

# **Project Delegation**

## **Memorandum of Understanding**

**Between The Utah Division of Facilities Construction and Management (“DFCM”)  
And State Government Entity: [Utah Schools for the Deaf and Blind] (Hereinafter “Entity”)**

WHEREAS, UCA 63A-5b-604(3)(a) provides that: “[s]ubject to Subsection (3)(b), the director may delegate control over design, construction, and other aspects of any project to entities of state government on a project-by-project basis; and

WHEREAS, UCA 63A-5b-604(3)(b) provides that: “[w]ith respect to a delegation of control under Subsection (3)(a), the director may: (i) impose terms and conditions on the delegation that the director considers necessary or advisable to protect the interests of the state; and (ii) revoke the delegation and assume control of the design, construction, or other aspect of a delegated project if the director considers the revocation and assumption of control to be necessary to protect the interests of the state; and

WHEREAS, the Entity has expressed a desire for delegation for the control of the project described herein; and

WHEREAS, the Entity has staff that are capable of project management to a sufficient degree for the type of project listed, and have undergone training by DFCM for project management protocol; and

WHEREAS, the Director of DFCM and the Entity have agreed that this situation should be addressed through a delegation of control as outlined herein; and

WHEREAS, the Director of DFCM and Entity find it desirous to enter into this Memorandum of Understanding (hereinafter “MOU”).

THEREFORE, the parties agree as follows:

**1. PROJECT.** This MOU shall govern the control of the following project:

**Project Name:** USDB - Residential outdoor tree mulch border

**Project Description:** Removal of top soil, prepping of area for curbing and mulch installation.

**Total Budget Limit Allowed for Institution:** \$152,438.00

**Entity Contact:** Dwight Overgaard, [dwightto@usdb.org](mailto:dwightto@usdb.org), 801-719-1013

**Project Manager assigned by DFCM:** Darrell Hunting – [dhunting@utah.gov](mailto:dhunting@utah.gov) – 801-244-7647

**Project Manager assigned by Entity:** Dwight Overgaard, [dwightto@usdb.org](mailto:dwightto@usdb.org), 801-719-1013

**Completion Date:** May 30, 2024

**2. PROJECT MANAGERS.** The DFCM Director has appointed a DFCM Project Manager to the specified project identified in Section 1 above. The Entity has also appointed a Project Manager to the specified project identified in Section 1 above. The Entity shall not change the Entity’s Project Manager identified in Section 1 above without advance approval of DFCM.

**3. DAILY PROJECT MANAGEMENT.** The Entity’s Project Manager will also be responsible for daily project management and coordination of the project’s activities including those with the designer and contractor.

**4. REPORTING.** The Entity’s Project Manager will keep the DFCM Project Manager informed in writing on a regular basis, but in no case less than on a monthly basis, as to the status of the subject project and will provide the DFCM Project Manager with the proposed and final design phases of the project for DFCM review as well as the proposed contract with the general contractor, proposed change orders and similar significant events related to the project. Final record drawings as well as operation and maintenance manuals shall be maintained by the Entity and available upon request by DFCM. The DFCM Project Manager shall be notified of all project meetings with the general contractor and/or designer, and shall be given an opportunity to attend any of those meetings

**5. OTHER TERMS AND CONDITIONS.** The Entity will retain signature authority for contracts, change orders and construction change directives, however, the Entity shall be required to perform selections for project consultants and contractors and submit the results to the DFCM Project Manager for approval prior to contract execution. The Entity shall: (i) assume fiduciary control over project finances; (ii) assume all responsibility for project budgets and expenditures; and (iii) receive all funds appropriated for the project, including any contingency funds contained in the appropriated project budget, however the DFCM Project Manager must approve any use of project contingency. The Entity may not access DFCM's statewide contingency reserve and/or project reserve. The Entity agrees to follow any attached additional requirements, use DFCM's contracts and forms (any modification of said DFCM contracts and forms must be approved in advance and in writing by DFCM), design manual, design standards, codes and guidelines. DFCM shall fulfill the role of compliance agency. The Entity shall enforce the Qualified Health Insurance Requirements set forth in UCA 63A-5b-607 on the Entity's contractors and subcontractors on the project and shall provide proof of compliance to DFCM upon request. The Agency will submit the following close out documents to the Division to be archived in the project folder in ProjectWise.

- a. Certificate of Substantial completion.
- b. As Built drawings and O&M manuals
- c. Final Code Inspection report – DFCM approved Code inspectors are required see – [utah.gov/wp-content/uploads/FY2023-Pre-Qualified-Code-Inspection-Firms.pdf](https://utah.gov/wp-content/uploads/FY2023-Pre-Qualified-Code-Inspection-Firms.pdf)

**6. TERMINATION, REVOCATION AND ASSUMPTION OF CONTROL BY DFCM.** This MOU may be terminated by the DFCM Director; the delegation provided for herein may be revoked by the DFCM Director and DFCM may assume control of the design, construction, or other aspect of the project if the DFCM Director considers the revocation and assumption of control to be necessary to protect the interests of the State of Utah.

**7. SIGNATURE AUTHORITY.** Each signatory below represents that he/she has the requisite authority to bind their respective party to all terms of this MOU.

**Entity**

By: *Dwight Overgaard*  
Dwight Overgaard (Jan 4, 2024 12:25 MST)  
**Dwight Overgaard**  
**Facility Director**  
**Utah Schools for the Deaf and Blind**

**Division of Facilities Construction & Management**

By: *Darrell Hunting*  
**Darrell Hunting**  
**Assistant Director**  
**Capital Improvements**

APPROVED AS TO FORM:  
Mike Kelley  
Assistant Attorney General