MULTI-STEP BIDDING PROCESS FOR GENERAL CONTRACTORS

CAPITAL IMPROVEMENTS PROJECTS

Stage I
Multiple Projects

Request for Submittals

RFS #1FY2010

April 21, 2009

TABLE OF CONTENTS

	Page #
Title Sheet	1
Table of Contents	2
Notice to Contractors	3
Description of Work	4
Stage I – Multi-Step Bidding Process	6
Stage I - Schedule	11
Stage II – Multi-Step Bidding Process	12
Stage II - Schedule	14
Bid Bond	15
Instructions and Subcontractors List Form	16
Contractor's Agreement	19
Performance Bond	24
Payment Bond	25

General Conditions dated May 25, 2005 --- Attached By Reference

NOTICE TO CONTRACTORS

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

MULTI-STEP BIDDING PROCESS FOR GENERAL CONTRACTORS FOR MULTIPLE PROJECTS

DFCM is entering into a Multi-Step Bidding Process for General 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.

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 April 21, 2009** on the DFCM web page at http://dfcm.utah.gov and from DFCM, at 4110 State Office Building, Salt Lake City, Utah 84114, telephone (801) 538-3018. For questions regarding this Stage I solicitation, please contact Darrell Hunting, DFCM, at (801) 244-7647. No others are to be contacted regarding this solicitation. A mandatory pre-submittal meeting to discuss the multi-step bidding process will be held at **1:30 PM – 3:00 PM on May 6, 2009 in Zion Building – Utah State Fairpark – 200 North 1000 West, SLC, UT**.

When bidding on each individual project during Stage II, contractors pre-qualified 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
JOANNA REESE, CONTRACT COORDINATOR
4110 State Office Bldg., Salt Lake City, Utah 84114

DESCRIPTION OF WORK

DFCM is entering into a Multi-Step Bidding Process for General 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 be on a particular project.

The only contractors allowed to bid on the projects listed in this Multi-Step Bidding Process will be contractors that are pre-qualified by the selection committee in Stage I of this Multi-Step Bidding Process.

Pre-qualified contractors shall remain on DFCM's list of pre-qualified contractors provided: (a) they maintain a performance rating of 3.5 or greater on each DFCM project; (b) they are not suspended for poor performance or failure to comply with 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 outline in this document; (d) the financial viability of the firm has not significantly changed; or (e) the firm is not otherwise disqualified by DFCM.

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.

DFCM reserves the right to require any or all contractors/firms on the pre-qualified list to resubmit their performance ratings/references, statements of qualification and management approach documents for review by a selection committee to determine if that contractor/firm will remain on the pre-qualified list.

Individual contractors or alliances between two or more contractors are allowed in this process to form a team. However, one contractor of firm MUST be declared as the lead firm representing the team. If the team is pre-qualified 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.

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.

Agency/Institution	Project Title
Salt Lake Community College	**RRC - Irrigation System Upgrade Including Design Fees**
	SCC - Replace Irrigation Supply Line
Southern Utah University	**Fire Sprinklers Piping and Alarm Systems Upgrade: Student Center, Multi-purpose Center, and Hunter Conference Center and Heat Plant**
	Quichapa Flood Channel: North Boundary of SUU Valley Farm
	Utility Tunnel Entry/Exit Hatchways
	Steam Distribution System Anchoring and Expansion Joint Improvements: Heat Plant
	Renovate Space: Electronic Learning Center
	Steam Condensate Line Safety Repairs: Heat Plant
	Tennis Court Rebuild
	Baseball and Soccer Complex
Utah Valley University	**Repair of 2 stairways in Courtyard**
	Building electrical metering
	Browning Administration Basement Skylights - (SE Side)
	Economic Development Bldg.
	Athletic Track
	Intramural Playing Fields
Weber State University	**Stadium Light Tower Replacement**
	Lind Lecture Hall – Replace Fixed Seating
	Information booth Safety Replacement
UCAT	**DATC: Composite Remodel**
	O/W ATC: Information Technology Electrical and HVAC Upgrade
Corrections	**NUCCC Fire Escape Stairs & Shower Replacement**
	Oquirrh V Renovation
	CUCF Lightning Protection Expansion
Courts	**Matheson Courts: Replace/Upgrade Intercom System Known As Black Creek**
	Davis County Courts: Hvac Air/Water Balance And Repairs
	Richfield Courts: Cement Replacement And Judge Parking Cover
	Var Crts Facilities Security Syst Upgrad
DFCM	**Ogden Regional Center Upgrade Elevator Device And Controls**
Environmental Quality	**1950 West DEQ Building: Build Out of Shelled Space**
Human Services	**USDC Comp Ther**
National Guar	**Armory Upgrades Statewide**
Office of Education	**TAYLORSVILLE DEAF CENTER 08060 Install fire sprinkler system**
Public Safety	**BCI/SBI/DL/Highway Safety/MIS Building 3888 W 5400 S SLC**
UDOT	**Replace Scofield Substation**
	Replace Steam Lines Price District Headquarters
Workforce Services	**DWS Admin Relocate piping/pumps/relocate phone equipment**
DNR	**Interagency Fire Dispatch Center**
	Great Basin Seed Warehouse Addition

STAGE I
MULTI-STEP BIDDING PROCESS
(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 selection 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 locations stated on the Schedule. The bidding documents are also available at DFCM's internet web site at http://dfcm.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's 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 selection committee members will be required to certify that they have not been contacted by any of the contractors in an attempt to influence the selection process.

4. Requests for Information

All requests for information regarding this Multi-Step Bidding Process shall be in writing and directed to:

Darrell Hunting
Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114
E-mail: dhunting@utah.gov
Phone: (801) 244-7647
Facsimile: (801) 538-3762

5. Schedule

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

6. 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, pre-qualified list, or proposed projects may ask questions at this meeting. Attendance at this meeting is mandatory.

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 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 MUST respond to this RFS by submitting a completed Registration and Certification Form by the deadline shown on the Stage I Schedule in order to submit bids in Stage II of this Multi-Step Bidding Process.

8. Last Day to Submit Questions

Questions must be submitted in writing to **Darrell Hunting** at DFCM by the deadline listed on the project schedule.

9. Addendum

All clarifications will be in writing and issued as addenda to the RFS. Addenda will be posted on DFCM's web site at http://dfcm.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 shall be included in the contractor's submittal.**

10. Bid Bond Requirements

During Stage II, the pre-qualified contractors will be required to submit a bid bond on the DFCM Bid Bond Form in the amount of 5% of the bid, properly signed by a qualified surety, as indicated. THIS BID BOND MUST BE ON THE DFCM BID BOND FORM PROVIDED WITH THIS INSTRUCTION TO BIDDERS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID unless only one bid is received by DFCM, or the failure to comply with the bid bond requirements is determined by the Director of DFCM to be nonsubstantial based on the following:

(a) the bid bond is submitted on a form other than DFCM's required bid bond form and the bid bond meets all other requirements including being issued by a surety firm authorized to do business in the State of Utah and be listed in the U.S. Department of the Treasury Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies for an amount not less than the amount of the bond to be issued. A co-surety may be utilized to satisfy this requirement; and

(b) the contractor provides a bid bond properly signed by a qualified surety and on the required DFCM bid bond form by the close of business of the next succeeding business day after the DFCM notifies the bidder of the defective bid bond.

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. Past 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 of when the work was completed; (d) the cost of the project and the type of project (school, office, warehouse, etc.)

12. Statements of Qualifications

The contractor shall provide three copies of the statements 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 qualifications 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; and (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 firms 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. A letter from the firm's bonding company is also required to be submitted as an attachment to the statement of qualifications. This should include bondability aggregate of a minimum of $500,000 and related history.

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 subcontractor; (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; and (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 project 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.

15. Interviews.

There will be no interviews. Selection will be based on submitted Past Performance and References, Statements of Qualifications (including bondability), and Project Management Approach.

16. Selection Criteria

The following criteria and weighting will be used in evaluating each of the firms. The selection committee will consider all criteria in performing a comprehensive evaluation of each firm. Each firm will be given a score by each selection committee member in each of 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: 25 points**

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: 40 points**

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: 35 points**.

TOTAL POINTS = 100 POINTS

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. During Stage II, the final contractor selection for each project will be based on the lowest responsive and responsible bidder as provided in the Stage II documents.

The only contractors allowed to bid on the projects listed in this Multi-Step Bidding Process will be contractors that are pre-qualified by the selection committee in Stage I of this Multi-Step Bidding Process. Pre-qualified contractors shall remain on DFCM's list of pre-qualified contractors provided (a) they maintain a performance rating of 3.5 or greater on each DFCM project; (b) they are not suspended for poor performance or failure to comply with 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; or (e) the firm is not otherwise disqualified by DFCM. Pre-qualified contractors are ONLY authorized to bid on projects within the discipline that they were originally pre-qualified under. 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 #1FY2010 STAGE I – PRE QUALIFICATION SUBMITTAL GENERAL CONTRACTORS**

Event	Day	Date	Time	Place
Stage I Document Available	Tuesday	April 21, 2009	2:00 PM	DFCM 4110 State Office Building SLC, UT and DFCM web site*
Mandatory Pre-Submittal Meeting	Wednesday	May 6, 2009	1:30 – 3:00 PM	Utah State Fairpark – Zion Building – 200 North 1000 West SLC, UT
Questions (In Writing)	Monday	May 11, 2009	12:00 NOON	Darrell Hunting – DFCM E-mail dhunting@utah.gov
Addendum Issued Responding to Questions (if needed)	Wednesday	May 13, 2009	2:00 PM	DFCM web site*
List of References, Statement of Qualifications, and Project Management Approach	Monday	May 18, 2009	2:00 PM	Dana Edwards – DFCM 4110 State Office Building SLC, UT
Submittal Review by Selection Committee	Monday-Wednesday	May 18-27, 2009		
Pre-Qualified List Announcement	Thursday	May 28, 2009	4:00 PM	DFCM web site*

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

STAGE II – MULTI-STEP BIDDING PROCESS

Only firms short listed in Stage I are allowed to participate in Stage II

1. Invitational Bid Procedures

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

B. A description of work or a set of plans/specifications will be given to each contractor. Plans and specifications will also be available on the DFCM web page at http://dfcm.utah.gov and on CD's from DFCM, at 4110 State Office Building, Salt Lake City, Utah 84114, telephone (801)538-3018.

C. A schedule will be provided showing critical dates including if a mandatory pre-bid site meeting is required, the question and answer period, the bid submittal deadline, the subcontractor list submittal deadline, etc.

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

Note B: Firms must maintain a performance rating of 3.5 or greater on all DFCM projects in order to remain on the short-list. Firms failing to maintain a performance rating of 3.5 or greater may be removed from the short-list following an evaluation of the contractor's performance by a review committee. Firms will be given an opportunity to address the review committee before a decision is made.

2. Award of Contract

The State of Utah will enter into a contract with the firm submitting the lowest 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 found in the specifications. The contract time will be as indicated in the bid. The selected contractor, simultaneously with the execution of the contract agreement, will be required to furnish a performance bond and a payment bond, both bearing original signatures, upon the forms provided in the bidding documents. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.

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 the Owner nor the Consultant 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. Permits

In concurrence with the requirements for permitting in the General Conditions, it is the responsibility of the Contractor to obtain the fugitive dust plan requirements from the Utah Division of Air Quality and the SWPPP requirements from the Utah Department of Environmental Quality and submit the completed forms and pay any permit fee that may be required for this specific project. Failure to obtain the required permit may result in work stoppage and/or fines from the regulating authority that will be the sole responsibility of the Contractor. Any delay to the project as a result of any such failure to obtain the permit or noncompliance with the permit shall not be eligible for any extension in the Contract Time.

7. Financial Responsibility of Contractors and Subcontractors

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

8. 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.

9. Product Approvals

Where reference is made to one or more proprietary products in the contract documents, but restrictive descriptive materials of one or more manufacturer(s) is referred to in the contract documents, the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the drawings and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the consultant. Such written approval must occur prior to the deadline established for the last scheduled addenda to be issued. The consultant's written approval will be in an issued addendum. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design as determined by the consultant.

10. Withdrawal of Bids

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

11. Time is of the Essence

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

12. Right to Reject Proposals

The Owner reserves the right to reject any or all bids.

STAGE II – SCHEDULE

PROJECT NAME: **DFCM PROJECT #:**				
Event	**Day**	**Date**	**Time**	**Place**
Stage II Bidding Documents Available				DFCM 4110 State Office Building SLC, UT and the DFCM web site*
Mandatory Pre-bid Site Meeting				
Deadline for Submitting Questions				*Project Manager* – DFCM E-mail Fax (801)-538-3267
Addendum Deadline (exception for bid delays)			2:00 PM	DFCM web site*
Prime Contractors Turn in Bid and Bid Bond				DFCM 4110 State Office Building SLC, UT
Subcontractors List Due				DFCM 4110 State Office Building SLC, UT Fax 801-538-3677
Substantial Completion Date				

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

BID BOND

(Title 63, Chapter 56, U. C. A. l953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

DATED this _____ day of _____, 20_____ .

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

_____

_____

By:_____

Title: _____

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

_____

_____

By:_____

Title: _____

(Affix Corporate Seal)

Surety's name and address:

_____

_____

By: _____

Attorney-in-Fact (Affix Corporate Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

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

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

_____
NOTARY PUBLIC

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

Approved As To Form: August 20, 2002
By Alan S. Bachman, Asst Attorney General

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM

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

DOLLAR AMOUNTS FOR LISTING

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

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

LICENSURE:

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

'SPECIAL EXCEPTION':

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

GROUNDS FOR DISQUALIFICATION:

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

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

CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:

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

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

EXAMPLE:

Example of a list where there are only four subcontractors:

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

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

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

STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and

DFCM

SUBCONTRACTORS LIST

FAX TO 801-538-3677

PROJECT TITLE: _____

Caution: You must read and comply fully with instructions.

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

We certify that:

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

FIRM: _____

DATE: _____ SIGNED BY: _____

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

4110 State Office Building, Salt Lake City, Utah 84114 - telephone 801-538-3018 – facsimile 801-538-3677 – http://dfcm.utah.gov

3000/300/____/FVA/____/_____/___
Project No. _____

CONTRACTOR'S AGREEMENT

FOR:

_____
_____
_____

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

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

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

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

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

The DFCM General Conditions ("General Conditions") dated May 25, 2005 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 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 Invitation to Bid, Instructions to Bidders/ Proposers and the Bid/Proposal, to the extent not in conflict therewith and other documents and oral presentations that are documented as an attachment to the contract.

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

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

safeguard and protect such equipment or materials and is responsible for safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR: _____

_____
Signature Date

Title: _____

_____
Please type/print name clearly

State of _____)
)
County of _____)

On this ____ day of _____, 20____, personally appeared before me, _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he (she) is the _____ (title or office) of the firm and that said document was signed by him (her) in behalf of said firm.

_____
Notary Public

(SEAL)

My Commission Expires _____

APPROVED AS TO AVAILABILITY OF FUNDS:

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

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

_____
_____ Date
Capitol Improvements

APPROVED AS TO FORM:
ATTORNEY GENERAL
November 30, 2006
By: Alan S. Bachman
Asst Attorney General

APPROVED FOR EXPENDITURE:

_____
Division of Finance Date

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: August 20, 2002
By Alan S. Bachman, Asst Attorney General

PAYMENT BOND

(Title 63, Chapter 56, U. C. A. l953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, l953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

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

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

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

WITNESS OR ATTESTATION:

_____

PRINCIPAL:

_____

By: _____
(Seal)

Title: _____

WITNESS OR ATTESTATION:

_____

SURETY:

_____

By: _____
Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

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

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

My commission expires: _____
Resides at: _____

_____
NOTARY PUBLIC

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

Approved As To Form: August 20, 2002
By Alan S. Bachman, Asst Attorney General