



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

**MULTI-STEP BIDDING PROCESS
FOR
CONTRACTORS**

**Request For Solicitation For
Construction Services**

**Open-Ended Multi-Step Pre-Qualified
General Contractors**

October 24, 2018

**MWC IMPROVEMENTS
LEE KAY SHOOTING RANGE**

**DIVISION OF WILDLIFE RESOURCES
SALT LAKE CITY, UTAH**

DFCM Project No. 19051520

Ensign Engineering
169 North Main Street
Tooele, Utah

TABLE OF CONTENTS

	Page #
Title Sheet	1
Table of Contents	2
Invitation to Bid	3
Project Description	4
Stage II – Open Ended Multi-Step Pre-Qualified Bidding Process	5
Stage II - Project Schedule	9
Instructions and Subcontractors List Form	10
Contractor's Agreement	13
Certificate of Substantial Completion	
Past Performance Rating Form	
Technical Specifications:	
Drawings:	

Current copies of the DFCM General Conditions dated May 25, 2005 and all Supplemental General Conditions are available upon request at the DFCM office and on the DFCM web site at <https://dfcm.utah.gov/wp-content/uploads/DFCM-General-Conditions.pdf>, and are hereby made part of these contract documents by reference.

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

SciQuest Contact Information:

- **Project Specific Questions:** Refer to Project Schedule for deadline. All questions are to be submitted through SciQuest at (<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>).
- **SciQuest Technical/Bidding Questions:** sciquestadmin@utah.gov.

INVITATION TO BID

ONLY FIRMS PRE-QUALIFIED DURING STAGE I OF THE RFS ARE ALLOWED TO BID ON THIS PROJECT

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

MWC IMPROVEMENTS LEE KAY SHOOTING RANGE
DIVISION OF WILDLIFE RESOURCES – SALT LAKE CITY, UTAH
DFCM PROJECT NO. 19051520

Project Description: See Project Description on page 4 for contact information and list of pre-qualified contractors.

Construction Cost Estimate: \$250,000.00

The bid documents will be available at 3:00 PM on Wednesday, October 24, 2018 on the DFCM web page at <http://dfcm.utah.gov>.

A **MANDATORY** pre-bid meeting and site visit will be held at **3:00 PM on Thursday, November 1, 2018** at Lee Kay Shooting Range-Main Building Lobby, 6000 West 2100 South, Salt Lake City, Utah. All pre-qualified prime contractors wishing to bid on this project must attend this meeting.

Bids are to be submitted electronically until 3:00 PM on Thursday, November 15, 2018 through a secure mailbox at SciQuest (<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>). It is the sole responsibility of the contractor to ensure their bid reaches SciQuest before the closing date and time. There is no cost to the contractor to submit electronic bids via SciQuest. Electronic bids may require the uploading of electronic attachments. The submission of attachments containing embedded documents (i.e., zip files, .mov, wmp, and mp3 files, etc.) is prohibited. All documents should be attached as separate files. For questions relating to SciQuest, please email sciquestadmin@utah.gov.

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 the AIA Bid Bond Form A310-2010 (which is now required by DFCM), shall accompany the bid submission and uploaded in SciQuest. **If the bid bond is not furnished with the bid through SciQuest, the BID is NONRESPONSIVE.**

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

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
Room 4110 State Office Building
Capitol Hill Complex
Salt Lake City, Utah 84114

PROJECT DESCRIPTION

Contact Information:

Project Specific Questions: Refer to Project Schedule for deadline. All questions are to be submitted through SciQuest at (<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>).

SciQuest Technical/Bidding Questions: sciquestadmin@utah.gov.

DFCM Project Manager: Lucas Davis

Phone: 801-842-8210

Email: lucasdavis@utah.gov

Project Description/Base Bids: Shooting Range modifications including long range shooting protection, berm reconstruction, new fencing, action shooting range berms, etc. per plans and specifications.

Additive Alternates: None

Liquidated Damages: \$250 per day.

Health Insurance Statement of Compliance Applies to: (i) a prime contractor (and design professional) if the prime contract (or design professional contract) is in the aggregate amount of \$2,000,000 or greater; and (ii) applies to a subcontractor (and subconsultant of design professional) if the subcontract is in the aggregate amount of \$1,000,000 or greater. Go to <http://www.health.utah.gov/chip/PDF/2016Benchmark.pdf>. for benchmark information.

Open Ended Multi-Step Pre-qualified General Contractors List

Firm Name	Address	Pre- Qualification Expiration Date
A-4 Construction, Inc.	Sandy, Utah 84070	January 1, 2019
Acme Construction	North Salt Lake, Utah 84054	January 1, 2019
Advanced Construction & Design	Washington, Utah 84780	January 1, 2019
Archer Construction, Inc.	Salt Lake City, Utah 84116	January 1, 2019
Arnell-West Inc.	Salt Lake City, Utah 84119	January 1, 2019
Ascent Construction, Inc.	Centerville, Utah 84014	January 1, 2019
Barton Excavating, Inc.	Ephraim, Utah 84627	July 1, 2019
BODEC, Inc.	Price, Utah 84051	March 1, 2020
Broderick and Henderson Const., LC	Orem, Utah 84058	January 1, 2019
Brubaker Construction, Inc.	Salt Lake City, Utah 84047	January 1, 2020
Bud Mahas Construction, Inc.	Salt Lake City, Utah 84116	January 1, 2019
Busk Incorporated	Richfield, Utah 84701	July 1, 2019
Cameron & Company dba Cameron Construction	Salt Lake City, Utah 84115	April 1, 2020
Carter Enterprises, Inc.	Cedar City, Utah 84721	January 1, 2019
Continental Engineering & Const., Inc.	Salt Lake City, Utah 84115	January 1, 2019
COP Construction, LLC	North Salt Lake, Utah 84054	July 1, 2019
Country Wide Builders, LLC	Spanish Fork, Utah 84660	July 1, 2019
Crimson Patch dba	Herriman, Utah 84096	July 1, 2019

Precision Construction		
CRC Construction, Inc.	Midvale, Utah 84047	January 1, 2019
Creative Times Day School dba Creative Times, Inc. (CTI Construction)	Ogden, Utah 84401	January 1, 2019
CSM Construction, Inc.	West Jordan, Utah 84081	July 1, 2019
Culp Commercial Construction, LLC	Salt Lake City, Utah 84115	July 1, 2019
Custom Construction & Design, Inc.	Herriman, Utah 84096	July 1, 2019
Double E Construction, Inc.	Green River, Utah 84525	January 1, 2020
DSB Construction	American Fork, Utah 84003	April 1, 2020
DWA Construction, Inc.	Logan, Utah 84323	July 1, 2019
Entelen Design-Build, LLC	Sandy, Utah 84070	January 1, 2019
Evans Grader & Paving, Inc.	Provo, Utah 84606	July 1, 2019
Guardian Construction, Inc.	Layton, Utah 84041	November 1, 2019
Geneva Rock Products	Murray, Utah 84107	January 1, 2020
Gramoll Construction Company	North Salt Lake, Utah 84054	January 1, 2019
Grand Enterprises, LLC	Layton, Utah 84041	July 1, 2019
Harward and Rees	Loa, Utah	November 1, 2019
HHI Corporation	Farmington, Utah 84025	January 1, 2019
High Desert Excavating, Inc.	Green River, Utah 84525	January 1, 2019
Hughes General Contractors	North Salt Lake, City 84054	April 1, 2020
Hydro-Tech, Inc.	Lehi, Utah 84043	July 1, 2019
JC Construction, Inc.	Salt Lake City, Utah 84107	January 1, 2019
J. L. Hardy Construction, Inc.	Bountiful, Utah 84010	April 1, 2020
J. Lyne Roberts & Sons, Inc.	Provo, Utah 84604	July 1, 2019
Judd Construction	Draper, Utah 84020	January 1, 2019
Keller Construction, Inc.	Salt Lake City, Utah 84119	January 1, 2019
Landmark Companies, Inc.	Logan, Utah 84323	January 1, 2019
Lundahl Building Systems	Logan, Utah 84321	April 1, 2020
Mel Clark, Inc.	Cedar City, Utah 84721	January 1, 2019
Merrill Sheriff Construction, Inc.	Centerville, Utah 84014	July 1, 2019
Modern Construction	South Jordan, Utah 84095	January 1, 2020
MW Construction, Inc.	Paradise, Utah 84328	January 1, 2019
Nelson Brothers Construction Company	Salt Lake City, Utah 84115	January 1, 2019
North Ridge Construction, Inc.	Park City, Utah 84068	January 1, 2019
Northern Construction, LLC	Ogden, Utah 84401	April 1, 2020
OMA Construction Company, LLC	Orem, Utah 84057	July 1, 2019
OnSite Development, Inc.	Ogden, Utah 84404	July 1, 2019
Patriot Construction, LLC	Ogden, Utah 84404	January 1, 2019
Paulsen Construction	Salt Lake City, Utah 84115	January 1, 2019
Pentalon Construction, Inc.	Salt Lake City, Utah 84107	July 1, 2019
R. B. Construction	Spanish Fork, Utah 84660	April 1, 2020
R. Ray Ward Constructions Company	Farr West, Utah	January 1, 2020
Raymond Construction	Logan, Utah 84341	January 1, 2019
Rod Lewis Construction, LLC	Orem, Utah 84058	July 1, 2019
Rueckert Construction	Salt Lake City, Utah 84157	January 1, 2019
Saunders Construction, Inc.	Ogden, Utah 84404	January 1, 2019
Schmidt Construction, Inc.	Cedar City, Utah 84721	January 1, 2019
Shaw Construction, LLC	Grand Junction, Colorado	January 1, 2019

Spindler Construction Corp.	Logan, Utah 84321	January 1, 2019
Stacey Enterprises, Inc.	Ogden, Utah 84405	January 1, 2019
South Mountain Builders, Inc.	Riverton, Utah 84065	July 1, 2019
Stout Building Contractors, LLC	Centerville, Utah 84014	July 1, 2019
Tri-Hurst Construction	Blanding, Utah 84511	January 1, 2019
Tushar Contracting, Inc.	Beaver, Utah 84115	July 1, 2019
United Contractors, Inc.	Salt Lake City, Utah 84713	July 1, 2019
VanCon, Inc.	Springville, Utah 84663	January 1, 2019
Valley Design & Construction	Layton, Utah 84041	April 1, 2020
Veritas, Inc.	Draper, Utah 84020	July 1, 2019
Wade Payne Construction, Inc.	Orem, Utah 84059	July 1, 2019
Wadman Corporation	Ogden, Utah 84401	January 1, 2019
Warner & Associates Construction, Inc.	Spanish Fork, Utah 84660	January 1, 2019
Watts Construction, Inc.	St. George, Utah 84790	July 1, 2019
XCEL General Contracting	Bountiful, Utah 84101	January 1, 2019
Zwick Construction	Midvale, Utah 84047	January 1, 2020

STAGE II - OPEN-ENDED MULTI-STEP PRE-QUALIFIED BIDDING PROCESS

ONLY FIRMS PRE-QUALIFIED DURING STAGE I OF THE RFS ARE ALLOWED TO BID ON THIS PROJECT

1. Invitational Bid Procedures

Each pre-qualified firm will be notified via e-mail from SciQuest when a project is ready for Construction Services to invite them to bid on the project.

2. Drawings and Specifications and Interpretations

Drawings, specifications and other contract documents may be obtained as stated in the Invitation to Bid. If any firm is in doubt as to the meaning or interpretation of any part of the drawings, specifications, scope of work or contract documents, they shall submit a request for interpretation through SciQuest's web site at <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah> by the question deadline identified in the schedule. Answers to questions and interpretations will be made via addenda issued by DFCM. Neither DFCM or the designer shall be responsible for incorrect information obtained by contractors from sources other than the official drawings/specifications and addenda issued by DFCM.

3. 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 Designer. Such written approval must occur prior to the deadline established for the last scheduled addendum to be issued. The Designer's written approval will be included as part of the addendum issued by DFCM. 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 Designer.

4. Mandatory PreBid Site Meeting

If a firm fails to attend a pre-bid site meeting labeled "Mandatory" they will not be allowed to bid on the project. At the mandatory meeting, contractors may have an opportunity to inspect the site, receive additional instructions and ask questions about the project. The schedule contains information on the date, time, and place of the mandatory pre-bid site meeting.

5. Addenda

All clarifications from DFCM will be in writing and issued as an addendum to the RFS. Addenda will be posted on SciQuest's web site. Contractors are responsible for obtaining information contained in each addendum from the web site. Addenda issued prior to the submittal deadline shall become part of the bidding process and must be acknowledged when the bid is submitted electronically through SciQuest. Failure to acknowledge addenda shall result in disqualification from bidding. DFCM shall not be responsible for incorrect information obtained by contractors from sources other than official addenda issued by DFCM.

6. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors

Contractors shall respond promptly to any inquiry in writing by DFCM to any concern of financial responsibility of the Contractor, Subcontractor or Sub-subcontractor. Failure to respond may result in suspension from DFCM's list of pre-qualified contractors.

7. 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.

8. 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.

9. Bid and Bid Bond

Before submitting a bid, each bidder shall carefully examine the contract documents; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the contract documents including those added via addenda. If the bidder observes that portions of the contract documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the DFCM Project Manager. Changes necessary to correct these issues will be made via addenda issued by DFCM.

Bids are to be submitted electronically through a secure mailbox at SciQuest until the date and time on the Project Schedule. It is the sole responsibility of the contractor to ensure their bid reaches SciQuest before the closing date and time. There is no cost to the contractor to submit electronic bids via SciQuest. Electronic bids may require the uploading of electronic attachments. The submission of attachments containing embedded documents (i.e., zip files, .mov, wmp, and mp3 files, etc.) is prohibited. All documents should be attached as separate files.

A bid bond properly signed by the contractor and a qualified surety, on the AIA Bid Bond Form A310-2010 (which is now required by DFCM), in the amount of 5% of the bid, shall accompany the bid submission and uploaded in SciQuest. **If the bid bond is not furnished with the bid through SciQuest, the BID is NONRESPONSIVE.** THIS BID BOND MUST BE ON THE AIA BID BOND FORM A310-2010 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.

A CASHIER’S CHECK CANNOT BE USED AS A SUBSTITUTE FOR A BID BOND.

10. Listing of Subcontractors

Listing of Subcontractors shall be as summarized in the “Instructions and Subcontractor’s List Form”, included as part of the contract documents. The subcontractors list shall be e-mailed to dfcmcontracts@utah.gov within 24 hours of the bid opening. Requirements for listing additional subcontractors will be listed in the contract documents.

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements may be suspended from DFCM’s list of pre-qualified contractors.

11. Contract and Bond

The Contractor's Agreement will be in the form provided in this document. The Contract Time will be as indicated in the bid. The successful bidder, simultaneously with the execution of the Contract Agreement, will be required to furnish a performance bond and a payment bond on the AIA Performance and Payment Bond Form A312-2010 (which is now required by DFCM). These fully executed/signed bonds are to be e-mailed to dfcmcontracts@utah.gov.

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.

12. Award of Contract

The Contract will be awarded as soon as possible to the lowest, responsive and responsible bidder, based on the lowest combination of base bid and acceptable prioritized alternates, provided the bid is reasonable, is in the interests of DFCM to accept and after applying the Utah Preference Laws in U.C.A. Title 63, Chapter 56. DFCM reserves the right to waive any technicalities or formalities in any bid or in the bidding. Alternates will be accepted on a prioritized basis with Alternate 1 being highest priority, Alternate 2 having second priority, etc. Alternates will be selected in prioritized order up to the construction cost estimate.

13. Right to Reject Bids

DFCM reserves the right to reject any or all Bids.

14. Withdrawal of Bids

Bids may be withdrawn on written request received from bidders within 24 hours after the bid opening if the contractor has made an error in preparing the bid.

15. DFCM Contractor Performance Rating and Pre-Qualification Status

As a contractor completes each project, DFCM will evaluate project performance based on the enclosed “DFCM Contractor Performance Rating” form. The ratings issued on this project may affect the firm’s “pre-qualified” status and their ability to obtain future work with DFCM. Contractors shall remain on DFCM’s list of pre-qualified contractors provided: (a) they receive a performance rating of 4.0 or greater on each DFCM project. If a rating less than 4.0 is received on any single project the contractor will be removed from the pre-qualified list and will not be eligible to re-apply for a minimum of 12 months, (b) they are not suspended for 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 Stage I, (d) the financial viability of the firm has not significantly changed, and (e) the firm is not otherwise disqualified by DFCM. Note: If a contractor fails to comply with items (a) through (e) above, they may be removed from DFCM’s list of pre-qualified contractors. Pre-qualified contractors are ONLY authorized to bid on projects within the discipline that they were originally pre-qualified under.



Stage II - PROJECT SCHEDULE SCIQUEST BID # DA19017

PROJECT NAME:	MWC IMPROVEMENTS LEE KAY SHOOTING RANGE DIVISION OF WILDLIFE RESOURCES – SALT LAKE CITY, UTAH			
DFCM PROJECT NO:	19051520			
Event	Day	Date	Time	Place
Stage II Bidding Documents Available	Wednesday,	October 24, 2018	3:00 PM	DFCM web site *
Mandatory Pre-bid Site Meeting	Thursday,	November 01, 2018	3:00 PM	DWR Lee Kay Shooting Range Main Building Lobby 6000 West 2100 South Salt Lake City, Utah
Deadline for Submitting Questions	Tuesday,	November 06, 2018	3:00 PM	SciQuest Web site**
Addendum Deadline (exception for bid delays)	Tuesday,	November 13, 2018	3:00 PM	SciQuest Web site**
Prime Contractors Turn in Bid and Bid Bond	Thursday,	November 15, 2018	3:00 PM	SciQuest Web site**
Subcontractors List Due	Friday,	November 16, 2018	3:00 PM	E-mail: dfcmcontracts@utah.gov
Substantial Completion Date	Friday,	March 01, 2019		

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

** SciQuest's web site address <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>

SciQuest Contact Information:

* **Project Specific Questions:** Refer to Project Schedule for deadline. All questions are to be submitted through SciQuest at (<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>).

** **SciQuest Technical/Bidding Questions:** sciquestadmin@utah.gov.

**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.

GROUND 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	NAME OF 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.

CONTRACTOR'S AGREEMENT

FOR:

THIS CONTRACTOR'S AGREEMENT, made and entered into this ___th day of _____ 201_ 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 _____, hereinafter referred to as "Contractor", whose address is _____, Utah 84___.

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

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 “ _____, Utah.”

The DFCM General Conditions (“General Conditions”) which are current as of the date of this Agreement and all Supplemental General Conditions (“also referred to as General Conditions”) on file at the office of DFCM and available on the DFCM website (<https://dfcm.utah.gov/wp-content/uploads/DFCM-General-Conditions.pdf>), 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 __ CENTS** (\$ _____), which is *the sum of* the Base Bid and *Additive Alternates Nos. _____*, 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 _____, 201_. 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.

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

CONTRACTOR:

APPROVED AS TO FORM:
ATTORNEY GENERAL
July 10, 2017
By: MICHAEL J. KELLEY
Asst Attorney General

**DIVISION OF FACILITIES CONSTRUCTION
AND MANAGEMENT**

*/S/ DFCM _____
DFCM

Approved for expenditure:

*/S/ Division of Finance _____
Division of Finance

Approved as to availability of funds:

*/S/ David D. Williams, Jr. _____
David D. Williams, Jr.
DFCM Financial Director

* Electronic signatures are effective when the AIM Status History page is attached to this agreement following this signature page. The AIM Status History page identifies the State signatures.



Division of Facilities Construction and Management

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: _____ PROJECT #: _____

AGENCY/INSTITUTION: _____ Purchase Order#: _____

AREA ACCEPTED: _____

The Work performed under the subject Purchase Order has been reviewed on this date and found to be Substantially Completed as defined in the General Conditions; including that the construction is sufficiently completed in accordance with the Purchase Order Documents, as modified by any change orders agreed to by the parties, so that the State of Utah can occupy the Project or specified area of the Project for the use for which it is intended.

DFCM accepts the Project or specified area of the Project as Substantially Complete and will assume full possession of the Project or specified area of the Project at _____ (time) on _____ (date).

DFCM accepts the Project for occupancy and agrees to assume full responsibility for maintenance and operation, including utilities and insurance, of the Project subject to the itemized responsibilities and/or exceptions noted below:

The Owner acknowledges receipt of the following closeout and transition materials:

- Record Drawings
- O & M Manuals
- Warranty Documents
- Completion of Training Requirements

A list of items to be completed or corrected (Punch List) is attached hereto. The failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Purchase Order Documents, including authorized changes thereof. The amount of _____ (Twice the value of the punch list work) shall be retained to assure the completion of the punch list work.

The Contractor shall complete or correct the Work on the list of (Punch List) items appended hereto within _____ calendar days from the above date of issuance of this Certificate. If the list of items is not completed within the time allotted the Owner has the right to be compensated for the delays and/or complete the work with the help of independent contractor at the expense of the retained project funds. If the retained project funds are insufficient to cover the delay/completion damages, the Owner shall be promptly reimbursed for the balance of the funds needed to compensate the Owner.

PAST PERFORMANCE RATING EVALUATION

DATE		Address		
Firm Name		City, State & Zip Code		
Firm Contact		Phone Number		
Project Number & Name				
Project Manager		Completion Date		
Service Provided		Contract Amount		
RATINGS GUIDE	Quality of Product or Service	Cost Control	Timeliness of Performance	Business Relations
5-exceptional	Contractor/AE has demonstrated an exceptional level in any of the above four categories that justifies adding a point to the score. Contractor performance clearly exceeds the performance levels described as "Above Average"			
4-Above Average	Contractor/AE is in compliance with contract requirements and delivers quality product or service	Contractor/AE is effective in managing costs and submits current, accurate, and complete billings	Contractor/AE is effective in meeting milestones and delivery schedule	Response to inquiries, technical, service, administrative issues is effective
3-Average	Minor inefficiencies/errors have been identified	Contractor/AE is usually effective in managing cost effectively	Contractor/AE is usually effective in meeting milestones and delivery schedules.	Response to inquiries, technical, service, administrative issues is somewhat effective
2-Below Average	Major problems have been encountered	Contractor/AE is having major difficulty managing cost.	Contractor/AE is having major difficulty meeting milestones and delivery schedule.	Response to inquiries, technical, service, and administrative issues is marginally effective.
1-Unsatisfactory	Contractor/AE is not in compliance & is jeopardizing achievement of contract objectives.	Contractor/AE is unable to manage costs effectively.	Contractor/AE delays are jeopardizing performance of contract objectives	Response to inquiries, technical, service, and administrative issues is not effective.
Rate the Following		COMMENTS		
Quality of Product or Service	0			
Cost Control	0			
Timeliness of Performance	0			
Business Relations	0			
Overall Rating	0.00			