMED APPROPRIATE BY OWNER. ATTACH A SECOND PAGE IF NECESSARY.

CONTRACTOR'S AGREEMENT

FOR:

THIS CONTRACTOR'S AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "DFCM", and _____, incorporated in the State of _____ and authorized to do business in the State of Utah, hereinafter referred to as "Contractor", whose address is _____.

WITNESSETH: WHEREAS, DFCM intends to have Work performed at _____
_____.

WHEREAS, Contractor agrees to perform the Work for the sum stated herein.

NOW, THEREFORE, DFCM and Contractor for the consideration provided in this Contractor's Agreement, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Work to be performed shall be in accordance with the Contract Documents prepared by _____ and entitled "_____."

The DFCM General Conditions ("General Conditions") dated May 25, 2005 and Supplemental General Conditions dated July 15, 2008 and July 1, 2009 ("also referred to as General Conditions") and on file at the office of DFCM and available on the DFCM website, are hereby incorporated by reference as part of this Agreement and are included in the specifications for this Project. All terms used in this Contractor's Agreement shall be as defined in the Contract Documents, and in particular, the General Conditions.

The Contractor Agrees to furnish labor, materials and equipment to complete the Work as required in the Contract Documents which are hereby incorporated by reference. It is understood and agreed by the parties hereto that all Work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of DFCM or its authorized representative. The relationship of the Contractor to the DFCM hereunder is that of an independent Contractor.

ARTICLE 2. CONTRACT SUM. The DFCM agrees to pay and the Contractor agrees to accept in full performance of this Contractor's Agreement, the sum of _____
_____ DOLLARS AND NO CENTS (\$_____.00), which

CONTRACTOR'S AGREEMENT
PAGE NO. 2

is the base bid, and which sum also includes the cost of a 100% Performance Bond and a 100% Payment Bond as well as all insurance requirements of the Contractor. Said bonds have already been posted by the Contractor pursuant to State law. The required proof of insurance certificates have been delivered to DFCM in accordance with the General Conditions before the execution of this Contractor's Agreement.

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

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

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

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

ARTICLE 5. PAYMENT. The DFCM agrees to pay the Contractor from time to time as the Work progresses, but not more than once each month after the date of Notice to Proceed, and only upon Certificate of the A/E for Work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and ninety-five percent (95%) of the value of materials furnished in place or on the site. The Contractor agrees to furnish to the DFCM invoices for materials purchased and on the site but not installed, for which the Contractor requests payment and agrees to safeguard and protect such equipment or materials and is responsible for safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

Such evidence of labor performed and materials furnished as the DFCM may reasonably require shall be supplied by the Contractor at the time of request for Certificate of Payment on account. Materials for which payment has been made cannot be removed from the job site without DFCM's written approval. Five percent (5%) of the earned amount shall be retained from each monthly payment. The retainage, including any additional retainage imposed and the release of any retainage, shall be in accordance with UCA 13-8-5 as amended. Contractor shall also comply with the requirements of UCA 13-8-5, including restrictions of retainage regarding subcontractors and the distribution of interest earned on the retention proceeds. The DFCM shall not be responsible for enforcing the Contractor's obligations under State law in fulfilling the retention law requirements with subcontractors at any tier.

ARTICLE 6. INDEBTEDNESS. Before final payment is made, the Contractor must submit evidence satisfactory to the DFCM that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been properly paid. Final Payment will be made after receipt of said evidence, final acceptance of the Work by the DFCM as well as compliance with the applicable provisions of the General Conditions.

Contractor shall respond immediately to any inquiry in writing by DFCM as to any concern of financial responsibility and DFCM reserves the right to request any waivers, releases or bonds from Contractor in regard to any rights of Subcontractors (including suppliers) at any tier or any third parties prior to any payment by DFCM to Contractor.

ARTICLE 7. ADDITIONAL WORK. It is understood and agreed by the parties hereto that no money will be paid to the Contractor for additional labor or materials furnished unless a new contract in writing or a Modification hereof in accordance with the General Conditions and the Contract Documents for such additional labor or materials has been executed. The DFCM specifically reserves the right to modify or amend this Contractor's Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work.

ARTICLE 8. INSPECTIONS. The Work shall be inspected for acceptance in accordance with the General Conditions.

ARTICLE 9. DISPUTES. Any dispute, PRE or Claim between the parties shall be subject to the provisions of Article 7 of the General Conditions. DFCM reserves all rights to pursue its rights and remedies as provided in the General Conditions.

ARTICLE 10. TERMINATION, SUSPENSION OR ABANDONMENT. This Contractor's Agreement may be terminated, suspended or abandoned in accordance with the General Conditions.

ARTICLE 11. DFCM'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE USE THEREOF. The DFCM may withhold from payment to the Contractor such amount as, in DFCM's judgment, may be necessary to pay just claims against the Contractor or Subcontractor at any tier for labor and services rendered and materials furnished in and about the Work. The DFCM may apply such withheld amounts for the payment of such claims in DFCM's discretion. In so doing, the DFCM shall be deemed the agent of Contractor and payment so made by the DFCM shall be considered as payment made under this Contractor's Agreement by the DFCM to the Contractor. DFCM shall not be liable to the Contractor for any such payment made in good faith. Such withholdings and payments may be made without prior approval of the Contractor and may be also be prior to any determination as a result of any dispute, PRE, Claim or litigation.

ARTICLE 12. INDEMNIFICATION. The Contractor shall comply with the indemnification provisions of the General Conditions.

ARTICLE 13. SUCCESSORS AND ASSIGNMENT OF CONTRACT. The DFCM and Contractor, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to partners, successors, assigns and legal representatives of such other party with respect to all covenants, provisions, rights and responsibilities of this Contractor's Agreement. The Contractor shall not assign this Contractor's Agreement without the prior written consent of the DFCM, nor shall the Contractor assign any moneys due or to become due as well as any rights under this Contractor's Agreement, without prior written consent of the DFCM.

ARTICLE 14. RELATIONSHIP OF THE PARTIES. The Contractor accepts the relationship of trust and confidence established by this Contractor's Agreement and covenants with the DFCM to cooperate with the DFCM and A/E and use the Contractor's best skill, efforts and judgment in furthering the interest of the DFCM; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best and most expeditious and economic manner consistent with the interests of the DFCM.

ARTICLE 15. AUTHORITY TO EXECUTE AND PERFORM AGREEMENT. Contractor and DFCM each represent that the execution of this Contractor's Agreement and the performance thereunder is within their respective duly authorized powers.

ARTICLE 16. ATTORNEY FEES AND COSTS. Except as otherwise provided in the dispute resolution provisions of the General Conditions, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in any action in the District Court and/or appellate body to enforce this Contractor's Agreement or recover damages or any other action as a result of a breach thereof.

PERFORMANCE BOND
(Title 63, Chapter 56, U. C. A. 1953, as Amended)

That _____ hereinafter referred to as the "Principal" and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of _____ DOLLARS (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____, for the approximate sum of _____ Dollars (\$ _____), which Contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____

(Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____

Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

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

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

My commission expires: _____

Resides at: _____

NOTARY PUBLIC

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

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

PAYMENT BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of _____, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____ for the approximate sum of _____ Dollars (\$ _____), which contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____ (Seal)
Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____ (Seal)
Attorney-in-Fact

STATE OF _____)
) ss.
COUNTY OF _____)

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

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

My commission expires: _____
Resides at: _____

NOTARY PUBLIC

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

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

**FY 2011
CAPITAL IMPROVEMENT LIST
Potential Stage II Projects**

Listed below are the potential projects that may be bid during Stage II. This list is provided in Stage I to give contractors an idea of the type of work and locations. Additional information including plans and specifications will be provided on each project during Stage II. DFCM reserves the right to delete projects from this list. No projects will be added.

INSTITUTION/AGENCY	Trade
<i>Higher Education</i>	
Dixie State College	
Campus Central Plant Expansion/Secondary Plant Phase 1	Mechanical
North Instructional Building - Reroof	Roofing
Salt Lake Community College	
Jordan Campus - Main Road Rotomill and Overlay	Paving
Redwood Road Campus - Carpenter Shop	General
Snow College	
Sevier Valley Center Rooftop AC Units - Richfield	Mechanical
Humanities Building Print Studio Hood System - Ephraim Design Funds	Mechanical
HVAC Data Centers - Both Campuses	Mechanical
Southern Utah University	
City Pool Demolition/Intramural Ball Fields Creation	General
General Classroom - Exterior Window Replacement	General
Engineering and Technology - Roof Replacement	Roofing
Concrete and Asphalt Replacement	Paving
University of Utah	
New Merrill Engineering Building - Reroof	Roofing
Utah State University	
UWRL - West Roof	Roofing
Taggart Student Center - Reroof	Roofing
Utah Valley University	
Science Building - Roof Repair	Roofing
Gunther Trades 5 th Level - Replace/Repair HVAC System	Mechanical
Weber State University	
Browning Center - Galvanized Pipe Replacement/Plumbing Fixture Upgrades	Mechanical
Training/Learning Center and Parking Lots East W-5, A-10 - Paving/Asphalt Repairs Campus Services Cooling Tower Access Road and Miscellaneous Pothole Repairs	Paving
East Campus - Irrigation System Upgrades	General
Old Greenhouse Site - Covered Storage	General
Dee Events Center - Site Improvements	General
Miller Administration Building - South Stairway Replacement	General

<i>Utah College of Applied Technology</i>	Trade
Bridgerland ATC	
West Campus - HVAC System Upgrade/Fire and Rescue Training Minor Improvements	Mechanical
Davis ATC	
Parking Lot - Replacement	Paving
Chiller - Upgrade	Mechanical
Main Building - Roof Replacement	Roofing
Mountainland ATC	
SFATC Auto Shop - Exterior Improvements	General
Geneva Building - Critical Improvements	General
Ogden/Weber ATC	
Main Campus - Rebuild Existing Loop Road, Student Services and Manufacturing Technology Parking Lots	Paving
Main, Roy and BDO Campuses - Security Camera Network System and Exterior Lighting	Electrical
Uintah Basin ATC	
Roosevelt Campus - Pavement Resurfacing	Paving
CDL Building - Heating and Cooling System Replacement	Mechanical
<i>Agencies</i>	
Agriculture	
Interior Lighting Upgrade	Electrical
Secondary Electrical System Renewal	Electrical
Alcoholic Beverage Control	
ABC #28 (Vernal) - Store Front Window Replacement, Safety Ladders, and Hand Rail	General
ABC #22 (Brigham City) - Truck Life Replacement and Awning Construction	General
ABC #7 (Price), #17 (Orem), #28 (Vernal) - Seal Coat and Stripe Parking Lots	Paving
Capitol Preservation Board	
State Office Building - Refurbish East Staircase Area	General
State Office Building - Exterior Window Glazing/Sealant	General
Utah Travel Council, White Chapel, Parking Areas - Install Exterior Lighting	Electrical
State Capitol - Install Pump and Fan Alarms	Electrical
Covered Parking Garage (east of Capitol) - Install 16 Security Cameras	Electrical
Daughters of the Utah Pioneers Museum - Pneumatics Ctrl's/Mech System Replacement	Mechanical
Community and Culture	
Utah Art Storage - Lighting Upgrade, Install Emergency Lighting	Electrical
Rio Grande Depot - Hot Water Boiler and Piping	Mechanical
Corrections	
Draper - Perimeter Security System Upgrade	Electrical
Draper - Plant Maint Air Handler	Mechanical
Draper - Wasatch Culinary Floor	General
Draper - Security Electronic Rooms HVAC Upgrade	Mechanical

Corrections (continued)	
Draper – Tower 3 Insulation Project	General
Draper – Boiler #3 Control Upgrade	Mechanical
AP&P Centers - Kitchen Equipment	General
CUCF – Kitchen Culinary Drain Lines	Mechanical
Courts	
Provo Juvenile Courts – HVAC Replacement/Renovation	Mechanical
Provo Juvenile Courts/Animal Shelter – Tenant Finish and Mechanical Upgrades	General
DEQ Building – Remodel of Existing Space for Courts	General
Provo Juvenile Courts – Security Upgrades	General
West Valley 3 rd District Juvenile Courts – Replace Rooftop Unit	Mechanical
Davis County/Farmington Courts – Reception Counter Remodel	General
Richfield Courts – Carpet, Kitchen, and Shower Upgrades	General
Ogden Courts – Parking Lot Modifications	Paving
Layton Courts – Reroof	Roofing
DFCM	
Cedar City Regional Center – Interior Paint Finish Upgrade, Restrooms, Exterior Sidewalk Replacement and Improvements	General
Highland Plaza – Replace Roof Under Pavers	Roofing
Heber Wells Building – Replace Screw Chiller	Mechanical
Highland Plaza – Upgrade Panel	Electrical
Moab Regional Center – Site Landscape Improvements, Parking Improvements/Sealing	General
Environmental Quality	
DEQ #2 – Elevator Accessibility Upgrades	General
DEQ #2 – East Roof Replacement	Roofing
Fairpark	
North Food Court – Fire Alarm Upgrade	Electrical
Maintenance Shop – Fire Alarm Upgrade	Electrical
Lever Actuated Locksets and Adjustable Closers	General
Health	
DEQ North Building – Tenant Improvement	General
Human Services	
USH Administration – HVAC	Mechanical
Rampton I South End – Skylights Repair	General
Rampton I Kitchen Area – Replace HVAC Units	Mechanical
USDC – Paving Improvements	Paving
USH Power Substation – Retaining Wall Stabilization	General
Wasatch Youth Center – Roofing Project	Roofing
USH Youth Center – Reroof	Roofing
USH Day Care – Reroof	Roofing

National Guard	
Blanding Armory – Replace AC Units	Mechanical
Spanish Fork Armory – Replace Carpet throughout Building	General
Spanish Fork Armory - Replace Electrical Switches and Receptacles	Electrical
Spanish Fork Armory – Replace Rooftop Heating and Cooling Units/Install Conference Room AC	Mechanical
Beaver Armory – Replace Hot Water Piping)	Mechanical
Lehi Armory – Replace Heating System Piping and Radiators, Domestic Water Piping System, Sanitary Waste Piping System	Mechanical
Lehi Armory – Provide Fire Alarm System	Mechanical
Logan Armory – Slurry Seal	Paving
Wildlife Resources	
Mantua Fish Hatchery – Paving	Paving
Lee Kay Center – Paving and Concrete Repair	Paving
Lone Peak Nursery – Paving Repairs	Paving
Hardware Ranch – Repairs	General
Public Safety	
BCI – Paving Repairs	Paving
Training Pad Phase 1 – Track Expansion	Paving
Tax Commission	
HVAC Controls Upgrade	Mechanical
Replace Bus Duct Switches	Electrical
Replace Self-Luminous Exit Signs/Safety Issue	Electrical
Transportation	
Moab Maintenance Shed – Roof Replacement	Roofing
Workforce Services	
Clearfield Employment Center – Replace Reheat Control Valves	Mechanical



State of Utah

Division of Facilities Construction and Management

4110 State Office Building – Salt Lake City, Utah 84114

(801) 538-3412 tel – (801) 538-3264 fax

Pre-qualified General Contractors Multi-Step Bidding Process for Capital Improvement Projects – FY 2010

May 28, 2009

Firm Name	Address		Phone	Fax	Point of Contact
Acme Construction	9524 South Feulner Park Road	West Jordan, Utah 84088	(801) 280-1232	(801) 280-6423	Mr. Buster Hafen
Allstate Construction	415 West 9800 South	Sandy, Utah 84070	(801) 563-3323	(801) 563-3373	Mr. Brian Ebert
Arnell-West, Inc.	3441 South 2200 West	Salt Lake City, Utah 84119	(801) 975-9966	(801) 975-9967	Mr. Mark Hintze
Ascent Construction	25 South Main Street, Suite 200	Centerville, Utah 84014	(801) 299-1711	(801) 299-0663	Mr. Brad L. Knowlton
Bailey Construction Co., Inc.	910 South Highway 89/91	Logan, Utah	(435) 753-3660	(435) 753-3636	Mr. Tracy Bailey
Benstog Construction Corp.	1460 West Pleasant View Drive	Pleasant View, Utah 84414	(801) 391-7495	(801) 399-1335	Mr. Patrick Benstog
Big-D Construction	404 West 400 South	Salt Lake City, Utah 84101	(801) 415-6000	(801) 415-6048	Mr. Ryan Carter
Boyd Martin Construction, LLC	5965 McLeod Drive	Las Vegas, Nevada 89120	(702) 454-9731	(702) 454-3735	Mr. Boyd Martin
Broderick and Henderson Construction	295 East 950 South	Orem, Utah 84058	(801) 225-9213	(801) 225-4697	Mr. Gary Broderick
Brubaker Construction	7067 South Commerce Park Drive	Salt Lake City, Utah 84047	(801) 561-9400	(801) 561-5511	Mr. Benjamin Hickman
Bud Mahas Construction	917 West Duluth Avenue	Salt Lake City, Utah 84116	(801) 521-7533	(801) 531-0314	Mr. Steve Mahas
Cal Wadsworth Construction	2151 East Ironhorse Place	Draper, Utah 84020	(801) 910-1957	(801) 208-1975	Mr. Cal Wadsworth
Cameron Construction	573 West 3560 South	Salt Lake City, Utah 84115	(801) 268-3584	(801) 268-3678	Mr. David Hill
Chad Husband Construction, Inc.	875 South Chestnut Street	Salt Lake City, Utah 84104	(801) 972-1146	(801) 886-1784	Mr. Richard Marshall
CK Construction & Services Corp.	4370 West 2650 North	Plain City, Utah 84404	(801) 731-0717	(435) 732-8956	Mr. Ryan Shurtleff
Clear Construction	7529 Castle Rock Rd.	Eagle Mountain, Utah 84005	(801) 717-7083	(801) 606-7757	Mr. Jordan Boyer

Firm Name	Address		Phone	Fax	Point of Contact
CSM Construction, Inc.	5541 W. Bagley Park Road	West Jordan, Utah 84088	(801) 280-2803	(801) 280-2813	Mr. Troy Noorda
Darrell W. Anderson Construction, Inc.	P.O. Box 3448	Logan, Utah 84323-3448	(435) 752-6860	(435) 752-7606	Mr. James Anderson
Daw Construction Group, LLC	12552 South 125 West	Draper, Utah 84020	(801) 553-9111	(801) 553-2345	Mr. Mike Jacks
Dawson Development L.L.C.	P.O. Box 346	Riverton, Utah 84065	(801) 446-2480	(801) 446-2470	Mr. Brandon Dawson
Dutson Building, Inc.	2211 South 300 West	Salt Lake City, Utah 84104	(801) 978-9300	(801) 978-0300	Mr. Tony Yearego
Eckman Mitchell Construction, LLC.	3032 South 1030 West, Suite 101	Salt Lake City, Utah 84119	(801) 908-0604	(801) 908-0205	Mr. Zach Eckman
Entelen Design-Build, LLC	8707 Sandy Parkway	Sandy, Utah 84070	(801) 542-8090	(801) 542-8093	Mr. Steven R. Burt, AIA
Garff Construction Corp	2820 West 500 South	Salt Lake City, Utah 84104	(801) 973-4248	(801) 972-1928	Mr. Phil Henriksen
Hales & Warner Construction, Inc.	1460 North Main, Unit 1	Spanish Fork, Utah 84660	(801) 798-7318	(801) 798-7320	Mr. Clifford Hales
Hellas Construction, Inc.	503 West 2600 South, Suite 200	Bountiful, Utah 84010	(801) 397-5580	(801) 397-5586	Mr. Reed J. Seaton
Hogan and Associates Construction	940 North 1250 West	Centerville, Utah 84014	(801) 951-7000	(801) 951-7100	Mr. Aaron Metcalfe
Hughes General Contractors, Inc.	P.O. Box 540700	North Salt Lake, Utah 84054	(801) 292-1411	(801) 295-0530	Mr. Dan Pratt
Interior Construction Specialists, Inc.	9020 South Sandy Parkway	Sandy, Utah 84070	(801) 568-9090	(801) 568-1490	Mr. Penn Owens
Interwest Construction, Inc.	35 North Redwood Road	North Salt Lake, Utah 84054	(801) 936-6200	(801) 936-1330	Mr. Max Griffin
J. Lyne Roberts & Sons Inc.	2705 North 550 East	Provo, Utah 84604	(801) 404-1752	(801) 374-2073	Mr. Scott Roberts
Jacobsen Construction Company	2131 West 2210 South	Salt Lake City, Utah 84119	(801) 973-0500	(801) 973-7496	Mr. Mike Sivulich
JC Construction, Inc.	1018 Luetta Drive	Salt Lake City, Utah 84124	(801) 262-0578	(801) 262-7966	Mr. John Cecala
JL Hardy Construction	3586 West 900 South	Salt Lake City, Utah 84115	(801) 975-0222	(801) 975-1008	Mr. Jeff Ames
Kendrick Brothers Construction Co.	4015 South 300 West	Salt Lake City, Utah 84107	(801) 268-2486	(801) 262-8939	Mr. Tom Kendrick
M.W. Construction, Inc.	P.O. Box 385	Paradise, Utah 84328	(435) 245-7628	(435) 245-4660	Mr. Bill Shuldberg
McCullough Engineering & Contracting	1567 East Stratford Avenue	Salt Lake City, Utah 84106	(801) 466-4949	(801) 466-4989	Mr. Jamie McCullough
Mecham Brothers, Inc.	5792 South 3600 West	Roy, Utah 84067	(801) 985-1115	(801) 985-0423	Mr. G. Scott Mecham
New Star General Contractors	2610 West 2560 South	Salt Lake City, Utah 84119	(801) 972-6227	(801) 972-6002	Mr. David Milne
Paulsen Construction	3075 South 230 West	Salt Lake City, Utah 84115	(801) 484-5545	(801) 484-9730	Mr. Dave Black
Peck Ormsby Construction Company	2989 West Maple Loop	Lehi, Utah 84043	(801) 766-1700	(801) 766-1715	Mr. Ron Peck

Firm Name	Address		Phone	Fax	Point of Contact
R&O Construction	933 Wall Avenue	Ogden, Utah 84404	(801) 627-1403	(801) 399-1480	Mr. Ken Warnick
Raymond Construction, Inc.	125 West 2500 North	Logan, Utah 84341	(435) 752-2911	(435) 752-2914	Mr. Doug Raymond
Rueckert Construction Company	6271 West 13100 South	Herriman, Utah 84096	(801) 253-1774	(801) 252-1774	Mr. Ken Rueckert
Saunders Construction, Inc.	1601 North 750 West	Ogden, Utah 84404	(801) 782-7830	(801) 782-7856	Mr. Edward T. Saunders
Spindler Construction Corporation	901 South State Highway 89	Logan, Utah 84321	(435) 753-0722	(435) 753-0728	Mr. Gary R. Stevens
Stallings Construction	4733 S. Commerce Drive	Murray, Utah 84107	(801) 266-1174	(801) 266-3413	Mr. Reed Stallings
Stout Building Contractors	80 North 1400 West	Centerville, Utah 54014	(801) 296-2150	(801) 294-5085	Mr. Nate Lechtenberg
Valley Design and Construction, Inc.	825 East 3000 North, Suite D	Layton, Utah 84041	(801) 927-9542	(801) 927-9544	Mr. Bob Petersen
Velocity Construction, Inc.	2202 North Main Street, Suite 302	Cedar City, Utah 84720	(435) 586-0843	(435) 586-4968	Mr. Gavin Larkin
Veritas, Inc.	P.O. Box 1408	Draper, Utah 84020	(801) 671-9820	(801) 572-5899	Mr. Dan A. Parkinson
Wade Payne Construction, Inc.	P.O. Box 1539	Orem, Utah 84059	(801) 226-6144	(801) 226-7772	Mr. Wade Payne
Wadman Corporation	2920 South 925 West	Ogden, Utah 84401	(801) 621-4185	(801) 621-7232	Mr. Chris Hipwell
Westland Construction	1411 West 1250 South, Suite 200	Orem, Utah 84058	(801) 374-6085	(801) 374-6060	Mr. Kyle Houghton
Zwick Construction Company	2364 S. Main Street	Salt Lake City, Utah 84115	(801) 484-1746	(801) 485-2402	Mr. Eric Calder



State of Utah

Division of Facilities Construction and Management
4110 State Office Building – Salt Lake City, Utah 84114
(801) 538-3412 tel – (801) 538-3264 fax

Pre-qualified Roofing Contractors **Two-Stage Selection Process for Capital Improvement Projects – FY 2010**

June 1, 2009

Firm Name	Address	Point of Contact	Phone	Fax
Conwest, Inc.	2064 E. Graystone Ln. Draper, Utah 84020	Jeff Rogers	801-553-0640	801-553-0642
Nielco Roofing	5780 S. 300 West, Murray, Utah 84107	Mike Wamsley	801-263-0444	801-263-0485
Noorda Architectural Metals, Inc.	2160 W. 1700 South, Salt Lake City, Utah	Janies Bywater	801-503-3000	801-503-3004
Heritage Roofing	14720 Heritage Crest Way, Bluffdale, Utah 84065	James Smith	801-576-8447	801-576-8311
Warburton's, Inc.	453 W. 700 South, Pleasant Grove, Utah 84064	Daison Nault	801-785-9500	801-785-6651
Kendrick Brothers Roofing	1762 W. 1350 South, Ogden, Utah 84401	Brent Wood	801-731-2000	801-731-2020
Contract West Roofing	6914 S. 3000 E. #202F, Salt Lake City, Utah 84121	Craig Peters	801-943-2427	801-943-0257
Summit Roofing	9766 Elk Ridge Dr. Eagle Mtn, Utah 84005	Philip Whiting	801-573-4203	801-789-8671
Capitol Roofing Service	9416 S. 500 West, Sandy, Utah	Stewart Paulsen	801-562-5568	801-562-1159
Island Heights Construction	648 W. 200 North #8, Logan, Utah	Alan Ringe	435-753-7403	435-753-7452
Redd Roofing Company	2772 H Ave. Ogden, Utah 84402	Kyle Redd	801-621-1363	801-621-1540
Superior Roofing	3505 S. 500 West, Salt Lake City, Utah 84115	Scott Handy	801-266-1473	801-266-1522
Northern Roofing Consultants	1554 Monroe Blvd. Ogden, Utah	Jared Flynn	801-529-2596	801-394-2384
Collins Roofing, Inc.	3 East State, Lehi, Utah	Doug Collins	801-341-8071	801-341-8075
Mt. Peak Roofing	9552 North Dee Ave. Logan, Utah	Zane Rust	435-787-4174	435-787-4174