

AGENDA OF THE UTAH STATE BUILDING BOARD

Wednesday, February 6, 2013
Multipurpose Room 227, Utah Library for the Blind
250 North 1950 West
Salt Lake City, Utah
9:00 am

- (Action) 1. **Approval of Minutes of December 5, 2012**..... Tab 1
- (Action) 2. **Request Permission for the Department of Public Safety, Division of Driver License and Division of Communications to Construct a New Building on the UDOT Site in Price**..... Tab 2
- (Action) 3. **Proposed High Cost Lease for the Administrative Office of the Courts of Juab County, located in Nephi, Utah**..... Tab 3
- (Action) 4. **SLCC Reallocation of Capital Improvement Funds for South City Campus**..... Tab 4
- (Action) 5. **Approval of Revolving Loan Fund for Salt Lake Community College**..... Tab 5
- (Action) 6. **Five Year Notice of Review and Statement of Continuation for Rule R23-13, State of Utah Parking Rules for Facilities Managed by the Division of Facilities and Construction Management** Tab 6
- (Action) 7. **Five Year Notice of Review and Statement of Continuation for Rule R23-22, General Procedures for Acquisition and Selling of Real Property** Tab 7
- (Action) 8. **UNG Camp Williams Sunrise Hall Worship Center** Tab 8
- (Action) 9. **Capital Improvement Reallocation for University of Utah Eccles Institute of Human Genetics Building (EIHG) for Emergency Repair**..... Tab 9
- (Action) 10. **Administrative Reports for University of Utah and Utah State University**..... Tab 10
- (Action) 11. **Administrative Reports for DFCM** Tab 11

Notice of Special Accommodation During Public Meetings - In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Cee Cee Niederhauser 538-3261 (TDD 538-3696) at least three days prior to the meeting. *This information and all other Utah State Building Board information is available on DFCM web site at:*
<http://dfcm.utah.gov/dfcm/utah-state-building-board.html>



Gary R. Herbert
Governor

Utah State Building Board

4110 State Office Building
Salt Lake City, Utah 84114
Phone (801) 538-3018
Fax (801) 538-3267

MEMORANDUM

To: Utah State Building Board
From: David G. Buxton
Date: February 6, 2013
Subject: **Approval of Minutes for December 5, 2013**

Attached for your review and approval are the minutes of the Utah State Building Board Meeting held December 5, 2012.

DGB: cn
Attachments

Utah State Building Board



MEETING

December 5, 2012

MINUTES

Utah State Building Board Members in Attendance:

N. George Daines, Chair
David Fitzsimmons
Sheila Gelman
Jeff Nielson
Chip Nelson
Ned Carnahan
Gordon Snow

DFCM and Guests in Attendance:

Gregg Buxton	Division of Facilities Construction & Management
Cee Cee Niederhauser	Division of Facilities Construction & Management
Kurt Baxter	Division of Facilities Construction & Management
Rich Amon	Department of Administrative Services
Alan Bachman	Office of the Attorney General
Chiarina Gleed	Office of the Attorney General
Kimberlee Willette	Governor's Office of Planning and Budget
Mark Bleazard	Legislative Fiscal Analyst Office
John Harrington	Division of Facilities Construction & Management
Bianca Shama	Division of Facilities Construction & Management
John Nichols	Division of Facilities Construction & Management
Lynn Hinrichs	Division of Facilities Construction & Management
Wayne Christensen	Division of Facilities Construction & Management
Cheryl Searle	Division of Facilities Construction & Management
Michael Bensen	Southern Utah University
Dorian Page	Southern Utah University
Dave Tanner	Southern Utah University
Ken Nye	University of Utah
Mark Halverson	Weber State University
Kevin P. Hansen	Weber State University
Charles Darnell	Utah State University
Ben Berrett	Utah State University

David Cowley	Utah State University
James Morales	Utah State University
Christian Thrapp	Utah State University
Niel Holt	USU/SDL
Lyndon Loosle	USU/SDL
Sherry J. Ruesch	Dixie State College
Bob Askerlund	Salt Lake Community College
Malin Francis	Salt Lake Community College
W. Ralph Hardy	Commission of Higher Education
Amber Craighill	BHB Engineers
Keri Hammond	EDA Architects
Stephanie Ray	EDA Architects
Russ Bachmeier	FFKR Architects
Julie Attig	Reaveley Engineers
Rick Stock	Sunrise Engineering
Jay Bollwinkle	MGB+A
James Knight	Eaton Architecture
Burke Cartwright	EDA Architects
Tracy Neale	GSBS Architects
Michael Leishman	FFKR Architects

On Wednesday, December 5, 2012 the Utah State Building Board held a regularly scheduled meeting in Room 250 of the Utah State Capitol, Salt Lake City, Utah. Chair George Daines called the meeting to order at 9:08 am.

APPROVAL OF MINUTES OF OCTOBER 24, 2012

Chair Daines sought a motion for approval of the minutes.

MOTION: Ned Carnahan moved to approve the meeting minutes of October 24, 2012. The motion was seconded by David Fitzsimmons and passed unanimously.

REQUEST FOR PROGRAMMING FOR WEBER STATE'S SCIENCE LAB REPLACEMENT PROJECT

Kevin Hansen, Associate Vice-President of Facilities at Weber State reported that this project was presented before the Board during the Capital Development Hearing in October. Weber State feels an urgent need to proceed with programming for this project in order to identify the precise needs and perimeters of the building. When they receive approval from the Legislature for design and construction, they will be ready to move forward with the project. The programming phase will take several months. The University will pay approximately \$500,000 for the programming for this project because of its size and scope. They are requesting that the Board approve their request to proceed with programming paid by University funds with the provision that when the project is funded by the Legislature, they would be able to recoup the \$500,000 invested in the project. This will keep this project on a schedule which will best meet the needs of the University. They do not anticipate any problems if the funding is delayed for three to four years.

MOTION: Chip Nelson moved to approve the Programming for Weber State’s Science Lab Replacement Project. The motion was seconded by Sheila Gelman and passed unanimously.

Chair Daines requested that the record note that the University is spending their funds for programming. The expenditure of those funds will be reimbursed once the state allocates the funding for the project. Until that time, the University is investing their money in the programming phase of this project.

☐ SUU CENTER FOR THE ARTS RESUBMITTAL

Chair Daines reminded the Board that this project had been tabled at the last meeting.

MOTION: Jeff Nielson moved to allow SUU to bring their Center for the Arts back to the Board for discussion and consideration during the meeting. The motion was seconded by Ned Carnahan and passed unanimously.

President Michael Benson and a member of the Executive Committee of SUU’s Board of Trustee’s, Eric Leavitt, addressed the Board. President Benson thanked Board member Ned Carnahan and Chair Daines for visiting campus to review their project. During their meeting they covered the scope and cost of the proposed project, the pledges and payment schedule and the proposed program, design, and construction timeline. SUU has also received additional donations totaling \$6 Million for this project since the October’s Board meeting with promises of additional offerings in the future. They are requesting that the Board approve the entire Southern Utah Center for the Arts project – not to exceed \$30 Million. In addition, they are requesting that “stop gaps” be put in place so that programming, design, and construction can commence as the requisite funds are in place. The proposed schedule was distributed to Board members:

Phase A	Artistic Production Facility (cost: \$8.8 Million)	January 31, 2013
Phase B:	Replacement Shakespeare Theatre (cost \$13 Million)	January 10, 2014
Phase C:	Southern Utah Museum of Art -- SUMA (cost: \$8.2 Million)	June 15, 2015

These phases will move forward as the funding is secured. Board members expressed concern over public funding from Iron County and Cedar City RDA for this project. Board member Ned Carnahan assured the Board that he had reviewed this with city and county representatives and felt their commitment to the project was solid. SUU indicated that O & M funding would be address with a surcharge on ticket sales and a transfer of O & M money from the current facility. In addition, SUU students voted and agreed to contribute toward O & M for this project. SUU does not anticipate coming to the state for O & M funding. Director Gregg Buxton clarified that this project will be classified as an auxiliary building. Chair Daines asked representatives from SUU to meet with DFCM concerning “cash equivalents” so that there would not be any confusion concerning this issue. In addition, SUU acknowledged that they had changed the order of the buildings for the Arts Center and felt that this new plan would allow the buildings with the most utility to be constructed first.

MOTION: Ned Carnahan moved to approve SUU’s Center for the Arts for \$30 Million with the proposed “stop gaps” or phases in place. Such “stop gaps” will prohibit

the University from moving to the next phase until funding for that phase is in place. The motion was seconded by Gordon Snow and passed unanimously.

Ned Carnahan requested that DFCM work with SUU and returns and report as the University moves through the phases of this project so that the Board has an understanding that the project is moving forward. Gordon Snow expressed concern that student fees would be raised to pay for O & M. President Benson said that this was an existing fee that would help with O & M. The Administration met with student body officers who agreed to have the fee transfer over for O & M for the museum. This will be the first student-run accredited museum in American which will provide teaching space and jobs for students

☐ UNG REALLOCATION FROM DEQ PROJECT

DFCM Real Estate Manager, Wayne Christensen reported that over two years ago the Federal Government transferred the title of three warehouses to the state of Utah. These warehouses were in poor condition and needed extensive renovations. Warehouse C6 is a total of 120,000 sf. State Archives presently occupies 80,000 sf of this building for additional archive space. The 40,000 sf at the north end of this warehouse is occupied by Division of Workforce Services (10,000 sf) and Utah National Guard (30,000 sf). DFCM is proposing that a ramp, man door and new lights be added to this portion of the Warehouse. They are requesting that \$50,000 be reallocated from a cancelled DEQ project and used to complete renovations in Warehouse C6.

MOTION: Jeff Nielson moved to approve the UNG Reallocation of funds from the DEQ Project. The motion was seconded by Chip Nelson and passed unanimously

☐ INFORMATIONAL UPDATE OF REVOLVING LOAN FUND

John Harrington, DFCM Energy Director provided an informational update on the status of the Revolving Loan Fund. The Revolving Loan Fund began with \$2.5 Million. They have approved thirteen loans on this amount – three have been paid back and ten are outstanding. All of the money has been distributed at least once and loan repayments have allowed them to provide some additional loans. Through careful assessment of institutions and agencies, it was determined there is a need for an additional \$3 Million for quick payback projects such as lighting retrofits, re-commissioning, piping insulation, variable frequency drives, boilers and a number of other projects. These quick payback projects would be from two to six years. Because of the demand, this additional loan money could easily be distributed within the next two to three months. This money is loaned interest free for energy efficient projects with an average 32.5 percent annualized return on the investment which benefits agency and universities. Director Gregg Buxton reminded the Board that eventually there will be Legislation which will regulate where and how these savings will be used. Chair Daines will report to the Infrastructure and General Government Appropriations Subcommittee during the new Legislative session and suggest that they appropriate additional funds to the State's Energy Program. John Harrington also addressed their experience with solar pv systems, new incentives from Rocky Mountain Power, federal and state tax credits for energy and some of their proposed projects for the future.

☐ **USU AGGIE LIFE AND WELLNESS CENTER RESUBMITTAL**

Chair Daines reminded the Board that this project had been tabled at the last meeting pending additional questions.

MOTION: Jeff Nielson moved to allow USU to bring their Aggie Life and Wellness Center back to the Board for discussion and consideration during the meeting. The motion was seconded by Gordon Snow and passed unanimously.

David Cowley, Vice-President of Facilities at Utah State University, James Morales, Vice-President of Student Services and Christian Thrapp, USU's current student body president gave the report. They addressed the additional questions presented by Gordon Snow and covered the following issues:

- 1) Students fees, which will help pay for this facility, will only increase for students at the Logan campus and not USU's regional campuses.
- 2) USU has set a goal to raise \$10 Million in donations for this facility. They are actively engaged in talking with donors. At this point they do not have any donations. Any private donations received before construction could offset the increase in student fees.
- 3) A student referendum was held to vote on this facility. Thirty-five percent of the student body voted on this issue. It passed by fifty-one percent. Students who were opposed to the facility simply did not want to pay for it.
- 4) The possibility of user fees instead of mandatory fees.
- 5) The use of the intramural playing fields across from the Wellness Center.
- 6) The debt service on the 30 year bond and the O & M required for this project would be approximately \$7 a sf.
- 7) The possibility of the University creating a Wellness Center that could be optional for students to join. Students who use the facility would pay for it.

Board members expressed concern about the burden of increased fees on the student body and the 30 year debt required of students. Ralph Hardy from the Commission of Higher Education commented that over the past two years, the Board has approved two similar facilities that were paid with student support – Utah Valley University and Weber State. Several members of the Board expressed support for this project but wanted to find other options for funding this facility.

MOTION: Jeff Nielson move to approve the Aggie Life and Wellness Center as presented by Utah State University. The motion was seconded by Chip Nelson and passed with 6 in favor and 1 abstained

☐ **USU SPACE DYNAMICS LABORATORY FACILITY, PHASE I**

David Cowley introduced Neal Holt, Director of the Space Dynamics Laboratory at USU and Linda Loosely, CFO of the USU Research Foundation. Mr. Cowley reported that USU is requesting approval to construct Phase I of the new Space Dynamics Laboratory facility located at the Innovation Campus in Logan. This new facility will house the C4ISR Systems Division which has reached maximum capacity and limited new growth. This is a non-state funded project with no O & M requested. Mr. Cowley explained that because of the timing the Legislative session and the next Board meeting, he would like the Board's approval contingent upon the approval from the Board of

Trustee on January 4, 2013 and the Board of Regents approval on January 25, 2013. Phase I of the new SDL building will be in the range of 60,000 sf and will include offices, electronics and computer testing laboratories, and other associated spaces. An initial feasibility study by FFKR Architects estimates a total project cost of \$20,232,000. This project, when approved by the Legislature will be funded with proceeds from bonds issued under USU's existing Research Revenue System. Board members expressed support for the project but were not comfortable giving approval prior to the Board of Trustees and Regents approval. Board members decided to hold a special conference call to have a motion and take the vote of the Building Board after prior approvals are received by USU. The Teleconference/Conference Call was scheduled for Monday, January 28, 2013 at 9:00 am in 4110 DFCM Teleconference Room. Assistant Attorney General, Alan Bachman confirmed that an electronic meeting could be held.

MOTION: Gordon Snow moved that the Board follow the approval process where USU's Space Dynamics Laboratory Facility, Phase I should receive approval from their Board of Trustees and the Board of Regents first. This motion includes the request to have a special Building Board meeting by telephone following Trustees and Regents approval to have a motion and vote on this project. The motion was seconded by Chip Nelson and passed unanimously

Note: USU did not return to the Board with this project on January 28, 2013. They notified DFCM that they had a new proposal for their project which did not require bonding.

☐ ADMINISTRATIVE REPORTS FOR UNIVERSITY OF UTAH AND UTAH STATE UNIVERSITY

Ken Nye from University of Utah reported that the University issued eight design and eight planning/other types of agreements during this reporting period. There were fifteen remodeling contracts and four site improvement contracts. One site improvement contract was procured in a non-standard way due to an emergency condition with a sixteen inch water main break at 1900 East and Medical Drive which virtually closed use of both roads. There was no activity with the Project Reserve Fund this month. The Contingency Reserve had one large decrease for the Eyring Chemistry HVAC System Upgrades for \$101,380.85 due to a variety of unforeseen conditions. The largest item was \$33,000 to provide for access stairs and the addition of a platform and rails for new exhaust fans on the roof in order to comply with code requirements. The next largest item was for \$9,220 to repair an existing duct that was leaking. The balance of the transfer was for twelve other items to address unforeseen conditions or meet code requirements.

MOTION: Ned Carnahan moved to accept the Administrative Report for the University of Utah. The motion was seconded by Gordon Snow and passed unanimously.

Ben Berrett from Utah State University reported there were three professional contracts and fifteen construction contracts issued during this reporting period. The professional contracts included BEERC Classroom Addition/Office Remodel for \$75,900 to Cooper Roberts Simonsen Associates for design of new classroom space and USUE CEIC Building Remodel for \$25,000 to MHTN Architects for a facility assessment. In addition there was a Concrete Replacement project of \$8,500 to Professional Service Industries for sidewalk petrographic analysis. All Construction

contracts were for small amounts. The largest of the Construction Projects included Miscellaneous Critical Improvement for \$268,448.00 to replace doors on five fire hose cabinets in NFS, \$231,481.00 to replace lights on Morgan Theatre Stage, \$231,481 to update signage to meet ADA standards in Education Building and \$231,481.00 to Replace BNR NW & SW entrance doors and install auto openers. There were no increases to the Contingency Reserve Fund. However, there were three draws – Concrete Replacement to replace main line/topsoil and landscape for \$30,992.50, Old Main Masonry Restoration to replace four window lintels/remove stucco west elevation for \$12,877.00 and Fine Arts Precast Concrete Panel Replacement modify beam detector for \$10,482.58. There was no activity with the Project Reserve Fund. Mr. Berrett added that their Contingency and Project Reserve Funds are in good order.

MOTION: Jeff Nielson moved to accept the Administrative Report for Utah State University. The motion was seconded by David Fitzsimmons and passed unanimously.

☐ DFCM ADMINISTRATIVE REPORT

Kurt Baxter, DFCM Planning and Budget Manager, indicated there were no significant Lease Reports. Architect/Engineering agreements and construction contracts were not included in this report missing due to the transition phase of new accounting software at DFCM. They should be available at the next Board meeting. The Contingency Reserve on pages 3-4 show the fund at \$6.2 Million. Increases to the Fund are from FY 13 budgeted contingency transfers, decrease change orders and modifications. Decreases include USU Agriculture Building for \$267,420.00, Dixie Holland Centennial Commons Building for \$148,162.00 which covers change order #15 and DTS wiring costs that were over budget. Salt Lake Community College had a \$115,074.00 change order. The Project reserve Fund on page 15 is at \$6.3 million. This fund is sensitive to the flow of monies that must be balanced in order to award the projects for this year. Increases to the Fund include: U of U Nursing Building Renovation and several additional closed out projects. Decreases to the fund were for the Freeport Center Warehouse for \$287,000.00, Springville Hatchery Water Treatment System Project for \$128,557.00 and a few other small projects for unknown conditions.

☐ 2013 BUILDING BOARD MEETING SCHEDULE

MOTION: Ned Carnahan moved to approve the 2013 Building Board Meeting Schedule with the addition of the January 28th Meeting. The motion was seconded by Sheila Gelman and passed unanimously.

☐ ADJOURNMENT

MOTION: David Fitzsimmons moved to adjourn the meeting. The motion passed unanimously.

The meeting adjourned at 11:28 am.



Gary R. Herbert
Governor

Utah State Building Board

4110 State Office Building
Salt Lake City, Utah 84114
Phone (801) 538-3018
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MEMORANDUM

To: Utah State Building Board
From: David G. Buxton
Date: January 9, 2013
Subject: **Request Permission for the Department of Public Safety, Division of Driver License and Division of Communications to Construct a New Building on the UDOT Site in Price**
Presenter: Cheryl Searle

Recommendation:

DFCM recommends that the Board approve the request to build a 5,000 square foot building on the UDOT Site in Price, Utah for the Department of Public Safety, Division of Driver License and Division of Communications.

Background:

The statute that requires Building Board approval for construction of a building is contained in subsection 63A-5-206 - Construction, alteration, and repair of state facilities.

DGB: cn
Attachment

January, 2013

CONSTRUCTION OF A NEW BUILDING

DEPARTMENT OF PUBLIC SAFETY

- DIVISION OF DRIVER LICENSE
- DIVISION OF COMMUNICATIONS

ADDRESS: UDOT District Office
940 South Carbon Avenue

LOCATION: Price

TYPE OF SPACE: Office / Dispatch Center

AMOUNT OF SPACE: 5,000 Square Feet
(Two Level Building, 2,500 Square Feet Per Floor)

JUSTIFICATION: The Department of Public Safety, Division of Driver License and Division of Communications is currently housed in the UDOT District Office Building in the basement. This building is inadequate for current and future needs in terms of space, program delivery requirements, ingress and egress, parking and safety. They would like to build a new building to the south of the UDOT District Office Building which would save costs because the existing towers at the site could be used with the new building. The Division of Communications provides primary and secondary dispatch support for the Utah Highway Patrol and local law enforcement agencies in Carbon, Emery, Grand, San Juan, and Wayne Counties as well as primary 911 service for Carbon County and back-up 911 service for Uintah Basin Communications Center. Driver License services Carbon and Emery Counties from the Price Office.

Utah Department of Public Safety

Proposal

Price Communications & Driver License Building Needs

INTENT

Provide information to support the construction of a new DPS building to house Communications and Driver License Division operations in the Price / Carbon County area.

BACKGROUND

The current building occupied by both DPS Communications and DPS Driver License Division is located at the UDOT regional office complex on SR-10 just south of SR-6. This DPS Driver License Division office supports both Carbon and Emery Counties. The DPS Communications Center provides primary and secondary dispatch support for UHP and local law enforcement agencies in Carbon, Emery, Grand, San Juan and Wayne counties; the center also provides primary 911 service for Carbon County and back-up 911 service for Uintah Basin Communications Center

NEED

The building DPS currently resides in is old, lacks square footage and design to support operational needs and is plagued with reoccurring maintenance issues. Listed below are some of the functional and maintenance issues surrounding the current building.

Driver License:

- Offices are located in the basement
- There is only one access for entry and exit
- The emergency exit is a basement window (44" wide by 32" high) that is accessed by climbing four (4) stairs
- The office is too small (1469 square feet) to accommodate the customer base
- There is no waiting area
- There is no seating for customers to wait for service
- There is only room for six (6) testing kiosks
- Testing kiosks are not separated from the public area
- Only one unisex restroom for employees and customers
- The hearing office is quite small and does not accommodate sufficient seating if several people appear for a hearing
- The storage area for office supplies is small and insufficient
- The air circulation is insufficient- the office is stuffy and often has an unpleasant odor

Communications:

- The Price Communications Center has been located in the UDOT building since 1990 originally located upstairs in a small office then moved downstairs in 1994.
- Emergency exits are not sufficient or within current code, and consists of a window that you have to climb up a staircase to reach. Currently a handicap or heavysset person would not be able to access the emergency exit.
- Regular occurring problems with plumbing / electrical which threaten operational readiness.
 - The building is very old with structural concerns. For example, the radio

- room ceiling adjacent to the dispatch center is only supported by one post.
- Leaking pipes above the manager's office have caused several issues. Raw sewage leaked multiple times causing the employees to get hepatitis shots and damaging the office equipment and furniture. Currently still leaking from drainpipes.
 - Water seepage into the dispatch center: several years ago the dispatch floor had to be dug up in an attempt to fix water seeping up through the cement; a storage closet leaked water from the sprinkling system causing mold issues in the closet and dispatcher locker area; water is currently seeping up again at the second dispatch console causing the cement to buckle.
 - The dispatch center has flooded multiple times from heavy rainstorms and toilet backups.
 - Toilet is an up flush toilet system which fails and floods the dispatch center. The toilet is run by power; if the power goes out in the building the toilet cannot be used.
- Insufficient square footage to provide space for dispatch / supervisor radio consoles. The current dispatch area has been maximized to its potential. The current dispatch space cannot house additional equipment that is necessary to meet the current demands for a 911 communication services.
 - The building has antiquated cooling and heating systems causing the essential radio equipment to be overheated, which damages the entire system. The dispatch floor has a makeshift cooling unit causing some radio consoles to be freezing cold and other radio consoles to be extremely hot. It is very loud system, which makes it difficult to hear properly at some radio consoles. The Supervisor and Manager offices are tied into the UDOT building heat and cooling system which does not work on weekends and holidays causing those offices to be overly hot or cold and is often an uncomfortable work environment in the entire center.
 - Currently there is no room for archives and storage. The center is currently using an old shed in the back part of UDOT yard for archives and storage. This is not secure and will be torn down in the near future.

PROPOSAL

Build a new building capable of providing for the operational need for both DPS Communications and Driver License Division offices. The proposed building will be located on property owned by UDOT adjacent to the current location. The proposed location will provide significant cost saving associate with relocation of the operations. This is largely due to the ability to leave the radio towers, which support the communications center in their current location. Both operations would also be better able to provide continuity of operations under the proposed new building location.

DPS is proposing to cover the cost of the new building construction and relocation of Communications and Driver License operations through cost saving realized within the current DPS budget.

CONTACTS

Major Michael Rapich – DPS / Utah Highway Patrol

Phone: 801 965-4518

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Director Nannete Rolfe – DPS / Driver License Division

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Director Joseph Brown – DPS / Administrative Services

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Captain Alan Workman – DPS / Utah Highway Patrol / Communications Bureau

Phone: 801 560-6108

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MEMORANDUM

To: Utah State Building Board
From: David G. Buxton
Date: February 6, 2013
Subject: **Proposed High Cost Lease for the Administrative Office of the Courts of Juab County, located in Nephi, Utah**
Presenter: John Nichols, DFCM
Alyn Lunceford, Courts

Recommendation

DFCM is requesting that approval be given for the proposed high cost lease for the Administrative Office of the Courts in Juab County. This is a high cost lease due to the 20 year term length, so by statute DFCM's approval is required. We have determined that this lease is very cost-effective considering the needs of the Office of the Court Administrator to provide court services to the residents of Juab County. Obtaining similar space on the open market would be dramatically higher in cost over the 20 year term, since the rentals will be limited to direct construction and O&M costs only. The facility is designed to meet the current design guidelines of the courts and accommodate future growth, and is being designed and built under DFCM supervision.

Background

The proposed 20 year lease is for a 8,700 sf facility at \$19.91 per sf. This is a design build project so the exact cost of the project is not known; the highest project cost estimate is \$2.7 Million. This lease also fits the definition of a capital lease, which means that the lease must also be approved by the Legislature. As a result, we understand that the Board's approval is contingent upon Legislative approval being obtained during the upcoming legislative session.

DFCM approval of high-cost leases is governed by the following statute:

63A-5-304. Leasing by the Judicial Council and the Administrative Office of the Courts -- Director's responsibilities.

(1) Before executing any high-cost lease or a modification to a lease that results in a high-cost lease, the Administrative Office of the Courts shall submit a draft of the new lease or modification to:

- (a) the Judicial Council; and*
- (b) the director of the Division of Facilities Construction and Management.*
- (2) The director shall:*
 - (a) review the drafts submitted by the Administrative Office of the Courts; and*
 - (b) within 30 days after receiving the drafts from the office, submit a report on those drafts to:*
 - (i) the Judicial Council; and*
 - (ii) the Office of Legislative Fiscal Analyst.*
 - (3) The report shall contain:*
 - (a) the director's opinion about:*
 - (i) whether or not the lease or modification is cost-effective when the needs of the entity to be housed in the leased facility are considered;*
 - (ii) whether or not another option such as construction, use of other state-owned space, or a lease-purchase agreement is more cost-effective than leasing; and*
 - (iii) whether or not the significant lease terms are cost-effective and provide the state with sufficient flexibility and protection from liability;*
 - (b) a comparison of the proposed lease payments to the current market rates, and a recommendation as to whether or not the proposed lease payments are reasonable under current market conditions;*
 - (c) a comparison of proposed significant lease terms to the current market, and a recommendation as to whether these proposed terms are reasonable under current market conditions; and*
 - (d) a recommendation from the director that the lease or modification to a lease be approved or disapproved.*
- (4) (a) The Administrative Office of the Courts may not execute any new high-cost leases or modifications to any existing lease that will result in a high-cost lease unless that lease or those modifications are approved by a majority vote of the Judicial Council.*
- (b) The Judicial Council shall consider the recommendations of the director of the division in determining whether or not to approve high-cost leases and modifications resulting in high-cost leases.*

DGB:cn

Attachment

ANALYSIS OF PROPOSED HIGH-COST LEASE

Contract # _____

Agency:	Administrative Office of the Courts
Location:	Nephi, Utah
Lessor:	Juab County
Amount of Space:	8,700 Square Feet
Lease Rate:	\$19.91 per square foot per year; \$173,197 annual
Additional Rentals:	Operation and Maintenance
Effective Lease Rate:	\$19.91 per square foot per year plus O&M;
Services Included:	All
Lease Term:	20 Years with annual adjustment for O & M costs Starting rate is \$ 4.50 per square foot;

DFCM RECOMMENDATION:

The Division of Facilities Construction and Management (DFCM) is recommending the proposed lease be approved.

ANALYSIS:

Meeting Agency Needs

Considering the Probable 20-year term, the proposed lease is a very cost-effective method to meet the needs of Juab County. The base rental rate of \$19.91 per square foot will remain the same for the entire 20-year term, plus Operation and Maintenance (O&M) is charged at cost. This facility is designed to meet the current design guide lines of the courts and accommodate future growth. The facility is designed to be expanded by one additional court room when needed.

OTHER OPTIONS FOR HOUSING COURTS:

Courts requires very specialized space, so it is not possible to meet the space requirements and the security issues of the Courts in a standard office building facility without substantial and costly renovations to a building. At the current time this is the most cost effective option available to Courts for Juab County. A review of other space in Juab County did not identify any state-owned buildings that could be used for this purpose. A build-to-suit facility could be leased from a private party; however, this would result in higher lease costs over the life of the lease and lower quality of service to the community. A state-owned facility could be constructed for court purposes and also house other state agencies in the area. As a state-funded project, such a building would likely not be ready for occupancy for several years if it were to follow the normal legislative funding process. The Legislature has not addressed whether it would be willing to fund a state-owned facility in Juab County.

SIGNIFICANT LEASE TERMS:

The Significant Lease Terms as defined in Subsection 63A-5-301(6) are; the probable 20 year term of the lease at a fixed rate and the option to purchase or expand the facility as needs require and funding can be made available.

The lease and the payment of the annual rentals are subject to annual appropriations by the Legislature. Therefore, if the Legislature chooses to not appropriate funds for the annual lease payments, the lease will terminate and Courts will be required to vacate the premises. This meets the requirements of the State's constitution and laws.

The annual base rental rate does not include the cost of utilities, janitorial services, snow removal, grounds and parking lot maintenance, the maintenance and repairs of the building, taxes, and insurance. Courts have indicated that they will enter into a O&M agreement with the Landlord to reimburse the Landlord for its pro rata share of the actual O&M costs. The Courts and Juab County agree that the cost of the O&M agreement will not exceed the equivalent services if they were to be provided by DFCM.

DFCM RECOMMENDATION:

It is the conclusion of DFCM that the terms of the proposed lease agreement are reasonable under the current market conditions. We recommend that the Courts submit the final lease document to the DFCM Real Estate department for review prior to it being fully executed.

COMMENTS:

Considering the needs of the Administrative Office of the Courts to provide court services to the residents of Juab County, this lease is deemed to be cost effective. This is a design-build project so the exact cost of the project is not known; the highest project cost estimate is \$2,700,000. The county will finance the actual cost of the project; this will be reflected in the actual base rent cost.

The base rental rate will remain the same for the entire 20 year term and will be calculated based on the actual cost of the project plus 2.5% interest for the 20 year term of the lease. The county is financing the project through the Community Impact Board at 2.5% for 20 years.

It may be more cost-effective for the State to build the required space and finance the project through a Lease Revenue Bond.

STATE OF UTAH
LEASE OBLIGATION RECORD
DF-9

Risk Management No.		Contract No.	
Date Prepared	01/25/13	Amendment No.	
Agency	Courts	Replaces Contract No.	
Department	AOC	Division	4rd District / Juvenile
Agency Contact	A LUNCEFORD	Phone	801 578-3881
Address	450 South State SLC	Mobil Phone	801 949-9773
Property Address	100 East 200 North		
City	Niphi	County	Juab
Type of Space	Court / Office	No. of FTE	
Parking Spaces	25	Changed From	
Square Feet	8,700	Changed From	
Cost Per Sq. Ft.	\$19.91	% Increase/Decrease	
Annual Rental	\$173,197.00	Rate Changes	
Commencement Date	12/01/13	Federal I.D. No.	
Amendment Date		Vendor No.	
Expiration Date	06/30/29	Commodity No.	
ADAAG Compliance	Yes	Utilities Included	YES
Lessor	Juab County	Phone	435-623-3408
Contact	Mike Seely	Fax	435-623-5936
Address	160 North main	Email	mikes@co.juab.ut.us
City / State	Niphi	Frequency	Annual
Zip Code	84648	Periodic Pmts.	\$212,347.00
Fiscal Year	Rent	O&M	Total
13-14	\$173,197.00	\$39,150.00	\$212,347.00
14-15	\$173,197.00	\$39,150.00	\$212,347.00
15-16	\$173,197.00	\$39,150.00	\$212,347.00
16-17	\$173,197.00	\$39,150.00	\$212,347.00
17-18	\$173,197.00	\$39,150.00	\$212,347.00
18-19	\$173,197.00	\$39,150.00	\$212,347.00
19-20	\$173,197.00	\$39,150.00	\$212,347.00
19-21	\$173,197.00	\$39,150.00	\$212,347.00
19-22	\$173,197.00	\$39,150.00	\$212,347.00
19-23	\$173,197.00	\$39,150.00	\$212,347.00
19-24	\$173,197.00	\$39,150.00	\$212,347.00
19-25	\$173,197.00	\$39,150.00	\$212,347.00
19-26	\$173,197.00	\$39,150.00	\$212,347.00
19-27	\$173,197.00	\$39,150.00	\$212,347.00
19-28	\$173,197.00	\$39,150.00	\$212,347.00
19-29	\$173,197.00	\$39,150.00	\$212,347.00
19-30	\$173,197.00	\$39,150.00	\$212,347.00
19-31	\$173,197.00	\$39,150.00	\$212,347.00
19-32	\$173,197.00	\$39,150.00	\$212,347.00
19-33	\$173,197.00	\$39,150.00	\$212,347.00
Total	\$3,463,940.00	\$0.00	\$783,000.00
			\$0.00
			\$4,246,940.00

B. OTHER LEASE INFORMATION (Cont)		
4	Contingencies that may change Rental Payments:	Addition of space
5	Terms of Renewal Options or Escalation Clauses:	5 yr renewal option
6	Restrictions Imposed	none
7	Other Features:	none
8	Does ownership transfer to the State when lease terminates?	No
9	What is the estimated useful life of the leased assets?	50 years
10	Does the lease contain a purchase option?	No
	If yes,	
	What is the date that the option may be exercised?	
	What is the amount of the purchase option?	
	Is the option to purchase considered a "Bargain" purchase?	
11	What is the Fair Value of the asset at the inception of the lease? (What would it have cost if you had purchased the asset instead of leased it?)	\$ 3,045,000.00
12	What is the Imputed Interest Rate in the lease payment (if known)?	Unknown
13	Are there any subleases?	No
	If Yes,	
	What is the sublease period?	
	What is the total sublease amount?	
	Who is the sub lessee?	
14	Can the lease be canceled by either lessor or lessee for a reason other than non-appropriation or legislative act?	Yes
15	For Enterprise and Internal Services Funds only:	
	Is the asset depreciated on your records?	
	If yes, what method is used?	

DIVISION OF FINANCE USE ONLY		
	Ownership transfers to Lessee?	
	Bargain Purchase?	
	Lease is 75% or more of the economic life of the asset?	
	Imputed Interest rate:	
	Present value of future minimum lease payments	
	Present value of future minimum lease payments is 90% of the fair value?	
	Capital Lease	
	Operating Lease	
	Not Disclosable	

**UTAH STATE COURTS
ADMINISTRIVE OFFICE OF THE COURTS**

LEASE AGREEMENT

SECTION 1. TERM

- 1.1 TERM OF LEASE**
- 1.2 DATES**
- 1.3 OPTIONS**
- 1.3.1 OPTION TO RENEW**
- 1.3.2 OPTION TO EXPAND THE FACILITY**
- 1.3.3 OPTION TO PURCHASE**
- 1.4 HOLDOVER**

SECTION 2. LEASED PREMISES

- 2.1 LEASED PREMISES**
- 2.2 PARKING**
- 2.3 SIGNS**
- 2.4 USE OF LEASED PREMISES**
- 2.5 REPAIR AND MAINTENANCE**
- 2.5.1 LANDLORD'S RESPONSIBILITY**
- 2.5.2 TENANT'S RESPONSIBILITY**
- 2.6 ALTERATIONS OF LEASED PREMISES BY TENANT**
- 2.7 ALTERATIONS OF LEASED PREMISES BY LANDLORD**
- 2.8 CONSTRUCTION OF INITIAL TENANT IMPROVEMENTS**
- 2.8.1 PREPARATION OF PLANS AND SPECIFICATIONS**
- 2.8.2 APPROVAL OF PLANS AND SPECIFICATIONS**
- 2.8.3 CONSTRUCTION OF APPROVED TENANT IMPROVEMENTS**
- 2.8.4 COST OF CONSTRUCTION**
- 2.8.5 CHANGE ORDERS FOR TENANT IMPROVEMENTS**
- 2.8.6 ACCESS OF TENANT PRIOR TO COMMENCEMENT OF TERM**
- 2.8.7 TENANT'S RIGHT TO INSPECT TENANT IMPROVEMENTS**
- 2.8.8 SUBSTANTIAL COMPLETION**

SECTION 3. CONSIDERATION

- 3.1 RENTAL SCHEDULE**
- 3.2 PAYMENT ADDRESS**

SECTION 4. SERVICES PROVIDED AND PAID FOR BY LANDLORD

- 4.1 OPERATION AND MAINTENANCE**
- 4.2 RISK ASSESSMENT**

SECTION 5. CHANGE OF OWNERSHIP

- 5.1 LEASE AGREEMENT**
- 5.2 FORM OF NOTIFICATION**
- 5.3 ASSIGNMENTS**
- 5.4 DISTURBANCE AND ATTORNMENT**
- 5.5 ESTOPPEL CERTIFICATE**

SECTION 6. GENERAL PROVISIONS

- 6.1 QUIET ENJOYMENT - WARRANTY OF HABITABILITY**
- 6.2 LANDLORD'S RIGHT TO ACCESS**
- 6.2.1 NOTIFICATION OF ACCESS**
- 6.2.2 TENANT'S RIGHTS**
- 6.3 MANNER OF GIVING NOTICE**
- 6.4 INSURANCES**
- 6.5 TAXES**
- 6.6 FAILURE TO PERFORM/DAMAGE OR DESTRUCTION OF PREMISES**
- 6.6.1 WHEN RELATED TO TERMINATION**
- 6.6.2 OBLIGATIONS WHEN NOT TERMINATED**
- 6.7 TENANT'S PERSONAL PROPERTY AND FIXTURES**
- 6.8 CONDEMNATION**
- 6.9 GOVERNING LAW**
- 6.9.1 VENUE**
- 6.9.2 WAIVER OF JURY TRIAL**
- 6.10 TERMINATION & SURRENDER OF LEASED PREMISES**
- 6.11 TENANT'S OPTION TO TERMINATE LEASE FOR NON-FUNDING**
- 6.12 LANDLORD'S COMPLIANCE TO CODES AND ADAAG GUIDELINES**
- 6.13 FORCE MAJEURE**
- 6.14 SEVERABILITY**
- 6.15 MARGINAL CAPTIONS AND GENDER TERMS**
- 6.16 AUTHORITY TO EXECUTE**
- 6.17 TIME IS OF THE ESSENCE**
- 6.18 DEFAULT AND REMEDIES**
- 6.18.1 DEFAULT / REMEDY**
- 6.18.2 FAILURE TO REMEDIATE DEFAULT**
- 6.19 COSTS AND ATTORNEY'S FEES**
- 6.20 EXHIBITS**
- 6.21 ENTIRE AGREEMENT AND ATTACHMENTS**

EXHIBITS

EXHIBIT A-1	FLOOR PLAN
EXHIBIT A-2	SITE PLAN
EXHIBIT A-3	“AS BUILT” CONSTRUCTION DRAWING
EXHIBIT A-4	EXPANSION OPTION PROPERTY SITE PLAN
EXHIBIT B-1	RENT AND PAYMENT SCHEDULE
EXHIBIT B-2	CONTACTS AND ADDRESSES
EXHIBIT C	CERTIFICATE OF OCCUPANCY
EXHIBIT D	OPERATION AND MAINTENANCE AGREEMENT
EXHIBIT E – 1	PURCHASE OPTION LEGAL DESCRIPTION
EXHIBIT E – 2	PURCHASE OPTION DESCRIPTION INGRESS AND EGRESS EASEMENT
EXHIBIT F	JANITORIAL SERVICE REQUIREMENTS

**UTAH STATE COURTS
ADMINISTRATIVE OFFICE OF THE COURTS
LEASE AGREEMENT**

Contract No.

This Lease Agreement is made and entered into by Juab County, hereinafter referred to as “Landlord,” and the **State of Utah, Administrative Office of the Courts** hereinafter referred to as the “Tenant”.

In consideration of the rental to be paid by the Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises as described in Exhibit A1 thru A5, for the period of time, at the rental rate, subject to and upon all of the terms, covenants and agreements hereinafter set forth. This Lease Agreement supersedes all prior Agreements or Leases between Landlord and Tenant. This Lease Agreement shall be effective upon execution of the Lease Agreement by both Landlord and Tenant. The effective date shall be the date of execution of the last signature.

SECTION 1. TERM

1.1 TERM OF LEASE

The term of this lease shall be for a period of 20 years, commencing on **September 1, 2008** and continuing through **August 31, 2028**.

1.2 DATES

Dates and Date definitions as used in this Lease Agreement are provided below

DATE TYPE	DATE DEFINITION
Effective Date	The effective date as of execution of the last signature shall be September 1, 2008 .
Substantial Completion	This date is defined in Section 2.8.8.
Possession Date	September 1, 2008

1.3 OPTIONS

1.3.1 RIGHT TO RENEW

Landlord covenants with Tenant that Landlord shall, grant and lease the Leased Premises to Tenant at the expiration of the Lease term, the Leased Premises pursuant to the provisions of this Lease Agreement for Two additional terms of sixty (60) months terms thereafter, and on the same terms and conditions, except as to the annual Operation and Maintenance costs which shall be determined by negotiation between the parties annually. Notification by the Tenant, to the Landlord, of Tenants intent not to renew this Lease Agreement must be delivered to the Landlord at least one hundred and twenty (120) days prior to the termination date of this Lease Agreement or any renewal terms.

1.3.2 OPTION TO EXPAND THE FACILITY

Landlord covenants with Tenant that during the term and any renewal terms of this Lease Agreement, Landlord shall reserve the property described in Exhibit A-4 attached hereto and made a part of this Lease Agreement to expand the court facility up to four additional court rooms, with attendant clerk/office space. Landlord agrees to allow Tenant construct such expansion on the property. Tenant covenants with Landlord to deliver notice of Tenant's request and intentions to expand the facility no more than 24 months and no less than 12 months prior to any such planned expansion of the facility. Furthermore, Landlord and Tenant agree that any expansion of the facility or further development of the area will conform to the architectural theme of the Leased Premises.

1.3.3 OPTION TO PURCHASE

If Tenant makes all of the debt service payments set forth in "Exhibit B-1", the building, underlying real property, parking easements, ingress/egress easements, and the property described in Expansion Option Site Plan in Exhibit A-4 will be conveyed to Tenant at the end of the lease term. If Tenant defaults in any provision of this Lease Agreement, terminates its Lease Agreement prior to the 20 year term, or fails to fund payments through the legislative process, ownership shall not be conveyed and all payments theretofore made will be retained by Landlord as rent payments. Exhibit E-1 provides a legal description of the property. Exhibit E-2 provides a map of the parking and ingress/egress easements.

1.4 HOLDOVER

If the Tenant remains in possession of the Leased Premises after the expiration of the term, such occupancy shall be a tenancy from Year to Year. The consideration shall remain at the amount paid under the last annual rental rate. All other terms shall remain in effect. Such Year to Year tenancy shall continue until terminated by either party by giving one hundred and twenty (120) days advance written notice to the other party.

SECTION 2. LEASED PREMISES

2.1 LEASED PREMISES

The Leased Premises consists of certain real property as described in the Exhibit A1 thru A5. For the purposes of this Lease Agreement, the Leased Premises shall include said building and its appurtenances, the parcel of land on which they are located and all required ingress and egress routes for appropriate access. It shall include all common areas associated with the building. Exhibit A1 thru A5 of this Lease Agreement contains a floor plan designating the Leased Premises and a site plan of the facility.

Location of Leased Premises:

775 West Main Street
Spanish Fork City, Utah

2.2 PARKING

The Leased Premises are leased to Tenant together and along with the parking stalls in the parking area identified on the site plan in Exhibit A-2. Said parking stalls shall designate ingress and egress between the parking areas and the building.

2.3 SIGNS

Signs identifying the Leased Premises shall be provided in accordance with Exhibit A-3.

2.4 USE OF LEASED PREMISES

Tenant shall use and occupy the Leased Premises for exclusive use of the Tenant. Tenant shall not at any time use, occupy or permit the Leased Premises to be used or occupied in any manner which would violate the Certificate of Occupancy issued for the Leased Premises.

2.5 REPAIR AND MAINTENANCE

2.5.1 LANDLORD'S RESPONSIBILITY

Landlord shall, at its sole cost and expense, perform all required maintenance and make all repairs necessary to maintain the Leased Premises. Said items shall include, but not be limited to, roof, structure, building envelope, provide grounds and parking lot maintenance, plumbing, air conditioning, heating, ventilation, electrical systems, windows, floors, including carpeting, and all other items which constitute a part of the Leased Premises. Landlord shall also insure that heating and air conditioning equipment is capable of maintaining temperatures between 68 and 72 degrees. Landlord agrees to make timely repairs and have adequate and timely maintenance procedures.

2.5.2 TENANT'S RESPONSIBILITY

Tenant shall be responsible for the telecommunications lines and equipment installed by Tenant. Tenant shall also be responsible for the repair and maintenance of all office equipment and fixtures provided by Tenant. Tenant shall repair or replace any damage to the Leased Premises or the Building to the extent caused by the negligence of Tenant, its agents, or employees.

2.6 ALTERATIONS OF LEASED PREMISES BY TENANT

Tenant has the right to make alterations to the interior of the Leased Premises to accommodate systems furniture, computer and communication systems, and other related personal property and fixtures. In making said alterations, Tenant shall insure that any alterations made by Tenant shall comply with local building codes and life safety requirements. During the term of the Lease Agreement, if in the judgment of Tenant, it becomes necessary to provide additional services to accommodate the business of Tenant Landlord grants Tenant the necessary right or license to install such services to the Leased Premises. Such services, if installed, shall be installed and paid for by Tenant. Tenant shall make no other alterations in the Leased Premises, except as provided herein, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

2.7 ALTERATIONS OF LEASED PREMISES BY LANDLORD

Landlord may make repairs, alterations, or improvements for the preservation, safety, or improvement of the Building or Leased Premises, provided that Landlord shall coordinate said work with Tenant so as not to disrupt Tenant's use of the Leased Premises and that such repairs or alterations do not increase the costs of operating and maintaining or lessen the ability of the Tenant to use the Leased Premises for Tenants use.

2.8 CONSTRUCTION OF INITIAL TENANT IMPROVEMENTS

2.8.1 PREPARATION OF PLANS AND SPECIFICATIONS

Landlord and Tenant have agreed on the development and construction schedule as provided by Landlord. Plans and specifications are attached hereto and made a part of the Lease as Exhibit A-3.

2.8.2 APPROVAL OF PLANS AND SPECIFICATIONS

Tenant has reviewed and provided a written determination regarding the final plans and specifications to Landlord. Upon agreement by Tenant and Landlord, Landlord has obtained approvals and required permits from the local building authority and fire marshal. Exhibit A-3 contains the approved drawings, plans, schedules, and specifications and shall be on file at offices of both Landlord and Tenant.

2.8.3 CONSTRUCTION OF APPROVED TENANT IMPROVEMENTS

Landlord agrees to obtain all required permits and to commence construction of the approved Tenant Improvements from the local building authorities. Landlord shall provide all of the work, labor, material, equipment, trade fixtures and other items in accordance with the plans and specifications. Landlord shall accommodate scheduling and installation of all Tenant's telecommunication lines prior to Possession Date of the Lease Agreement.

2.8.4 COST OF CONSTRUCTION

Landlord shall provide, at its sole expense, and be responsible for all costs associated with the construction of the Tenant Improvements, including but not limited to, architectural and engineering fees, building permit fees, utility hook-up fees, construction labor, materials, equipment and fixtures. Landlord shall provide the telecommunication demarcation services to the building. Tenant shall provide and be responsible for the costs of installation of telecommunications wiring and telecommunications equipment for the Leased Premises.

2.8.5 CHANGE ORDERS FOR TENANT IMPROVEMENTS

All modifications or changes to the approved construction plans and specifications have been approved in writing by both Landlord and Tenant prior to the actual changes being made. All changes to the approved construction plans and specifications shall include a description of the change, time frame for the change, cost of the change and source of funding for the change. All change orders shall become a part of the Approved Plans and Specifications in Exhibit A-1 thru A-5.

2.8.6 ACCESS OF TENANT PRIOR TO COMMENCEMENT OF TERM

Landlord shall provide access to Tenant or Tenant's agent to the Leased Premises prior to the date specified as the Possession Date of the term of the Lease Agreement in order that Tenant may make the Leased Premises ready for Tenant's use and occupancy. This access shall be construed as a license only, not a Lease.

2.8.7 TENANT'S RIGHT TO INSPECT TENANT IMPROVEMENTS

Landlord and Tenant shall jointly review and inspect all aspects of the construction and improvements at periodic intervals during construction. Tenant's right to inspect the construction shall be limited to determining compliance with Tenant specifications and shall in no way be construed as inspection for local code compliance. At the end of construction, Landlord and Tenant shall jointly inspect the Tenant improvements for the purposes of compiling a Punch List of those items to be corrected, finished, or completed to the satisfaction of Tenant. Landlord shall use its best efforts to complete, finish, or correct all items on said Punch List within thirty (30) days after said Punch List is compiled.

2.8.8 SUBSTANTIAL COMPLETION

The Leased Premises shall be substantially completed when both of the following shall have occurred:

- (1) All improvements, required by this Lease Agreement have been entirely completed except minor Punch List items, the completion of which will not unreasonably interfere with the Tenant's normal business operations as determined by the Tenant.
- (2) A Certificate of Occupancy has been issued by the local building authorities. Said certificate shall be delivered to Tenant prior to Possession of the Leased Premises and included in this Lease Agreement as Exhibit C.

SECTION 3. CONSIDERATION

3.1 RENTAL SCHEDULE

In consideration of granting this Lease Agreement the rentals payable by Tenant to Landlord shall be paid based on the rental schedule attached in Exhibit B-1.

3.2 PAYMENT ADDRESS

All rental payments shall be made payable and delivered to Landlord at such address as may be designated in writing by Landlord. The original address for payment is found in Exhibit B-2.

SECTION 4. SERVICES PROVIDED AND PAID FOR BY LANDLORD

4.1 OPERATION AND MAINTENANCE

Tenant agrees to reimburse Landlord, at cost, for the Operation and Maintenance expenses of the leased premises as an additional rent payment payable as described in Exhibit D. The cost of operation and maintenance shall be reviewed annually and adjusted annually to reflect actual costs. In the event that the title to the court building and the underlying real property is transferred to Tenant pursuant to the terms of section 1.3.3, the parties may continue to jointly contract for Operation and Maintenance expenses in order to save costs for each party.

4.2 RISK ASSESSMENT

Landlord grants the right to the Tenant to assess the security risks of the janitorial staff and preclude personnel that, in the judgment of the Tenant, are a security risk.

SECTION 5. CHANGE OF OWNERSHIP

5.1 LEASE AGREEMENT

This Lease Agreement shall remain in full force and effect throughout the initial term hereof and any extended or renewal term. The terms, conditions, and provisions of this Lease Agreement shall run with the subject Leased Premises and shall be binding on all present and future persons or entities that may have an interest in the subject Leased Premises. The term Lease Agreement as used herein shall include any and all Amendments to this Lease Agreement provided that such Amendments are in writing and executed by both the Landlord and Tenant.

5.2 FORM OF NOTIFICATION

In the event the ownership of all or any portion of the Leased Premises is conveyed to a new entity, the former Owner/Landlord or the new Owner/Landlord shall, within ten (10) days of such conveyance, provide Tenant one of the following documents: a written document indicating the County Recorder's number of the new document evidencing the new interest in the Leased Premises, the date of such conveyance and a copy of the document; specific instructions as to where the Lease Agreement payments should be made; and the new owner's federal identification number; or a notarized written document executed by the new Owner/Landlord with specific instructions as to where the Lease Agreement payments should be made, the new owner's federal identification number, and a County Recorder certified copy of the instrument indicating the ownership interest of the new Owner/Landlord.

5.3 ASSIGNMENTS

Assignments shall be considered on a case by case basis and shall not change any terms or conditions of the Lease Agreement. Execution of assignments shall not be unreasonably withheld.

5.4 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT

Within thirty (30) days after receipt of written request from Landlord, Tenant shall execute the Subordination, Non-Disturbance and Attornment Agreement.

5.5 ESTOPPEL CERTIFICATE

Within thirty (30) days after receipt of written request from Landlord, Tenant shall execute the Estoppel Certificate.

SECTION 6. GENERAL PROVISIONS

6.1 QUIET ENJOYMENT - WARRANTY OF HABITABILITY

Landlord hereby grants tenant Quiet Enjoyment of the Leased Premises and warrants the habitability of said Leased Premises.

6.2 LANDLORD'S RIGHT TO ACCESS

6.2.1 NOTIFICATION OF ACCESS

Tenant agrees to permit Landlord and any authorized representatives of Landlord to enter the Leased Premises with twenty-four (24) hours prior notice to Tenant to fulfill any of Landlord's obligations under this Lease Agreement or to make any repairs deemed necessary by Landlord. Landlord shall use its best efforts not to disturb Tenant in the performance of such work. In the event of an emergency, access to the Leased Premises shall not be denied.

6.2.2 TENANT'S RIGHTS

Tenant shall have the right to deny Landlord's contractors, employees, and/or agents access to any part of or all of the Leased Premises if, in the sole judgment of Tenant, such person(s) shall constitute a threat to any of Tenant's legitimate security or confidentiality interests.

6.3 MANNER OF GIVING NOTICE

Any notice to be given by either party to the other pursuant to the provisions of this Lease Agreement or of any law, present or future, shall be in writing and delivered personally to the party to whom notice is to be given, or by certified mail, return receipt requested, addressed to the party for whom it is intended at the address on Exhibit B-2. Any change of address shall be designated by written notification to the other party. Notice shall be deemed to have been duly given after deposit in the U.S. Mail, certified, postage-paid.

6.4 INSURANCES

Landlord agrees to keep the Leased Premises fully insured and to protect the same from damages or loss by all ordinarily insurable perils under an "all risk" insurance policy during the term of this Lease Agreement. Tenant agrees to fully insure any personal property it may locate in the Leased Premises. Landlord and Tenant mutually agree to hereby waive all rights of subrogation or action against each other or its insurers for any loss to the Leased Premises and to personal property it may locate in the Leased Premises covered by the required insurance. Required insurance policies shall not be subject to cancellation except after notice by certified mail at least 30 days prior to the date of such cancellation. Landlord shall provide certificates of required insurance no later than fifteen (15) work days after occupancy.

6.5 TAXES

Landlord shall pay all real property taxes, personal property taxes, and all other taxes assessed against the Leased Premises. Landlord acknowledges that Tenant (the State Of Utah) is exempt from real and personal property taxes.

6.6 FAILURE TO PERFORM/DAMAGE OR DESTRUCTION OF PREMISES

6.6.1 WHEN RELATED TO TERMINATION

In the event the Landlord has not or is not complying with any term of this Lease Agreement; or the Leased Premises by any means shall be partially or totally damaged, or partially or totally destroyed; and are thereby made partially or totally untenable at any time during the term of this Lease Agreement, Tenant shall have the option to terminate this Lease Agreement within thirty (30) days after notification of such noncompliance, damage or destruction. For purposes of this paragraph, "partially untenable" means that in the sole good faith judgment of the TENANT, the function of the lease or the program of the occupier of the premises is significantly affected in a manner that it is in the interest of the State of Utah to terminate this Lease Agreement. Notwithstanding this, if the Leased Premises are no longer viable for the purposes of the lease due to such damage or destruction that is not due to the fault of the Landlord or Landlord's agents or independent contractors, then the Landlord may terminate the lease within ninety (90) days after notification of such damage or destruction.

6.6.2 OBLIGATIONS WHEN NOT TERMINATED

Except as provided in 6.6.1 above, if the Leased Premises are only partially destroyed, partially damaged or partially untenable, this Lease Agreement shall continue in full force and effect for the remainder of the Lease term and repairs shall be completed by Landlord as expeditiously as possible from the date of such destruction or damage in a mutually agreed upon time frame. Additionally, Landlord shall partially abate the rent due hereunder in the same proportion as the untenable portion of the Leased Premises is to the total Leased Premises being leased, until such time that said repairs are completed.

6.7 TENANT'S PERSONAL PROPERTY AND FIXTURES

All personal property and fixtures placed in or upon the Leased Premises by Tenant shall not become part of the Leased Premises. Tenant shall be privileged to remove the same at the termination or expiration of the Lease Agreement.

6.8 CONDEMNATION

If all of the Building or Leased Premises is taken or condemned, the Lease Agreement shall terminate effective as of the date of taking. If a portion of the Building or Leased Premises is taken or condemned and the remainder is, in either party's opinion, not economically or functionally usable, then the determining party shall notify the other of the termination of the Lease effective as of the date of taking. Any prepaid rent shall be immediately refunded to Tenant.

6.9 GOVERNING LAW

6.9.1 Venue

This Lease Agreement shall be governed and construed in accordance with the laws of the State of Utah. Venue for court actions shall only be in the Fourth Judicial District of Utah.

6.9.2 WAIVER OF JURY TRIAL

The Landlord and Tenant hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Lease Agreement and any document executed in connection herewith or related hereto, or any course or conduct, course of dealing, statements (whether oral or written) or actions of either Landlord or Tenant. This provision is a material inducement for the Landlord and Tenant to enter into this Lease Agreement.

6.10 TERMINATION & SURRENDER OF LEASED PREMISES

Tenant agrees to quit and surrender peaceable possession of the Leased Premises to Landlord when this Lease Agreement is terminated. Upon termination of this Lease Agreement, Tenant shall deliver the Leased Premises to Landlord in good condition, broom clean, normal wear and tear excepted.

6.11 TENANT'S OPTION TO TERMINATE LEASE FOR NON-FUNDING

Tenant and Landlord both acknowledge that Tenant cannot contract for payment of funds not yet appropriated by the Utah State Legislature and that the space requirements of this Lease Agreement may be altered by a federal act or an act of the Utah State Legislature occurring before the expiration of this Lease Agreement. Tenant, therefore, reserves the right for the above reasons to terminate the Lease Agreement by giving ninety (90) days notice in the manner heretofore stated in this Lease Agreement.

6.12 LANDLORD'S COMPLIANCE TO CODES AND ADAAG GUIDELINES

Landlord certifies that the Leased Premises is in compliance with all current applicable local, state and federal laws, codes, ordinances and regulations.

6.13 FORCE MAJEURE

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor disputes, inability to procure materials, restrictive governmental laws or regulations or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

6.14 SEVERABILITY

Each and every covenant and agreement contained in this Lease Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Lease Agreement, or application thereof, shall be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such term or provision, other than that which is invalid or unenforceable, shall remain in full force and affect.

6.15 MARGINAL CAPTIONS AND GENDER TERMS

The headings and numbers as used herein are for the purpose of convenience only. They shall not be considered a part of the Lease Agreement and shall have no effect upon the construction or interpretation of any part hereof. The words Landlord and Tenant as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter.

6.16 AUTHORITY TO EXECUTE

Landlord and Tenant warrant that each is legally authorized to operate and do business in the State of Utah. Each person executing this Lease Agreement individually and personally represents and warrants that they are duly authorized to execute and deliver the same on behalf of the entity for which they are signing and that this Lease Agreement is binding upon said entity in accordance with its terms.

6.17 TIME IS OF THE ESSENCE

In all instances where either Landlord or Tenant is required by the terms and provisions of this Lease Agreement to do any act in a particularly indicated time or within an indicated period, it is understood and agreed that time is of the essence.

6.18 DEFAULT AND REMEDIES

6.18.1 DEFAULT

A default under this Lease Agreement occurs when the Landlord or Tenant fails to comply with any term, provision, or covenant of this Lease Agreement and either such default is not cured within fifteen (15) days after written notice thereof is received by the defaulting party; or if such event of default is not reasonably curable within fifteen days using due diligence, when the defaulting party shall fail to commence the pursuit of such cure within such fifteen (15) day period or fails to diligently pursue such cure to completion thereafter.

6.18.2 FAILURE TO REMEDIATE DEFAULT

In the event the default is not cured or such cure is not commenced and pursued in accordance with Section 6.18.1 of this Lease Agreement, the non-defaulting party shall have the right at its election, to terminate this Lease by delivering written notice to the defaulting party or pursue any and all legal and equitable remedies against the defaulting party. However, in the event of default by Landlord, Tenant may perform whatever Landlord is obligated to do by the provisions of the Lease Agreement. Landlord agrees to reimburse Tenant immediately upon demand for any expenses which Tenant may incur in performing on behalf of Landlord or Tenant may deduct said expenses from future rental payments. Landlord agrees that Tenant shall not be liable for any damages to Landlord from such action, unless caused by sole negligence of Tenant.

6.19 COSTS AND ATTORNEY'S FEES

In the event of any action, proceeding or litigation in a Court of competent jurisdiction, each party shall be responsible for its own costs and attorney’s fees.

6.20 EXHIBITS

All Exhibits referenced in this Lease Agreement and attached hereto are made a part of this Lease Agreement.

6.21 ENTIRE AGREEMENT AND ATTACHMENTS

The Attachments to this Agreement are hereby incorporated by reference herein and made a part of this Lease Agreement. This Lease Agreement and the Exhibits attached hereto set forth the entire agreement between the parties. Any prior conversations or writings are hereby superseded and extinguished. In the event the provisions of any Exhibit conflict with the provisions of this Lease Agreement, the Lease Agreement shall govern. Except as herein provided no subsequent alterations, amendments, changes or additions to this Lease shall be binding upon Landlord or Tenant unless and until reduced to writing and signed by both parties. This Lease Agreement shall only be binding upon execution of the Lease Agreement by both parties.

In witness whereof, the parties hereto sign and cause this Lease Agreement to be executed.

Tenant
State Of Utah

Landlord
Juab County

Myron March Date
Deputy Court Administrator

Commissioner Date

**EXHIBIT A-1
FLOOR PLAN
(Attached)**

EXHIBIT A-2
SITE PLAN
(Attached)

EXHIBIT A-3
“AS BUILT” CONSTRUCTION DRAWINGS
(ON FILE WITH LANDLORD AND TENANT)

EXHIBIT A-4
EXPANSION OPTION SITE PLAN
(OPTION TO EXPAND THE FACILITY BY FOUR (4) ADDITIONAL COURTROOMS
TO A MAXIMUM OF SIX (6) COURTROOMS)
(Attached)

EXHIBIT B-1
RENT AND PAYMENT SCHEDULE
(Attached)

**EXHIBIT B-2
CONTACT AND ADDRESSES**

If to TENANT:

Administrative Office of the Courts
Facility Manager
450 South State Street
Salt Lake City, Utah 84114

With a Copy to:

Administrative Office of the Courts
Administrative Services Director
450 South State Street
Salt Lake City, Utah 84114

If to LANDLORD:

Spanish Fork City
City Manager
40 South Main
Spanish Fork City, Utah 84660

With a Copy to:

Spanish Fork City
City Attorney
40 South Main
Spanish Fork City, Utah 84660

PAYEE:

Spanish Fork City
City Manager
40 South Main
Spanish Fork City, Utah 84660

EXHIBIT C
CERTIFICATE OF OCCUPANCY
(Attached)

EXHIBIT D
OPERATION AND MAINTENANCE AGREEMENT
(Attached)
(City to provide)

EXHIBIT E-1
PURCHASE OPTION PROPERTY DESCRIPTION

CURRENT COURTHOUSE BOUNDARY

BEGINNING AT A POINT WHICH IS LOCATED EAST 1618.34 FEET AND NORTH 206.92 FEET FROM THE WEST QUARTER CORNER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N00°07'55"E 84.44 FEET; THENCE N89°52'05"W 90.60 FEET; THENCE N00°07'55"E 25.33 FEET; THENCE S89°52'05"E 30.00 FEET; THENCE N00°07'55"E 67.50 FEET; THENCE S89°52'05"E 118.73 FEET; THENCE N00°07'55"E 34.17 FEET; THENCE S89°52'05"E 28.21 FEET; THENCE S00°07'55"W 34.17 FEET; THENCE S89°52'05"E 36.67 FEET; THENCE S00°07'55"W 112.08 FEET; THENCE S89°52'05"E 103.46 FEET; THENCE S00°07'55"W 18.00 FEET; THENCE S89°52'05"E 35.71 FEET; THENCE S00°07'55"W 26.97 FEET; THENCE N89°52'05"W 35.71 FEET; THENCE S00°07'55"W 18.03 FEET; THENCE N89°52'05"W 163.00 FEET; THENCE S84°15'28"W 21.44 FEET; THENCE N89°52'05"W 42.13 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.837 ACRES

This property description is for the facility and property as developed at the date of signing of this document.

The purchase option includes the expansion property; the description for the expansion property will be surveyed and agreed to at the time of the expansion.

EXHIBIT E-2
PURCHASE OPTION INGRESS AND EGRESS EASEMENT
(Attached)
(County to Provide)

EXHIBIT F

JANITORIAL SERVICE REQUIREMENTS

Janitorial Services are to be included as part of the Proposal

The janitorial duties shall include, but not be limited to, the items listed below. All janitorial services shall be performed after 5:00 p.m. and must be completed prior to 7:00 a.m. the following morning. Landlord shall be willing to submit to the State a list of janitorial employees with their home addresses and telephone number for a security investigation. The State shall have the right to ask for the dismissal of any janitorial employee not meeting security requirements.

Daily Duties (except Saturdays, Sundays and Holidays)

- Empty and replace liners in all trash containers
- Vacuum all carpets and reposition all furniture in proper positions
- Dust mop or vacuum hallways and entries
- Sweep, dry dust mop and buff all vinyl floors
- Clean and polish drinking fountains
- Clean entry glass
- Re-set chairs to standard position in conference rooms
- Spot clean carpet and upholstery as needed
- Clean all entries to drip line
- Re-set chairs to standard positions in meeting rooms
- Clean elevator walls
- Clean elevator floors
- Wipe down break room tables and chairs
- Clean sinks and countertops in break room
- Clean restroom mirrors
- Clean and sanitize restroom fixtures and partitions
- Clean, wet mop and sanitize restroom floors
- Re-fill restroom dispensers (tissue, soap and towels)
- Re-fill break room dispensers
- Remove finger and hand prints from doors, door glass and partitions
- Close and secure all windows, where applicable
- Turn off all lights

Tuesday and Thursday Duties

- Hand broom corners in corridors, halls and stairwells
- Spot clean office and hall walls
- Clean around light switches
- Clean doors and door frames
- Clean conference tables
- Sanitize restroom walls
- Polish bright work areas often touched
- Clean and polish all handrails and banisters
- Broom in front of all entrances to drip line
- Clean (shake) all entry walk-off mats
- Keep area around trash dumpster clean

Weekly duties (Same Day Each Week)

- Vacuum all upholstery (chairs and couches)
- Dust furniture and fixtures
- Dust and clean window sills
- Dust and clean mop boards
- Spot clean all carpet
- Dust and spot clean levelor blinds
- Dust and clean tops of partitions
- Keep restroom floors sealed and polished as needed
- Clean main entry glass, exterior and interior
- Clean all janitorial equipment

Monthly Duties (First Working Day of Each Month)

- Damp wipe all vinyl chairs and couches in offices, conference room and halls
- Dust all surface areas as necessary, clearing cobwebs, etc.

Quarterly Duties

- Dust and vacuum air diffusers and grills
- Scour clean all office and hall trash containers
- Strip and re-polish floors

Semi-Annual Duties

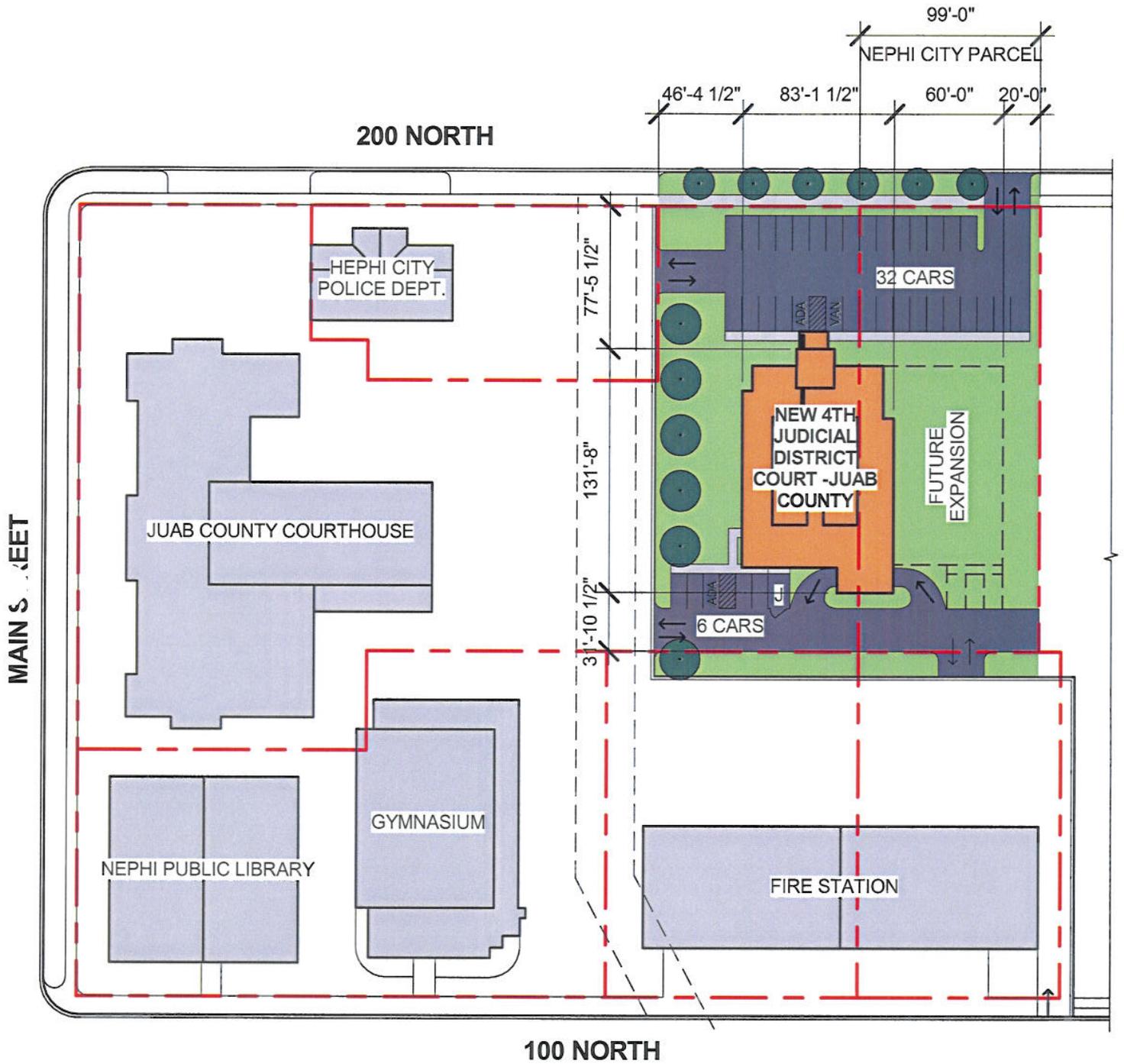
- Clean and treat all vinyl and leather chairs and couches
- Vacuum draperies
- Clean exterior and interior windows

Annual Duties

- Clean all light fixtures
- Remove and clean levelor blinds
- Clean all carpet

The grounds shall be maintained in a clean and attractive manner at all times.

Changes in the frequencies, or days of performance of any duty, shall be made by mutual agreement with the State and shall be specified in writing.



SITE PLAN

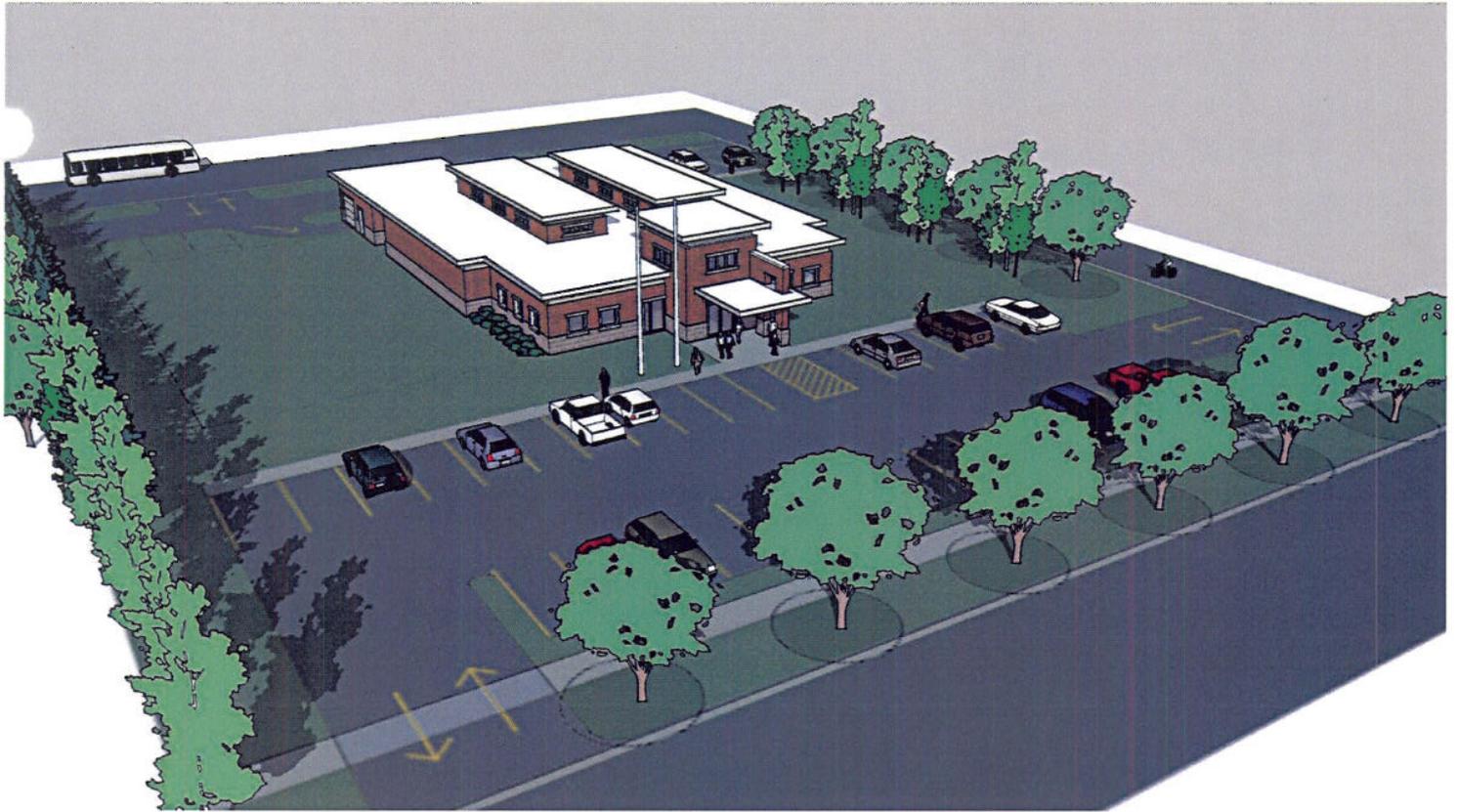
WITH MIN. 20' REQUIRED SIDE YARD ON EAST SIDE OF BUILDING
 THIS ASSUMES ACQUISITION OF FULL 99' WIDE CITY PROPERTY



4th JUDICIAL DISTRICT COURT - JUAB COUNTY
 PROGRAM LEVEL DESIGN



4th JUDICIAL DISTRICT COURT - JUAB COUNTY
PROGRAM LEVEL DESIGN



4th JUDICIAL DISTRICT COURT - JUAB COUNTY

PROGRAM LEVEL DESIGN



Gary R. Herbert
Governor

Utah State Building Board

4110 State Office Building
Salt Lake City, Utah 84114
Phone (801) 538-3018
Fax (801) 538-3267

MEMORANDUM

To: Utah State Building Board
From: David G. Buxton
Date: January 22, 2013
Subject: **SLCC Reallocation of Capital Improvement Funds for South City Campus**
Presenter: Bob Askerlund, SLCC

Recommendations

DFCM recommends that the Building Board review the request from the Salt Lake Community College regarding reallocation of capital improvement funds.

Background

Over the years the galvanized water piping in the north wing of SLCC SCC Campus main building has begun to fail. Each year SLCC has been able to patch enough to get by. The repairs are becoming more frequent and we would request that the savings from the Window Sill Replacement project be reallocated to this project in order help us, at least get a good start on this immediately.

DGB:kfb
Attachment

DFCM Capital Improvement Reallocation Request

Date: 16 January 2013
Agency: Salt Lake Community College
Requestor: Bob Askerlund, Asst VP for Facilities Services

Allocated From:

Project Name: SCC Window Sill Replacement
Project No.: 11207670
DFCM PM: Jim Russell
Completion Date:
Project Savings: \$111,068.50

Allocated To:

Project Name: SCC Replacement of Galvanized Water Piping – North Wing
*Project No.:
ISES No.:
Amount: \$111,068.50

Description of Work/Justification:

Over the years the galvanized water piping in the north wing of SLCC SCC Campus main building has begun to fail. Each year we have been able to patch enough to get by. We requested money for years 2012 and 2013 to replace the old galvanized system but just missed the cut off for funding both years. The repairs are becoming more frequent and we would request that the savings from the Window Sill Replacement project be reallocated to this project in order help us, at least get a good start on this immediately. This piping is nearly 50 years old and we are not sure how much longer we can continue to patch without some major water damage.

Allocated To

Project Name:
*Project No.:
ISES No.:
Amount:

Description of Work/Justification:

*If applicable



Gary R. Herbert
Governor

Utah State Building Board

4110 State Office Building
Salt Lake City, Utah 84114
Phone (801) 538-3018
Fax (801) 538-3267

MEMORANDUM

To: Utah State Building Board
From: David G. Buxton
Date: February 6, 2013
Subject: **Approval of Revolving Loan Fund for Salt Lake Community College**
Presenter: Bianca Shama

Recommendation:

As per the administrative rules for the State Facility Energy Efficiency Fund, the State's energy revolving loan fund, each project seeking funding requires Building Board approval prior to moving forward. DFCM recommends that the Building Board review the request from Salt Lake Community College. This application has been reviewed and approved by the State Building Energy Efficiency Program Director and is submitted for your approval.

Background:

Attached is an application pending approval for Salt Lake Community College. Salt Lake Community College is requesting a loan in the amount of \$90,000.00. The funds will be used to install removable insulation blankets on the hot water and steam lines in all tunnels and most mechanical rooms. The funds will also be used to install automation controls on campus chillers to provide greater efficiency in how they run. The payback for this project will be 3.06 years. The estimated loan repayment schedule will begin at the start of 2014. The project will result in both significant energy savings and cost savings.

DGB:bs
Attachment
Loan application and supporting documentation

State of Utah

State Facility Energy Efficiency Fund Loan Application

A. State Agency:

Salt Lake Community College

B. Building name & location:

Taylorsville/Redwood road campus at 4500 south Redwood road Taylorsville, Ut 84123

The Chillers are located in the Admin building, S/I, LAC, and library but they feed the campus loops through the tunnel systems.

The insulation is on the hot water and steam lines in all tunnels and most mechanical rooms.

C. Building description (use, seasonal variations, square footage):

The buildings are used all year. There is approximately 1,000,000 sq ft. of area served.

D. Existing building systems and energy usage:

The chillers are used from April until November.

The hot water piping systems are used all day and night all year long.

E. Project Description:

Eligible Measure / Materials to be installed	Estimated cost of Measure	Projected Annual Energy Savings	Projected Annual cost Savings
CPO-10 plant optimizer Onicon BTU Meters, FEC controllers, Programming from Johnson Controls	\$33,000	147,000 kWh	\$17,855
Insulation Blankets and wrap	\$57,000	65,000 BTUH	\$11,535
Total	\$90,000		\$29,390

F. Rebates and Incentives:

Provider and type of rebate or incentive	Estimated Amount of incentive
Questar Gas	\$0
Rocky Mountain Power	\$0
TOTAL	\$0

G. Payback

1.8 years on the \$33,000 Chiller controls upgrade and reprogramming.

4.94 years on the \$57,000 Insulation installation.

Total = 3.06 years for totalized savings.

H. Description of energy costs savings measurement and verification:

WHW Engineering, Ezra Nielsen and Daniel Hansen with SLCC calculated the current usage of the chillers for the campus. We entered in the energy efficiency scales from the chiller manufacturers and balanced the loads for the chillers with their demands to run in the most efficient scheme. This change allows for better BTU/kW running with building in demand limiting during peak hours of operation. These changes will create the annual savings of approximately \$17,855.

The insulation installation values were calculated using the loss of heat through bare pipe as it is now compared to what the loss will be after insulating. The loss of heat correlates to our gas price per BTU which gives us the annual saving of \$11,535.

I. Commissioning procedures:

We will monitor peak demands through Profiler real time/historical meter monitoring and check to see the drop in peak demands on a monthly basis. We will compare monthly billing statements to previous months and years to see drops in usage and costs.

We have a meter on the east side plant for those 3 chillers. We 2 years of baseline usage and will compare to future uses after the project is completed. The west side chillers are in individual buildings that have electrical meters. We have baseline for the buildings usage and we will compare these values to future usage. We can also compare run times and load percentages to previous baseline values.

Each boiler has a gas meter as well as a meter for the whole heating plant. We have baseline usage on these now. We will compare the future usage to the baseline to calculate the difference while taking into account outside air temperature and seasonal weather.

We will report the realized savings compared to the projected savings yearly in an annual report given to DFCM.

These savings may not be realized (or they may be exceeded) but SLCC has done its due diligence as demonstrated by the supporting calculations done with WHW.

J. Other benefits to the environment, community, agency, or State of Utah:

The chiller sequencing will reduce starts and stops on the chillers and lower high load run times. This will extend the life of the chillers. We will get better control of the water temperatures to enable better control of our campus buildings. With the system automated, it will be more self-sufficient and won't rely on our plant personnel to stage it as needed.

The replacement and installation of the insulation will improve in aesthetics of the campus piping. It will protect the employees from burns as they work in the area. The temperature of the mechanical rooms will decrease multiple degrees which helps extend the life of the equipment in the rooms. The insulation blankets are reusable when removal is necessary, for work to be done on the valves and joints.

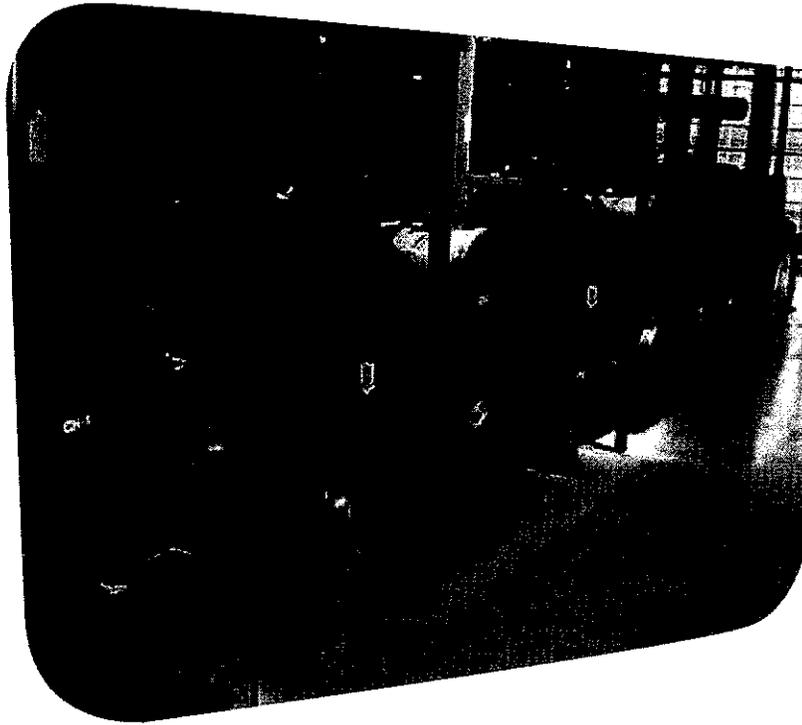
K. Total eligible costs to be financed by this loan:

Estimated costs:	\$ 90,000.00
Other funds to be used on project:	\$ 0
Total proposed loan amount:	\$ 90,000.00

L. Attachments:

SLCC East Loop Chiller Cost model 11-21-12 excel file
SLCC West Loop Chiller Cost model 11-21-12 excel file
SLCC Insulation heat load calcs - WHW excel file
CPO10 D- DMetasys DInsert_v3.pdf

Save more energy where you use energy the most



- Saves up to 15% in energy usage
- Powered by Metasys technology
- Provides custom programs without custom programming
- Ideal fit for new construction projects and major renovations
- Applicable for plant upgrades and Metasys integrations
- Works with virtually all types of central plants

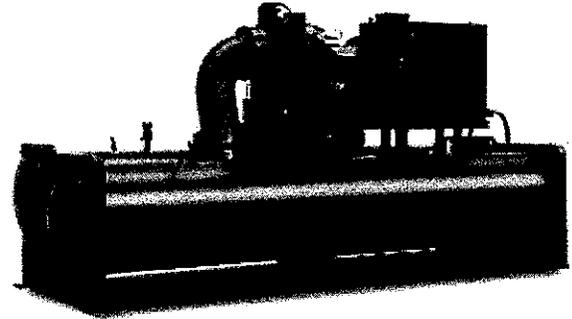
More than 35% of the power required to run your building is consumed in one place: the central chilled water plant. So if you can improve the efficiency of your central plant, then you can better manage energy usage, reduce the environmental impact and save money for your total facility.

Installing high-efficiency YORK® chillers and components is an ideal way to start saving energy. But that can only take you so far. Because even the most energy efficient chiller plant requires an automation system and a holistic optimization platform to reach maximum efficiency. Central Plant Optimization 10 (CPO 10) can help your chiller plant consistently perform at its peak efficiency potential, delivering up to 15% in energy savings.

CENTRAL PLANT OPTIMIZATION 10 POWERED BY METASYS

Built-in flexibility and compatibility.

Johnson Controls CPO 10 is powered by Metasys technology and works with nearly all central plant types and configurations, so it's flexible enough to adapt to your facility requirements. The application uses proven, tested and documented best practices to select the most efficient combination of chillers, pumps, and cooling towers needed to match your building's load. CPO 10 controls all the necessary sequencing of pumps, isolation valves, and main equipment, while maintaining all the timing delays for safe and stable operation.

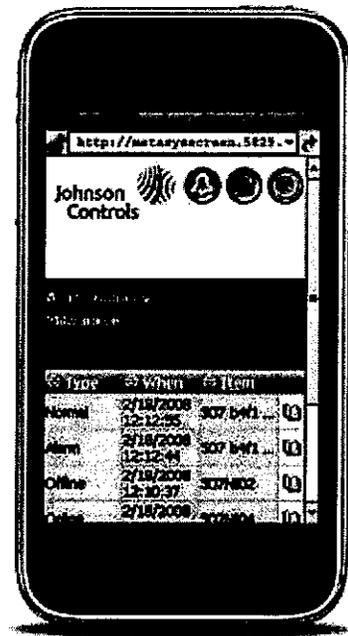


Greater visibility into performance.

Even with the most efficient chillers and advanced building automation system, your central plant may not be achieving peak performance because of the lack of information available to you. Because CPO 10 is powered by Metasys, you can take advantage of web-based and wireless technologies to deliver the information you need, when and where you need it, to ensure your plant achieves its performance potential.

The Metasys Ready Access Portal delivers targeted, customized views to users on standard browsers. And it's compatible with Apple iPhone® and iPod® Touch platforms. By taking advantage of Metasys remote monitoring and diagnostics, you can respond quicker to system alarms and operating anomalies.

Plus, Metasys Energy Essentials reporting provides informative reports that give you greater visibility into the energy use of your central plant. These reports include energy consumption and energy cost details, equipment runtime, starts and stops, along with weather data and daily load profiles. All in an easy to set up and easy to use format.



Reduce costs. Increase efficiency.

Now you can better manage increasing costs and the pressure to operate more efficiently by improving the control of your central plant with Central Plant Optimization 10. It's an innovative approach to maximizing the performance of your building's HVAC systems and equipment. Most importantly, you can turn the biggest energy user in your facility into the biggest energy saver.

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www.johnsoncontrols.com



East Loop Annual Chiller Constant Dollar Cost Model - Future Estimate

tons
 Chiller 3: 565
 Chiller 2: 700
 Chiller 1: 700

Energy Cost

Loading	Chiller #3		Chiller #2			Chiller #1			Total Tons	Hours	kWH	KW total	\$/KW/Month						
	LWT 'F	EWT 'F	EWT 'F	LWT 'F	Tons	KW/Ton	KW	Tons					KW/Ton	KW	Tons	KW/Ton	KW	Demand Cost	Energy Use Cost
100%	44	54	75		565	0.512	289.3	700	0.62	434.0	700	0.62	434.0	1965	438	506888.6	1157.3	\$8.00	\$0.03
75%	44	54	75		423.75	0.448	189.8	525	0.454	238.4	525	0.454	238.4	1474	838	558560.5	666.5	\$9,258.24	\$15,206.66
50%	44	54	75		282.5	0.461	130.2	350	0.338	118.3	350	0.338	118.3	983	838	307405.6	366.8	\$15,996.96	\$16,756.82
100%	44	54	70		565	0.512	289.3	700	0.62	434.0		0.62	0.0	1265	38	27484.6	723.3	\$9,222.17	\$824.54
75%	44	54	70		423.75	0.448	189.8	525	0.454	238.4		0.454	0.0	949	38	16271.2	428.2	\$5,786.24	\$488.14
50%	44	54	70		282.5	0.461	130.2	350	0.338	118.3		0.338	0.0	633	438	108857.2	248.5	\$1,985.26	\$3,265.72
100%	44	54	70		565	0.512	289.3		0.62	0.0		0.62	0.0	565	438	126704.6	289.3		\$3,601.14
75%	44	54	65		423.75	0.448	189.8		0.454	0.0		0.454	0.0	424	438	83149.9	189.8		\$2,494.50
50%	44	54	65	70	282.5	0.461	130.2		0.338	0.0		0.338	0.0	283	438	57041.8	130.2		\$1,711.26
25%	44	54	65	68	141.25	0.625	88.3		0.446	0.0		0.446	0.0	141	438	38667.2	88.3	\$706.25	\$1,160.02

East Improved Annual Chiller Energy Cost: \$33,735.95 \$54,930.94 \$88,666.89

East Current Uncorrected Energy Cost: \$97,935.90
 East Annual Projected Savings: \$9,269.01

West Improved Annual Chiller Energy Cost: \$44,753.09

West Current Uncorrected Energy Cost: \$53,339.27
 West Annual Projected Savings: \$8,586.18

TOTAL Possible Annual Savings \$17,855.19

Initial Controls Upgrade Cost \$33,000

Approximate Payback 1.8 years

Valves

Size	Quantity	Ambient Temp	Surface temp	Area	Bare Heat Loss BTU/Hr/SF	Insulated Heat Loss BTU/HR/SF	Bare Heat Loss BTU/HR	Bare Heat Loss \$/Yr	Insulated Heat Loss BTU/Hr	Insulated Oper. Cost \$/Yr	Total savings/Yr
2"	4	75	320	2.21	913	35.5	2018	\$73.90	78.51025	\$2.88	\$284.08
2"	2	75	190	2.21	334	16.7	739	\$27.05	36.85175	\$1.35	\$51.41
3"	1	75	320	3.37	858	35.5	2893	\$105.93	119.71925	\$4.38	\$101.54
4"	8	75	320	4.68	811	35.5	3795	\$138.97	166.257	\$6.09	\$1,063.06
4"	6	75	190	4.68	294	16.7	1377	\$50.42	78.039	\$2.86	\$285.35
6"	18	75	320	7.03	751	35.5	5282	\$193.43	249.74075	\$9.15	\$3,317.07
8"	2	75	320	10.3	750	35.5	7725	\$282.89	365.9075	\$13.40	\$538.98

Expansion Joints

2"	14	75	190	2.21	334	16.7	739	\$27.05	36.85175	\$1.35	\$359.86
3"	1	75	190	3.37	313	16.7	1056	\$38.66	56.19475	\$2.06	\$36.60
4"	11	75	320	5.1	811	35.5	4136	\$151.44	181.1775	\$6.63	\$1,592.89
4"	8	75	190	5.1	294	16.7	1500	\$54.94	85.0425	\$3.11	\$414.61
6"	10	75	320	6.45	751	35.5	4846	\$177.47	229.13625	\$8.39	\$1,690.78
8"	3	75	320	10.9	750	35.5	8175	\$299.37	387.2225	\$14.18	\$855.56

Size	Quantity Length (ft)	Ambient Temp	Pipe temp	Bare Heat Loss BTUH/LF	Insulated Heat Loss BTUH/LF	Bare Heat Loss BTU/HR	Bare Heat Loss \$/Yr	Insulated Heat Loss BTU/Hr	Insulated Oper. Cost \$/Yr	Total savings/Yr
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Piping

2"	8	75	320	478	31.3	3824	\$140.03	250	\$9.17	\$130.86
2"	27.5	75	190	478	11.6	13145	\$38.65	81	\$5.08	\$508.56
4"	8	75	320	849	47.1	6792	\$307.62	639	\$43.36	\$264.26

Cost / Decatherm \$4.18 Total Savings/Yr. \$11,495.48

pipe size	area (sq ft)	Loss BTUH/LF Steam	Loss BTUH/sf	Loan amount	Yrs Payoff
2	0.5235	478	913.085	\$57,000.00	4.96
3	0.78525	674	858.325		
4	1.047	849	810.888		
6	1.5705	1180	751.353		
8	2.094	1571	750		

pipe insulation value
k value 0.29 thick 2 equivalent R 6.89655

pipe size	area (sq ft)	Loss BTUH/LF cond	Loss BTUH/sf
2	0.5235	175	334.288
3	0.78525	246	313.276
4	1.047	308	294.174
6	1.5705	427	271.888
8	2.094	565	270

West Loop Annual Chiller Constant Dollar Cost Model - Future Estimate

tons
 Chiller 1: 168
 Chiller 2: 400
 Chiller 3: 600

Energy Cost

Loading	Chilled Water		Condenser Water		Chiller #1			Chiller #2			Chiller #3			Total Tons	Hours	kWH	KW total	\$/KW/Month	\$/kwh
	LWT 'F	EWT 'F	EWT 'F	LWT 'F	Tons	KW/Ton	KW	Tons	KW/Ton	KW	Tons	KW/Ton	KW						
100%	44	54	80	90	168	0.512		400	0.62	248.0	600	0.601	360.6	1168	438	266566.8	608.6	\$8.00	\$0.03
75%	44	54	75	85	126	0.448		300	0.454	136.2	450	0.47	211.5	876	438	152292.6	347.7	\$9,737.60	\$7,997.00
50%	44	54	75	85	84	0.461		200	0.338	67.6	300	0.35	105.0	584	438	75598.8	172.6	\$5,563.20	\$4,568.78
25%	44	54	75	85	42	1.461		100	0.446	44.6	150	0.453	68.0	292		0.0	112.6		\$2,267.96
100%	44	54	70	80	168	0.512		400	0.62	248.0		0.601	0.0	568	438	108624.0	248.0	\$1,984.00	\$3,258.72
75%	44	54	70	80	126	0.448		300	0.454	136.2		0.47	0.0	426	438	59655.6	136.2		\$1,789.67
50%	44	54	70	80	84	0.461		200	0.338	67.6		0.35	0.0	284	1314	88826.4	67.6	\$540.80	\$2,664.79
25%	44	54	70	80	42	1.461		100	0.446	44.6		0.453	0.0	142		0.0	44.6		\$0.00
100%	44	54	70	80	168	0.65	109.2		0.62	0.0		0.601	0.0	168	438	47829.6	109.2		\$1,434.89
75%	44	54	70	80	126	0.68	85.7		0.454	0.0		0.47	0.0	126	438	37527.8	85.7		\$1,125.84
50%	44	54	70	80	84	0.78	65.5		0.338	0.0		0.35	0.0	84	438	28897.8	65.5		\$860.93
25%	44	54	70	80	42	1.08	45.4		0.446	0.0		0.453	0.0	42	438	19867.7	45.4	\$362.88	\$596.03

Improved Annual Chiller Energy Cost: \$18,188.48 \$26,564.61 \$44,753.09
 Current Uncorrected Energy Cost: \$53,339.27
 Annual Projected Savings: \$8,586.18



Gary R. Herbert
Governor

Utah State Building Board

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MEMORANDUM

To: Utah State Building Board
From: D. Gregg Buxton, Director
Date: February 6, 2013
Subject: **Five Year Notice of Review and Statement of Continuation for Rule R23-13, State of Utah Parking Rules for Facilities Managed by the Division of Facilities and Construction Management.**
Presenter: Alan Bachman, Assistant Attorney General

The Utah Rulemaking Act, Utah Code Ann. Section 63G-3-305 requires each agency to review its rules within five years of each rule's original enactment, and then within five-year intervals. To comply with the review requirement, the agency must submit a "Five-Year Notice of Review and Statement of Continuation" for each of its rules. Otherwise, the rules will expire, become unenforceable, and will be removed from the Utah Administrative Code. The attached Rule R23-13, State of Utah Parking Rules for Facilities Managed by the Division of Facilities and Construction Management, is due for review, and therefore, the "Five Year Notice of Review and Statement of Continuation" must be filed with the Division of Administrative Rules on or before March 17th, 2013.

Recommendation:

It is recommended that the Board authorize the filing of the "Five Year Notice of Review and Statement of Continuation" for Rule R23-13 at their scheduled Board meeting on February 6, 2013. At this time, the Division is not recommending any amendments to Rule R23-13. However, the Division will present amendments to this rule at a future Board meeting for consideration and approval if needed or requested by the Board.

Background:

Rule R23-13, under the authority of the Board, establishes procedures for State of Utah Parking Rules for the Division. A copy of Rule R23-13 is attached.

Attachment: Copy of Rule R23-13
AB/cg

R23. Administrative Services, Facilities Construction and Management.

R23-13. State of Utah Parking Rules for Facilities Managed by the Division of Facilities Construction and Management.

R23-13-1. Purpose.

This Rule establishes standards for parking at State facilities which are managed by the Division of Facilities Construction and Management.

R23-13-2. Authority.

This Rule is authorized under Subsection 63A-5-204, which authorizes the executive director of the Department of Administrative Services to adopt rules governing traffic flow and vehicle parking on state grounds surrounding facilities managed by DFCM, and under Subsection 53-1-109, authorizing DFCM to enforce traffic rules.

R23-13-3. Policy.

(1) The following rules pertaining to parking vehicles on grounds surrounding state facilities have been prepared in accordance with Subsections 63A-5-204 and 53-1-109.

(2) In preparing these rules specific attention has been given to the appearance of the grounds, presentation of the grounds at each facility to visitors, and optimal utilization of the parking areas at each facility for visitors, tourists, employees and individuals with disabilities.

R23-13-4. General Rules and Information.

(1) State of Utah Traffic Rules and Regulations, Title 41, Chapter 6, shall apply to all traffic using facilities under the management of the Division of Facilities Construction and Management.

(2) Painted curb color codes, intersection parking clearance, and all other traffic control markings shall conform with the State of Utah Traffic Rules and Regulations and all other applicable ordinances.

(3) All facilities under the direct management of the Division of Facilities Construction and Management shall have signs at main entrances designating public parking areas, employee parking, special needs parking, loading-unloading areas, bus parking areas and overnight parking areas.

(4) Employees with permanent disabilities - employees in this category displaying the disability license plate or disability parking permit shall be assigned parking in close proximity to their work at each facility.

(5) Employees with temporary disability - upon request an employee in this category may be allowed, by special permit, to park in disabled priority and public areas. The Division of Facilities Construction and Management should be contacted for this privilege.

(6) Overnight parking:

(a) Those employees who must leave vehicles at any facility are urged to contact facility designated security personnel to provide license numbers and expected return dates for security purposes.

(b) A designated parking area shall be established at all facilities managed by DFCM for employees to utilize for overnight parking between November 1 and April 1. Employees using this parking

area shall be required to notify facility designated security personnel regarding the use of said parking area. Due to snow removal needs any vehicles parked outside of this designated area shall be subject to impoundment.

R23-13-5. Designated Parking Areas.

(1) Employee and visitor parking - designated parking areas for reserved parking and general parking for employees and visitors shall be noted on facilities signs as described above.

(2) Parking for the disabled - designated parking stalls, reserved exclusively for automobiles, including vans, displaying disability license plates or permits, shall be provided in all necessary parking areas. All parking areas will meet the minimum number of reserved stalls required by state and federal laws, rules and regulations governing public services and accessibility for individuals with disabilities.

(3) Employees with permanent disabilities - employees in this category displaying the disability license plate or disability parking permit or who justify specific need shall be assigned a parking stall in close proximity to their work at all facilities.

(4) Employees with temporary disabilities - an employee in this category may request a special permit to park in a disability priority stall or a reserved stall in a public area. The Department/Division Directors of the employee with a disability shall contact the Division of Facilities Construction and Management for this privilege. The Director shall provide the Division of Facilities Construction and Management Building Manager with the following information concerning the request: 1) type of disability; 2) length of time special permit will be required; 3) description of vehicle and license plate information.

R23-13-6. Parking Restrictions.

(1) General.

(a) Parking is prohibited in the following areas:

(i) Areas with red curb or otherwise posted are "No Parking";

(ii) All reserved areas for appropriate vehicles only;

(iii) All "Disability Only" zones will be strictly enforced;

(iv) Areas reserved for state vehicles are restricted for that use only;

(v) In front of any public stairs or entrance or blocking any public walkways;

(vi) Bus zones.

(b) Limited parking:

(i) Loading dock parking, where applicable, shall be limited to short-term delivery and service vehicles only, except as otherwise specifically marked in the dock areas.

(ii) Vehicles left sitting more than seven days will be considered abandoned and will be towed away, unless arrangements are made with the facility designated security personnel.

(c) The following areas shall be designated tow away zones. Any violating vehicle parking in these areas are subject to tow away at the owner's expense:

(i) Vehicles in front of or blocking any public stairs, building entrance, sidewalk or walkway; vehicles parking in or blocking any

fire lane;

(ii) No vehicles, including service, delivery, or otherwise, shall park on any walkways;

(d) Construction or long-term service vehicle parking shall be arranged as needed by contacting the Division of Facilities Construction and Management's Building Manager and the facility designated security personnel.

R23-13-7. Enforcement.

(1) All traffic and parking signs and markings shall be strictly enforced by frequent observation and monitoring by facility designated security personnel.

(2) Facility designated security personnel shall be authorized to issue citations or other enforcement actions as may be necessary for parking control and regulation at all facilities.

(3) Those security personnel having full authority as peace officers shall enforce the State of Utah Traffic Rules and Regulations in their entirety including accident investigation, as well as parking restrictions established pursuant to these rules.

(4) Enforcement of these rules shall be accomplished in a prudent, effective manner including the following procedures:

(a) Issuance of citation for violation and subsequent payment of fine;

(b) Towing of any vehicle violating rules as listed above at owner's expense;

(c) Reporting employees who consistently disregard the rules to their respective department or division head for discipline; discipline for constant offenders should include a notice of the discipline in the employee's personnel file.

(5) Fine amounts shall be those set under the jurisdiction of the facility designated security personnel.

R23-13-8. Right to Waive Rules.

Notwithstanding any rule stated in this document, the Division of Facilities Construction and Management reserves the right to waive any or all of these parking rules if it is deemed by the Division of Facilities Construction and Management to be in the best interest or temporary convenience of the State.

KEY: transportation law, parking facilities*

Date of Enactment or Last Substantive Amendment: 1994

Notice of Continuation: March 17, 2008

Authorizing, and Implemented or Interpreted Law: 63A-5-204; 53-1-109



Gary R. Herbert
Governor

Utah State Building Board

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MEMORANDUM

To: Utah State Building Board
From: D. Gregg Buxton, Director
Date: February 6, 2013
Subject: **Five Year Notice of Review and Statement of Continuation for Rule R23-22, General Procedures for Acquisition and Selling of Real Property.**
Presenter: Alan Bachman, Assistant Attorney General

The Utah Rulemaking Act, Utah Code Ann. Section 63G-3-305 requires each agency to review its rules within five years of each rule's original enactment, and then within five-year intervals. To comply with the review requirement, the agency must submit a "Five-Year Notice of Review and Statement of Continuation" for each of its rules. Otherwise, the rules will expire, become unenforceable, and will be removed from the Utah Administrative Code. The attached Rule R23-22, General Procedures for Acquisition and Selling of Real Property, is due for review, and therefore, the "Five Year Notice of Review and Statement of Continuation" must be filed with the Division of Administrative Rules on or before September 11, 2013.

Recommendation:

It is recommended that the Board authorize the filing of the "Five Year Notice of Review and Statement of Continuation" for Rule R23-22 at their scheduled Board meeting on February 6, 2013. At this time, the Division is not recommending any amendments to Rule R23-22. However, the Division will present amendments to this rule at a future Board meeting for consideration and approval if needed or requested by the Board.

Background:

Rule R23-22, under the authority of the Board, establishes procedures for Acquisition and Selling of Real Property for the Division. A copy of Rule R23-22 is attached.

Attachment: Copy of Rule R23-22
AB/cg

R23. Administrative Services, Facilities Construction and Management.

R23-22. General Procedures for Acquisition and Selling of Real Property.

R23-22-1. Purpose.

This rule defines the procedures of the Division of Facilities Construction and Management for acquisition and selling of real property.

R23-22-2. Authority.

(1) This rule is authorized under Subsection 63A-5-103(1)(e), which directs the Building Board to make rules necessary for the discharge of the duties of the Division of Facilities Construction and Management (hereinafter referred to as the "Division").

(2) This rule is also authorized and intended to implement the requirements of Section 63A-5-401, as well as Subsection 63A-5-103(1)(e)(iii).

R23-22-3. Policy.

It is the general policy of the Board that, except as otherwise allowed by the Utah Code, the Division shall buy, sell or exchange real property in accordance with this Rule to ensure that the value of the real property is congruent with the proposed price and other terms of the purchase, sale or exchange.

R23-22-4. Scope of This Rule.

This Rule shall apply to all purchases, sales, donations and exchanges of DFCM, as applicable in this Rule, except as otherwise allowed by the Utah Code. The requirements of this Rule shall also not apply to a contract or other written agreement prior to May 5, 2008; or to any contract or to any purchase, sale or exchange of real property where the value is determined to be less than \$100,000 as estimated by DFCM.

R23-22-5. Requirements for Purchase or Exchanges of Real Property.

DFCM shall comply with the following in regard to the purchase or exchange of real property that is subject to this Rule:

(1) DFCM must find that all necessary approvals have been obtained from State and other applicable authorities. DFCM will assist other State agencies in obtaining these approvals when it is deemed by DFCM to be in the interest of the State.

(2) DFCM shall coordinate as required any necessary financing requirements through the State Building Ownership Authority, or other relevant bonding authority, as authorized by the Legislature.

(3) DFCM shall assist other State agencies in accordance with DFCM's governing statutes, through financial analysis and other appropriate means, in selecting the appropriate or particular real property to be purchased and/or exchanged.

(4) DFCM shall, in accordance with DFCM's governing statutes, negotiate, draft and execute the applicable Real Estate Contract with due consideration to the State agency's comments. The State agency may be required by DFCM to be a signatory to the Contract.

(5) DFCM shall obtain and review the following documents when such is determined by DFCM to be customary in the industry for the

size and type of transaction or if required by another provision of this Rule or State law:

- a. title insurance commitment;
- b. an environmental assessment;
- c. an engineering assessment;
- d. a code review;
- e. an appraisal;
- f. an analysis of past maintenance and operational expenses, when available and relevant;
- g. the situs, zoning and planning information;
- h. an ALTA land survey;
- i. an historic property assessment under Section 9-8-404; and
- j. other requirements determined necessary by DFCM, this Rule or State law.

(6) DFCM shall review, approve and execute when in the interest of the State, closing documents as prepared by the selected title company.

(7) DFCM may use boiler plate documents approved as to form by the Utah Attorney General or shall consult with the Utah Attorney General regarding provisions of the sale or significant changes to the boiler plate documents approved as to the form by the Utah Attorney General.

(8) DFCM shall endeavor to monitor the distribution of closing documents.

R23-22-6. Additional Requirements Regarding R23-22-5(5).

DFCM shall comply with the provisions below. None of the provisions below shall restrict the Director from requiring or not requiring any of the following if in the Director's opinion such is advantageous to the State or if such is required or allowed by State law:

(1) Title insurance commitment. The following applies to real property that may become State property by purchase, donation or exchange: DFCM shall obtain an Owner's Policy of Title Insurance for real property valued by DFCM at \$500,000 or above. For real property valued by DFCM at less than \$500,000, DFCM shall obtain a title report and may obtain an Owner's Policy of Title Insurance if, in the judgment of DFCM, title insurance is advantageous to the State.

(2) Phase I Environmental Assessment or Greater. The following applies to real property that may become State property by purchase, donation or exchange: A Phase I or greater Environmental Assessment may be required by DFCM prior to a purchase or exchange of real property when the property considered to become State property has a use and/or occupancy history which in the opinion of DFCM indicates the possibility of environmental issues that would materially affect the DFCM's purchase of the property or the State agency's use of the property.

(3) Engineering Assessment. The following applies to real property that may become State property by purchase, donation or exchange: For all improved real property valued by DFCM at \$250,000 or above, DFCM shall obtain an engineering assessment of mechanical systems and structural integrity of improvements located on the property. An engineering assessment may be waived by the DFCM Director if an engineering assessment has already been performed within the

past 12 months or if the land is unimproved. The State may perform an engineering assessment for real property valued at less than \$250,000 if, in the judgment of the Director, such an assessment is advantageous to the State.

(4) Code and Requirements Review. DFCM shall review the real property that may potentially become State property through purchase, donation or exchange to ascertain its suitability under all applicable codes and requirements, including any applicable provisions of State law.

(5) Appraisal. For real property that may potentially become State property through purchase or exchange, the State shall arrive at a fair market valuation of the property prior to purchase that is agreeable to the seller and the State. The fair market value determination used by DFCM in the negotiation shall be based upon an appraisal completed by an appraiser that specializes in the type of the subject real property and is a state-certified general appraiser under Section 61-2B-2 or by a State of Utah licensed MAI appraiser who also has such a certificate, except as follows:

(a) When this rule is not applicable under its scope;

(b) When State law otherwise provides that DFCM does not have to use fair market value; or

(c) When the Director has determined by a writing filed with DFCM, that the cost of obtaining the appraisal is not justified in the economic interest of the State of Utah.

(6) Past maintenance and operational expenses. DFCM shall endeavor to obtain, past maintenance and operational expense histories attached to any real property that may be acquired by the State, including real property that is acquired by purchase, donation or exchange, unless it is determined by the Director that the obtaining of such records is not justified in the economic interest of the State of Utah.

(7) Situs, zoning and planning information. DFCM shall endeavor to obtain preexisting situs, zoning and planning information regarding the real property that may be acquired by purchase, donation or exchange when required by State law, or if the Director determines that the obtaining of such information is advantageous to the State.

(8) ALTA land survey. For all real property acquired by DFCM through purchase, donation or exchange, and the property to become State property is valued by DFCM at \$250,000 or above, DFCM shall obtain an ALTA/ACSM Land Title Survey, current revision, of the subject property. An ALTA survey shall not be required if an ALTA survey has already been performed within the past 12 months unless otherwise determined by the Director. The State may perform an ALTA survey for real property valued less than \$250,000 if the Director determines that such a survey is in the interest of the State.

R23-22-7. Requirements for the Disposition of Real Property by DFCM.

(1) Determination of disposition of real property.

(a) Notwithstanding, any other provision of this Rule R23-22, any real property that is of historical significance to the State of Utah shall not be disposed by the Division, regardless of the value amount of the property, unless approval has been obtained by the Legislative Management Committee of the Utah Legislature.

(i) "Historical significance" for the purposes of this Rule

R23-22 includes real property, including any structures, statues or other improvements on the real property, that is listed on the National Register of Historic Places or the State Register.

(ii) The Division, after consultation with the State Historic Preservation Officer, shall make a recommendation to the Board as to whether a property proposed to be declared as surplus property, is historically significant based on the definition of "historically significant" in this Rule. The Board, after considering the recommendation of the Division as well as any other interested persons or entities, shall determine whether or not the property is historically significant.

(iii) A copy of the determination regarding Historical Significance shall be sent to the State Historic Preservation Officer as well as the Chair and Vice-Chair of the Legislative Management Committee, any of which may within ten (10) working days of the receipt of the determination by the Board, decide that the issue should be considered by the Legislative Management Committee and that the Division shall not proceed with the disposition of the property until the Legislative Management Committee approves the disposition.

(b) If the Board has not determined that the real property is historically significant, then the Building Board may declare the real property to be surplus under the procedures described in this Rule.

(i) Thereafter, if the appraised value of the real property is estimated by the Director to be \$500,000 or below, then the Board may authorize the Division to dispose of the real property in accordance with the provisions of this Rule.

(ii) If the appraised value as estimated by the Director is above \$500,000, then the Board shall refer consideration of the sale of the real property to the Legislative Management Committee.

(c) Nothing in the rule shall prohibit the Director from proceeding with easements, lot line and other minor, incidental adjustments with other State entities or other public/private persons or entities, as long as the Director reasonably determines that such property is not historically significant after consultation with the State Historic Preservation Officer, that the adjustment is in the public interest, and that the value of the adjustment as determined by the Director is less than \$100,000.

(2) Determination of surplus property. If the real property is determined to not be historically significant under this rule and in addition to the policy of Section R23-22-3, it is the policy of this Board to efficiently and economically dispose of real property that is determined by DFCM or the State to be surplus in accordance with State law. In accordance with State law, DFCM may recommend to the Board that certain real property be declared as surplus. The Board shall consider the following factors in the determination of declaring the property to be surplus:

- (a) the input of the Division;
- (b) the input of State agencies;

(c) any other input received from concerned persons or entities;
and

- (d) the appraised value of the property.

(3) Detailed disposition procedures. After the appropriate determination is made that the real property is surplus, and it is

determined that the property is not historically significant under this rule, then DFCM shall endeavor to sell the surplus real property on the open market, unless such property is to be conveyed to another State agency or public entity in accordance with Utah law. If there is such a sale, it shall be as follows:

(a) DFCM shall confirm that all necessary approvals have been sought for the declaration of surplus property.

(b) Unless otherwise allowed by State law, DFCM shall obtain at least fair market value for the real property to be sold. This shall be accomplished by the following:

(i) DFCM shall determine a fair market valuation of the property prior to the offer for sale. The fair market value determination used by DFCM in offer for sale shall be based upon an appraisal completed by an appraiser that specializes in the type of the subject real property and is a state-certified general appraiser under Section 61-2B-2, or by a Utah licensed MAI appraiser who also has such a certificate, except as follows:

(A) When this rule is not applicable under its scope;

(B) When State law otherwise provides that DFCM does not have to use fair market value; or

(C) When the Director has determined by a writing filed with DFCM, that the cost of obtaining the appraisal is not justified in the economic interest of the State of Utah.

(c) DFCM shall establish a listing price based on the appraisal obtained under this Rule or, if there is no appraisal based on the above, based upon DFCM's knowledge of prevailing market conditions and other circumstances customarily used in the industry for such sales.

(d) DFCM shall advertise the property for sale in such a manner that is commercially reasonable in the discretion of the Director.

DFCM may set a time deadline for the submission of bids for the real property based upon the economic conditions at the time of the sale.

(e) DFCM shall endeavor to enter into a contract for sale to the highest reasonable bidder, unless the DFCM Director files a written justification statement as to why a lower bidder is more advantageous to the State or if there is a sole bidder, that such bid is unreasonable.

If after a reasonable timeline set by the Director of public advertisement, no acceptable bid is submitted, then DFCM may sell the property through a private negotiated sale, provided that any sale below the fair market value initially established by DFCM for the subject property is accompanied by a written justification statement filed by the Director and a copy of which is provided to the Board prior to execution of the contract for sale.

(f) DFCM shall, in accordance with DFCM's governing statutes, negotiate, draft and execute the applicable Real Estate Contract, with due consideration to the comments of the affected State agency.

The affected State agency may be required by DFCM to be a signatory to the Contract.

(g) DFCM shall review, approve, and execute when appropriate, closing documents as prepared by the selected title company.

(h) DFCM may use boiler plate documents approved as to form by the Utah Attorney General or shall consult with the Utah Attorney General regarding provisions of the sale or significant changes to the boiler plate documents approved as to the form by the Utah Attorney

General.

(i) DFCM shall endeavor to monitor the distribution of the closing documents.

KEY: real estate, historical significance, property transactions

Date of Enactment or Last Substantive Amendment: July 8, 2010

Authorizing, and Implemented or Interpreted Law: 63A-5-103; 63A-5-401



Gary R. Herbert
Governor

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MEMORANDUM

To: Utah State Building Board
From: David G. Buxton
Date: February 6, 2013
Subject: **UNG Camp Williams Sunrise Hall Worship Center**
Presenter: Lt. Colonel Matt Price

Recommendation:

DFCM recommends the Building Board approve the request by the Utah National Guard to replace the existing chapel at Camp Williams with a new facility to be known as The Sunrise Hall Worship Center.

Background:

The old facility is too small and so old that it is not cost effective to remodel. Additionally, there is insufficient space to accommodate the needed facility size at the current location. The new facility will be approximately 9,000 SF and placed near the southeast corner of the complex on the bluff overlooking Utah County to the south. This project includes the demolition of the current chapel. Donations are committed to allow for total project funding and design and construction this year. The major donor, The Church of Jesus Christ of Latter-Day Saints, will act as developer for the project, with DFCM providing oversight, code approval and inspections. The UNG commits to not increase state O&M funding for the operation of the new facility, or seek improvement funds in the future for the upkeep of the new facility. The UNG seeks Building Board approval for the new location of this facility on their masterplan, and approval to proceed with design and construction pending a successful agreement with DFCM and the Developer, that outlines responsibilities and indemnifies the state from payment, performance or personal injury liabilities. DFCM has met with the UNG and the Developer, and believes that the proposed delivery method will result in a successful project.

LH: DGB
Attachment



Gary R. Herbert
Governor

Utah State Building Board

4110 State Office Building
Salt Lake City, Utah 84114
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MEMORANDUM

To: Utah State Building Board
From: David G. Buxton
Date: February 6, 2013
Subject: **Capital Improvement Reallocation for University of Utah Eccles Institute of Human Genetics Building (EIHG) for Emergency Repair**
Presenter: Mike Perez, University of Utah

Recommendations

DFCM recommends that the Building Board review the U of U request to reallocated funds from a capital improvement project.

Background

The U of U requests approval to reallocate \$930,000 from the Social and Behavioral Science Building (BEHB) elevator project to the Eccles Institute of Human Genetics Building (EIHG) for emergency repair of leaking pipes that have begun to cause damage to the building and surrounding equipment.

DGB:kfb
Attachment



Office of the Vice President
for Administrative Services

January 18, 2013

Mr. David G. Buxton, Director
Division of Facilities Construction and Management
State Office Building Room 4110 PO Box 141160
Salt Lake City, UT 84114-1160

Dear Gregg:

RE: UNIVERSITY OF UTAH REALLOCATION OF CAPITAL IMPROVEMENT FUNDS

The University of Utah requests approval for reallocation of \$930,000 of the \$1,001,000 budgeted for capital improvement funding from the Social and Behavioral Science (BEHB) Elevator Replacement Project, to the Building 533, Eccles Institute of Human Genetics (EIHG), Heating Water Pipe Replacement Project. This request will address the emergency replacement of pipes that have begun leaking extensively, causing substantial damage to equipment and facilities as well as disrupting University operations. Further details are provided in the attached DFCM Capital Improvement Reallocation Request form.

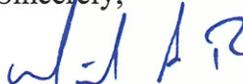
Assuming that funding for the elevator replacement is restored as part of the FY14 allocation of capital improvement funds to the University, the net result of this reallocation would be as follows:

- FY13 funding of \$71,000 for the design only of the BEHB Elevator Replacement
- FY13 funding of \$930,000 for the Building 533, EIHG, Heating Water Pipe Replacement
- FY14 funding of \$930,000 for the construction of the BEHB Elevator Replacement

We seek support of this request and respectfully ask for consideration and approval by the Utah State Building Board. Representatives of the University will be present at the February 6, 2013 meeting so that any questions members of the Building Board may have can be addressed.

Thanks for your continued support.

Sincerely,


Michael G. Perez
Associate Vice President

c: Ken Nye, University of Utah
Kurt Baxter, DFCM

Attachment: DFCM Capital Improvement Reallocation Form

Associate Vice President Facilities Management
1795 East South Campus Dr Rm 222
V. Randall Turpin University Services Building
Salt Lake City, Utah 84112-9404
801-581-6510
Fax 801-581-6081

DFCM Capital Improvement Reallocation Request

Date: 1/18/2013
Agency: University of Utah
Requestor: Ken Nye

Allocated From

Project Name: Social and Behavioral Science Elevator Replacement
Project No.: 12253750
DFCM PM: Delegated
Completion Date: Partially designed
Project Savings: \$ 930,000

Explanation for not Proceeding with Approved Project:

The University requests that \$930,000 of the \$1,001,000 funded for this project in FY13 be redirected to the Bldg 533 EIHG Heating Water Pipe Replacement project due to the emergency failure explained below. The elevator replacement project is currently in design. This amount represents the project funding other than design. The University also requests that the restoration of the \$930,000 for the elevator replacement be added to its FY14 capital improvement funding request. The project will then proceed as originally authorized except that the construction and contingency funding will come from FY14 funds instead of FY13. Note that the \$930,000 includes \$75,151 originally budgeted for contingency which has been transferred to the contingency fund. As a result, the net amount to be transferred from the elevator replacement project is \$854,849. The \$75,151 in the contingency fund would then be considered to have come from the Bldg. 533 Heating Water Pipe Replacement project instead of the elevator replacement project.

Allocated To

Project Name: Bldg. 533 EIHG Heating Water Pipe Replacement
*Project No.:
ISES No.:
Amount: \$ 930,000

Description of Work/Justification:

Over the last few months, failures of the heating water pipe in Building 533, Eccles Institute for Human Genetics, increased dramatically with catastrophic failures occurring in December. The University instituted a project to replace the risers plus the distribution pipes on the most problematic floor using emergency funds. It has now become apparent that all of the heating water pipe must be replaced as soon as possible due to ongoing failures resulting in leaks that cause expensive damage to equipment and substantially disrupt University operations. With this reallocation of funds, replacement of the rest of the pipe will be bid in February and work will begin immediately in order to minimize additional damage.

*If applicable



Gary R. Herbert
Governor

Utah State Building Board

4110 State Office Building
Salt Lake City, Utah 84114
Phone (801) 538-3018
Fax (801) 538-3267

MEMORANDUM

To: Utah State Building Board
From: David G. Buxton
Date: February 6, 2013
Subject: **Administrative Reports for University of Utah and Utah State University**
Presenter: Ken Nye, University of Utah
Presenter: Ben Berrett, Utah State University

Attached for your review and approval are the Administrative Reports for University of Utah and Utah State University.

DGB: cn

Attachments



Office of the Vice President
For Administrative Services

January 18, 2013

Mr. Gregg Buxton, Director
Division of Facilities Construction and Management
State Office Building Room 4110
Salt Lake City, UT 84114

Subject: U of U Administrative Reports for February 2013 Building Board Meeting.

Dear Gregg:

The following is a summary of the administrative reports for the U of U for the period November 15, 2012 – January 18, 2013. Please include this in the packet for the February 6, 2013 Building Board meeting.

Professional Services Agreements (Page 1)

The Professional Services Agreements awarded during this period consist of:
8 Design Agreements, 7 Planning/ Study/Other Agreements.

No significant items.

Construction Contracts (Page 2)

The Construction Contracts awarded during this period consist of:
0 New Space Contracts, 19 Remodeling Contracts, 5 Site Improvement Contracts.

No significant items.

Report of Project Reserve Fund Activity (Page 3)

Increases:

This increase represents the residual funds in the Park Building Elevator Replacement project.

Decreases:

None

Report of Contingency Reserve Fund (Page 4)

Increases:

None

Decreases:

Project 21225, Fletcher Physics Bldg – Replace Heating Water Pipes

This transfer of \$52,012 covers the cost of omissions and unforeseen conditions. The two largest items are: (1) a design omission wherein the bidding documents did not require a number of expansion joints

Associate Vice President Facilities Management

1795 East South Campus Dr, Room 219
V. Randall Turpin University Services Building
Salt Lake City, UT 84112-9404
(801) 581-6510
FAX (801) 581-6081

Gregg Buxton, Director
January 18, 2013
Page 2

that are required in the heating water pipe and (2) an unforeseen condition wherein 13 supply boxes were discovered during construction to not have functioning dampers and controls.

Project 21032, Replace HVAC Controls in Buildings

This transfer of \$15,788.25 corrected an unforeseen condition discovered during testing of the updated controls. Incorrect connections between the HVAC controls and smoke exhaust controls did not allow the existing smoke exhaust system to function properly.

Project 21194, Student Services Building Exterior Repairs

This transfer of \$8,175 covers the cost of delaminated concrete that exceeded the quantity required in the bidding documents. The extent of delamination in some areas could not be verified until demolition occurred.

Representatives from the University of Utah will attend the Building Board meeting to address any questions the Board may have.

Sincerely,



Kenneth E. Nye, Director
Facilities Management Business Services

Enclosures

cc: University of Utah Trustees
Mike Perez
Gregory L. Stauffer



Professional Services Agreements

Awarded From November 15, 2012 - January 18, 2013

Item Number	Project Number	Project Name	Firm Name	Project Budget	Contract Amount
Design					
1	21396	OSH REMODEL ROOMS 199N, 199R, & 199S	NJRA ARCHITECTS	\$ 143,106.00	\$ 7,500.00
2	21224	HIGH TEMP WATER GENERATOR REPLACEMENT	RMH GROUP	\$ 1,689,295.00	\$ 276,039.00
3	21256	SMBB NANOFAB TOOL INSTALL	DOUGLAS BOHNER	\$ 48,750.00	\$ 48,750.00
4	21334	NEW COMMUTER SERVICES MAINTENANCE YARD	ENSIGN	\$ 40,000.00	\$ 14,000.00
5	21358	WILLIAMS BLDG AH5 & AH6 UPGRADE	DLJ MECH ENG	\$ 308,256.00	\$ 23,360.00
6	21362	ENVIRO HEALTH & SAFETY HVAC UPGRADE	DLJ MECH ENG	\$ 305,755.00	\$ 21,100.00
7	21418	ELECTRIC VEHICLE CHARGING STATIONS	ENVISION ENG	\$ 8,000.00	\$ 8,000.00
Planning/Study/ Other					
8	21294	UNIV OF UTAH PARKING GARAGE LOCATION STUDY	EDWARDS AND DANIELS ARCH	\$ 102,960.00	\$ 97,300.00
9	21062	LASSANDE LIVING LEARNING COMPLEX	BRAILSFORD AND DUNLAVEY	\$ 11,532.00	\$ 11,532.00
10	21310	ZEBRAFISH CORE RESEARCH FACILITY	FFKR ARCHITECTS	\$ 379,754.00	\$ 11,999.00
11	21324	VIVARIUM SYSTEM EVALUATION AND MASTER PLAN	HDR ARCH	\$ 200,270.00	\$ 191,870.00
12	21368	RADIOBIOLOGY LAB HVAC UPGRADE FY14	COLVIN ENG ASSOC	\$ 30,000.00	\$ 30,000.00
13	21369	SBS FACILITY ASSESSMENT	AJC ARCH	\$ 50,000.00	\$ 47,690.00
14	21405	HCI PHASE III FEASIBILITY STUDY	ARCHITECTURAL NEXUS	\$ 83,500.00	\$ 83,500.00
15	21388	LASSONDE LIVING AND LEARNING CENTER	JACOBY ARCH	\$ 54,200.00	\$ 54,200.00

**Construction Contracts**

Awarded From November 15, 2012 - January 18, 2013

Item Number	Project Number	Project Name	Firm Name	Design Firm	Project Budget	Contract Amount
Construction - New Space						
Construction - Remodeling						
1	21203	COMPARATIVE MEDICINE CNTR - ELECTRICAL UPGRADE	ARCHER CONSTRUCTION INC		\$ 221,115.00	\$ 131,031.00
2	21256	USTAR SMBB NANOFAB TOOL INSTALL	ALTERNATIVE MECHANICAL CONTRACTORS		\$ 250,462.00	\$ 23,360.00
3	21347	STUDENT SERVICES BLDG RM 105 HVAC UPGRADE	ROCKY MOUNTAIN MECH		\$ 55,343.00	\$ 25,400.00
4	21337	STUDENT SERVICES BLDG TESTING CENTER HVAC UPGRADE	KOH MECH		\$ 45,028.00	\$ 36,206.00
5	21259	RED BUTTE GARDEN ORANGERIE-COTTAM VISITOR CENTER CONNECTOR RENOVATION	GRAMOLL CONSTRUCTION		\$ 687,686.00	\$ 595,300.00
6	21285	WILLIAMS BLDG GOLDMAN SACHS LIGHTING UPGRADE	STF ELECTRIC		\$ 113,356.00	\$ 91,675.00
7	21305	ALINE WILMOT SKAGGS BIOLOGY RESEARCH BLDG 404 REMODEL	CRC CONSTRUCTION		\$ 203,297.00	\$ 158,080.00
8	21344	HUNTSMAN CENTER BAND SEATING	JAY V HATCH		\$ 35,000.00	\$ 15,814.44
9	21346	DUMKE HEALTH PROF EDU BLDG - GROSS ANATOMY LAB HVAC	CMSS		\$ 176,011.00	\$ 134,823.00
10	21356	ECCLES BROADCAST CNTR KUER ADMIN AREA REMODEL	AVALON CONSTRUCTION		\$ 72,769.00	\$ 59,129.00
11	21373	CHILDRENS CENTER FURNACE REPLACEMENT	CMSS		\$ 35,354.00	\$ 17,900.00
12	21390	WBB RENEWABLE ENERGY LAB 213	PACIFIC WEST		\$ 53,864.00	\$ 33,600.00
13	21391	HPER NUTRITION KITCHEN LAB	ATLAS GRANITE		\$ 96,682.00	\$ 20,442.50
14	21160	HEB NE TOWER FUME HOOD ABATEMENT	ROCMONT IND CORP		\$ 2,067,988.00	\$ 18,200.00
15	21391	HPER NUTRITION KITCHEN LAB	PRECISION MILL & FIXTURE		\$ 96,682.00	\$ 12,488.00
16	21385	UUHC SUGARHOUSE CLINIC REMODEL	SLIDER CONSTRUCTION		\$ 125,000.00	\$ 89,957.00
17	21360	REDWOOD CLINIC MORAN EYE CENTER REMODEL	RIDGELINE PAINTING		\$ 125,903.00	\$ 12,875.00
18	21360	REDWOOD CLINIC - MORAN EYE CENTER REMODEL	CAPITAL ELECTRIC		\$ 125,903.00	\$ 19,741.00
19	21314	ASB HALLWAY ENCLOSURE	AVALON CONSTRUCTION		\$ 31,484.00	\$ 21,326.00
Construction - Site Improvement						
20	21352	HPER MALL ADA RAMP IMPROVEMENTS	PUTNAM DESIGN AND CO		\$ 124,265.00	\$ 24,008.00
21	21331	COMMUNICATION DUCTBANK	AMERICOM TECH		\$ 98,570.00	\$ 62,075.00
22	21143	HTW ZONE 2	LEGACY LANDSCAPE		\$ 3,973,870.71	\$ 21,049.00
23	21165	PRESIDENTS CIRCLE IRRIGATION RENOVATION	TURF SPRINKLER		\$ 269,494.00	\$ 22,377.00
24	21403	SIDEWALK AND BUS STOP NE CORNER WAKARA AND FOOTHILL	ALLEN IND		\$ 25,976.00	\$ 19,951.00



University Of Utah
Report Of Project Reserve Fund Activity
For the Period of November 15, 2012 to January 18, 2013

PROJECT NUMBER	PROJECT TITLE	TRANSFER AMOUNT	DESCRIPTION FOR CONTINGENCY TRANSFER	% OF CONSTR. BUDGET
	BEGINNING BALANCE	668,404.13		
21170	Park Bldg Elevator Replacement	6,409.09	Project complete. Transferred remaining balance to Project Reserve.	2.63%
	DECREASES TO PROJECT RESERVE FUND:			
	CURRENT BALANCE OF PROJECT RESERVE:	674,813.22		



University Of Utah
Report Of Contingency Reserve Fund Activity
For the Period of November 15, 2012 to January 18, 2013

PROJ. NO.	DESCRIPTION	CURRENT TRANSFERS	TOTAL TRANSFERS FROM CONTINGENCY	% OF CONSTR. BUDGET	PROJECT STATUS
	BEGINNING BALANCE	1,645,081.59			
	INCREASES TO CONTINGENCY RESERVE FUND				
	DECREASES TO CONTINGENCY RESERVE FUND				
	NEW CONSTRUCTION				
	REMODELING				
21225	Fletcher Physics Bldg - Replace Heating Water Pipes	(52,012.00)	(56,508.50)	5.36%	Construction
21032	Replace HVAC Controls in Buildings	(15,788.25)	(15,788.25)	1.87%	Construction
21194	Student Services Building Exterior Repairs	(8,175.00)	(8,175.00)	1.64%	Construction
	ENDING BALANCE	1,569,106.34			

21 January 2013

D. Gregg Buxton, Director
Division of Facilities Construction
and Management
State Office Building Room 4110
PO Box 141160
Salt Lake City, UT 84114-1284

Dear Gregg:

SUBJECT: USU Administrative Reports for the February 2013 Building Board Meeting

The following is a summary of the administrative reports for USU for the period 11/16/12 to 01/21/13.

Professional Contracts, 7 contracts issued (Page 1)

Comments are provided on the report.

Construction Contracts, 8 contracts issued (Pages 2)

Comments are provided on the report.

Report of Contingency Reserve Fund (Page 3)

Two projects needed funds from the contingency fund for this reporting period. The contingency fund is in good order. Comments are provided on the report.

Report of Project Reserve Fund Activity (Page 4)

There was no activity in the Project Reserve fund for this reporting period.

Current Delegated Projects List (Pages 5-6)

Of USU's 56 projects, 4 are complete, 11 are substantially complete, 26 are in construction, 9 are in the design/study phase, and 6 are pending. The completed projects for this reporting period are Campus Wide Bike Racks FY12, Sign System FY12, Steam Line Insulation FY12 and Concrete Replacement FY12.

Representatives from Utah State University will attend the Building Board meeting to address any questions the Board may have.

Sincerely,



David T. Cowley
Vice President for
Business and Finance

DTC/bg
c: Gregory L. Stauffer



Professional Contracts Awarded From 11/16/12 to 01/21/13

Contract Name	Firm Name	A/E Budget	Fee Amount	Comments
1 USUE CEIC Building Remodel	Ken Garner Engineering	\$29,700.00	\$29,700.00	Electrical engineering services
2 Fine Arts Precast Concrete Panel Replacement	Sine Source	\$40,496.00	\$772.50	Electrical design services
MISCELLANEOUS CONTRACTS				
3 BEERC Classroom Addition/ Office Remodel	Ivie Code Group	\$75,900.00	\$42,120.00	Inspections
4 USUE San Juan Residence Hall	Ivie Code Group	\$181,440.00	\$35,500.00	Inspections
5 Roosevelt Education Ctr Building Leaks Mitigation	Brixen & Christopher Architects	\$21,610.00	\$5,000.00	Envelope Study
6 Planning & Design Fund FY13	Van Boerum & Frank Associates	\$100,000.00	\$3,125.00	CEP Turbine Chiller study
7 Roosevelt Education Ctr Building Leaks Mitigation	Innovative Building Envelope Consultants	\$21,610.00	\$617.00	Leak/moisture investigation

Construction Contracts Awarded From 11/16/12 to 01/21/13

Project	Firm Name	Design Firm	Const Budget	Contract Amt	Comments
1 BEERC Classroom Addition/ Office Remodel	Gramoll Construction	CRSA	\$1,009,674.00	\$1,009,674.00	add'l classroom/offices-2nd floor
2 Classroom Auditorium Upgrade FY13	USU Facilities Operations	USU Facilities Planning and Design	\$271,493.00	\$30,484.00	Industrial Science 101A remodel
MISCELLANEOUS CONTRACTS					
3 Concrete Replacement FY13	Spindler Construction		\$241,667.00	\$8,929.12	Sidewalk replacement
4 VoIP Communication Closet Upgrade	IES Commercial		\$1,241,821.00	\$8,728.00	installation of cords/cables to connect network PDU's on campus
5 Health/LS/Code/Asbestos FY13	Eagle Environmental		\$136,364.00	\$1,977.00	Asbestos abatement at Vet Science
6 Health/LS/Code/Asbestos FY13	Eagle Environmental		\$136,364.00	\$1,000.00	Asbestos abatement Fine Arts 2nd floor
7 VoIP Communication Closet Upgrade	IES Commercial		\$1,241,821.00	\$824.96	pulled/terminated cable in data center
8 Fine Arts Precast Concrete Panel Replacement	Spindler Construction		\$289,256.00	\$712.00	re-install and finish handrail

**Report of Contingency Reserve Fund
From 11/16/12 to 01/21/13**

Project Title	Current Transfers	Total Transfers To (From) Contingency	% to Construction Budget	Project Status	% Completed (Paid)
BEGINNING BALANCE	\$400,070.47				
INCREASES TO CONTINGENCY RESERVE FUND None					
DECREASES FROM CONTINGENCY RESERVE FUND					
Fine Arts Precast Concrete Panel Replacement additional roof membrane	(5,026.08)	(36,018.58)	5.36%	Construction	100.00%
Old Main Masonry Restoration repair mortar	(7,753.00)	(20,630.00)	8.83%	Construction	79.42%
ENDING BALANCE	\$387,291.39				

**Report of Project Reserve Fund Activity
From 11/16/12 to 01/21/13**

Project Title	Transfer Amount	Description	% of Construction Budget
BEGINNING BALANCE INCREASES TO PROJECT RESERVE FUND None DECREASES TO PROJECT RESERVE FUND None	\$587,074.77		
ENDING BALANCE	\$587,074.77		

Current Delegated Projects List

01/21/13

Project Number	Project Name	Phase	Project Budget
CAPITAL DEVELOPMENT/IMPROVEMENT			
A22907	Planning and Design Fund FY11	Design/Study	75,000
A22909	Classroom Upgrades FY11	Substantial Completion	407,151
A22911	Sign System FY11	Substantial Completion	54,490
A23857	Spectrum Volleyball Locker Room Remodel	Design only	10,000
A24159	Chilled Water Thermal Storage	Construction	2,568,183
A24756	Sant Engineering Clean Room Remodel	Substantial Completion	523,500
A24855	Planning and Design Fund FY12	Design/Study	124,802
A24856	Health/Life Safety/Code/Asbestos FY12	Substantial Completion	143,363
A24857	Classroom/Auditorium Upgrades FY12	Construction	389,659
A24858	Building Commissioning FY12	Commissioning	190,991
A24859	Miscellaneous Critical Improvements FY12	Construction	273,313
A24860	BNR Fire Protection Phase II	Construction	586,811
A24862	NFS HVAC Design	Construction	195,532
A24863	Campus Wide Bike Racks FY12	Complete	71,277
A24865	Sign System FY12	Complete	58,462
A24867	Steam Line Insulation FY12	Complete	98,597
A24869	Concrete Replacement FY12	Complete	242,593
A24870	1200 East (Aggie Village) Landscape	Construction	97,583
A24871	Paving (Student Living Center Parking Lot)	Substantial Completion	396,620
A24936	Vet Science Animal Cadaver Lab Remodel	Construction	400,000
A25415	Animal Science Refreshment	Substantial Completion	748,024
A25416	HPER Field Turf Upgrade	Construction	2,999,309
A25442	Experimental Stream Facility	Design	200,000
A25891	USU VoIP Comm Closet Upgrade	Construction	3,302,931
A26109	Skaggs Lab Remodel	Substantial Completion	549,025
A26677	Access Controls FY13	Construction	147,059
A26681	Medium Voltage Upgrades FY13	Construction	243,243
A26741	Morgan Hall Renovation	Substantial Completion	924,182
A26808	Stadium Pavement Replacement	Substantial Completion	158,005
A27065	Bldg 620 STE 227 remodel-Thompson	Substantial Completion	212,874

A27144	Building Commissioning FY13	Pending	190,991
A27145	Bus. Bldg Steam/Water Connect	Pending	500,000
A27146	Campus Controls Upgrade FY13	Pending	245,098
A27147	Campus-wide Bike Racks FY13	Construction	49,074
A27148	Classroom Auditorium Upg FY13	Construction	294,570
A27149	Concrete Replacement FY13	Construction	276,160
A27150	Emergency Generator FY13	Pending	245,495
A27151	Fine Arts Precast Concrete Panel Replace	Construction	398,898
A27152	FAV Cooling	Design	1,147,368
A27153	Health/LS/Code/Asbestos FY13	Construction	147,273
A27154	HPER Landscape and Irrigation	Construction	364,309
A27155	Miscellaneous Critical Improvements FY13	Construction	245,370
A27156	Old Main Masonry Restoration	Construction	375,151
A27157	Planning & Design Fund FY13	Pending	100,000
A27158	Sign System FY13	Construction	49,074
A27277	BEERC Classroom Addition/Office Remodel	Construction	1,287,513
A27311	Bldg 620 STE-Zane Lab Remodel	Substantial Completion	318,850
A27993	Roosevelt Education Ctr Building Leaks Mitigation (NEW PROJECT)	Design	208,230
A28061	Roosevelt Building 132A Fire Alarm Upgrade (NEW PROJECT)	Pending	184,300
C11292	Price BDAC Fire/Irrigation Sys	Construction	665,400
C11293	Price SAC Building Study	Construction	14,620
C11294	USUE Central Instructional Building	Design	75,000
C11295	USUE San Juan Residence Hall	Construction	3,283,240
C11301	USUE Workforce Education Remodel	Design	391,780
C11310	USUE Library Building Upgrade	Design	765,789
C11314	USUE CEIC Building Remodel	Construction	759,460

TOTAL (56)

\$28,975,592



Gary R. Herbert
Governor

Utah State Building Board

4110 State Office Building
Salt Lake City, Utah 84114
Phone (801) 538-3018
Fax (801) 538-3267

MEMORANDUM

To: Utah State Building Board
From: David G. Buxton
Date: February 6, 2013
Subject: **Administrative Reports for DFCM**
Presenter: Kurt Baxter, DFCM

The following is a summary of the administrative reports for DFCM.

Lease Report (Pages 1 - 2)
No significant items

Architect/Engineering Agreements Awarded, 50 Agreements Issued (Pages 3 - 6)
These two contracting reports are new, having been developed over the last few months for the new AiM CPPM project management database. This data is for the period of October 1 thru current. The budgets on the reports are the total project budget, not the budget for the design or construction element, so more work is needed on the reports to correct this. However we thought it was better to get contract award information out to the Board. Any actual budget issues are noted below for each report.

No significant items

Construction Contracts Awarded, 85 Contracts Issued (Pages 7 - 13)

Item #24, State Hospital Building Consolidation
Project Reserve funds were used to award this construction contract

Item #47, State Hospital Rampton Bldg #1 and Cafeteria Reroof
This project was combined into one and additional improvement funds aren't reflected in the budget figure on the report.

Item #51, Utah Navajo UNRHF Montezuma Creek Clinic Reroof
Additional Utah Navajo Royalties Holding Funds were used to award this contract

Item #81, WSU Stromberg Athletic Complex
Additional WSU funds used to award this contract

Item #82, WSU/Weber County Ice Sheet Expansion
Additional WSU and Weber County funds were used to award this contract

Report of Contingency Reserve Fund (Pages 14 - 17)

Increases

FY'13 Budgeted Contingency from various improvement and development projects

Report of Contingency Reserve Fund Continued (Pages 14 - 17)

Decreases, New Construction

SLCC SCC Center for New Media Building

This transfer of \$319,500 covers the State's share of construction change orders #56, #62 – 65.
See attached pages #18 - 22 for details.

SLCC New Instructional and Admin. Building

This transfer of \$81,777 covers construction change orders #3 and #4. See attached pages #23 - 25 for details.

Decreases, Remodeling

SUU Stairs Replacement Between Music and ELC Buildings

This transfer of \$67,206 covers the State's share of construction change order #1. See page #26 for details.

Spanish Fork Armory Lead-Dust Remediation

This transfer of \$65,340 covers construction change orders #1 - #3, and misc. construction costs.
See pages #27 - 31 for details.

Freeport Center Warehouses DATC D-5 Warehouse Remodel

This transfer of \$61,720 covers construction change orders #3 and #4. See pages #32 - 33 for details.

Report of Project Reserve Fund Activity (Page 34)

Increases

The increases reflect savings on projects that were transferred to Project Reserve per statute.

Decreases

The decrease of \$226,302 is to award the Spanish Fork Armory Reroof portion of that overall project. Part of the award was also covered from unallocated roofing funds as well. The other decreases are to award construction contracts over budget.

DGB:DDW:ccn

Attachments



Division of Facilities Construction and Management
 4110 State Office Building, Salt Lake City, UT 84114
 Telephone (801) 538-3018 FAX (801) 538-3267

LEASE REPORT

From 11/13/2012 to 1/17/2013

No	Agency/Location	Services	Space Type	Lease Term	Square Feet		Cost/Sq. Ft.		Comment
					Old	New	Old	New	

AMENDMENTS

1.	Alcoholic Beverage Control, Store Salt Lake City	Net	Parking	5 Yrs.	2,400	2,400	\$ 2.20	\$ 2.20	Renewal, no change in rent.
2.	Attorney General Child Protection Provo	Full	Office	3 Yrs.	3,958	3,958	\$14.50	\$16.00	Renewal at market.
3.	Commerce Salt Lake City	Not Relevant	Parking	3 Yrs.	8,000	8,000	\$50.00/Stall		Renewal, no change in rent.
4.	Corrections, Adult Probation & Parole Monticello	Full	Office	3 Yrs.	196	196	\$ 8.50	\$ 8.50	Renewal, no change in rent.
5.	Corrections, Adult Probation & Parole Park City	Full	Office	1 Yr.	200	200	\$20.00	\$20.60	Renewal at market.
6.	Education, Rehabilitation Cedar City	Full	Office	5 Yrs.	3,006	3,006	\$20.66	\$18.50	Renewal, reduction in rent.
7.	Human Services, ORS Salt Lake City	Full	Office	5 Yrs.	97,236	71,944	\$21.54	\$19.00	Renewal, reduction in rent and square footage for program reduction.



Division of Facilities Construction and Management
 4110 State Office Building, Salt Lake City, UT 84114
 Telephone (801) 538-3018 FAX (801) 538-3267

LEASE REPORT

From 11/13/2012 to 1/17/2013

No	Agency/Location	Services	Space Type	Lease Term	Square Feet		Cost/Sq. Ft.		Comment
					Old	New	Old	New	
8.	Public Safety Highway Patrol Brigham City	Full	Office	2 Yrs.	3,438	3,438	\$ 3.40	\$ 3.50	Renewal at market.
9.	Public Safety Highway Patrol Monticello	Full	Office	3 Yrs.	300	300	\$ 8.50	\$ 8.50	Renewal, no change in rent.
10.	Workforce Services Beaver	Full	Office	5 Yrs.	1,608	1,608	\$16.16	\$16.16	Renewal, no change in rent.
11.	Workforce Services Kanab	Full	Office	5 Yrs.	1,850	1,850	\$19.02	\$19.02	Renewal, no change in rent.
12.	Workforce Services Nephi	Full	Office	5 Yrs.	3,150	3,150	\$18.10	\$18.28	Renewal at market.
13.	Workforce Services Panguitch	Full	Office	5 Yrs.	2,169	2,169	\$19.00	\$19.00	Renewal, no change in rent.

State of Utah

Division of Facilities and Construction
Management

Professional Contracts Awarded

Contract Type = P; Award Date >= 10-01-2012; and less than 1-17-2013

#	Agency	Contract Name	Firm	Type	Budget	Award
Design						JAIM
1		Antelope Island State Park Paving Improvements	King Engineering Inc	Design	\$185,000	\$8,840
2		Antelope Island Storage Building Reroof	Bott Pantone Architects	Design	\$30,000	\$3,250
3		Brigham City Courts Facility Clerical Area Remodel	Scott P Evans Architect&assoc	Design	\$75,000	\$6,105
4		Brigham City Regional Ctr. Paving Improvements	Hansen And Associates Inc	Design	\$200,000	\$8,250
5		Camp Williams 3 Ph Power Upgrade For Live Fire Sho	Sunrise Engineering Inc	Design	\$120,000	\$7,200
6		Camp Williams 6000 Series Parking And Drainage	Ensign Engineering & Lands Surveying Inc	Design	\$400,000	\$27,329
7		Camp Williams Data Center Pre Design	Cooper Roberts Simonsen Architects	Design	\$250,000	\$20,944
8		Camp Williams Oak Springs Road Upgrade	Horrocks Engineers	Design	\$435,000	\$35,200
9		Camp Williams Rose Canyon Road Upgrade	Horrocks Engineers	Design	\$480,000	\$28,500
10		Camp Williams Welby Canal Enclosure	Forsgren Associates	Design	\$830,000	\$27,000
11		Datc Compressor Room Remodel	Scott P Evans Architect&assoc	Design	\$282,000	\$8,250
12		Department Of Alcoholic Beverage Control four Sou	Frank N Murdock Jr Arch & Assoc	Design	\$586,000	\$15,614
13		Department Of Corrections administration Building	Hart Fisher Smith & Associates	Design	\$184,889	\$12,480
14		Department Of Corrections administration Building	Bna Consulting Inc	Design	\$50,000	\$8,490
15		Department Of Corrections parole Violations Cente	Western Technologies Inc	Insp Observ Ser	\$10,800,000	\$23,100
16		Department Of Health	R&r Environmental	Haz Mat Consult	\$250,000	\$8,935



State of Utah

Division of Facilities and Construction Management

Professional Contracts Awarded

Contract Type = P; Award Date >= 10-01-2012; and less than 1-17-2013

#	Agency	Contract Name	Firm	Type	Budget	Award
Design						
		frazier Lab Building hazar				
17	Division Of Facilities Construction And Management		R&r Environmental	Haz Mat Consult	\$250,000	\$5,260
18	Division Of Facilities Construction And Management		Chameleon Consulting Corp	Unclass Consult	\$0	\$12,500
19	Division Of Wildlife Resources	hatchery Recircula	Jub Engineers Inc	Design	\$25,000	\$33,695
20	Dixie State College	esco Project Audit And Campus	Heery International Inc	Commissioning	\$55,000	\$54,980
21	Dixie State College	val A Browning Library 3rd P	R&r Environmental	Haz Mat Consult	\$250,000	\$12,353
22	Djjs Weber Valley Detention Center Reroof		Bott Pantone Architects	Design	\$165,000	\$13,700
23	Doc Draper Prison Paving Improvements Phase li		King Engineering Inc	Design	\$265,000	\$5,830
24	Dpr-wasatch Mtn. State Park Waterline Installation		Horrocks Engineers	Design	\$250,000	\$18,357
25	Dws 1385 South Remodel		Njra Archtiects	Design	\$100,000	\$6,600
26	Gate A Fire Road And Fire Hydrant Doc		Nolte Associates	Design	\$157,716	\$12,470
27	Mi Supply Room Mezzanine Draper Complex		Urban Legend Studios	Design	\$185,000	\$9,519
28	Northen Utah Fire Cache Building		Scott P Evans Architect&assoc	Design	\$40,000	\$30,251
29	Owatc College Services Reroof		Bott Pantone Architects	Design	\$81,000	\$6,450
30	Public Safety Cal Rampton Latent Prints/serology H		Whw Engineering Inc	Design	\$110,000	\$7,000



State of Utah

Division of Facilities and Construction Management

Professional Contracts Awarded

Contract Type = P; Award Date >= 10-01-2012; and less than 1-17-2013

#	Agency	Contract Name	Firm	Type	Budget	Award
Design						
31		Salt Lake Community College redwood Road Campus	Tracy Stocking & Associates	Design	\$358,000	\$22,170
32		Sbeep Energy Efficiency Fund ogden/weber Atc Buil	Eaton Energy Solutions Inc	Unclass Consult	\$983,213	\$17,000
33		Suu- Valley Farm Arena Cover	Archiplex Group Llc	Design	\$350,000	\$9,943
34		The Lac Building On The Rrc Campus Of Slcc Has Sev	Onwuegbu Architecture	Design	\$175,000	\$6,975
35		Udot Rampton Complex Paving Improvements Phase Ii	Mcneil Group	Design	\$547,793	\$18,000
36		University Of Utah eccles School Of Business - Ph	Architectural Testing	Insp Observ Ser	\$68,048,763	\$34,420
37		Ush Paving Improvements Phase Ii	King Engineering Inc	Design	\$270,000	\$18,155
38		Utah National Guard vernal Armory parking Lot Re	Johansen & Tuttle Engineering	Design	\$100,000	\$9,900
39		Utah State Developmental Center boiler Plant de	Tracy Stocking & Associates	Design	\$2,625,000	\$13,995
40		Utah State Developmental Center heather Building	R&r Environmental	Haz Mat Consult	\$250,000	\$8,805
41		Uvu Soccer Field Bleacher Improvements	Archiplex Group Llc	Design	\$339,965	\$22,835
42		Va Nursing Home Remodel	Frank N Murdock Jr Arch & Assoc	Design	\$966,084	\$55,000



State of Utah

Division of Facilities and Construction Management

Professional Contracts Awarded

Contract Type = P; Award Date >= 10-01-2012; and less than 1-17-2013

#	Agency	Contract Name	Firm	Type	Budget	Award
Design						
43		Various Energy Efficiency Engineering Services st	Nexant Inc	Unclass Consult	\$983,213	\$20,000
44		Weber State University stromberg Athletic Complex	Poulsen Construction Mgt Inc	Unclass Consult	\$8,763,044	\$16,960
45		Weber State University stromberg Athletic Complex	Construction Control Corp	Unclass Consult	\$8,763,044	\$13,680
46		West Jordan Aasf Storm Drain Improvements	Nolte Associates, Inc	Design	\$175,000	\$12,877
47		West Jordan Armory Kitchen Remodel	Eft Architects Inc	Design	\$350,000	\$19,425
48		West Jordan Armory Parking Expansion	Nolte Associates, Inc	Design	\$410,000	\$36,191
49		West Jordan Fms Locker Room Remodel	Eft Architects Inc	Design	\$600,000	\$37,730
50		West Valley 3rd District Juvenile Probation Center	Scott P Evans Architect&assoc	Design	\$239,000	\$13,000



State of Utah

Division of Facilities and Construction Management

Contract Type = C; Award Date >= 10-01-2012; and less than 1-17-2013

Construction Contracts Awarded

#	Agency	Contract Name	Firm	Type	Budget	Award
Construction						
1		Air National Guard Hangar Remodal And Seismic Upgr	Chad Husband Construction Inc	Const Remodel	\$1,000,000	\$2,424,435
2		Ap&p Kitchen Equipment	Restaurant Specialists	Const Remodel	\$148,500	\$30,627
3		Beaver Armory West Compound Parking Improvements	Riley Construction Inc	Paving	\$340,000	\$223,237
4		Camp Williams Bldg 3030 Server Room Mechanical Upg	Sr Mechanical	Const Remodel	\$165,000	\$160,550
5		Camp Williams Bldg 5160 Mechanical Upgrade	Tod R Packer Heating & Air Conditioning	Const Remodel	\$245,000	\$69,823
6		Camp Williams Bldg 6150 Remodel	Utah Correctional Industries	Const Remodel	\$165,000	\$349,815
7		Camp Williams Boundary Fence	Vinyl Industries	Const Remodel	\$15,000	\$421,410
8		Camp Williams Fire Suppression Water Tank	Utah Correctional Industries	Const Remodel	\$395,000	\$180,000
9		Camp Williams Live Fire Shoot House	Utah Correctional Industries	Const Remodel	\$600,000	\$550,000
10		Camp Williams Pt Facility	Wade Payne Construction Inc	Const Remodel	\$820,000	\$720,197
11		Camp Williams Tickville Gulch Gas Line	Utah Correctional Industries	Const Remodel	\$600,000	\$163,000
12		Camp Williams Wind Turbine Connection	Probst Electric Inc	Const Remodel	\$650,000	\$585,853
13		Capitol Preservation Board state Capitol Building	Jacobsen Construction	Const Remodel	\$161,136	\$36,000
14		Capitol Trane Compressor Replacement And Chiller R	Trane Services	Const Remodel	\$0	\$94,982
15		Combat In Cities Range Camp Williams	Csm Construction Inc	Const Remodel	\$650,000	\$625,519
16		Courts, Provo District Mcc Panel Replace And Refre	Patriot Construction	Const Remodel	\$388,000	\$177,509
17		Dabc Counter Replacement Multiple Stores	Bedrock Quartz	Const Remodel	\$38,000	\$23,091
18		Dabc Store #32 St George, Replace Hvac And Struct	Carter Enterprises	Const Remodel	\$85,000	\$66,930



State of Utah

Division of Facilities and Construction Management

Construction Contracts Awarded

Contract Type = C; Award Date >= 10-01-2012; and less than 1-17-2013

#	Agency	Contract Name	Firm	Type	Budget	Award
Construction						JAM
19		Datc Ada Improvements Curb Sandblasting And Paint	Johnny's Mobile Blasting	Const Remodel	\$69,238	\$10,828
20		Datc Electrical System Upgrade Phase 3	True Power	Const Remodel	\$282,000	\$24,602
21		Department Of Alcoholic Beverage Control cedar Ci	Carter Enterprises	Const Remodel	\$586,000	\$39,900
22		Department Of Corrections administration Building	Pentalon Construction Inc.	Const Remodel	\$184,889	\$110,005
23		Department Of Health cannon Health Building secu	Wasatch Controls (harris Acquisition Iii Llc Dba)	Const Remodel	\$320,000	\$178,925
24		Department Of Human Services utah State Hospital	Layton Construction Company	Const New Space	\$25,000,000	\$20,786,000
25		Department Of Public Safety murray Highway Patrol	Rod Lewis Construction Llc	Const Remodel	\$30,000	\$21,661
26		Department Of Workforce Services dws Metro - Fire	Taylor Electric Inc.	Const Remodel	\$30,000	\$30,500
27		Division Of Juvenile Justice Services decker Lake	Skyline Electric Inc	Const Remodel	\$130,000	\$47,989
28		Division Of Wildlife Resources loa Fish Hatchery	Jackson Excavation Inc.	Const Site Imp	\$300,000	\$18,710
29		Division Of Wildlife Resources springville Fish H	Power Innovations	Design Build	\$130,000	\$109,953



State of Utah

Division of Facilities and Construction Management

Construction Contracts Awarded

Contract Type = C; Award Date >= 10-01-2012; and less than 1-17-2013

#	Agency	Contract Name	Firm	Type	Budget	Award
Construction						
30		Dixie State College val Browning Library abateme	Environmental Abatement Inc	Haz Mat Const	\$1,200,000	\$74,896
31		Doc Warehouse And building 7 Heating	Sr Mechanical	Const Remodel	\$35,453	\$29,138
32		Dws Midvale Restroom And Breakroom Remodel	Brubaker Construction Inc	Const Remodel	\$275,278	\$151,700
33		Dws South Ogden Paving Improvements	Staker & Parson Companies	Paving	\$80,000	\$72,651
34		Fairpark Reroof Of The Existing Building & Replace	Utah Correctional Industries	Roofing	\$150,000	\$59,000
35		Fred House Boiler Replacement	Sr Mechanical	Const Remodel	\$462,446	\$109,503
36		Jltc Bldg 5 Camp Williams	Keller Construction Inc	Const Remodel	\$800,000	\$725,000
37		Lone Peak Fire Warehouse Reroof	Utah Correctional Industries	Roofing	\$37,000	\$32,000
38		Millcreek Youth Fac. Hvac Controls Upgrade	Mechanical Service & Systems I	Const Remodel	\$450,000	\$192,500
39		Mount Pleasant Armory Classroom Remodel	Mw Construction Inc	Const Remodel	\$220,000	\$251,900
40		Natural Resources Admin. Offices West Parking Lot	Staker & Parson Companies	Paving	\$200,000	\$129,820
41		Office Of Education Building rooftop Units Replac	Commercial Mechanical Systems & Service	Const Remodel	\$450,000	\$313,927
42		Ogden Fms Parking Improvements	Staker & Parson Companies	Paving	\$250,000	\$437,462
43		Owate Culinary Arts Program Dock Area Improvements	Patriot Construction	Const Remodel	\$500,000	\$477,110
44		Provide Labor And Materials To Remodel Interior Sp	Brett Woods Construction Inc	Const Remodel	\$0	\$21,500
45		Provide Labor And Parts To Upgrade The Hydro Morri	Thyssenkrupp Elevator	Const Remodel	\$0	\$9,790



State of Utah

Division of Facilities and Construction Management

Construction Contracts Awarded

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#	Agency	Contract Name	Firm	Type	Budget	Award
Construction						
			Corporation			
46		Provo Juvenile Courts Fire Panel Replacement	Building Electronic System Technology	Const Remodel	\$60,000	\$39,000
47		Rampton I & Cafeteria Reroof	North Face Roofing Inc	Roofing	\$280,919	\$787,100
48		Remodel Office Space Including Framing, Drywall, E	Whitaker Custom Woodworking	Const Remodel	\$0	\$26,008
49		Replace The Existing Hot Desks At The Cooling Towe	Tms, Inc.	Const Remodel	\$1,106,949	\$28,000
50		Replace Waterless Urinals To Flush Urinals	Koh Mechanical Contractors Inc	Const Remodel	\$25,000	\$16,000
51		Reroof Of The Clinic / Replace Selected Hvac Roof	Perkes Roofing Inc	Roofing	\$187,000	\$254,060
52		Salt Lake Community College - Redwood Rd Campus c	Sr Mechanical	Const Remodel	\$365,000	\$198,000
53		Salt Lake Community College - South City Campus c	Rocmont Industrial Corp	Haz Mat Const	\$45,672,893	\$35,037
54		Slate Canyon Pavement Improvements	Post Construction Co Inc	Paving	\$125,000	\$99,536
55		Slcc Rrc Lac Tile Replacement	Jdm Tile Consulting Llc	Const Remodel	\$175,000	\$77,300
56		Sob Door Hardware	Architectural Building Supply	Const Remodel	\$0	\$27,452
57		Sob East 5th Floor Remodel	Landmark Companies Inc	Const Remodel	\$175,000	\$253,530
58		Sob Fan Bearings Replacement	Ralph Tye & Sons Inc	Const Remodel	\$0	\$16,132
59		Southern Utah University juniper Hall - Asbestos	Eagle Environmental Inc	Haz Mat Const	\$670,000	\$363,658



State of Utah

Division of Facilities and Construction Management

Construction Contracts Awarded

Contract Type = C; Award Date >= 10-01-2012; and less than 1-17-2013

#	Agency	Contract Name	Firm	Type	Budget	Award
Construction						JAM
60		Spanish Fork Armory Fms Remodel	Broderick & Henderson Construction Lc	Const Remodel	\$513,520	\$376,600
61		State Fairpark Sewer Replacement	Allied Construction And Development	Const Remodel	\$189,920	\$127,853
62		State Office Building Dts Basement Training Room R	Ehp Construction Inc	Const Remodel	\$13,147	\$10,504
63		Suu Hunter Conference Center Fire Sprinkler Upgra	Chaparral Fire Protection Inc	Const Remodel	\$45,000	\$36,500
64		Tax Commission Interior Repaint	Burningham Painting	Const Remodel	\$311,132	\$112,200
65		To Remodel The Front Entry Of The Public Lands	Ehp Construction Inc	Const Remodel	\$40,000	\$58,995
66		Udc Hvac -timpanogos	Khi Mechanical	Const Remodel	\$35,990	\$24,169
67		Udot Rampton Complex Storm Drain Catch Basin Repai	Kevin D. Allen & Associates	Paving	\$444,675	\$12,048
68		Ung-camp Williams Paving Repairs & Maintenance	Staker & Parson Companies	Paving	\$105,000	\$45,400
69		University Of Utah regulated Waste Management Fac	Utah Correctional Industries	Roofing	\$24,000	\$15,500
70		Utah College Of Applied Technology uintah Basin A	Kendrick Bros Roofing Inc	Roofing	\$201,163	\$94,100
71		Utah National Guard spanish Fork Armory - Roofing	Kendrick Bros Roofing Inc	Roofing	\$700,000	\$521,100
72		Utah National Guard - Spanish Fork Armory ceiling	Rocmont Industrial Corp	Haz Mat Const	\$700,000	\$27,804
73		Utah National Guard - Spanish Fork Armory	Rocmont Industrial Corp	Haz Mat Const	\$513,520	\$27,913



State of Utah

Division of Facilities and Construction Management

Construction Contracts Awarded

Contract Type = C; Award Date >= 10-01-2012; and less than 1-17-2013

#	Agency	Contract Name	Firm	Type	Budget	Award
Construction						
		fms Are				
74		Utah National Guard - Spanish Fork Armory fms Are	Rocmont Industrial Corp	Haz Mat Const	\$513,520	\$34,000
75		Utah State Developmental Center administration Bu	Rocmont Industrial Corp	Haz Mat Const	\$350,000	\$14,772
76		Utah State Fairpark fire Alarm System Upgrade - F	Taylor Electric Inc.	Const Remodel	\$101,000	\$46,191
77		Utah State Hospital slate Canyon Springs Redevelo	Absolute Constructors Inc	Const Remodel	\$350,000	\$209,355
78		Utah State University lund Hall - Asbestos Abatem	Eagle Environmental Inc	Haz Mat Const	\$43,089,000	\$84,478
79		Utah Valley University exterior Lighting Improvme	Probst Electric Inc	Const Remodel	\$372,000	\$319,957
80		Uvu Environmental Building Remodel	Bailey Builders Inc	Const Remodel	\$165,000	\$127,472
81		Weber State University stromberg Athletic Complex	Jacobsen Construction	Const New Space	\$8,763,044	\$9,617,000
82		Weber State University / Weber County ice Sheet E	Jacobsen Construction	Const New Space	\$8,611,719	\$9,342,000
83		West Jordan Aasf Fire Alarm Systems Interconnectio	Peerless Electric Llc	Const Remodel	\$55,000	\$27,973
84		West Jordan Aasf South Hangar Roof Replacement	Utah Correctional Industries	Const Remodel	\$300,000	\$250,000



State of Utah

Division of Facilities and Construction
Management

Construction Contracts Awarded

Contract Type = C; Award Date >= 10-01-2012; and less than 1-17-2013

#	Agency	Contract Name	Firm	Type	Budget	Award
Construction						
85		Wsu Dee Event Center Power Factor Correction	True Power	Const Remodel	\$55,000	\$37,274

DFCM

Division of Construction and Management
 4110 State Office Building Salt Lake City, UT 84144
 Telephone (801) 538-3018 Fax (801) 538-3267

Feb-13

REPORT OF CONTINGENCY RESERVE FUND

PROJECT TITLE			GENERAL STATE FUNDS CURRENT TRANSFERS	TRANSPORTATION FUNDS CURRENT TRANSFERS	TOTAL TRANSFERS FROM CONTINGENCY	% TO CONSTR. BUDGET	PROJECT STATUS	% Complete
BEGINNING BALANCE			6,216,987.27	7,415.55				
INCREASES TO CONTINGENCY RESERVE FUND								
FUNDING								
12042	U OF U	Electrical/High Temp Water Utilities Upgrades	1,821,787.68	-	-	0.00%	Pending	2%
12103	DFCM	Ogden Reg Ctr Window Replacement PHII	82,496.00	-	-	0.00%	Construction	59%
12210	UNG	Spanish Fork Armory Lead Dust Remediation	50,205.00	-	-	0.00%	Construction	2%
12041	WSU	Event Center Parking Improvements Phase III	49,470.00	-	-	0.00%	Construction	83%
12005	Snow	Science Bldg Motor/Switchgear Replacement	46,690.00	-	-	0.00%	Construction	54%
12176	Corrections	USP Wasatch Kitchen Floor Replacement	46,055.00	-	-	0.00%	Pending	0%
12030	UVU	Chiller Replacement	43,313.00	-	-	0.00%	Design	3%
12165	WSU	High Voltage Substation/Switch Geat Upgrade	41,215.00	-	-	0.00%	Design	6%
12082	Corrections	CUCF Boulder Facility PLC Upgrade	40,342.00	-	-	0.00%	Design	0%
12168	OWATC	Culinary Arts Dock Improvements	39,030.00	-	-	0.00%	Design	45%
12001	SUU	Stair Replacement Between Music & ELC Bldgs	38,902.00	-	-	0.00%	Construction	90%
12153	DHS/JJS	Millcreek HVAC Controls Upgrade	35,127.00	-	-	0.00%	Design	6%
12132	SUU	Harris Center Safety Improvements	35,038.00	-	-	0.00%	Pending	5%
12158	Education	Replace Rooftop Units	34,979.00	-	-	0.00%	Pending	4%
11321	WSU	Steam Tunnel Distribution System Phase II Repairs	33,108.00	-	4,461.00	0.81%	Design	40%
12137	Courts	Provo Courtroom Refresh	31,574.00	-	-	0.00%	Pending	3%
12048	UVU	ME Bldg Exterior Lights	29,038.00	-	-	0.00%	Pending	6%
12134	SUU	Centrum Chiller/Cooling Tower Replacement	28,305.00	-	-	0.00%	Pending	6%
12091	SLCC	RRC Const Trades Bldg Water Piping	28,253.00	-	-	0.00%	Design	0%
12130	SNOW	Washburn Bldg Misc Upgrades	27,290.00	-	-	0.00%	Pending	5%
12093	SLCC	RRC ATC Restroom Remodel	27,250.00	-	-	0.00%	Design	0%
12083	Corrections	CUCF Control Room HVAC Replacement	26,435.00	-	-	0.00%	Design	5%
12187	Health	CCTV Security System	24,530.00	-	-	0.00%	Construction	4%
12197	SLCC	SSC Storm Drain Modifications	23,418.00	-	-	0.00%	Pending	0%
12049	Agriculture	Fire Supression System	20,439.00	-	-	0.00%	Pending	2%
12025	Courts	4th Dist Replace Exterior Stairways & Ramp	20,096.00	-	-	0.00%	Pending	0%
12152	WSU	Dee Ctr Boiler & Controls Replacement	20,000.00	-	-	0.00%	Construction	5%
12163	WSU	Replace Campus Sidewalks & Handrails	20,000.00	-	-	0.00%	Design	1%
12188	Health	Upgrade Corridor Fire Doors	20,000.00	-	-	0.00%	Pending	0%
12135	SUU	Various Bldgs Automation	19,855.00	-	-	0.00%	Pending	6%
12136	Courts	Richfield Fire Panel Separation	18,547.00	-	-	0.00%	Pending	6%
12171	Tax	Replce Boilers/Heating Water Pumps	17,934.00	-	-	0.00%	Pending	84%
12085	Corrections	CUCF Warehouse Cold Storage Upgrade	17,630.00	-	-	0.00%	Design	5%
12139	DHS	Cedar City Basement Remodel	16,855.00	-	-	0.00%	Design	10%
12164	WSU	Replace/Repair Irrigation Systems	16,000.00	-	-	0.00%	Design	7%

DFCM

Division of Construction and Management
 4110 State Office Building Salt Lake City, UT 84144
 Telephone (801) 538-3018 Fax (801) 538-3267

Feb-13

REPORT OF CONTINGENCY RESERVE FUND

PROJECT TITLE			GENERAL STATE FUNDS CURRENT TRANSFERS	TRANSPORTATION FUNDS CURRENT TRANSFERS	TOTAL TRANSFERS FROM CONTINGENCY	% TO CONSTR. BUDGET	PROJECT STATUS	% Complete
BEGINNING BALANCE			6,216,987.27	7,415.55				
12055	Corrections	USP Substation Building Bucket Truck Shelter	15,200.00	-	-	0.00%	Pending	6%
12060	Health	Unified Lab UPS System	14,240.00	-	-	0.00%	Pending	0%
12156	Courts	Brigham Replace Air Cooled Chiller	14,000.00	-	-	0.00%	Design	33%
12066	Corrections	AP&P Waste & Water Repairs	13,880.00	-	-	0.00%	Pending	0%
12065	Corrections	USP "A" Gate Fire Hydrant	12,617.00	-	-	0.00%	Design	6%
12183	DATC	Boiler Replacement	12,485.00	-	-	0.00%	Design	6%
12185	DFCM	Gov Mansion West Entrance Seismic Improv	12,425.00	-	-	0.00%	Pending	3%
12059	Tax	Electrical BUSS Duct Repairs	12,000.00	-	-	0.00%	Pending	6%
12182	St Library	Re[place Countertops & Fixtures	12,000.00	-	-	0.00%	Pending	2%
12084	Corrections	CUCF Admin Intercom Upgrade	11,841.00	-	-	0.00%	Pending	0%
12069	Health	Children's Clinic Exam Rooms Remodel	11,200.00	-	-	0.00%	Pending	0%
12058	DHS/JJS	Decker Lake Replace Emergency Generator	10,400.00	-	-	0.00%	Pending	4%
12070	DPS	Rampton Bldg Latent Prints/Serology HVAC	8,800.00	-	-	0.00%	Pending	0%
12052	Corrections	USP Timpanogos #3 Security Improvements	8,400.00	-	-	0.00%	Pending	5%
12057	Fairpark	Multi Bldgs Fire Alarm Upgrades	8,080.00	-	-	0.00%	Construction	45%
12180	Courts	Tooele Security Upgrades	8,000.00	-	-	0.00%	Pending	0%
12199	SLCC	Miller Exterior Handrail Replacement	7,721.00	-	-	0.00%	Pending	4%
12148	UDOT	Maint Testing Facility Overhead Doors	6,650.00	-	-	0.00%	Pending	0%
12175	DCC	Rio Grande Fire & Security Panel Upgrade	6,400.00	-	-	0.00%	Pending	1%
12094	SLCC	RRC Science Bldg Replace Condenser Pipe	6,353.00	-	-	0.00%	Design	0%
12090	SLCC	RRC Activity Ctr Hot Water Tank Replacement	6,348.00	-	-	0.00%	Construction	97%
12169	Courts	Brigham Clerical Area Remodel	6,000.00	-	-	0.00%	Pending	5%
12177	Courts	Matheson Security Upgrades	6,000.00	-	-	0.00%	Pending	0%
12179	Courts	Ogden Security Upgrades	6,000.00	-	-	0.00%	Pending	0%
12145	CPB	SOB Transformer Improvements	5,987.00	-	-	0.00%	Pending	0%
12092	SLCC	RRC Tech Bldg Condensate Pipe Replacement	5,950.00	-	-	0.00%	Construction	72%
12067	Corrections	Various AP&P Centers Carpet Replacement	5,760.00	-	-	0.00%	Pending	0%
12061	DATC	Campus ADA Improvements	5,539.00	-	-	0.00%	Pending	0%
12184	DFCM	Gov Mansion Fire Alarm Improvements	5,250.00	-	-	0.00%	Pending	6%
12159	DWS	Provo Foundation Waterproofing	4,760.00	-	-	0.00%	Construction	45%
12140	DWS	Cedar City Fire Panel Upgrade	4,750.00	-	-	0.00%	Pending	5%
12146	CPB	Capitol Hill Signage Improvements	4,375.00	-	-	0.00%	Pending	0%
12050	ABC	Admin Bldgs Misc Improvements	4,240.00	-	-	0.00%	Pending	0%
12143	UVU	Science Bldg Exhaust Fan Replacement	4,115.00	-	-	0.00%	Pending	0%
12053	Corrections	Admin Bldg Lightning Protection Improvements	4,000.00	-	-	0.00%	Pending	0%
12154	DFCM	West Reg Ctr #2 Renovate Restroom	4,000.00	-	-	0.00%	Pending	0%
12181	Courts	West Jordan HVAC Controls/Security Area Heating	4,000.00	-	-	0.00%	Pending	0%
12095	SLCC	RRC Replace Condensor East Cooling Loop	3,967.00	-	-	0.00%	Design	6%
12062	ABC	Store #35 Exterior Door Replacement	3,668.00	-	-	0.00%	Pending	0%

DFCM

Division of Construction and Management
 4110 State Office Building Salt Lake City, UT 84144
 Telephone (801) 538-3018 Fax (801) 538-3267

Feb-13

REPORT OF CONTINGENCY RESERVE FUND

	PROJECT TITLE	GENERAL STATE FUNDS CURRENT TRANSFERS	TRANSPORTATION FUNDS CURRENT TRANSFERS	TOTAL TRANSFERS FROM CONTINGENCY	% TO CONSTR. BUDGET	PROJECT STATUS	% Complete
BEGINNING BALANCE		6,216,987.27	7,415.55				
12133	SUU Hunter Ctr Fire Sprinkler Upgrade	3,591.00	-	-	0.00%	Pending	59%
12046	ABC Store #27 Replace AC Units	3,562.00	-	-	0.00%	Construction	57%
12081	ABC Store #6 Ceiling Tile Removal/Replacement	3,550.00	-	-	0.00%	Pending	0%
12186	DFCM Archives Rear Entrance Canpoy	3,200.00	-	-	0.00%	Pending	6%
12080	ABC Store #6 Floor Tile Testing/Upgrade	3,150.00	-	-	0.00%	Pending	0%
12047	SLCC SCC Replace East Entrance Stairs & Handrail	2,880.00	-	-	0.00%	Construction	96%
12054	Corrections USP Timpanogos Admin HVAC Improvements	2,879.00	-	-	0.00%	Pending	7%
12064	Corrections USP North Point Water Heaters Replacement	2,832.00	-	-	0.00%	Pending	0%
12056	Corrections USP Uinta Admin Floor Repairs	2,693.00	-	-	0.00%	Construction	66%
12077	DAS Surplus Properties Misc Improvements/Carpet	2,455.00	-	-	0.00%	Pending	0%
12172	DNR Admin Bldg Replace Restroom Counters/Sinks	2,370.00	-	-	0.00%	Pending	0%
12051	Corrections USP Replace Transformer #4	2,360.00	-	-	0.00%	Construction	95%
12097	SLCC SSC/Jordan Waterless Urinals to Low Flow	2,218.00	-	-	0.00%	Construction	56%
12174	DWS Vernal Fire Alarm Replacement	1,775.00	-	-	0.00%	Pending	0%
12166	WSU Library Fire Riser Relocation	1,720.00	-	-	0.00%	Design	0%
12155	DNR Admin Bldg Sidewalk Repair	1,626.00	-	-	0.00%	Pending	6%
12086	DCC Glendinning Home Fire Alarm Replacement	1,594.00	-	-	0.00%	Pending	0%
12068	Health Cannon Bldg Restroom Tile Repairs	1,200.00	-	-	0.00%	Pending	0%
12071	DPS Farmington Boiler Replacement	1,200.00	-	-	0.00%	Pending	0%
OTHER INCREASES							
06297	Dixie Holland Centennial Commons	10,769.83	-	981,009.84	2.66%	Construction	82%
11077	WSU Professional Classrm Bld And Central Plant	2,878.00	-	(67,369.44)	-0.20%	Construction	0%
DECREASES TO CONTINGENCY RESERVE FUND							
NEW CONSTRUCTION							
09024	SLCC SCC Center For New Media Bldg	(319,500.38)	-	976,564.81	2.44%	Construction	72%
10036	SLCC RRC New Insructional and Admin Complex	(81,777.00)	-	358,452.00	1.30%	Construction	2%
08032	UNG Vernal, Camp Williams, Springville Armories Remodel	(27,787.68)	-	300,723.58	10.39%	Complete	100%
06272	UOFU David Eccles School Of Business	(23,228.49)	-	654,114.24	1.47%	Construction	76%
10285	UDOT Kamas Maint Station Replacement	(15,748.51)	-	111,627.10	7.44%	Construction	50%
07297	SUU Gibson Science Center Addition	(11,904.90)	-	539,144.26	3.32%	Complete	99%
REMODELING							
12001	SUU Stair Replacement Between Music & ELC Bldgs	(67,205.75)	-	67,205.75	12.59%	Construction	90%

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Feb-13

REPORT OF CONTINGENCY RESERVE FUND

PROJECT TITLE			GENERAL STATE FUNDS CURRENT TRANSFERS	TRANSPORTATION FUNDS CURRENT TRANSFERS	TOTAL TRANSFERS FROM CONTINGENCY	% TO CONSTR. BUDGET	PROJECT STATUS	% Complete
BEGINNING BALANCE			6,216,987.27	7,415.55				
12210	UNG	Spanish Fork Armory Lead Dust Remediation	(65,340.21)	-	65,340.21	5.45%	Construction	2%
11063	Freeport	Ctr Warehouse Multi-Agency Improvements	(61,720.41)	-	419,811.74	14.32%	Construction	91%
10284	UBATC	Roosevelt Bldg Hvac System Improvements	(20,420.00)	-	25,205.00	3.60%	Construction	13%
11253	DHS/JJS	Slate Canyon Boiler Room Additions	(16,095.83)	-	58,549.25	160.79%	Construction	84%
11153	SOB	Das Security Upgrades Phase 11	(12,433.04)	-	21,112.04	9.60%	Design	76%
12009	UNG	Headquarters Boiler & Piping	(10,779.07)	-	40,497.52	5.52%	Construction	96%
12025	Courts	3rd Dist Replace Exterior Stairways & Ramp	(5,965.25)	-	5,965.25	2.36%	Pending	0%
12022	UNG	Headquarters Locker Room Update	(3,228.28)	-	3,228.28	0.68%	Construction	94%
12047	SLCC	SCC Replace East Entrance Stairs & Handrail	(2,155.36)	-	2,155.36	4.59%	Construction	96%
11343	UVU	Central Plant, Bus., Gunther & Science bldgs HVAC Improvements	(765.00)	-	12,336.00	1.98%	Construction	97%
11124	Judy Buffmire ORS	Bldg Landscape Improvements	(37.07)	-	37.07	0.11%	Closed	92%
11123	State Library	Bldg Landscape Improvements	(8.27)	-	8.27	0.02%	Closed	100%
TOTAL			8,729,997.28	7,415.55				

CHANGE ORDER JUSTIFICATION STATEMENT (FOR INTERNAL USE ONLY)

To be submitted to DFCM Accounting at time the Project Manager has a Change Order executed by Contractor and the Project Manager.

CHANGE ORDER #56

PROJECT NAME: Center for New Media
 AGENCY: Salt Lake Community College
 CONTRACTOR: Big-D

PROJECT NUMBER: 09024670
 CONTRACT NUMBER: 107073
 DESIGNER: GSBS Architects

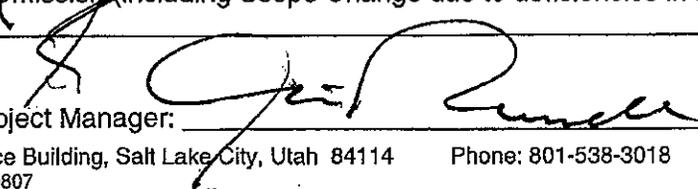
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In the space below, and on additional pages if required, explain why this change is necessary. Explain the reasons for all time delays, costs changes and new timeframes. If the reason is "other," provide explanation.

PCO/CCD	Description	Category (reason)	Funding Source	Amount	Time
PCO-396	Main Building roofing replacement and repair of brick parapets. These are both Capital Improvement Projects that were added to this contract due to overall project savings and overlap with construction of the CFNM.	4	Project Funds	\$606,729	-0-
PCO-396	Additional funding is required due changes in code requiring a seismic upgrade of the roof and requiring additional measures to provide safety to the public.	4	Unallowcated Roofing Fund Project #11204300	\$350,000	-0-
Total				\$656,729	0

CATEGORY (REASON):.0

1. DFCM initiated Scope Change
2. Agency-Requested-Scope Change
3. Unforeseen Condition
4. Budget Expenditure (Award) in CM/GC
5. Design Error (including Scope Change due to deficiencies in Design Documents)
6. Design Omission (including Scope Change due to deficiencies in Design Documents)
7. Other: _____

By DFCM Project Manager:  Date: 9/26/12

CHANGE ORDER JUSTIFICATION STATEMENT (FOR INTERNAL USE ONLY)

To be submitted to DFCM Accounting at time the Project Manager has a Change Order executed by Contractor and the Project Manager.

CHANGE ORDER #62

PROJECT NAME: Center for New Media
 AGENCY: Salt Lake Community College
 CONTRACTOR: Big-D

PROJECT NUMBER: 09024670
 CONTRACT NUMBER: 107073
 DESIGNER: GSBS Architects

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PCO/CCD	Description	Category (reason)	Funding Source	Amount	Time
PCO-432	Revise transition area between existing and new construction at the south Grande Theater corridor as per SLCC.	2	SLCC Funds	\$56,900	
PCO-433	Revise fire exit door hardware	5	Statewide Contingency Fund	\$7,250	
PCO-434	Provide additional exit signs for exit doors as directed by the building inspector	3	Statewide Contingency Fund	\$1,056	
PCO-447	Provide additional wall furring to cover conduit for receptacles and data for the counter at the bookstore	3	Statewide Contingency Fund	\$447	
PCO-448	Provide crossover ladder over roof parapet for access to mechanical penthouse	6	Statewide Contingency Fund	\$5,942	
PCO-449r1	Revise acoustical wall panels in the production and editing area	6	Statewide Contingency	(\$6,017)	
PCO-451	Provide additional window frosting for the CTE building	3	Statewide Contingency Fund	\$1,154	
PCO-457	Design lab 2-54 revisions to casework to encase piping.	5	Statewide Contingency Fund	\$1,389	
PCO-462	Revise paint colors as per direction of SLCC president	2	SLCC Funds	\$7,952	
Total				\$76,073.00	0

CATEGORY (REASON): 0

1. DFCM initiated Scope Change
2. Agency Requested Scope Change
3. Unforeseen Condition
4. Budget Expenditure (Award) in CM/GC
5. Design Error (including Scope Change due to deficiencies in Design Documents)
6. Design Omission (including Scope Change due to deficiencies in Design Documents)
7. Other: _____

By DFCM Project Manager:  Date: 11/15/12

CHANGE ORDER JUSTIFICATION STATEMENT (FOR INTERNAL USE ONLY)

To be submitted to DFCM Accounting at time the Project Manager has a Change Order executed by Contractor and the Project Manager.

CHANGE ORDER #63

PROJECT NAME: Center for New Media
 AGENCY: Salt Lake Community College
 CONTRACTOR: Big-D

PROJECT NUMBER: 09024670
 CONTRACT NUMBER: 107073
 DESIGNER: GSBS Architects

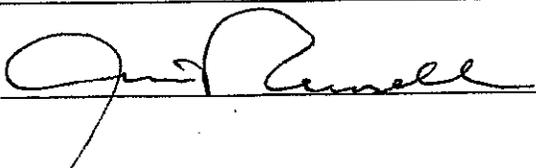
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In the space below, and on additional pages if required, explain why this change is necessary. Explain the reasons for all time delays, costs changes and new timeframes. If the reason is "other," provide explanation.

PCO/CCD	Description	Category (reason)	Funding Source	Amount	Time
PCO-458	CTE GMP bid package - project savings	4	Project Funds	(\$105,878)	
PCO-459	2 nd Floor Locker room GMP bid package - project savings	4	Project Funds	(\$29,968)	
PCO-460	Annex Building GMP bid package - project savings	4	Project Funds	(\$223,544)	
PCO-461	Annex building GMP bid package – general conditions savings	4	Project Funds	(\$51,898)	
PCO-464	Transfer contractor contingency from CTE, 2 nd floor locker room and Annex building GMP bid packages to the CFNM GMP bid package	4	Project Funds	\$204,573	
Total				(\$206,515.00)	0

CATEGORY (REASON):.0

1. DFCM initiated Scope Change
2. Agency Requested Scope Change
3. Unforeseen Condition
4. Budget Expenditure (Award) in CM/GC
5. Design Error (including Scope Change due to deficiencies in Design Documents)
6. Design Omission (including Scope Change due to deficiencies in Design Documents)
7. Other: _____

By DFCM Project Manager:  Date: 11/15/12



CHANGE ORDER JUSTIFICATION STATEMENT (FOR INTERNAL USE ONLY)

To be submitted to DFCM Accounting at time the Project Manager has a Change Order executed by Contractor and the Project Manager.

CHANGE ORDER #64

PROJECT NAME: Center for New Media
 AGENCY: Salt Lake Community College
 CONTRACTOR: Big-D

PROJECT NUMBER: 09024670
 CONTRACT NUMBER: 107073
 DESIGNER: GSBS Architects

The attached documentation supports the list of items on the change order cover sheet. These items have been reviewed and negotiated or accepted to be a reasonable adjustment of the contract amount and time. The purpose of this document is to describe the DFCM asserted cause for the change order, describe each item, categorize the change, and list the approved funding and the funding source.

In the space below, and on additional pages if required, explain why this change is necessary. Explain the reasons for all time delays, costs changes and new timeframes. If the reason is "other," provide explanation.

PCO/CCD	Description	Category (reason)	Funding Source	Amount	Time
PCO-441r1	CFNM- Stain concrete walls on the south elevation to match the CTE building. This is a contractor contingency item due to inconsistent color in the cast in place concrete walls.	4	Project Funds	\$0	
PCO-454	CFNM- Provide access panel for electrical equipment in the MIDI classroom	3	Statewide Contingency Fund	\$2,210	
PCO-455	CFNM- Provide fire wall revisions as per the building official	3	Statewide Contingency Fund	\$8,784	
PCO-456r1	CFNM- Change parapet coping metal color from zinc to anodize as per SLCC.	2	SLCC Funds	\$1,585	
PCO-465	CFNM - Repair existing plaza lighting as per SLCC	2	SLC Funds	\$1,609	
PCO-467	CFNM - Provide 2- 208 volt electrical circuits for heat tape in lieu of the 1- 120 volt circuit shown on the plans	5	Statewide Contingency Fund	\$1,354	
PCO-468	CFNM - Provide additional expansion joint cover	6	Statewide Contingency Fund	\$872	
PCO-470	CFNM - Provide 2 stainless steel handrails at the 1929 ramp	6	Statewide Contingency Fund	\$3,691	
PCO-473	CFNM - Project revisions for design labs and MIDI classroom	6	Statewide Contingency Fund	\$1,635	
PCO-474	CFNM - Relocate projects in multipurpose 1-26 & 1-28.	5	Statewide Contingency Fund	\$1,737	
Total				\$23,477	0

CATEGORY (REASON):0

1. DFCM initiated Scope Change
2. Agency Requested Scope Change
3. Unforeseen Condition
4. Budget Expenditure (Award) in CM/GC
5. Design Error (including Scope Change due to deficiencies in Design Documents)
6. Design Omission (including Scope Change due to deficiencies in Design Documents)
7. Other: _____

By DFCM Project Manager:  Date: 12/10/12

CHANGE ORDER JUSTIFICATION STATEMENT (FOR INTERNAL USE ONLY)

To be submitted to DFCM Accounting at time the Project Manager has a Change Order executed by Contractor and the Project Manager.

CHANGE ORDER #65

PROJECT NAME: Center for New Media
 AGENCY: Salt Lake Community College
 CONTRACTOR: Big-D

PROJECT NUMBER: 09024670
 CONTRACT NUMBER: 107073
 DESIGNER: GSBS Architects

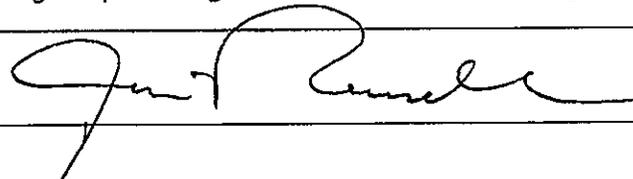
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PCO/CCD	Description	Category (reason)	Funding Source	Amount	Time
PCO-475	CFNM Reroof and Parapet – Repair falling concrete and brick at the northeast parapet	3	Statewide Contingency Fund	\$3,241	
PCO-476	CFNM Reroof and Parapet – Repoint and seal cracks in the precast for the parapet walls	3	Statewide Contingency Fund	\$663	
Total				\$3,904	0

CATEGORY (REASON):.0

1. DFCM initiated Scope Change
2. Agency Requested Scope Change
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5. Design Error (including Scope Change due to deficiencies in Design Documents)
6. Design Omission (including Scope Change due to deficiencies in Design Documents)
7. Other: _____

By DFCM Project Manager:  Date: 12/10/12



CHANGE ORDER JUSTIFICATION STATEMENT (FOR INTERNAL USE ONLY)

To be submitted to DFCM Accounting at time the Project Manager has a Change Order executed by Contractor and the Project Manager.

CHANGE ORDER #003

PROJECT NAME: Instructional and Administration Building PROJECT NUMBER: 10036660
 AGENCY: Salt Lake Community College CONTRACT NUMBER: 127406
 CONTRACTOR: Okland Construction DESIGNER: AJC Architects

The attached documentation supports the list of items on the change order cover sheet. These items have been reviewed and negotiated or accepted to be a reasonable adjustment of the contract amount and time. The purpose of this document is to describe the DFCM asserted cause for the change order, describe each item, categorize the change, list the approved funding and the funding source.

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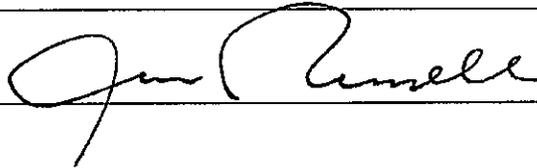
PCO/CCD	Description	Category (reason)	Funding Source	Amount	Time
PCO #003	Remove an additional tree due to over excavation the was required	3	Statewide Contingency Fund	\$638	0
PCO #006.2	Provide additional reinforcing steel due to wall changes	5	Statewide Contingency Fund	\$1,133	0
PCO #007	Provide G60 galvanized studs in lieu of the specified	1	Statewide Contingency Fund	(\$6,720)	0
PCO #014	Modify door and window opening due to shelf revisions	3	Statewide Contingency Fund	\$6,029	0
PCO #028	Revised utility tunnel demolition	3	Statewide Contingency Fund	\$911	0
PCO #011	Lower utility tunnel 8" to avoid conflicts with the concrete marks in the corridor	3	Statewide Contingency Fund	\$24,798	0
PCO #020	Structural steel revision at the top of deck bearing at grid line 1 between N&P	3	Statewide Contingency Fund	\$306	0
PCO #024	Provide galvanized wide flange beams for the canopies	5	Statewide Contingency Fund	\$851	0
PCO #035	Provide full penetration welds in lieu of fillet welds for the continuity plates	3	Statewide Contingency Fund	\$943	0
PCO #010	Revisions to the elevator shaft opening	3	Statewide Contingency Fund	\$856	0
PCO #016	Provide additional furring and paint to conceal duct in office 201AD	3	Statewide Contingency Fund	\$9,416	0
PCO #034	Revisions to the radiuses structural steel beam	3	Statewide Contingency Fund	\$1,246	0
PCO #012	Relocate screen wall brace beam to the east side revise beam size	3	Statewide Contingency Fund	\$13,236	0
PCO #015	Provide fire rated door frame and hardware	5	Statewide Contingency Fund	\$8,020	0

PCO #017	Provide BAC net interface card for the emergency generator to communicate with the building management system	5	Statewide Contingency Fund	\$4,869	0
PCO #023	Provide waterproofing for exposed joints at the utility tunnel	3	Statewide Contingency Fund	\$944	0
PCO #029	Credit beams and add ledger angle, embeds and beam connections	3	Statewide Contingency Fund	\$6,267	0
PCO #032	Revise east basement wall type H to F2 (fire rated)	6	Statewide Contingency Fund	\$652	0
PCO #038	Provide reinforced concrete infill at the waterproof joints for the utility tunnel	5	Statewide Contingency Fund	\$1,344	0
Total				\$75,739	0

CATEGORY (REASON):

1. DFCM initiated Scope Change
2. Agency Requested Scope Change
3. Unforeseen Condition
4. Budget Expenditure (Award) in CM/GC
5. Design Error (including Scope Change due to deficiencies in Design Documents)
6. Design Omission (including Scope Change due to deficiencies in Design Documents)
7. Other: _____

By DFCM Project Manager: _____



Date: _____

11/19/12

CHANGE ORDER JUSTIFICATION STATEMENT (FOR INTERNAL USE ONLY)

To be submitted to DFCM Accounting at time the Project Manager has a Change Order executed by Contractor and the Project Manager.

CHANGE ORDER #004

PROJECT NAME: Instructional and Administration Building PROJECT NUMBER: 10036660
 AGENCY: Salt Lake Community College CONTRACT NUMBER: 127406
 CONTRACTOR: Okland Construction DESIGNER: AJC Architects

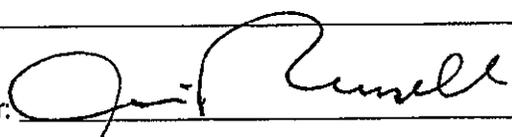
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PCO/CCD	Description	Category (reason)	Funding Source	Amount	Time
PCO #018	Provide a W 24X35 beam in lieu of a 18X35 at level 4 area B due to beam location changing	3	Statewide Contingency Fund	\$1,003	0
PCO #025	Provide thresholds and control joints in lieu of expansion	3	Statewide Contingency Fund	(\$5,053)	0
PCO #026	Provide an additional floor drain in the west basement as per the building inspector	3	Statewide Contingency Fund	\$1,111	0
PCO #027	Provide a fire/smoke damper at storage room 014 and delete f/s dampers in study rooms 130 and 230	3	Statewide Contingency Fund	(\$169)	0
PCO #036	Provide an additional aluminum angle above the thermal joint for the curtain walls	3	Statewide Contingency Fund	\$2,406	0
PCO #037	Provide larger supply duct for the 60 person classroom	6	Statewide Contingency Fund	\$3,171	0
PCO #039	Provide grilles for the fan coil units	5	Statewide Contingency Fund	\$1,753	0
PCO #043	Provide 6" metal stud in lieu of 3 5/8" to conceal the lavatory vertical waste vents	6	Statewide Contingency Fund	\$1,273	0
PCO #044	Provide 8" foundation drain piping in lieu of 6"	3	Statewide Contingency Fund	\$543	0
Total				\$6,038	0

CATEGORY (REASON):

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4. Budget Expenditure (Award) in CM/GC
5. Design Error (including Scope Change due to deficiencies in Design Documents)
6. Design Omission (including Scope Change due to deficiencies in Design Documents)
7. Other: _____

By DFCM Project Manager:  Date: 11/19/12

CHANGE ORDER JUSTIFICATION STATEMENT (FOR INTERNAL USE ONLY)

To be submitted to DFCM Accounting at time the Project Manager has a Change Order executed by Contractor and the Project Manager.

CHANGE ORDER #003

PROJECT NAME: UNG Spanish Fork HVAC Upgrades
 AGENCY: UNG / DFCM
 CONTRACTOR: Tod Packer

PROJECT NUMBER: 12210470
 CONTRACT NUMBER: 137565
 DESIGNER: WHW Engineering

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PCO/CCD	Description	Category (reason)	Funding Source	Amount	Time
PR#3	It was discovered that the roof-top units, exhaust and swamp cooler curbs required build-up for the elevation increase of the new roofing material (8 inches.) Approx 33 each.	3	Project Funds	24,233.00	20 days
Total		3	Project Funds	\$24,233.00	20 days

CATEGORY (REASON):

1. DFCM initiated Scope Change
2. Agency Requested Scope Change
3. Unforeseen Condition
4. Budget Expenditure (Award) in CM/GC
5. Design Error (including Scope Change due to deficiencies in Design Documents)
6. Design Omission (including Scope Change due to deficiencies in Design Documents)
7. Other: _____

By DFCM Project Manager:  Date: 12/3/12

300

34C40000141



STATE OF UTAH *GENERAL ACCOUNTING EXPENDITURE*

DOCUMENT NAME:
 BFY: FY: 2013 PERIOD: 5 VENDOR LINES: 1
 ENTERED BY: pgillins
 LAST USER: pgillins
 DOCUMENT DESCRIPTION:

CREATION DATE: 12-04-2012
 PRINT DATE: December 04, 2012

DOCUMENT TOTAL: \$9,693.21

VNDR LN: 1 VENDOR NUMBER: VC0000167797
 LEGAL NAME: HATCH HEATING & AIR CONDITIONING
 ALIAS/DBA:
 ADDRESS: 1205 SOUTH SUNRISE WAY
 FARMINGTON, UT 84025 US

PYMT DT: 12/04/12
 AMOUNT: \$9,693.21
 DISB TYPE: Check
 HDLG CD:
 SNGL CHK FL: false

ACCT LN: 1 BFY: FY: PERIOD: EVENT TYPE: AP01 LINE AMOUNT: \$9,693.21
 REF DOC: REF VNDR LN: REF ACTG LN:
 VNDR INV #: 000437 VNDR INV LN: 1 VNDR INV DT: 11-28-2012
 ACCT LINE DESC:
 SPANISH FORK ARMORY

FUND	DEPT	UNIT	APPR	OBJ	REV	BSA	ACTY	FUNC	PROGM	PHASE	PRG	PRD	SOBJ	DPT	REV
3000	300	3352	FXA	6400					12210	470		DFCM			

HATCH HEATING & A/C

1205 So. Sunrise Way • Farmington, UT 84025
801-209-1555

Customer: _____ DATE 11-28, 2012

DFCM
PROJ # 12210470
Spanish Fork Armory

PLEASE PAY FROM THIS INVOICE - NO STATEMENT WILL BE SENT

QUAN.	DESCRIPTION	PRICE	AMOUNT
	Replace All 2" Black pipe + Fittings		
	pressure test		
	Run All Feed lines to Roof Top Units on main, gym, Range and Front office		
P.O	PROJECT NO. <u>103106</u>		
DATE	<u>12/3/12</u> OKAY TO PAY	TOTAL	<u>\$9693.21</u>
	<u>RJ Anderson</u>		
	SIGNATURE		

Nº 000437

I HEREBY ACCEPT THE ABOVE WORK AS SATISFACTORY
RJ Anderson
CUSTOMER'S SIGNATURE

2000 300 3352 FXA

6460

GAX 04-141

CHANGE ORDER JUSTIFICATION STATEMENT (FOR INTERNAL USE ONLY)

To be submitted to DFCM Accounting at time the Project Manager has a Change Order executed by Contractor and the Project Manager.

CHANGE ORDER # 3

PROJECT NAME: DATC Freeport Center D-5

AGENCY: DATC

CONTRACTOR: Landmark Companies

PROJECT NUMBER: 11063310

CONTRACT NUMBER: 137512

DESIGNER: JRCA Architects

The attached documentation supports the list of items on the change order cover sheet. These items have been reviewed and negotiated or accepted to be a reasonable adjustment of the contract amount and time. The purpose of this document is to describe the DFCM asserted cause for the change order, describe each item, categorize the change, list the approved funding and the funding source.

In the space below, and on additional pages if required, explain why this change is necessary. Explain the reasons for all time delays, costs changes and new timeframes. If the reason is "other," provide explanation.

PCO/ CCD	Description	Category (reason)	Funding Source	Amount	Time
6	Modify and lower South Skylights	1,2	Project Reserves	\$2,792.84	
7	Modifications to window sills	3	Project Reserves	\$13,969.74	
9	Coils Strap connections on LVL's	3	Project Reserves	\$645.70	
10	5 extra Swamp Cooler Ducting Modify	3	Project Reserves	\$1,420.37	
11	Raise Curbs on existing curbs to DFCM Strd	1	Project Reserves	\$2,951.66	
13	Replace Rain Gutters East Side	1	Project Reserves	\$1,950.40	
15	Add Paint Stripe at around entire Bld	1,2	Project Reserves	\$6,313.50	
Total				\$30,044.21	

CATEGORY (REASON):

1. DFCM initiated Scope Change
2. Agency Requested Scope Change
3. Unforeseen Condition
4. Budget Expenditure (Award) in CM/GC
5. Design Error (including Scope Change due to deficiencies in Design Documents)
6. Design Omission (including Scope Change due to deficiencies in Design Documents)
7. Other: _____

By DFCM Project Manager: Tim K Parkinson Date: December 5, 2012



Division of Construction and Management
 4110 State Office Building Salt Lake City, UT 84144
 Telephone (801) 538-3018 Fax (801) 538-3267

REPORT OF PROJECT RESERVE FUNDS ACTIVITY

Feb-13

% of
Constr.

PRJT.

#	PROJECT TITLE	STATE FUNDS	DOT FUNDS	DESCRIPTION	Budget
<u>BEGINNING BALANCE</u>		<u>6,385,609</u>	<u>968,481</u>		
<u>INCREASES TO PROJECT RESERVE FUND:</u>					
10061110	Corrections - CUCF Air Handler/Security Electronics upgrade	19,303.74		Balance of Various Project Budgets	2.74%
11121200	State Library - Restroom HVAC Improvements	12,718.21		Balance of Various Project Budgets	50.87%
11185730	SUU - Variousw Asphalt Replacement and Repairs	8,590.48		Balance of Inspection & Insurance Budgets	2.99%
10101810	WSU - East Campus Irrigation Upgrades	6,826.49		Balance of Inspection & Insurance Budgets	2.99%
10042310	Heber Wells - Hot Water Pumps & Valves / DWS - Replace Compressor	5,585.98		Balance of Design, Inspection & Insurance Budgets	1.43%
11091150	Courts - Matheson Fire Sprinkler Joints	5,437.34		Balance of Design, Inspection & Insurance Budgets	2.35%
10105810	WSU Miller Bldg South Stairway Replacement	2,145.51		Balance of Construction Budget	0.89%
11179640	Dixie - Hanses Footbal Stadium Caulking	1,360.64		Balance of Construction Budget	5.44%
11269100	Corrections - USP Oquirrh & Olympus Lock Replacement	967.00		Balance of Construction Budget	1.93%
11261050	Governor's Carriage House Waterproofing	56.06		Balance of Insurance Budget	0.13%
<u>DECREASES TO PROJECT RESERVE FUND:</u>					
12210470	UNG - Spanish Fork Armory Lead Dust Remediation	(226,302.00)		To Award Construction Contract	32.33%
12047670	SLCC - RRC East Wing Entrance Stairs & Handrail Replaement	(6,207.50)		To Award Construction Contract	17.24%
12051100	Corrections - USP Replace Transformer #4	(1,158.00)		To Award Construction Contract	3.93%
12071550	DPS - Farmington Boiler Replacement	(783.00)		To Award Construction Contract	5.22%
<u>ENDING BALANCE</u>		<u>6,214,150.04</u>	<u>968,481.36</u>		