

**AGENDA OF THE
UTAH STATE BUILDING BOARD
BUSINESS MEETING**

**Wednesday, February 1, 2017
Utah Department of Agriculture and Food, Main Conference Room
350 N Redwood Road
Salt Lake City, Utah 84114
9:00 am**

- (Action) 1. **Approval of Minutes for the December 7, 2016 Board Meeting**
- (Action) 2. **Utah State Fair Park: Naming of the New Fair Park Arena to “Days of 47 Arena”**
- (Action) 3. **Approval of Five Year Notice of Review and Statement of Continuation for Rule R23-1, Procurement Rules with Numbering Related to the Procurement Code**
- (Action) 4. **Approval of Five Year Notice of Review and Statement of Continuation for Rule R23-19, Facility Use Rules**
- (Action) 5. **Approval of Five Year Notice of Review and Statement of Continuation for Rule R23-20, Free Speech Activity**
- (Action) 6. **Recommended Alternative Building Standard for University Housing Projects**
- (Information) 7. **Administrative Report for the University of Utah and Utah State University**
- (Information) 8. **Administrative Report for DFCM**
- 9. **Future Agenda Items**

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 Patty Yacks 538-3010 (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

3120 State Office Building
Salt Lake City, Utah 84114
Phone (801) 538-3010
Fax (801) 538-3844

MEMORANDUM

To: Utah State Building Board
From: Jeff Reddoor
Date: February 1, 2017
Subject: **Approval of Minutes for the December 7, 2016 Building Board Meeting**

Recommendation

Attached for your review and approval are the Minutes of the December 7, 2016 Board Meeting.

JLR: cn
Attachments: Minutes

Utah State Building Board



MEETING

December 7, 2016

MINUTES

Members in Attendance:

Ned Carnahan, Chair
David Tanner
David Fitzsimmons
Fred Hunsaker
Bob Fitch
Chip Nelson
Gordon Snow

Guests in Attendance:

Jeff Reddoor	Utah State Building Board
Tani Downing	Department of Administrative Services
Ken Hansen	Department of Administrative Services
Patricia Yacks	Department of Administrative Services
Jim Russell	Division of Facilities and Construction Management
Wayne Christensen	Division of Facilities and Construction Management
Lee Fairbourn	Division of Facilities and Construction Management
Bruce Whittington	Division of Facilities and Construction Management
Cee Cee Niederhauser	Division of Facilities and Construction Management
Sid Painar	AJC Architects
Simone Rudas	Attorney General's Office
Debbie Kurzban	Attorney General's Office
Sal Petilos	Department of Alcoholic Beverage Control
Cade Meir	Department of Alcoholic Beverage Control
Don Brinkerhoff	Department of Human Services
Nick Lorenzo	EDA Architects
Jodi Geroux	FFKR Architects
Jackson Ferguson	FFKR Architects
Chris Coutts	MarketLink
Peggy McDonough	MHTN Architects
Heather Knighton	MHTN Architects
Kyle Taft	MHTN Architects
Bob Askerlund	Salt Lake Community College

Stuart Adams	Utah Senate
Tiger Funk	Southern Utah University
Jade Teran	Spectrum Engineers
Tiffany Woods	Spectrum Engineers
Joseph Demma	UCAT
Tyler Brinkerhoff	UCAT
Dave Woolstenhulme	UCAT
Rich Amon	USHE
Kevin Griffin	Utah Department of Transportation
Ben Berrett	Utah State University

On Wednesday, December 7, 2016, the Utah State Building Board held a regularly scheduled meeting in Room 250 of the Utah State Capitol Building, Salt Lake City, Utah. The meeting was called to order at 9:00 am.

☐ APPROVAL OF MINUTES OF FROM NOVEMBER 2, 2016 MEETING

Chair Carnahan asked for comments or corrections to the minutes from the November Building Board Meeting. No comments or corrections were brought forward.

MOTION: Mr. Fitzsimmons moved to approve the Minutes from the November 2, 2016 Meeting. The motion was seconded by Mr. Fitch and passed unanimously.

Chair Carnahan welcomed the new DAS Executive Director, Tani Pack Downing. He also thanked Interim DAS Executive Director, Ken Hansen for his guidance. The Board invited Mrs. Downing up to share her experience in state government. Mrs. Downing currently serves as the Director for the Division of Risk Management. Prior to her position with the Division of Risk Management she served as General Counsel and Deputy Chief of Staff during the Huntsman administration. Mrs. Downing has also held various positions with the Department of Workforce Services; including Executive Director and Chairperson of the Workforce Appeals Board.

☐ APPROVAL OF THE 2017 BUILDING BOARD MEETING SCHEDULE

Chair Carnahan asked for comments or corrections to the 2017 Building Board Meeting Schedule. He noted that the location for the 2017 Capital Development Tour should be changed Northern and Central Utah areas, as the southern part of the State was toured this year. Mr. Nelson suggested that the meeting location for the February and March meetings should be changed to allow for touring opportunities of other buildings. Mr. Reddoor agreed to provide suggested locations for these meetings at a later time.

MOTION: Mr. Fitch moved to approve the dates for the 2017 Building Board Schedule, but not the location for the February, March, and August meetings. The motion was seconded by Mr. Hunsaker and passed unanimously.

☐ SALT LAKE COMMUNITY COLLEGE: ADDITIONAL INFORMATION ON THE JORDAN CAMPUS STUDENT CENTER PROJECT

Bob Askerlund with Salt Lake Community College expressed their gratitude to the Board for its guidance over the month and a half. Salt Lake Community would like to withdraw their request for the Jordan Campus Student Center citing that negotiations for the project have broken down.

SLCC will review their options and plan to return with this project request next year.

❑ SOUTHERN UTAH UNIVERSITY: APPROVAL FOR UPDATED 2016 MASTER PLAN

Tiger Funk, Executive Director of Facilities for Southern Utah University presented the updated 2016 Master Plan. This plan was approved by the Board of Regents on July 15, 2016. Here are the following updates in order:

- A. Proposed potential property acquisition boundary designated in lavender
- B. Removed North Housing Options A and B and East Housing Options on 300W
- C. Restored existing Leadership Engagement Center instead of additional parking lot (#36)
- D. Updated removal of tennis courts and placement of pickleball courts adjacent to Physical Education building
- E. Added new Utah Shakespeare Festival buildings and Southern Utah Museum of Arts to existing buildings list (#34 & #35)
- F. Removed Dewey Avenue parking lot as part of a land swap for two added existing houses at 200 South and 700 West (to accommodate construction of new resident halls in partnership with the Dixie and Anne Leavitt Foundation)
- G. Removed potential addition to existing Library building
- H. Added new Housing Option on vacant Juniper Hall Housing site
- I. Removed future buildings on Multipurpose building site and restored existing Multipurpose building to existing buildings list (#37)

Mr. Reddoor requested that Mr. Funk expand on Item H. Mr. Funk stated that Item H is a Non-State Funded request that will be brought forward in the future. The building on this property was demolished several years ago. SUU plans to develop the property into a temporary parking lot for the next 3-5 years.

Mr. Nelson asked Mr. Funk to expand on the property acquisition plan, Item A. Mr. Funk stated that SUU is landlocked expansion to the east and west of the campus. SUU isn't actively pursuing property acquisition to the north and south, however they are reviewing each individual property as they become available on the market.

MOTION: Mr. Snow moved to approve the Updated 2016 Master Plan for Southern Utah University as presented. The motion was seconded by Mr. Tanner and passed unanimously.

❑ UTAH STATE UNIVERSITY: APPROVAL FOR DESIGN AND CONSTRUCTION OF A DAIRY BARN, A NON-STATE FUNDED REQUEST

Ben Berrett with USU presented a request to upgrade their dairy barn. The University's current

dairy barn is 35 years old and near the end of its useful life. The new dairy barn will be a 25,280 square-foot fully enclosed pre-engineered steel building that will house two robotic milking stations, a milk processing room, a robotic manure scraping system, and a robotic feed management system. The new barn will provide space for 124 dairy cows. It is expected that this new facility will increase milking production significantly. Mr. Berrett stated that no state funds would be requested for the project. The project and ongoing O&M costs will be funded by Agriculture Experiment Station commodity revenues.

Mr. Reddoor informed the Board that this project falls under their purview and that legislative approval is not required.

MOTION: Mr. Nelson moved to approve the design and construction of the Dairy Barn. The motion was seconded by Mr. Snow and passed unanimously.

☐ DABC: APPROVAL FOR DESIGN AND CONSTRUCTION OF THE RIVERTON-HERRIMAN MARKET AREA LIQUOR STORE, A NON-STATE FUNDED REQUEST

Mr. Reddoor informed the Board that both of the requests being presented from the DABC are non-state funded and will require legislative approval.

Sal Petilos, Executive Director and Cade Meier, Deputy Director for DABC presented a request for a new store in the Riverton-Herriman market area. Alcohol sales have increased significantly. Between FY 2012-2016 the DABC has seen an increase of 33% in sales. In 2016 the DABC generated \$405M in sales. The DABC has identified areas within the State for store placement opportunities using weighing factors such as; population growth, store performance, and sales per associate hour. Currently, the DABC has 44 stores, with another 2 being developed in West Valley and Syracuse. The DABC is allowed 1 store per 48,000 people and based on current population increases the DABC should have 66 stores. Population is expected to increase, with a concentration in the western portion of the Wasatch Front counties. The DABC had selected the Riverton market area as their first priority for store opportunities, with the Layton market area following closely behind.

MOTION: Mr. Hunsaker moved to approve the Design and Construction of the Riverton-Herriman Market Area Liquor Store. The motion was seconded by Mr. Fitzsimmons and passed unanimously.

☐ DABC: APPROVAL FOR DESIGN AND CONSTRUCTION OF THE FARMINGTON MARKET AREA LIQUOR STORE, A NON-STATE FUNDED REQUEST

Mr. Petilos stated that the justification for this store is essentially the same as the Riverton-Herriman request. Population growth is also expected to increase in the Davis County market area. The DABC believes they can better serve customers by adding an additional store between Layton and Bountiful.

MOTION: Mr. Nelson moved to approve the Design and Construction of the Farmington Market Area Liquor Store. The motion was seconded by Mr. Fitzsimmons and passed unanimously

☐ DFCM: UTAH STATE UNIVERSITY STATE FACILITY ENERGY EFFICIENCY FUND

LOAN APPLICATION

Jeff Wrigley from DFCM presented Utah State University's loan request for a lighting project that would be used to install new LED lights in 7 different facilities. The loan is in the amount of \$300K. The estimated payback period is approximately 5.2 years, which will begin at the end of 2017. Actual energy savings will be tracked by using spot metering techniques. If this loan is approved, the Revolving Loan Fund would have an ending balance of \$1.2M.

MOTION: Mr. Snow moved to approve State Facility Energy Efficiency Fund Loan Application for Utah State University. The motion was seconded by Mr. Tanner and passed unanimously.

❑ UTAH STATE FAIR PARK: UPDATE ON DEMOLITION AND THE RODEO ARENA/STADIUM PROJECT

State Fair Park Executive Director, Mr. Mullenax, stated that the demolition phase of the Old Arena was completed in September and that the construction phase of the New Arena began in October, shortly after the State Fair concluded. The project is currently 12% complete and is expected to be completed on July 1, 2017. The New Arena will have upper and lower bowls, and seating for up to 10,000 spectators.

Manufactured soil needed to be brought into the site in order to reach the required soil compaction rates. All building permits required for this project have been secured. Additional storm drains will be installed to the west of the arena, in order to better address inclement weather conditions. The existing building plan will also elevate the arena, which should improve drainage to the existing drain system. The Fair Park has established a 24/7 live construction webcam of the New Arena, which can be viewed here:

https://cameras.liveviewtech.com/network_cameras/public_live_cameras_video/1741

Mr. Snow inquired if a cohesive theme has been chosen for the new and remodeled facilities at the Fair Park. Mr. Mullenax stated that their internal marketing team has addressed this and a cohesive theme will present at the Fair Park.

Mr. Reddoor informed the Board that the recommended funding of capital improvements for the State Fair Park will increase from last year's recommendation of \$1.3M, to \$2.3M.

*The meeting diverted from the original agenda as the University of Utah was running late for their presentation.

❑ ADMINISTRATIVE REPORT FOR UTAH STATE UNIVERSITY

Mr. Berrett with Utah State University presented first. Mr. Berrett reported that 3 Professional Contracts and 6 Construction Contracts were awarded.

- Kaysville Building Addition – awarded to Intertek Architectural Testing for building envelope commissioning. Construction will begin immediately. State High Performance Building Standards will be followed.
- \$150K to finish the Huntsman Library Huntsman Hall
- \$22,221 for the BNR north air handlers

- \$4,901 to build classroom consoles and design
- Various contracts for asbestos abatement

Both the Contingency Reserve Fund and the Project Reserve Fund are in good order. There were four small draws to the Contingency Reserve Fund and one increase in the amount of \$27,940. There was no activity to the Project Reserve Fund.

☐ ADMINISTRATIVE REPORT FOR UDOT

Mr. Griffin presented the administrative report for UDOT.

New Architectural Contracts:

- Tie Fork Rest Area Leach Field Repair – It is anticipated that the repair will be costly, potentially in the \$500K range, which may impact the funds that were originally set aside for new salt storage facilities. UDOT is currently working with DFCM for the design phase of this project. Repairs should begin this Spring.
- 10 Salt Storage Facilities: These facilities are needed to bring UDOT up to compliance with the EPA and the Division of Water Quality.
- Cottonwood Maintenance Facility - The design of the new Cottonwood Maintenance Facility is 99% complete. UDOT and DFCM plan to advertise this project in January, with construction to begin this Spring. Funding for this project will lapse of two fiscal years.
- Snowville Maintenance Facility: The design for the new Snowville Maintenance facility is 80% complete. UDOT and DFCM will advertise this project in February with construction beginning after the new fiscal year. Funding will come from the sale of the now abandoned Clinton Maintenance Station.
- Salt Lake West Maintenance Facility The design of the Salt Lake West Maintenance Facility is just beginning. The existing facility is being demolished due to the extension of the Mountain View Corridor Project. A land swap was just recently completed allowing the design to proceed.

Construction Projects:

- Hooper Maintenance Facility: The new Hooper Maintenance Station is complete.
- Morgan Maintenance Station: The new Morgan Maintenance Station is approximately 50% complete. The new access road and all associated utilities have been completed. The Main building is approximately 60% complete. Work has begun on the salt storage facility and the sander rack has also begun.

☐ ADMINISTRATIVE REPORT FOR DFCM

Assistant Director, Mr. Russell, presented the administrative report for DFCM. There were no significant items on the Lease Report. 28 Professional Agreements and 24 Construction Contracts were issued.

Contingency Reserve Fund:

- Item #3, Murray Highway Patrol Office Roofing
- Item #19, Brigham City National Guard Armory Re-roof

Funds from unallocated roofing used for contracts awards

- Item #15, Tooele ATC Parking Lot Slurry Seal

Funds from unallocated paving used for contract award

- Decreases, Capital Development: Capital Development started period with \$8,396,376 and ended with \$7,821,579, with 6 transfers to projects totaling \$575,261 and 1 transfer to the fund for \$464.
- Decreases, Capital Improvement: Capital Improvement started period with \$6,980,203 and ended with \$6,947,848, with multiple transfers to projects totaling \$387,900 and multiple budgeted contingency transfers of \$355,545 to the fund.
- The Project Reserve fund had one transfer from project for \$420,509, ending balance of \$3,285,856 and Improvement project reserve fund had multiple transfers to the fund of \$780,539 and 1 transfer out totaling \$63,005, ending balance of \$5,455,008.
- Contingency Reserve Fund Analysis: The current projection is an estimated deficit of (\$1,105,805). This is due in large part, to the Legislature taking \$5,000,000 from this fund in FY2017.

❑ ADMINISTRATIVE REPORT FOR THE UNIVERSITY OF UTAH

Mr. Nye presented the administrative report for the University of Utah. 14 Professional Service Agreements and 12 Construction Contracts were issued.

Construction Contracts:

- Item 8; Project 21855; Orthopedic Trauma Surgical Services (OTSS) Remodel This CM/GC contract was issued for pre-construction services only. The balance of the construction costs, estimated at \$9.1 million, will be added by change order after getting subcontractor bids.
- Item 10; Project 70042; UUMC Emergency Manifolds This contract for \$67,409 was awarded directly to Alternative Mechanical Contractors, Inc. due to emergency conditions. During design of a project to upgrade the Hospital's oxygen distribution system, the main oxygen shut off valve developed a major leak due to age (original installation was in 1979) and the amount of pressure exerted by the oxygen flow. This created a dangerous situation that required immediate work without taking the time to obtain bids.

Project Reserve Fund:

- Increases: \$2,276, Sidewalk and Bike Path Improvements
- Decreases: Project 21824; Marriott Library HVAC Controls Upgrade This transfer of \$34,291 provides the funding necessary to award the construction contract after reducing scope to the extent possible and utilizing funds budgeted for soft costs to the extent possible.

Contingency Reserve Fund:

- No Activity to report

FUTURE AGENDA ITEMS

Farewell to Bob Fitch and David Tanner

- Bob Fitch: This is Mr. Fitch's last meeting. He will be serving an LDS Mission in London along with his wife
- David Tanner: Mr. Tanner will be resigning after the March meeting. He will be serving as a Project Manager for the LDS Church in Honolulu, Hawaii.

The Board appreciates both of their service and wishes them well on their new ventures.

□ ADJOURNMENT

MOTION: Mr. Fitch moved to adjourn the meeting. The motion was second by Mr. Tanner and passed unanimously.

The meeting adjourned at 11:19 am.



Utah State Fair Corporation
155 North 1000 West, SLC, Utah 84116
801-538-8400 phone ~ 801-538-8455 fax
www.utahstatefair.com



MEMORANDUM

To: Utah State Building Board
From: Roger Beattie, Chairman of the Board
Utah State Fair Corporation
Date: January 24, 2017
Subject: **Request from Utah State Fair Corporation to name the new multipurpose arena being built at the State Fairgrounds "The Days of 47 Arena" in recognition of their contributions.**
Presenter: Roger Beattie, Chairman of the Board and Larry Mullenax, Executive Director.

Recommendation

Roger Beattie, as Chairman of the Board of the Utah State Fair Corporation, recommends the Building Board approve the request from The Days of 47 Rodeo and Presiding Bishopric of the Church of Jesus Christ of Latter-Day Saints to name the new arena being built on the Fairpark, "The Days of 47 Arena" with final approval conditional on the Days of The 47 Rodeo and the Utah State Fair Corporation reaching an agreement over the use of The Days of 47 Rodeo trademark for marketing purposes and an operating agreement acceptable to both The Days of 47 Rodeo and the Utah State Fair Corporation.

Background

The Days of 47 Rodeo has honored Utah traditions and pioneer heritage for over 100 years. The Church of Jesus Christ of Latter-Day Saints contributed three million dollars to the design and construction a new arena. These funds were combined with other monies contributed to the project by the State of Utah, City of Salt Lake and Salt Lake County ensuring the construction of the arena and the economic development of the Fairpark and to honor and preserve our pioneer heritage.

Respectfully,

Roger Beattie
Chairman of the Board
Utah State Fair Corporation

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
THE PRESIDING BISHOPRIC
50 EAST NORTH TEMPLE STREET, SALT LAKE CITY, UTAH 84150-0018

July 14, 2016

The Office of Gary R. Herbert
350 North State Street, Suite 200
Salt Lake City, Utah 84114

Dear Governor Herbert:

On behalf of the First Presidency and Presiding Bishopric of The Church of Jesus Christ of Latter-day Saints, we are pleased to present the enclosed check for \$3 million to be used for the building of a new multi-purpose arena at the Utah State Fairgrounds as the new home for the Days of '47 Rodeo. It would only seem appropriate that the new arena be named the "Days of '47 Arena" in recognition of the holiday and events for which it is intended.

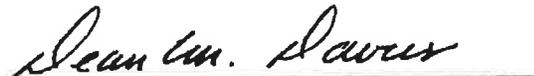
As you know the Utah State Fair (established in 1856) and the Days of '47 Rodeo have honored Utah traditions and pioneer heritage for over 100 years. We acknowledge that these Church funds, along with other state and privately donated funds, will help to ensure a long and fruitful future for the Days of '47 Rodeo. In addition to other economic benefits, this is an important step in making certain we continue to honor the memory and history of our noble pioneer founders for years to come.

We applaud your personal efforts in this initiative and the extraordinary support of the Utah State Legislature. We look forward to this wonderful new facility and raise no objection to your using a portion of the funds to cover design costs of the new facility to help expedite this important project.

Sincerely,

The Presiding Bishopric


Gerald Causse


Dean M. Davies


W. Christopher Waddell



Gary R. Herbert
Governor

Utah State Building Board

3120 State Office Building
Salt Lake City, Utah 84114
Phone (801) 538-3010
Fax (801) 538-3844

MEMORANDUM

To: Utah State Building Board
From: Alan Bachman, Assistant Attorney General
Date: February 1, 2017
Subject: **Five Year Notice of Review and Statement of Continuation for Rule R23-1, Procurement Rules with Numbering Related to the Procurement Code.**
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 R23-1, Procurement Rules with Numbering Related to the Procurement Code, is due for review; therefore, the "Five Year Notice of Review and Statement of Continuation" must be filed with the Division of Administrative Rules on or before May 3, 2017.

Recommendation:

It is recommended that the Board authorize the filing of the "Five Year Notice of Review and Statement of Continuation" for Rule R23-1 at the scheduled Board meeting on February 1, 2017. If we were to recommend any amendments to this Rule, it would be after the 2017 Legislative Session in order to find out what code changes may be considered by the Utah Legislature.

Background:

Rule R23-1, under the authority of the Board, applies to procurements by the Division of Facilities Construction and Management. This Rule was recently amended by your Board effective March 3, 2015. A copy of Rule R23-1 is attached.

AB/ser

Attachment: Copy of Utah Administrative Code Rule R23-1

FIVE-YEAR NOTICE OF REVIEW AND STATEMENT OF CONTINUATION

Rule Information

DAR file no: _____ Date filed: _____
 State Admin Rule Filing Key: 158327
 Utah Admin. Code ref. (R no.): R23-1

Agency Information

1. Agency: ADMINISTRATIVE SERVICES - Facilities Construction and Management

Room no.: 4110
 Building: STATE OFFICE BLDG
 Street address 1: 450 N STATE ST
 Street address 2:
 City, state, zip: SALT LAKE CITY UT 84114-1201
 Mailing address 1: PO BOX 141160
 Mailing address 2:
 City, state, zip: SALT LAKE CITY UT 84114-1160

Contact person(s):

Name:	Phone:	Fax:	E-mail:	Remove:
Alan Bachman	801-538-3105	801-538-3313	abachman@utah.gov	
Jeff Reddoor	801-971-9830		jreddoor@utah.gov	
Simone Rudas	801-538-3240		srudas@utah.gov	

(Interested persons may inspect this filing at the above address or at DAR during business hours)

Rule Title

2. Title of rule or section (catchline):
 Procurement Rules with Numbering Related to the Procurement Code

Rule Provisions

3. A concise explanation of the particular statutory provisions under which the rule is enacted and how these provisions authorize or require the rule:
 R23-1 is enacted and authorized under Utah Code 63G-6a which governs state procurement, and Utah Code 63A-5-103(1)(e) which requires the State Building Board to make rules.

Content Summary

4. A summary of written comments received during and since the last five-year review of the rule from interested persons supporting or opposing the rule:
 No comments have been received since the last five-year review.

Justification Information

5. A reasoned justification for continuation of the rule, including reasons why the agency disagrees with comments in opposition to the rule, if any:
 The rule should be continued because it is required under Utah Code 63A-5-103(1)(e).

Indexing Information

6. Indexing information - keywords (maximum of four, one term per field, in lower case, except for acronyms (e.g., "GRAMA") or proper nouns (e.g., "Medicaid")):
contracts, procurement, public buildings

File Information

7. Attach an RTF document containing the text of this rule change (filename):
No document is associated with this filing.

To the Agency

Information requested on this form is required by Section 63G-3-305. Incomplete forms will be returned to the agency for completion, possibly delaying the effective date.

Agency Authorization

Agency head or designee, and title: Jeff Reddoor
State Building Board Manager Date (mm/dd/yyyy):

R23. Administrative Services, Facilities Construction and Management.

R23-1. Procurement Rules with Numbering Related to the Procurement Code.

R23-1-101. Scope of the Rules and Compliance by Using Agencies.

(1) Rule R23-1 applies to procurements by the Division of Facilities Construction and Management. This includes the procurement of construction, architects, engineers, design services and all other professional services and procurements related to design or construction by the Division of Facilities Construction and Management as well as other procurement items within the rule authorization of the Division of Facilities Construction and Management. Using Agencies are required to comply with these rules to extent required by the Utah Code.

(2) The statutory provisions governing the procurement referred to in R23-1-101(1) above are provided in the Utah Procurement Code, Title 63G, Chapter 6a of the Utah Code as well as Title 63A, Chapter 5 of the Utah Code.

R23-1-102. Definitions.

Terms used in this R23-1 are defined in Sections 63G-6a-103 and 104 of the Utah Procurement Code. In addition:

(1) "Actual Costs" means direct and indirect costs which have been incurred for services rendered, supplies delivered, or construction built, as distinguished from allowable costs.

(2) "Adequate Price" Competition means:

(a) when a minimum of two competitive bids, proposals, or quotes are received from responsive bidders or offerors.

(3) "Acquiring Agency" is a conducting procurement unit subject to Section 63F-1-205 acquiring new technology or technology as therein defined.

(4) "Bid Bond" is an insurance agreement, accompanied by a monetary commitment, by which a third party (the Surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

(5) "Bid Rigging" means agreement among potential competitors to manipulate the competitive bidding process, for example, by agreeing not to bid, to bid a specific price, to rotate bidding, or to give kickbacks.

(6) "Bid Security" means the deposit of cash, certified check, cashier's check, bank draft, money order, or bid bond submitted with a bid and serving to guarantee to the owner that the bidder, if awarded the contract, will execute such contract in accordance with the bidding requirements and the contract documents.

(7) "Board" means the State Building Board established pursuant to Section 63A-5-101.

(8) "Brand Name or Equal Specification" means a specification which uses a brand name specification to describe the standard of quality, performance, and other characteristics being solicited, and which invites the submission of equivalent products.

(9) "Brand Name Specification" means a specification identifying one or more products by manufacturer name, product name, unique product identification number, product description, SKU or catalogue number.

(10) "Collusion" means when two or more persons act together to achieve a fraudulent or unlawful act. Collusion inhibits free and open competition in violation of law.

(11) "Cost Analysis" means the evaluation of cost data for the purpose of arriving at estimates of costs to be incurred, prices to be paid, costs to be reimbursed, or costs actually incurred.

(12) "Cost Data" means factual information concerning the cost of labor, material, overhead, and other cost elements which are expected to be incurred or which have been actually incurred by the contractor in performing the contract.

(13) "Cronyism" is an anticompetitive practice that may violate federal and state antitrust and procurement laws. Cronyism in government contracting is a form of favoritism where contracts are awarded on the basis of friendships, associations or political connections instead of fair and open competition.

(14) "Director" means the Director of the Division, including, unless otherwise stated, the Director's duly authorized designee.

(15) "Division" means the Division of Facilities Construction and Management established pursuant to Section 63A-5-201.

(16) "Mandatory Requirement" means a condition set out in the specifications/statement of work that must be met without exception.

(17) "Minor Irregularity" is a variation from the solicitation that does not affect the price of the bid, offer, or contract or does not give a bidder/offeror an advantage or benefit not shared by other bidders/offerors, or does not adversely impact the interests of the procurement unit.

(18) "New Technology" means any invention, discovery, improvement, or innovation, that was not available to the acquiring agency on the effective date of the contract, whether or not patentable, including, but not limited to, new processes, emerging technology, machines, and improvements to, or new applications of, existing processes, machines, manufactures and software. Also included are new computer programs, and improvements to, or new applications of, existing computer programs, whether or not copyrightable and any new process, machine, including software, and improvements to, or new applications of, existing processes, machines, manufactures and software.

(19) "Participating Addendum" means an agreement issued in conjunction with a Cooperative Contract that authorizes a public entity to use the Cooperative Contract.

(20) "Payment Bond" is a bond that guarantees payment for labor and materials expended on the contract.

(21) "Price Analysis" means the evaluation of price data without analysis of the separate cost components and profit.

(22) "Price Data" means factual information concerning prices for procurement items.

(23) "Record" shall have the meaning defined in Section 63G-2-103 of the Government Records Access and Management Act (GRAMA).

(24) "Section and Subsection" refers to the Utah Code.

(25) "Solicitations," in addition to the definition in 63G-6a -103 (48) also includes all documents, whether attached or incorporated by reference to the solicitation.

(26) "Surety bond" (performance bond) means a promise to pay one the oblige (owner) a certain amount if the principal (contractor) fails to meet some obligation, such as fulfilling the terms of a contract. The surety bond protects the oblige (owner) against losses resulting from the principal's failure to meet the obligation. In the event that the obligations are not met, the oblige (owner), will recover its losses via the bond.

(27) "Technology" means any type of technology defined in Section 63F-1-102(8).

(28) "Using Agency" means any state agency or any political subdivision of the state which utilizes the services procured under this Rule 23-1.

R23-1-103. Division is Issuing and Conducting Procurement Unit.

The Division is both the issuing and conducting procurement unit for procurements under this Rule R23-1.

R23-1-201. Director Appoint to Policy Board, Building Board Rules Authority.

(1) The Director shall appoint a representative to serve on the Utah State Procurement Policy Board.

(2) In accordance with Section 63G-6a-204(2), the Board rules governing procurement of construction, architect-engineer services, and leases apply to the procurement of construction, architect-engineer services, and leases of real property by the Division.

R23-1-301. Relationship with the Division of Purchasing and General Services.

(1) The Division recognizes the provisions of Part 3 of the Utah Procurement Code regarding the Chief Procurement Officer. The Division may participate as needed or required with trainings provided by the Division of Purchasing and General Services.

(2) The Director's responsibilities are provided in Title 63a, Chapter 5 of the Utah Code.

R23-1-401. Prequalification of Potential Vendors.

General procurement provisions, including prequalification of potential vendors, approved vendor lists, and small purchases shall be conducted in accordance with the requirements set forth in Sections 63G-6a-402 through 408. All definitions in the Utah Procurement Code shall apply to this Rule R23-1-4-4 unless otherwise specified in Rule 23-1. This Rule R23-4 provides additional requirements and procedures and must be used in conjunction with the Procurement Code.

R23-1-402. Thresholds for Approved Vendor Lists.

(1) Public entities may establish approved vendor lists in accordance with the requirements of Sections 63G-6a-403 and 63G-6a-404.

(a) Contracts or purchases from an approved vendor list may not exceed the following thresholds:

(i) Construction Projects: \$2,500,000 per contract, for direct construction costs, including design and allowable furniture or equipment costs, awarded using an invitation for bids or a request for proposals;

(ii) Professional and General Services, including architectural and engineering services: \$100,000; and

(b) Thresholds for other approved vendor lists may be established by the Director.

R23-1-403. Specifications.

(1) Solicitation documents shall include specifications for the procurement item(s).

(2) Specifications shall be drafted with the objective of clearly describing the Division's requirements and encouraging competition.

(a) Specifications shall emphasize the functional or performance criteria necessary to meet the needs of the Division.

(3) Persons with a conflict of interest, or who anticipate responding to the proposal for which the specifications are written, may not participate in writing specifications. The Division may retain the services of a person to assist in writing specifications, scopes of work, requirements, qualifications, or other components of a solicitation. However the person assisting in writing specifications shall not, at any time during the procurement process, be employed in any capacity by,

nor have an ownership interest in, an individual, public or private corporation, governmental entity, partnership, or unincorporated association bidding on or submitting a proposal in response to the solicitation.

(a) This Rule R23-1-403(3) does not apply to the following:

(i) a design build construction project;

(ii) provisions in specifications provided by the designer when the source of the specification is identified and it is not designed to be an impermissible sole source (a sole source that does not comply with the Utah Procurement Code and the applicable administrative rules); and

(iii) other procurements determined in writing by the Director.

(b) Violations of this Rule R23-1-403(3) may result in:

(i) the bidder or offeror being declared ineligible for award of the contract;

(ii) the solicitation being canceled;

(iii) termination of an awarded contract; or

(iv) any other action determined to be appropriate by the Director.

(4) Brand Name or Equal Specifications.

(a) Brand name or equal specifications may be used when:

(i) "or equivalent" reference is included in the specification; and,

(ii) as many other brand names as practicable are also included in the specification.

(b) Brand name or equal specifications shall include a description of the particular design and functional or performance characteristics which are required. Specifications unique to the brands shall be described in sufficient detail that another person can respond with an equivalent brand.

(c) When a manufacturer's specification is used in a solicitation, the solicitation shall state the minimum acceptable requirements of an equivalent. When practicable, the Division shall name at least three manufacturer's specifications.

(5) Brand Name Sole Source Requirements.

(a) If only one brand can meet the requirement, the Division shall conduct the procurement in accordance with 63G-6a-802 and shall solicit from as many providers of the brand as practicable; and.

(b) If there is only one provider that can meet the requirement, the Division shall conduct the procurement in accordance with Section 63G-6a-802.

R23-1-404. Small Purchases (Commodities).

Small purchases shall be conducted in accordance with the requirements set forth in Section 63G-6a-408. This administrative rule provides additional requirements and procedures and must be used in conjunction with the Procurement Code.

(1) "Small Purchase" means a procurement conducted by the Division that does not require the use of a standard procurement process.

(2) Small Purchase thresholds for commodities:

(a) The "Individual Procurement" threshold is a maximum amount of \$1,000 for a procurement item;

(i) For individual procurement item(s) costing up to \$1,000, the Division may select the best source by direct award and without seeking competitive bids or quotes.

(a) The single procurement aggregate threshold is a maximum amount of \$5,000 for multiple procurement item(s) purchased from one source at one time; and

(b) The annual cumulative threshold from the same source is a maximum amount of \$50,000.

(3) Whenever practicable, the Division shall use a rotation system or other system designed to allow for competition when using the small purchases process for commodities.

R23-1-405. Small Purchases Threshold for Architectural and Engineering Services.

(1) The small purchase threshold for architectural or engineering services is a maximum amount of \$100,000.

(2) Architectural or engineering services may be procured up to a maximum of \$100,000, by direct negotiation.

(3) The Division shall follow the process described in Section 63G-6a-403 to prequalify potential vendors and Section 63G-6a-404 if the Division develops an approved vendor list, or Part 15 of the Utah Procurement Code for the selection of architectural and engineering services.

(4) The Division shall include minimum specifications when using the small purchase threshold for architectural and engineering services.

R23-1-406. Small Purchases Threshold for Construction Projects.

(1) The small construction project threshold is a maximum of \$2,500,000 for direct construction costs, including design and allowable furniture or equipment costs;

(2) The Division shall follow the process described in the Section 63G-6a-403 to prequalify potential vendors and Section 63G-6a-404 to develop an Approved Vendor List or other applicable selection methods described in the Utah Procurement Code for construction services.

(3) The Division shall include minimum specifications when using the small purchases threshold for construction projects.

(4) The Director may procure small construction projects up to a maximum of \$25,000 by direct award without seeking competitive bids or quotes after documenting that all building code approvals, licensing requirements, permitting, and other construction related requirements are met. The awarded contractor must certify that they are capable of meeting the minimum specifications of the project.

(5) The Director may procure small construction projects costing more than \$25,000 up to a maximum of \$100,000 by obtaining a minimum of two competitive quotes that include minimum specifications and shall award to the contractor with the lowest quote that meets the specifications after documenting that all applicable building code approvals, licensing requirements, permitting and other construction related requirements are met.

(6) The Division shall procure construction projects over \$100,000 using an invitation to bid, request for proposals, approved vendor list, or other approved source selection method provided in the Utah Procurement Code.

R23-1-407. Quotes for Small Purchases of Commodities from \$1,001 to \$50,000.

The following applies to commodities:

(1) For procurement item(s) where the cost is greater than \$1,000 but up to a maximum of \$5,000, the Division shall obtain a minimum of two competitive quotes, which may be by email, phone or verbal, that include minimum specifications and shall purchase the procurement item from the responsible vendor offering the lowest quote that meets the specifications.

(2) For procurement item(s) where the cost is greater than \$5,000 up to a maximum of \$50,000, the Division shall obtain a minimum of two competitive quotes, that include minimum specifications, which must be communicated to the proposed vendors in writing, and shall purchase the procurement item from the responsible vendor offering the lowest quote that meets the

specifications.

(3) For procurement item(s) costing over \$50,000, the Division shall conduct an invitation for bids or other procurement process outlined in the Utah Procurement Code.

(4) The names of the vendors offering quotations and bids and the date and amount of each quotation or bid shall be recorded and maintained as a governmental record.

R23-1-408. Small Purchases of Services of Professionals, Providers, and Consultants.

(1) The small purchase threshold for professional service providers and consultants is a maximum amount of \$100,000.

(2) After reviewing the qualifications, the Director may obtain professional services or consulting services up to a maximum of \$100,000 by direct negotiation.

R23-1-501. Request for Information.

In addition to the requirements of Part 5 of the Utah Procurement Code, a Request for Information should indicate the procedure for business confidentiality claims and other protections provided by the Utah Government Records and Access Management Act.

R23-1-601. Competitive Sealed Bidding; Multiple Stage Bidding; Reverse Auction.

Competitive Sealed Bidding shall be conducted in accordance with the requirements set forth in Sections 63G-6a-601 through 63G-6a-612. All definitions in the Utah Procurement Code shall apply to this Rule unless otherwise specified in this Rule. This administrative rule provides additional requirements and procedures and must be used in conjunction with the Procurement Code.

R23-1-602. Bidder Submissions.

(1) The invitation for bids shall include the information required by Section 63G-6a-603 and shall also include a "Bid Form" or forms, which shall provide lines for each of the following:

- (a) the bidder's bid price;
- (b) the bidder's acknowledged receipt of addenda issued by the procurement unit;
- (c) the bidder to identify other applicable submissions; and (d) the bidder's signature

(2) Bidders may be required to submit descriptive literature and/or product samples to assist the Director in evaluating whether a procurement item meets the specifications and other requirements set forth in the invitation to bid.

(a) Product samples must be furnished free of charge unless otherwise stated in the invitation for bids, and if not destroyed by testing, will upon written request within any deadline stated in the invitation for bids, be returned at the bidder's expense. Samples must be labeled or otherwise identified as specified in the invitation for bids by the procurement unit.

(3) The provisions of Rule R23-1-705 shall apply to protected records.

(4) Bid, payment and performance bonds or other security may be required for procurement items as set forth in the invitation for bids. Bid, payment and performance bond amounts shall be as prescribed by applicable law or must be based upon the estimated level of risk associated with the procurement item and may not be increased above the estimated level of risk with the intent to reduce the number of qualified bidders.

R23-1-603. Pre-Bid Conferences and Site Visits.

(1) Except as authorized in writing by the Director, pre-bid conferences and site visits must

require mandatory attendance by all bidders.

- (a) A pre-bid conference may be attended via the following:
 - (i) attendance in person;
 - (ii) teleconference participation;
 - (iii) webinar participation;
 - (iv) participation through other electronic media approved by the Director.
- (b) Mandatory site visits must be attended in person.
- (c) All pre-bid conferences and site visits must be attended by an authorized representative of the person or vendor submitting a bid and as may be further specified in the procurement documents.
- (d) The solicitation must state that failure to attend a mandatory pre-bid conference shall result in the disqualification of any bidder that does not have an authorized representative attend the entire duration of the mandatory pre-bid conference.
- (e) The solicitation must state that failure to attend a mandatory site visit shall result in the disqualification of any bidder that does not have an authorized representative attend the entire duration of the mandatory site visit.
- (f) At the discretion of the conducting procurement unit, audio or video recordings of pre-bid conferences and site visits may be used.
- (g) Listening to or viewing audio or video recordings of a mandatory pre-bid conference or site visit may not be substituted for attendance.
 - (2) If a pre-bid conference or site visit is held, the Division shall maintain:
 - (a) an attendance log including the name of each attendee, the entity the attendee is representing, and the attendee's contact information;
 - (b) minutes, if there are any, of the pre-bid conference or site visit;
 - (c) copies of any documents distributed by the Division to the attendees at the pre-bid conference or site visit; and
 - (d) any verbal modifications made to any of the solicitation documents. All verbal modifications to the solicitation documents shall be reduced to writing.
 - (3) The Division shall publish as an Addendum to the solicitation, the information in R23-1-603 (2)(a) above.

R23-1-604. Addenda to Invitation for Bids.

Prior to the submission of bids, a procurement unit may issue addenda which may modify any aspect of the Invitation for Bids.

- (1) Addenda shall be distributed within a reasonable time to allow prospective bidders to consider the addenda in preparing bids.
- (2) After the due date and time for submitting bids, at the discretion of the Director, addenda to the Invitation for Bids may be limited to bidders that have submitted bids, provided the addenda does not make a substantial change to the Invitation for Bids that, in the opinion of the Director, likely would have impacted the number of bidders responding to the Invitation for Bids.

R23-1-605. Bids and Modifications to a Bid Received After the Due Date and Time.

- (1) Bids and modifications to a bid submitted electronically or by physical delivery, after the established due date and time, will not be accepted for any reason, except as determined in R23-1-605(4).
- (2) When submitting a bid or modification electronically, bidders must allow sufficient

time to complete the online forms and upload documents. The solicitation will end at the closing time posted in the electronic system. If a bidder is in the middle of uploading a bid when the closing time arrives, the system will stop the process and the bid or modification to the bid will not be accepted.

(3) When submitting a bid or modification to a bid by physical delivery (U.S. Mail, courier service, hand-delivery, or other physical means) bidders are solely responsible for meeting the deadline. Delays caused by a delivery service or other physical means will not be considered as an acceptable reason for a bid or modification to a bid being late.

(4) All bids or modifications to bids received by physical delivery will be date and time stamped by the procurement unit.

(5) To the extent that an error on the part of the Division results in a bid or modification to a bid not being received by the established due date and time, the bid or modification to a bid shall be accepted as being on time.

R23-1-606. Errors in Bids.

The following shall apply to the correction or withdrawal of an inadvertently erroneous bid, or the cancelation of an award or contract that is based on an unintentionally erroneous bid. A decision to permit the correction or withdrawal of a bid or the cancellation of any award or a contract under this Rule shall be supported in a written document, signed by the Director.

(1) Errors attributed to a bidder's error in judgment may not be corrected.

(2) Provided that there is no change in bid pricing or the cost evaluation formula, errors not attributed to a bidder's error in judgment may be corrected if it is in the best interest of the procurement unit and correcting the mistake maintains the fair treatment of other bidders.

(a) Examples include:

(i) missing signatures,

(ii) missing acknowledging receipt of an addendum;

(iii) missing copies of professional licenses, bonds, insurance certificates, provided that copies are submitted by the deadline established by the Director to correct this mistake;

(iv) typographical errors;

(v) mathematical errors not affecting the total bid price; or (vi) other errors deemed by the Director to be immaterial or inconsequential in nature.

(3) The Director shall approve or deny, in writing, a bidder's request to correct or withdraw a bid.

(4) Corrections or withdrawal of bids shall be conducted in accordance with Section 63G-6a-605.

(5) If there is any deficiency or failure to submit a required sublist and/or "bid" bond, the Division may request that the bidder who is not in compliance, submit the required sublist and/or "bid" bond by 5 p.m. of the next business day after notice is provided by the Division. Failure to cure the deficiency or failure to submit any required sublist and/or "bid" bond by 5:00 p.m. of the next business day after notice is provided by the Division shall make the bidder ineligible for consideration of award of the contract.

R23-1-607. Errors Discovered After the Award of Contract.

(1) Errors discovered after the award of a contract may only be corrected if, after consultation with the Director and the attorney general's office, it is determined that the correction of the mistake does not violate the requirements of the Utah Procurement Code or these administrative

rules.

(2) Any correction made under this subsection must be supported by a written determination signed by the Director.

R23-1-608. Re-solicitation of a Bid.

(1) Re-solicitation of a bid may occur only if the Director determines that:

- (a) A material change in the scope of work or specifications has occurred;
- (b) procedures outlined in the Utah Procurement Code were not followed;
- (c) additional public notice is desired;
- (d) there was a lack of adequate competition; or
- (e) other reasons exist that are in the best interests of the procurement unit.

(2) Re-solicitation may not be used to avoid awarding a contract to a qualified vendor in an attempt to steer the award of a contract to a favored vendor.

R23-1-609. Only One Bid Received.

(1) If only one responsive and responsible bid is received in response to an Invitation for Bids, including multiple stage bidding, an award may be made to the single bidder if the Director determines that the price submitted is fair and reasonable, and that other prospective bidders had a reasonable opportunity to respond, or there is not adequate time for re-solicitation. Otherwise, the bid may be rejected and:

- (a) a new invitation for bids solicited;
- (b) the procurement canceled; or
- (c) the procurement may be conducted as a sole source under Section 63G-6a-802.

R23-1-610. Multiple or Alternate Bids.

(1) Multiple or alternate bids will not be accepted, unless otherwise specifically required or allowed in the invitation for bids.

(2) If a bidder submits multiple or alternate bids that are not requested in the invitation for bids, the Director will only accept the bidder's primary bid and will not accept any other bids constituting multiple or alternate bids.

R23-1-611. Methods to Resolve Tie Bids.

(1) In accordance with Section 63G-6a-608, in the event of tie bids, the contract shall be awarded to the procurement item offered by a Utah resident bidder, provided the bidder indicated on the invitation to bid form that it is a Utah resident bidder.

(2) If a Utah resident bidder is not identified, an acceptable method when there are two tie bids shall be for the Director to toss a coin in the presence of a minimum of three witnesses with the firm first in alphabetical order being "heads."

(3) Other methods to resolve a tie bid described in Section 63G-6a-608 may be used as deemed appropriate by the Director.

R23-1-612. Publication of Award.

(1) The Division shall, on the day on which the award of a contract is announced, make available to each bidder and to the public a notice that includes:

(a) the name of the bidder to which the contract is awarded and the price(s) of the procurement item(s); and

- (b) the names and the prices of each bidder to which the contract is not awarded.

R23-1-613. Multiple Stage Bidding Process.

Multiple stage bidding shall be conducted in accordance with the requirements set forth in Section 63G-6a-609, Utah Procurement Code.

(1) The Director may hold a pre-bid conference as described in Rule R33-6-103 to discuss the multiple stage bidding process or for any other permissible purpose.

R23-1-614. Technology Acquisitions.

(1) The Division in an Invitation for Bids may state that at any time during the term of a contract, that the Division may undertake a review in consultation with the Utah Technology Advisory Board and the Department of Technology Services to determine whether a new technology exists that is in the best interest of the acquiring agency, taking into consideration cost, life-cycle, references, current customers, and other factors and that the acquiring agency reserves the right to:

- (a) negotiate with the contractor for the new technology, provided the new technology is substantially within the original scope of work;
- (b) terminate the contract in accordance with the existing contract terms and conditions; or
- (c) conduct a new procurement for an additional or supplemental contract as needed to take into account new technology.

(2) Subject to the provisions of Section 63G-6a-802, the trial use or testing of new technology may be permitted for a duration not to exceed the maximum time necessary to evaluate the technology.

R23-1-615. Subcontractor Lists.

The Division may not consider, or award to, any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of Section 63A-5-208 and this Rule. For purposes of this Rule R23-1-615, the definitions of Section 63A-5-208 shall be applicable. Within 24 hours after the bid opening time, not including Saturdays, Sundays and state holidays, the apparent lowest three bidders, as well as other bidders that desire to be considered, shall submit to the Division a list of their first-tier subcontractors that are in excess of the dollar amounts stated in Subsection 63A-5-208(3)(a)(i)(A).

- (1) The subcontractor list shall include the following:
 - (a) the type of work the subcontractor is to perform;
 - (b) the subcontractor's name;
 - (c) the subcontractor's bid amount;
 - (d) the license number of the subcontractor issued by the Utah Division of Occupational and Professional Licensing, if such license is required under Utah law; and
 - (e) the impact that the selection of any alternate included in the solicitation would have on the information required by this Subsection (14).

(2) The contract documents for a specific project may require that additional information be provided regarding any contractor, subcontractor, or supplier.

(3) If pursuant to Subsection 63A-5-208(4), a bidder intends to perform the work of a subcontractor or obtain, at a later date, a bid from a qualified subcontractor, the bidder shall:

- (a) comply with the requirements of Section 63A-5-208 and
- (b) clearly list himself/herself on the subcontractor list form.
- (4) Errors on the subcontractor list will not disqualify the bidder if the bidder can

demonstrate that the error is a result of his reasonable reliance on information that was provided by the subcontractor and was used to meet the requirements of this section, and, provided that this does not result in an adjustment to the bidder's contract amount.

(5) Pursuant to Sections 63A-5-208 and 63G-2-305, information contained in the subcontractor list submitted to the Division shall be classified public except for the amount of subcontractor bids which shall be classified as protected until a contract has been awarded to the bidder at which time the subcontractor bid amounts shall be classified as public. During the time that the subcontractor bids are classified protected, they may only be made available to procurement and other officials involved with the review and approval of bids.

(6) Change of Listed Subcontractors. Subsequent to twenty-four hours after the bid opening, the contractor may change his listed subcontractors only after receiving written permission from the Director based on complying with all of the following:

(a) The contractor has established in writing that the change is in the best interest of the State and that the contractor establishes an appropriate reason for the change, which may include, but is not limited to, the following reasons:

(i) the original subcontractor has failed to perform, or is not qualified or capable of performing

(ii) the subcontractor has requested in writing to be released

(b) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors;

(c) Any requirement set forth by the Director to ensure that the process used to select a new subcontractor does not give rise to bid shopping;

(d) Any increase in the cost of the subject subcontractor work shall be borne by the contractor; and

(e) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.

R23-1-616. Bids Over Budget.

(1) In the event all bids for a construction project exceed available funds as certified by the appropriate fiscal officer, and the low responsive and responsible bid does not exceed those funds by more than 5%, the Director may, where time or economic considerations preclude resolicitation of work of a reduced scope, negotiate an adjustment of the bid price, including changes in the bid requirements, with the low responsive and responsible bidder in order to bring the bid within the amount of available funds.

(2) As an alternative to the procedure authorized in Subsection (1), when all bids for a construction project exceed available funds as certified by the Director, and the Director finds that due to time or economic considerations the re-solicitation of a reduced scope of work would not be in the interest of the state, the Director may negotiate an adjustment in the bid price using one of the following methods:

(a) reducing the scope of work in specific subcontract areas and supervising the re-bid of those subcontracts by the low responsive and responsible bidder;

(b) negotiating with the low responsive and responsible bidder for a reduction in scope and cost with the value of those reductions validated in accordance with Section R23-1-50; or

(c) revising the contract documents and soliciting new bids only from bidders who submitted a responsive bid on the original solicitation. This re-solicitation may have a shorter bid response time than otherwise required.

(3) The use of one of the alternative procedures provided for in this subsection (2) must provide for the fair and equitable treatment of bidders.

(4) The Director's written determination, including a brief explanation of the basis for the decision shall be included in the contact file.

(5) This Rule does not restrict in any way, the right of the Director to use any emergency or sole source procurement provisions, or any other applicable provisions of State law or rule which may be used to award the construction project.

R23-1-701. Conducting the Request for Proposals Standard Procurement Process.

Request for Proposals shall be conducted in accordance with the requirements set forth in Sections 63G-6a-701 through 63G-6a-711, Utah Procurement Code. All definitions in the Utah Procurement Code shall apply to this Rule unless otherwise specified in this Rule. This administrative rule provides additional requirements and procedures and must be used in conjunction with the Procurement Code.

R23-1-702. Content of the Request for Proposals.

(1) In addition to the requirements set forth under Section 63G-6a-703, the request for proposals solicitation shall include:

(a) a description of the format that offerors are to use when submitting a proposal including any required forms; and

(b) instructions for submitting price.

(2) The Division is responsible for all content contained in the request for proposals solicitation documents, including:

(a) reviewing all schedules, dates, and timeframes;

(b) approving content of attachments;

(c) providing the Division with redacted documents, as applicable;

(d) assuring that information contained in the solicitation documents is public information;

and

(e) understanding the scope of work, all evaluation criteria, requirements, factors, and formulas to be used in determining the scoring of proposals; and

(f) the requirements of Section 63G-6a-402(6).

R23-1-703. Multiple Stage RFP Process.

(1) In addition to the requirements set forth under Section 63G-6a-710, the multiple stage request for proposals solicitation shall include:

(a) a description of the stages and the criteria and scoring that will be used to evaluate proposals at each stage; and

(b) the methodology used to determine which proposals shall be disqualified from additional stages.

R23-1-704. (Reserved for Expansion).

Reserved.

R23-1-705. Protected Records.

(1) The following are protected records and may be redacted by the vendor subject to the procedures described below in accordance with the Governmental Records Access and Management

Act (GRAMA) Title 63G, Chapter 2 of the Utah Code.

(a) Trade Secrets, as defined in Section 13-24-2 of the Utah Code.

(b) Commercial information or non-individual financial information subject to the provisions of Section 63G-2-305(2).

(c) Other Protected Records under GRAMA.

(2) Process For Requesting Non-Disclosure. Any person requesting that a record be protected shall include with the proposal or submitted document:

(a) a written indication of which provisions of the proposal or submitted document are claimed to be considered for business confidentiality or protected (including trade secrets or other reasons for non-disclosure under GRAMA); and

(b) a concise statement of the reasons supporting each claimed provision of business confidentiality or protected.

R23-1-706. Notification.

(1) A person who complies with Rule R23-1-705 shall be notified by the procurement unit prior to the public release of any information for which a claim of confidentiality has been asserted.

(2) Except as provided by court order, the procurement unit to whom the request for a record is made under GRAMA, may not disclose a record claimed to be protected under Rule R23-1-705 but which the procurement unit or State Records Committee determines should be disclosed until the period in which to bring an appeal expires or the end of the appeals process, including judicial appeal, is reached. This Rule R23-1-706 does not apply where the claimant, after notice, has waived the claim by not appealing or intervening before the State Records Committee. To the extent allowed by law, the parties to a dispute regarding the release of a record may agree in writing to an alternative dispute resolution process.

(3) Any allowed disclosure of public records submitted in the request for proposal process will be made only after the selection of the successful offeror(s) has been made public in compliance with Section 63G-6a-709.5.

R23-1-707. Process for Submitting Proposals with Protected Business Confidential Information.

(1) If an offeror submits a proposal that contains information claimed to be business confidential or protected information, the offeror must submit two separate proposals:

(a) One redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and

(b) One non-redacted version for evaluation purposes clearly marked as "Protected Business Confidential."

(i) Pricing may not be classified as business confidential and will be considered public information.

(ii) An entire proposal may not be designated as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY" and shall be considered non-responsive unless the offeror removes the designation.

R23-1-708. Pre-Proposal Conferences and Site Visits.

(1) Except as authorized in writing by the Director, pre-proposal conferences and site visits must require mandatory attendance by all offerors.

(a) A pre-proposal conference may be attended via the following:

- (i) attendance in person;
 - (ii) teleconference participation;
 - (iii) webinar participation;
 - (iv) participation through other electronic media approved by the Director.
- (b) Mandatory site visits must be attended in person.
- (c) All pre-proposal conferences and site visits must be attended by an authorized representative of the person or vendor submitting a proposal and as may be further specified in the procurement documents.
- (d) The solicitation must state that failure to attend a mandatory pre-proposal conference shall result in the disqualification of any offeror that does not have an authorized representative attend the entire duration of the mandatory pre-proposal conference.
- (e) The solicitation must state that failure to attend a mandatory site visit shall result in the disqualification of any offeror that does not have an authorized representative attend the entire duration of the mandatory site visit.
- (f) At the discretion of the conducting procurement unit, audio or video recordings of pre-proposal conferences and site visits may be used.
- (g) Listening to or viewing audio or video recordings of a mandatory pre-proposal conference or site visit may not be substituted for attendance.
- (2) If a pre-proposal conference or site visit is held, the Division unit shall maintain:
- (a) an attendance log including the name of each attendee, the entity the attendee is representing, and the attendee's contact information;
 - (b) minutes, if there are any, of the pre-proposal conference or site visit;
 - (c) copies of any documents distributed by the Division to the attendees at the pre-proposal conference or site visit;
 - (d) any verbal modification made to any of the solicitation documents. All verbal modifications to the solicitation documents shall be reduced to writing.
- (3) The Division shall publish as an addendum to the solicitation, the information in R23-1-708(2)(a) above.

R23-1-709. Addenda to Request for Proposals.

- (1) Addenda to the Request for Proposals may be made for the purpose of:
- (a) making changes to:
 - (i) the scope of work;
 - (ii) the schedule;
 - (iii) the qualification requirements;
 - (iv) the criteria;
 - (v) the weighting; or
 - (vi) other requirements of the Request for Proposal.
 - (b) Addenda shall be published within a reasonable time prior to the deadline that proposals are due, to allow prospective offerors to consider the addenda in preparing proposals. Publication at least 5 calendar days prior to the deadline that proposals are due shall be deemed a reasonable time. Minor addenda and urgent circumstances may require a shorter period of time.
- (2) After the due date and time for submitting a response to Request for Proposals, at the discretion of the Director, addenda to the Request for Proposals may be limited to offerors that have submitted proposals, provided the addenda does not make a substantial change to the Request for Proposals that, in the opinion of the Director likely would have impacted the number of Offerors

responding to the original publication of the Request for Proposals.

R23-1-710. Modification or Withdrawal of Proposal Prior to Deadline.

A proposals may be modified or withdrawn prior to the established due date and time for responding.

R23-1-711. Proposals and Modifications, Delivery and Time Requirements.

(1) Except as provided in R23-1-711(5) below, proposals and modifications to a proposal submitted electronically or by physical delivery, after the established due date and time, will not be accepted for any reason.

(2) When submitting a proposal or modification to a proposal electronically, offerors must allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time posted in the electronic system. If an offeror is in the middle of uploading a proposal when the closing time arrives, the system should stop the process and the proposal or modification to a proposal will not be accepted.

(3) When submitting a proposal or modification to a proposal by physical delivery (U.S. Mail, courier service, hand-delivery, or other physical means) offerors are solely responsible for meeting the deadline. Delays caused by a delivery service or other physical means will not be considered as an acceptable reason for a proposal or modification to a proposal being late.

(4) All proposals or modifications to proposals received by physical delivery will be date and time stamped by the Division.

(5) To the extent that an error on the part of the Division results in a proposal or modification to a proposal not being received by the established due date and time, the proposal or modification to a proposal shall be accepted as being on time.

R23-1-712. Errors in Proposals.

The following shall apply to the correction or withdrawal of an unintentionally erroneous proposal, or the cancellation of an award or contract that is based on an unintentionally erroneous proposal. A decision to permit the correction or withdrawal of a proposal or the cancellation of an award or a contract shall be supported in a written document, signed by the Director.

(1) Mistakes attributed to an offeror's error in judgment may not be corrected.

(2) Unintentional errors not attributed to an offeror's error in judgment may be corrected if it is in the best interest of the procurement unit and correcting the error maintains the fair treatment of other offerors.

(a) Examples include:

(i) missing signatures,

(ii) missing acknowledgement of an addendum;

(iii) missing copies of professional licenses, bonds, insurance certificates, provided that copies are submitted by the deadline established by the Director to correct this mistake;

(iv) typographical errors;

(v) mathematical errors not affecting the total proposed price; or

(vi) other errors deemed by the Director to be immaterial or inconsequential in nature.

(3) Unintentional errors discovered after the award of a contract may only be corrected if, after consultation with the Director and the Attorney General's Office, it is determined that the correction of the error does not violate the requirements of the Utah Procurement Code or these administrative rules.

R23-1-713. Evaluation of Proposals.

The evaluation of proposals shall be conducted in accordance with Part 7 of the Utah Procurement Code.

R23-1-714. Correction or Withdrawal of Proposal, Sublist and Bond errors.

(1) In the event an offeror submits a proposal that on its face appears to be impractical, unrealistic or otherwise in error, the Director may contact the offeror to either confirm the proposal, permit a correction of the proposal, or permit the withdrawal of the proposal, in accordance with Section 63G-6a-706.

(2) Offerors may not correct errors, deficiencies, or incomplete responses in a proposal that has been determined to be not responsible, not responsive, or that does not meet the mandatory minimum requirements stated in the request for proposals in accordance with Section 63G-6a-704.

(3) If there is any deficiency or failure to submit a required sublist and/or "bid" bond, the Division may request that the offeror who is not in compliance, submit the required sublist and/or "bid" bond by 5 p.m. of the next business day after notice is provided by the Division. Failure to cure the deficiency or failure to submit any required sublist and/or "bid" bond by 5:00 p.m. of the next business day after notice is provided by the Division shall make the offeror ineligible for consideration of award of the contract.

R23-1-715. Interviews and Presentations.

(1) Interviews and presentations may be held as outlined in the RFP.

(2) Offerors invited to interviews or presentations shall be limited to those offerors meeting minimum requirements specified in the RFP.

(3) Representations made by the offeror during interviews or presentations shall become an addendum to the offeror's proposal and shall be documented. Representations must be consistent with the offeror's original proposal and may only be used for purposes of clarifying or filling in gaps in the offeror's proposal.

(4) The Director shall establish a date and time for the interviews or presentations and shall notify eligible offerors of the procedures. Interviews and presentations will be at the offeror's expense.

R23-1-716. Best and Final Offers.

Best and Final Offers shall be conducted in accordance with Section 63G-6a-707.5. This administrative rule provides additional requirements and procedures and must be used in conjunction with the Procurement Code.

(1) The best and final offers (BAFO) process is an optional step in the evaluation phase of the request for proposals process in which offerors are requested to modify their proposals.

(a) An evaluation committee may request best and final offers when:

(i) no single proposal addresses all the specifications;

(ii) all or a significant number of the proposals received are unclear and the evaluation committee requires further clarification;

(iii) additional information is needed in order for the evaluation committee to make a decision;

(iv) the differences between proposals in one or more categories are too slight to distinguish;

- (v) all cost proposals are too high or over the budget;
 - (vi) multiple contract awards are necessary to achieve regional or statewide coverage for a procurement item under an RFP and there are insufficient cost proposals within the budget to award the number of contracts needed to provide regional or statewide coverage.
- (2) Only offerors meeting the minimum qualifications or scores described in the RFP are eligible to respond to best and final offers.
- (3) Proposal modifications submitted in response to a request for best and final offers may only address the specific issues and/or sections of the RFP described in the request for best and final offers.
- (a) Offerors may not use the best and final offers process to correct deficiencies in their proposals not addressed in the request for best and final offers issued by the Division.
- (4) When a request for best and final offers is issued to reduce cost proposals, offerors shall submit itemize cost proposals clearly indicating the tasks or scope reductions that can be accomplished to bring costs within the available budget.
- (a) The cost information of one offeror may not be disclosed to competing offerors during the best and final offers process and further, such cost information shall not be shared with other offerors until the contract is awarded.
- (b) The Division shall ensure that auction tactics are not used in the discussion process, including discussing and comparing the costs and features of other proposals.
- (5) The best and final offers process may not be conducted as part of the contract negotiation process. It may only be conducted during the evaluation phase of the RFP process.
- (6) A procurement unit may not use the best and final offers process to allow offerors a second opportunity to respond to the entire request for proposals.
- (7) If a proposal modification is made orally during the interview or presentation process, the modification must be confirmed in writing.
- (8) A request for best and final offers issued by the Division shall:
- (a) comply with all public notice requirements provided in Section 63G-6a-406;
 - (b) include a deadline for submission that allows offerors a reasonable opportunity for the preparation and submission of their responses;
 - (c) indicate how proposal modifications in response to a request for best and final offers will be evaluated;
- (9) If an offeror does not submit a best and final offer, its immediately previous proposal will be considered its best and final offer;
- (10) Unsolicited best and final offers will not be accepted from offerors.

R23-1-717. Cost-benefit Analysis Exception: CM/GC.

- (1) A cost-benefit analysis is not required if the contract is awarded solely on the qualifications of the construction manager/general contractor and the management fee described in Section 63G-6a-708 provided:
- (a) a competitive process is maintained by the issuance of a request for proposals that requires the offeror to provide, at a minimum:
 - (i) a management plan;
 - (ii) references;
 - (iii) statements of qualifications; and
 - (iv) a management fee only if requested by the Division. The management fee may not be requested by the Division if the management fee is not part of the criteria for the evaluation

committee. The Division may use a fee table for this management fee.

(b) the management fee contains only the following:

- (i) preconstruction phase services;
- (ii) monthly supervision fees for the construction phase; and
- (iii) overhead and profit for the construction phase.

(c) the evaluation committee may, as described in the solicitation, weight and score the management fee as a fixed rate or a fixed percentage of the estimated contract value.

(d) the contract awarded must be in the best interest of the procurement unit.

R23-1-718. Only One Proposal Received.

(1) If only one proposal is received in response to a request for proposals, the evaluation committee may:

(a) conduct a review to determine if:

- (i) the proposal meets the minimum requirements;
- (ii) pricing and terms are reasonable; and
- (iii) the proposal is in the best interest of the procurement unit.

(b) if the evaluation committee determines the proposal meets the minimum requirements, pricing and terms are reasonable, and the proposal is in the best interest of the procurement unit, the procurement unit may make an award.

(c) If an award is not made, the procurement unit may either cancel the procurement or re-solicit for the purpose of obtaining additional proposals.

R23-1-719. Publicizing Awards.

(1) In addition to the requirements of Section 63G-6a-709.5, the following shall be disclosed after receipt of a GRAMA request and payment of any lawfully enacted and applicable fees:

(a) the contract(s) entered into as a result of the selection and the successful proposal(s), except for those portions that are to be non-disclosed under Rule R23-1-705;

(b) the unsuccessful proposals, except for those portions that are to be non-disclosed under Rule R23-1-705;

(c) the rankings of the proposals;

(d) the names of the members of any selection committee (reviewing authority);

(e) the final scores used by the selection committee to make the selection, except that the names of the individual scorers shall not be associated with their individual scores or rankings.

(f) the written justification statement supporting the selection, except for those portions that are to be non-disclosed under Rule R23-1-705.

(2) After due consideration and public input, the following has been determined by the Board to impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, and will not be disclosed by the governmental entity at any time to the public including under any GRAMA request:

(a) the names of individual scorers/evaluators in relation to their individual scores or rankings;

(b) any individual scorer's/evaluator's notes, drafts, and working documents;

(c) non-public financial statements; and

(d) past performance and reference information, which is not provided by the offeror and which is obtained as a result of the efforts of the governmental entity. To the extent such past

performance or reference information is included in the written justification statement; it is subject to public disclosure.

R23-1-801. Sole Source - Award of Contract Without Competition.

(1) Sole source procurements shall be conducted in accordance with the requirements set forth in Section 63G-6a-802, Utah Procurement Code. All definitions in the Utah Procurement Code shall apply to this Rule unless otherwise specified in this Rule. This administrative rule provides additional requirements and procedures and should be used in conjunction with the Procurement Code.

(2) A sole source procurement may be conducted if:

- (a) there is only one source for the procurement item;
- (b) the award to a specific supplier, service provider, or contractor is a condition of a donation or grant that will fund the full cost of the supply, service, or construction item; or
- (c) the procurement item is needed for trial use or testing to determine whether the procurement item will benefit the procurement unit.

(3) An urgent or unexpected circumstance or requirement for a procurement item does not justify the award of a sole source procurement.

(4) Requests for a procurement to be conducted as a sole source shall be submitted in writing to the Director for approval.

(5) The sole source request shall be submitted to the Director and shall include:

- (a) a description of the procurement item;
 - (b) the total dollar value of the procurement item, including, when applicable, the actual or estimated full lifecycle cost of maintenance and service agreements;
 - (c) the duration of the proposed sole source contract;
 - (d) an authorized signature of the requester;
 - (e) unless the sole source procurement is conducted under Rule R23-1-801(2)(b) or (c), research completed by the requester documenting that there are no other competing sources for the procurement item;
 - (f) any other information requested by the Director; and
- (6) a sole source request form containing all of the requirements of Rule R23-1-801(5) may be available on the division's website and/or may be described in specifications or other contract documents.

(7) Except as provided in (b), sole source procurements over \$50,000 shall be published in accordance with Section 63G-6a-406.

(a) Sole source procurements under \$50,000 are not required to be published but may be published at the discretion of the Director.

(b) The requirement for publication of notice for a sole source procurement is waived:

- (i) for public utility services;
- (ii) if the award to a specific supplier, service provider, or contractor is a condition of a donation or grant that will fund the full cost of the supply, service, or construction item;
- (iii) when the circumstances of the request are clear that there can only be one source; or
- (iv) for other circumstances as determined in writing by the Director.

(8) A person may contest a sole source procurement prior to the closing of the public notice period set forth in Section 63G-6a-406, when public notice is required under this Rule R23-1-801 by submitting the following information in writing to the Director:

- (a) the name of the contesting person; and

(b) a detailed explanation of the challenge, including documentation showing that there are other competing sources for the procurement item.

(9) Upon receipt of information contesting a sole source procurement, the Director shall conduct an investigation to determine the validity of the challenge and make a written determination either supporting or denying the challenge.

R23-1-802. Trial Use or Testing of a Procurement Item, Including New Technology.

The trial use or testing of a procurement item, including new technology, shall be conducted as set forth in Section 63G-6a-802, Utah Procurement Code.

R23-1-803. Alternative Procurement Methods.

(1) The Director may utilize alternative procurement methods to acquire procurement items such as those listed below when it is determined in writing by the Director, to be more practicable or advantageous to the procurement unit:

- (a) used vehicles;
- (b) livestock;
- (c) hotel conference facilities and services;
- (d) speaker honorariums;
- (e) hosting out-of-state and international dignitaries;
- (f) international promotion of the state; and
- (g) any other procurement item for which a standard procurement method is not reasonably practicable.

(2) When making this determination, the Director may take into consideration whether:

(a) the potential cost of preparing, soliciting and evaluating bids or proposals is expected to exceed the benefits normally associated with such solicitations;

(b) the procurement item cannot be acquired through a standard procurement process; and

(c) the price of the procurement item is fair and reasonable.

(3) In the event that it is so determined, the Director may elect to utilize an alternative procurement method which may include any or all of the following:

- (a) informal price quotations;
- (b) direct negotiations; and
- (c) direct award.

R23-1-804. Emergency Procurement.

(1) Emergency procurements shall be conducted in accordance with the requirements set forth in Section 63G-6a-803, and this rule.

(2) An emergency procurement is a procurement procedure where the procurement unit is authorized to obtain a procurement item without using a standard competitive procurement process.

(3) Emergency procurements are limited to those procurement items necessary to mitigate the emergency.

(4) While a standard procurement process is not required under an emergency procurement, when practicable, the Division should seek to obtain as much competition as possible through use of phone quotes, internet quotes, limited invitations to bid, or other selection methods while avoiding harm, or risk of harm, to the public health, safety, welfare, property, or impairing the ability of a public entity to function or perform required services.

(5) The Division shall make a written determination documenting the basis for the

emergency and the selection of the procurement item. A record of the determination and selection shall be kept in the contract file. The documentation may be made after the emergency condition has been alleviated.

R23-1-805. Declaration of "Official State of Emergency".

Upon a declaration of an "Official State of Emergency" by the authorized state official, the Director shall implement the division's Continuity of Operations Plan, or COOP. When activated, the division shall follow the procedures outlined in the plan and take appropriate actions as directed by the procurement unit responsible for authorizing emergency acquisitions of procurement items.

R23-1-901. General Provisions.

(1) An Invitation for Bids, a Request for Proposals, or other solicitation may be canceled prior to the deadline for receipt of bids, proposals, or other submissions, when it is in the best interests of the procurement unit as determined by the Division. In the event a solicitation is cancelled, the reasons for cancellation shall be made part of the procurement file and shall be available for public inspection and the Division shall:

- (a) re-solicit new bids or proposals using the same or revised specifications; or,
- (b) withdraw the requisition for the procurement item(s).

R23-1-902. Re-solicitation.

- (1) In the event there is no initial response to an initial solicitation, the Director may:
- (a) contact the known supplier community to determine why there were no responses to the solicitation;
 - (b) research the potential vendor community; and,
 - (c) based upon the information in (a) and (b) require the Division to modify the solicitation documents.
- (2) If the Division has modified the solicitation documents and after the re-issuance of a solicitation, there is still no competition or there is insufficient competition, the Director, shall:
- (a) require the Division to further modify the procurement documents; or,
 - (b) cancel the requisition for the procurement item(s).

R23-1-903. Cancellation Before Award.

- (1) Solicitations may be cancelled before award but after opening all bids or offers when the Director determines in writing that:
- (a) inadequate or ambiguous specifications were cited in the solicitation;
 - (b) the specifications in the solicitation have been or must be revised;
 - (c) the procurement item(s) being solicited are no longer required;
 - (d) the solicitation did not provide for consideration of all factors of cost to the procurement unit, such as cost of transportation, warranties, service and maintenance;
 - (e) bids or offers received indicate that the needs of the procurement unit can be satisfied by a less expensive procurement item differing from that in the solicitation;
 - (f) except as provided in Section 63G-6a-607, all otherwise acceptable bids or offers received are at unreasonable prices, or only one bid or offer is received and the Director cannot determine the reasonableness of the bid price or cost proposal;
 - (g) the responses to the solicitation were not independently arrived at in open competition, were collusive, or were submitted in bad faith; or,

- (h) no responsive bid or offer has been received from a responsible bidder or offer.

R23-1-904. Alternative to Cancellation.

In the event administrative difficulties are encountered before award but after the deadline for submissions that may delay award beyond the bidders' or offerors' acceptance periods, the bidders or offerors should be requested, before expiration of their bids or offers, to extend in writing the acceptance period (with consent of sureties, if any) in order to avoid the need for cancellation.

R23-1-905. Continuation of Need.

If the solicitation has been cancelled for the reasons specified in Rule R23-1-903 (1)(f), (g) or (h) and the Director has made the written determination in Rule R23-1-903(1) and the Division has an existing contract, the Division may permit an extension of the existing contract under Section 63G-6a-802(7).

R23-1-906. Rejections and Suspension/Debarment.

(1) The Division may reject any or all bids, offers or other submissions, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the procurement unit. In the event of a rejection of any or all bids, offers or other submissions, in whole or in part, the reasons for rejection shall be made part of the procurement file and shall be available for public inspection.

(2) Bids, offers, or other submissions, received from any person that is suspended, debarred, or otherwise ineligible as of the due date for receipt of bids, proposals, or other submissions shall be rejected.

R23-1-907. Rejection for Nonresponsibility or Nonresponsiveness.

(1) Subject to Section 63G-6a-903, the Director shall reject a bid or offer from a bidder or offeror determined to be nonresponsible. A responsible bidder or offeror is defined in Section 63G-6a-103(42).

(2) In accordance with Section 63G-6a-604(3) the Director may not accept a bid that is not responsive. Responsiveness is defined in Section 63G-6a-103(43).

(3) If there is any deficiency or failure to submit a required sublist and/or "bid" bond, the Division may request that the bidder/offeror who is not in compliance, submit the required sublist and/or "bid" bond by 5 p.m. of the next business day after notice is provided by the Division. Failure to cure the deficiency or failure to submit any required sublist and/or "bid" bond by 5:00 p.m. of the next business day after notice is provided by the Division, shall make the bidder/offeror nonresponsive and therefore ineligible for consideration of award of the contract.

(4) The originals of all rejected bids, offers, or other submissions, and all written findings with respect to such rejections, shall be made part of the procurement file and available for public inspection.

R23-1-908. Debarment or Suspension From Consideration for Award of Contracts -- Process -- Causes for Debarment -- Appeal.

The procedures for a debarment or suspension from consideration for award of contracts, including appellate rights, are provided in Section 63G-6a-904. Upon any suspension or debarment, the person that is suspended or debarred shall be considered nonresponsible and ineligible for the award of contracts by the Division in accordance with the determination of suspension or debarment.

R23-1-1001. Providers of State Products.

(1) In addition to the reciprocal preference requirements contained in Section 63G-6a-1002 for the providers of procurement items produced, manufactured, mined, grown, or performed in Utah, Rule R23-1-10 outlines the process for award of a contract when there is more than one equally low preferred bidder. All definitions in the Utah Procurement Code shall apply to this Rule unless otherwise specified in this Rule. This administrative rule provides additional requirements and procedures and must be used in conjunction with the Procurement Code.

(2) In the event there is more than one equally low preferred bidder, the Director shall consider the preferred bidders as tie bidders and shall follow the process specified in Section 63G-6a-608 and Rule R23-1-10.

R23-1-1002. Preference for Resident Contractors.

(1) In addition to the reciprocal preference requirements contained in Section 63G-6a-1003 for resident Utah contractors, this rule outlines the process for award of a contract when there is more than one equally low preferred resident contractor.

(2) In the event there is more than one equally low preferred resident contractor, the Director shall consider the preferred resident contractors as tie bidders and shall follow the process specified in Section 63G-6a-608 and this R23-1-10.

R23-1-1003. Exception for Federally Funded Contracts.

This Rule R23-1-10 does not apply to the extent it might jeopardize the receipt of federal funds, conflicts with federal requirements relating to a procurement that involves the expenditure of federal assistance, federal contract funds, or federal financial participation funds.

R23-1-1101. Definitions.

(1) Whenever used in this Rule, the terms "bid", "bidder" and "bid security" apply to all procurements, including non-construction procurements, when the procurement documents, regardless of the procurement type, require securities and/or bonds.

(2) All definitions in the Utah Procurement Code shall apply to this Rule unless otherwise specified in this Rule. This administrative rule provides additional requirements and procedures and must be used in conjunction with the Procurement Code.

R23-1-1102. Bid Security Requirements for Projects.

(1) Application. The requirements for bid security and bonds under this Rule R23-1-11 shall apply as follows:(a) For the Division, the award of construction contracts where the face amount of the contract is \$100,000 or more.

(b) For other state agencies that are required to use the same or similar documents as the Division for their construction contracts, the award of construction contracts where the face amount of the contract is \$50,000 or more, unless the Division Director, in writing, approves a \$100,000 or more requirement similarly to the Division, based on:

(i) The Division Director's finding that the agency has a selection process for such contracts that are under \$100,000, that ensures a responsible, financially solvent contractor is selected; and

(ii) that the agency has the financial capability to absorb the potential responsibility that can occur due to the lack of the bid security and bonding requirements for the contract under \$100,000.

(c) At any time the Division or any other state agency can require acceptable bid security as

well as performance and payment bonds on contracts that are for amounts below the standard requirements set forth above in this Rule.

(2) Acceptable Bid Security. The term "bid" as used in this Rule R23-1-1102 shall also be deemed to apply to "offer."

(a) Invitations for Bids and Requests For Proposals shall require the submission of acceptable bid security in an amount equal to at least five percent of the bid, at the time the bid is submitted. If a contractor fails to accompany its bid with acceptable bid security, the bid shall be deemed nonresponsive, unless this failure is found to be nonsubstantial as hereinafter provided.

(b) If acceptable bid security is not furnished in accordance with Rule R23-1-907(3), the bid shall be rejected as nonresponsive, unless the failure to comply is determined by the Director to be nonsubstantial. Failure to submit an acceptable bid security may be deemed nonsubstantial if:

(i) the bid security is submitted on a form other than the Division's required bid bond form and the bid security meets all other requirements including being issued by a surety meeting the requirements of Subsection (5);

(ii) the contractor provides acceptable bid security by 5 p.m. of the next business day after notice is provided by the Division of the defective bid security; or

(iii) only one bid is received.

(3) Payment and Performance Bonds. Except as provided in this Rule R23-1-1102(1) above, payment and performance bonds in the amount of 100% of the contract price are required for all contracts in excess of \$50,000. These bonds shall cover the procuring agencies and be delivered by the contractor to the Division at the same time the contract is executed. If a contractor fails to deliver the required bonds, the contractor's bid shall be found nonresponsive and its bid security shall be forfeited.

(4) Forms of Bonds. Bid Bonds, Payment Bonds and Performance Bonds must be from sureties meeting the requirements of Rule R23-1-1102(5) and must be on the exact bond forms most recently adopted by the Board and on file with the Division.

(5) Surety firm requirements. All surety firms must be authorized to do business in the State of Utah and be listed in the U.S. Department of the Treasury Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies for an amount not less than the amount of the bond to be issued. A co-surety may be utilized to satisfy this requirement.

(6) Waiver. The Director may waive any bonding requirements set forth in this Rule if the Director finds circumstances in which the Director considers any or all of the bonds to be unnecessary to protect the State. Any such waiver shall be stated in writing, explain the circumstances why the bond(s) is not necessary to protect the procurement unit, and the waiver shall be made part of the project file.

(7) The Director may require an acceptable bid security on projects that are for amounts less than the standard amount set forth in this Rule R23-1-1102.

R23-1-1201. Required Contract Clauses.

(1) The Division shall comply with Sections 63G-6a-1202 considering clauses for contracts. The Division will establish standard contract clauses to assist the Division and to help contractors and potential contractors to understand applicable requirements. These standard contract clauses may be modified as needed to meet the requirements of the particular project.

(2) The Division shall also comply with the requirements of Section 63G-6a-402(6) by requiring that for each contract and request for proposals, the inclusion of a clause that requires the

Division, for the duration of the contract, to make available contact information of the winning contractor to the Department of Workforce Services in accordance with Section 35A-2-203. This requirement does not preclude a contractor from advertising job openings in other forums throughout the state.

(3) There shall be compliance with the federal contract prohibition provisions of the Sudan Accountability and Divestment Act of 2007 (Pub. L. No. 110-174) that prohibit contracting with a person doing business in Sudan.

(4) All definitions in the Utah Procurement Code shall apply to this Rule unless otherwise specified in this Rule. This administrative rule provides additional requirements and procedures and must be used in conjunction with the Procurement Code.

R23-1-1202. Establishment of Terms and Conditions.

The Division may use the Standard Terms and Conditions adopted by the Division of Purchasing and General Services for a particular procurement with modifications.

R23-1-1203. Contracts and Change Orders -- Contract Types.

The Division may use contract types to the extent authorized under Section 63G-6a-1205.

R23-1-1204. Prepayments.

Prepayments are subject to the restrictions contained in Section 63G-6a-1208.

R23-1-1205. Leases of Personal Property.

Leases of personal property are subject to the following:

(1) Leases shall be conducted in accordance with Division of Finance rules and Section 63G-6a-1209.

(2) A lease may be entered into provided the procurement unit complies with Section 63G-6a-1209 and:

(a) it is in the best interest of the procurement unit;

(b) all conditions for renewal and costs of termination are set forth in the lease; and

(c) the lease is not used to avoid a competitive procurement.

(3) Lease contracts shall be conducted with as much competition as practicable.

(4) Executive Branch Procurement Unit Leases with Purchase Option. A purchase option in a lease may be exercised if the lease containing the purchase option was awarded under an authorized procurement process. Before exercising this option, the Division shall:

(a) investigate alternative means of procuring comparable procurement items; and

(b) compare estimated costs and benefits associated with the alternative means and the exercise of the option, for example, the benefit of buying new state of the art data processing equipment compared to the estimated, initial savings associated with exercise of a purchase option.

R23-1-1206. Multi-Year Contracts.

The Division may issue multi-year contracts in accordance with Section 63G-6a-1204. Section 63G-6a-1204 does not apply to a contract for the design or construction of a facility, a road, a public transit project, or a contract for the financing of equipment.

R23-1-1207. Installment Payments.

Procurement units may make installment payments in accordance with Section

63G-6a-1208.

R23-1-1208. Change Orders.

The Division shall comply with Section 63G-6a-1207.

R23-1-1209. Requirements for Cost or Pricing Data.

(1) For contracts that expressly allow price adjustments, cost or pricing data shall be required in support of a proposal leading to the adjustment of any contract pricing.

(2) Cost or pricing data exceptions:

(a) need not be submitted when the terms of the contract state established market indices, catalog prices or other benchmarks are used as the basis for contract price adjustments or when prices are set by law or rule;

(b) if a contractor submits a price adjustment higher than established market indices, catalog prices or other benchmarks established in the contract, the Director may request additional cost or pricing data; or

(c) the Director may waive the requirement for cost or pricing data provided a written determination is made supporting the reasons for the waiver. A copy of the determination shall be kept in the contract file.

R23-1-1210. Defective Cost or Pricing Data.

(1) If defective cost or pricing data was used to adjust a contract price, the vendor and the Division may enter into discussions to negotiate a settlement.

(2) If a settlement cannot be negotiated, either party may seek relief as provided by applicable laws and rules.

R23-1-1211. Cost Analysis.

(1) Cost analysis includes the verification of cost data. Cost analysis may be used to evaluate:

- (a) specific elements of costs;
- (b) total cost of ownership and life-cycle cost;
- (c) supplemental cost schedules;
- (d) market basket cost of similar items;
- (e) the necessity for certain costs;
- (f) the reasonableness of allowances for contingencies;
- (g) the basis used for allocation of indirect costs; and,
- (h) the reasonableness of the total cost or price.

R23-1-1212. Audit.

The Division may, at reasonable times and places, audit or cause to be audited by an independent third party firm, by another procurement unit, or by an agent of the procurement unit, the books, records, and performance of a contractor, prospective contractor, subcontractor, or prospective subcontractor.

R23-1-1213. Retention of Books and Records.

Contractors shall maintain all records related to the contract. These records shall be maintained by the contractor for at least six years after the final payment, unless a longer period is

required by law. All accounting for contracts and contract price adjustments, including allowable incurred costs, shall be conducted in accordance with generally accepted accounting principles for government.

R23-1-1214. Inspections.

Circumstances under which the Division may perform inspections include inspections of the contractor's manufacturing/production facility or place of business, or any location where the work is performed:

- (1) whether the definition of "responsible," as defined in Section 63G-6a-103(40) and in the solicitation documents, has been met or are capable of being met; and
- (2) if the contract is being performed in accordance with its terms.

R23-1-1215. Access to Contractor's Manufacturing/Production Facilities.

(1) The Division may enter a contractor's or subcontractor's manufacturing/production facility or place of business to:

- (a) inspect procurement items for acceptance by the procurement unit pursuant to the terms of a contract;
- (b) audit cost or pricing data or audit the books and records of any contractor or subcontractor pursuant to Utah Code or Administrative Rule; and
- (c) investigate in connection with an action to debar or suspend a person from consideration for award of contracts.

R23-1-1216. Inspection of Supplies and Services.

(1) Contracts may provide that the Director or Division may inspect procurement items at the contractor's or subcontractor's facility and perform tests to determine whether the procurement items conform to solicitation and contract requirements.

R23-1-1217. Conduct of Inspections.

(1) No inspector may change any provision of the specifications or the contract without written authorization of the Director. The presence or absence of an inspector or an inspection, shall not relieve the contractor or subcontractor from any requirements of the contract.

(2) When an inspection is made, the contractor or subcontractor shall provide without charge all reasonable facilities and assistance for the safety and convenience of the person performing the inspection or testing.

R23-1-1301. Purpose.

The purpose of this rule is to comply with the provisions of Sections 63G-6a-1302 and 1303 of the Utah Procurement Code. All definitions in the Utah Procurement Code shall apply to this Rule unless otherwise specified in this Rule. This administrative rule provides additional requirements and procedures and must be used in conjunction with the Utah Procurement Code.

R23-1-1302. Construction Management Rule.

As required by Section 63G-6a-1302, this rule contains provisions applicable to:

- (1) selecting the appropriate method of management for construction contracts;
- (2) documenting the selection of a particular method of construction contract management;

and

- (3) the selection of a construction manager/general contractor.

R23-1-1303. Application.

The provisions of Rules R23-1-1302 through R23-1-1306 shall apply to all procurements of construction.

R23-1-1304. Methods of Construction Contract Management.

(1) This Rule contains provisions applicable to the selection of the appropriate type of construction contract management.

(2) It is intended that the Director have sufficient flexibility in formulating the construction contract management method for a particular project to fulfill the needs of the procurement unit. The methods for achieving the purposes set forth in this rule are not to be construed as an exclusive list.

(3) Before choosing the construction contracting method to use, a careful assessment must be made by the Director of requirements the project shall consider, at a minimum, the following factors:

- (a) when the project must be ready to be occupied;
- (b) the type of project, for example, housing, offices, labs, heavy or specialized construction;
- (c) the extent to which the requirements of the procurement unit and the way in which they are to be met are known;
- (d) the location of the project;
- (e) the size, scope, complexity, and economics of the project;
- (f) the amount and type of financing available for the project, including whether the budget is fixed or what the source of funding is, for example, general or special appropriation, federal assistance moneys, general obligation bonds or revenue bonds, lapsing/nonlapsing status and legislative intent language;
- (g) the availability, qualification, and experience of the procurement unit's personnel to be assigned to the project and how much time the procurement unit's personnel can devote to the project;
- (h) the availability, qualifications and experience of outside consultants and contractors to complete the project under the various methods being considered;
- (i) the results achieved on similar projects in the past and the methods used; and
- (j) the comparative advantages and disadvantages of the construction contracting method and how they might be adapted or combined to fulfill the needs of the procuring agencies.

(5) The following descriptions are provided for the more common construction contracting management methods which may be used by the procurement unit. The methods described are not all mutually exclusive and may be combined on a project. These descriptions are not intended to be fixed in respect to all construction projects. In each project, these descriptions may be adapted to fit the circumstances of that project.

(a) Single Prime (General) Contractor. The single prime contractor method is typified by one business, acting as a general contractor, contracting with the procurement unit to timely complete an entire construction project in accordance with drawings and specifications provided by the procurement unit. Generally the drawings and specifications are prepared by an architectural or engineering firm under contract with the procurement unit. Further, while the general contractor may take responsibility for successful completion of the project, much of the work may be

performed by specialty contractors with whom the prime contractor has entered into subcontracts.

(b) Design-Build. In a design-build project, an entity, often a team of a general contractor and a designer, contract directly with a procurement unit to meet the procurement unit's requirements as described in a set of performance specifications and/or a program. Design responsibility and construction responsibility both rest with the design-build contractor. This method can include instances where the design-build contractor supplies the site as part of the package.

(c) Construction Manager/General Contractor (Construction Manager at Risk). The Division may contract with the construction manager early in a project to assist in the development of a cost effective design. In a Construction Manager/General Contractor (CM/GC) method, the CM/GC becomes the general contractor and is at risk for all the responsibilities of a general contractor for the project, including meeting the specifications, complying with applicable laws, rules and regulations, that the project will be completed on time and will not exceed a specified maximum price.

R23-1-1305. Selection of Construction Method Documentation.

The Director shall include in the contract file a written statement describing the facts that led to the selection of a particular method of construction contract management for each project.

R23-1-1306. Special Provisions Regarding Construction Manager/General Contractor.

(1) In the selection of a construction manager/general contractor, a standard procurement process as defined in Section 63G-6a-103 may be used or an exception allowed under Part 8 of the Utah Procurement Code.

(2) When the CM/GC enters into any subcontract that was not specifically included in the construction manager/general contractor's cost proposal, the CM/GC shall procure the subcontractor(s) by using a standard procurement process as defined in Section 63G-6a-103 of the Utah Procurement Code or an exception to the requirement to use a standard procurement process, described in Part 8 of the Utah Procurement Code.

R23-1-1307. Special Provisions Regarding Design-Build.

(1) The Board authorizes the Division for State building construction projects to use a design-build provider as one method of construction contracting management.

(2) A design-build contract may include a provision for obtaining the site for the construction project.

(3) A design-build contract or a construction manager/general contractor contract may include provision by the contractor of operations, maintenance, or financing.

R23-1-1308. Drug and Alcohol Testing Required for State Contracts: Definitions.

The rules applicable to the Division for drug and alcohol testing are in Rule 23-7 of the Utah Administrative Code.

R23-1-1401. Procurement of Design-Build Transportation Project Contracts.

The Board recognizes that the Utah Department of Transportation is the rulemaking authority for rules under Section 63G-6a-1402(3)(a)(ii) governing the procurement of design-build transportation projects.

R23-1-1501. Architect-Engineer Procurement Process, General Process.

(1) Application. The provisions of Part 15 of the Utah Procurement Code apply to every procurement of services within the scope of the practice of architecture as defined by Section 58-3a-102, or professional engineering as defined in Section 58-22-102, except as authorized by Rule R33-4-105. All definitions in the Utah Procurement Code shall apply to this Rule unless otherwise specified in this Rule. This administrative rule provides additional requirements and procedures and must be used in conjunction with the Procurement Code.

(2) Architect-Engineer Evaluation Committee. The Director shall designate members of the Architect-Engineer Evaluation Committee. The evaluation committee must consist of at least three members who are qualified under Section 63G-6a-707.

(3) Request for Statement of Qualifications. The Division shall issue a public notice for a request for statement of qualifications to rank architects or engineers. The Division shall:

- (a) state in the request for statement of qualifications:
 - (i) the type of procurement item to which the request for statement of qualifications relates;
 - (ii) the scope of work to be performed;
 - (iii) the instructions and the deadline for providing information in response to the request for statement of qualifications;
 - (iv) criteria used to evaluate statements of qualifications including:
 - (A) basic information about the person or firm;
 - (B) experience and work history;
 - (C) management and staff;
 - (D) qualifications and certification;
 - (E) licenses and certifications;
 - (F) applicable performance ratings;
 - (G) financial statements; and
 - (H) other pertinent information.
- (b) Key personal identified in the statement of qualifications may not be changed without the advance written approval of the procurement unit.

(4) Not include Cost in Response. Architects and engineers shall not include cost in a response to a request for statement of qualifications.

(5) Evaluation of Statement of Qualifications. The evaluation committee shall evaluate statements of qualifications in accordance with Section 63G-6a-707 to rank (score) architects or engineers without considering cost.

(6) Negotiation and Award of Contract. The Director shall negotiate a contract with the most qualified firm for the required services at compensation determined to be fair and reasonable based on the Division's rate table or as may be reasonably adjusted by the Director for the particular scope of work, location or other aspects of the services.

(7) Failure to Negotiate Contract With the Highest Ranked Firm.

(a) If fair and reasonable compensation, contract requirements, and contract documents cannot be agreed upon with the highest ranked firm, the Director shall advise the firm in writing of the termination of negotiations.

(b) Upon failure to negotiate a contract with the highest ranked firm, the Director shall proceed in accordance with Section 63G-6a-1505 of the Utah Procurement Code.

(8) Notice of Award.

(a) The Director shall award a contract to the highest ranked firm with which the fee negotiation was successful.

- (b) Notice of the award shall be made available to the public.
- (8) Written Justification Statements. The Division shall issue a statement justifying the ranking of the firm with which fee negotiation was successful.

R23-1-1502. Disclosure of Submittals, Performance Evaluations, and References.

(1) Except as provided in this rule, submittals shall be open to public inspection after notice of the selection results.

(2) The classification of records as protected and the treatment of such records shall be as provided in Rule R23-1-705.

(3) The Board finds that it is necessary to maintain the confidentiality of performance evaluations and reference information in order to avoid competitive injury and to encourage those persons providing the information to respond in an open and honest manner without fear of retribution. Accordingly, records containing performance evaluations and reference information are classified as protected records under the provisions of Subsection 63G-2-305(6) and shall be disclosed only to those persons involved with the performance evaluation, the architect or engineer that the information addresses and persons involved with the review and selection of submittals. The Division may, however, provide reference information to other governmental entities for use in their procurement activities and to other parties when requested by the architect or engineer that is the subject of the information. Any other disclosure of such performance evaluations and reference information shall only be as required by applicable law.

R23-1-1503. Publicizing Selections.

(1) Notice. After the selection of the successful firm, notice of the selection shall be available in the principal office of the Division in Salt Lake City, Utah and may be available on the Internet

(2) Information Disclosed. The following shall be disclosed with the notice of selection

- (a) the ranking of the firms
- (b) the names of the selection committee members;
- (c) the final scores used by the selection committee to make the selection, except that the names of the individual scorers shall not be associated with their individual scores; and
- (d) the written justification statement supporting the selection.

(3) Information Classified as Protected. After due consideration and public input, the following has been determined by the Board to impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract with the Division and shall be classified as protected records:

- (a) the names of individual selection committee scorers in relation to their individual scores or rankings; and
- (b) non-public financial statements.

R23-1-1504. Performance Evaluation.

(1) The Division shall evaluate the performance of the architectural or engineering firm and shall provide an opportunity for the using agency to comment on the Division's evaluation.

(2) This evaluation shall become a part of the record of that architectural or engineering firm within the Division. The architectural or engineering firm shall be provided a copy of its evaluation at the end of the project and may enter its response in the file.

(3) Confidentiality of the evaluation information shall be addressed as provided in

Subsections R23-1-1502 and R23-1-1503.

R23-1-1601. Conduct.

Controversies and protests shall be conducted in accordance with the requirements set forth in Sections 63G-6a-1601 through 13G-6a-604. All definitions in the Utah Procurement Code shall apply to this Rule unless otherwise specified in this Rule. This administrative rule provides additional requirements and procedures and must be used in conjunction with the Procurement Code.

R23-1-1602. Verification of Legal Authority.

A person filing a protest may be asked to verify that the person has legal authority to file a protest on behalf of the public or private corporation, governmental entity, sole proprietorship, partnership, or unincorporated association.

R23-1-1603. Intervention in a Protest.

(1) Application. This Rule contains provisions applicable to intervention in a protest, including who may intervene and the time and manner of intervention.

(2) Period of Time to File. After a timely protest is filed in accordance with the Utah Procurement Code, the Protest Officer shall notify awardees of the subject procurement and may notify others of the protest. A Motion to Intervene must be filed with the Protest Officer no later than ten days from the date such notice is sent by the Protest Officer. Only those Motions to Intervene made within the time prescribed in this Rule will be considered timely. The entity or entities who conducted the procurement and those who are the intended beneficiaries of the procurement are automatically considered a Party of Record and need not file any Motion to Intervene.

(3) Contents of a Motion to Intervene. A copy of the Motion to Intervene shall also be mailed or emailed to the person protesting the procurement.

(4) Any Motion to Intervene must state, to the extent known, the position taken by the person seeking intervention and the basis in fact and law for that position. A motion to intervene must also state the person's interest in sufficient factual detail to demonstrate that:

(a) the person seeking to intervene has a right to participate which is expressly conferred by statute or by Commission rule, order, or other action;

(b) the person seeking to intervene has or represents an interest which may be directly affected by the outcome of the proceeding, including any interest as a:

(i) consumer;

(ii) customer;

(iii) competitor;

(iv) security holder of a party; or

(v) the person's participation is in the public interest.

(5) Granting of Status. If no written objection to the timely Motion to Intervene is filed with the Protest Officer within seven calendar days after the Motion to Intervene is received by the protesting person, the person seeking intervention becomes a party at the end of this seven day period. If an objection is timely filed, the person seeking intervention becomes a party only when the motion is expressly granted by the Protest Officer based on a determination that a reason for intervention exists as stated in this Rule. Notwithstanding any provision of this Rule, an awardee of the procurement that is the subject of a protest will not be denied their Motion to Intervene,

regardless of its content, unless it is not timely filed with the Protest Officer.

(6) Late Motions. If a motion to intervene is not timely filed, the motion shall be denied by the Protest Officer.

R23-1-1701. Statutory and Rule Requirements.

Appeals to a protest decision shall be conducted in accordance with the requirements set forth in Section 63G-6a-1701 through 63G-6a-1706, Utah Procurement Code. Utah Administrative Code Rules R33-17-101 through R33-17-105 shall also apply.

R23-1-1801. Process.

(1) A person who receives an adverse decision, or a procurement unit (the Division), may appeal a decision of a procurement appeals panel to the Utah Court of Appeals within seven days after the day on which the decision is issued.

(2) All appeals to the Utah Court of Appeals are subject to the provisions of the requirements set forth in Section 63G-6a-1801 through 63G-6a-1803.

(3) The Division may only appeal a procurement appeals panel decision in accordance with Section 63G-6a-1802(2).

R23-1-1901. Encouraged to Obtain Legal Advice From Legal Counsel.

(1) All definitions in the Utah Procurement Code shall apply to this Rule unless otherwise specified in this Rule. This administrative rule provides additional requirements and procedures and must be used in conjunction with the Procurement Code.

(2) Part 19 of the Utah Procurement Code, Sections 63G-6a-901 through 63G-6a-1911 contain provisions regarding:

(a) limitations on challenges of:

(i) a procurement;

(ii) a procurement process;

(iii) the award of a contract relating to a procurement;

(iv) a debarment; or

(v) a suspension; and

(b) the effect of a timely protest or appeal;

(c) the costs to or against a protester;

(d) the effect of prior determinations by employees, agents, or other persons appointed by the procurement unit;

(e) the effect of a violation found after award of a contract;

(f) the effect of a violation found prior to the award of a contract;

(g) interest rates; and

(h) a listing of determinations that are final and conclusive unless they are arbitrary and capricious or clearly erroneous.

(3) Due to the complex nature of protests and appeals, any person involved in the procurement process, protest or appeal, is encouraged to seek advice from the person's own legal counsel.

R23-1-2001. General Provisions Related to Records.

General provisions related to records are in Part 20 of the Utah Procurement Code and in Rule R23-1-12.

R23-1-2101. Cooperative Purchasing.

Cooperative purchasing shall be conducted in accordance with the requirements set forth in Section 63G-6a-2105 and the Utah Administrative Code Rule R23-1. This Rule provides additional requirements and procedures and must be used in conjunction with the Utah Procurement Code.

R23-1-2102. State Cooperative Contracts.

(1) The Division shall obtain procurement items from state cooperative contracts whether statewide or regional unless the chief procurement officer determines, in accordance with Section 63G-6a-408(5)(b)(i), that it is in the best interest of the state to obtain an individual procurement item outside the state contract.

(2) In accordance with Section 63G-6a-2105, the Division, public entities, nonprofit organizations, and agencies of the federal government may obtain procurement items from state cooperative contracts awarded by the chief procurement officer.

R23-1-2201. Reserved.

Part 22 of Title 63G, Chapter 6a, the Utah Procurement Code, does not exist at this point in time. Rules R23-1-1 through R23-1-24 are designed to match the corresponding Part of the Utah Procurement Code. When Part 22 of the Utah Procurement Code contains statutory language, the Board will consider whether to prepare draft rules for the rulemaking process.

R23-1-2301. Reserved.

Part 23 of Title 63G, Chapter 6a, the Utah Procurement Code, does not exist at this point in time. Rules R23-1-1 through R23-1-24 are designed to match the corresponding Part of the Utah Procurement Code. When Part 23 of the Utah Procurement Code contains statutory language, the Board will consider whether to prepare draft rules for the rulemaking process.

R23-1-2401. Unlawful Conduct.

Unlawful conduct shall be governed in accordance with the requirements set forth in Sections 63G-6a-2401 through 2407. All definitions in the Utah Procurement Code shall apply to this Rule unless otherwise specified in this Rule. This administrative rule provides additional requirements and procedures and must be used in conjunction with the Procurement Code.

R23-1-2402. Laws and Executive Orders Pertaining to Gifts, Meals, and Gratuities for Executive Branch Procurement Professionals.

- (1) A Division employee classified as a "Procurement Professional" shall be governed by:
- (a) Part 24 of the Utah Procurement Code, "Unlawful Conduct and Penalties."
 - (b) Executive Order EO/003/2010 issued by the Governor (<http://www.rules.utah.gov/execdoks/2010/ExecDoc149415.htm>);
 - (c) Title 67, Part 16 "Utah Public Officers' and Employees' Ethics Act;"
 - (d) Section 76-8-103, "Bribery or Offering a Bribe;" and
 - (e) any other applicable law.

R23-1-2403. Laws and Executive Orders Pertaining to Gifts, Meals, and Gratuities for Executive Branch Employees.

- (1) A Division employee not classified as a "Procurement Professional" shall be governed

by:

- (a) Executive Order EO/003/2010 issued by the Governor (<http://www.rules.utah.gov/execdocs/2010/ExecDoc149415.htm>);
- (c) Title 67, Part 16 "Utah Public Officers' and Employees' Ethics Act;"
- (d) Section 76-8-103, "Bribery or Offering a Bribe;" and
- (e) any other applicable law.

R23-1-2404. Socialization with Vendors and Contractors.

- (1) A procurement professional shall not:
 - (a) participate in social activities with vendors or contractors that will interfere with the proper performance of the procurement professional's duties;
 - (b) participate in social activities with vendors or contractors that will lead to unreasonably frequent disqualification of the procurement professional from the procurement process; or
 - (c) participate in social activities with vendors or contractors that would appear to a reasonable person to undermine the procurement professional's independence, integrity, or impartiality.
- (2) If an executive branch procurement professional participates in a social activity prohibited under R23-1-2404(1), or has a close personal relationship with a vendor or contractor, the procurement professional shall promptly notify their supervisor and the supervisor shall take the appropriate action, which may include removal of the procurement professional from the procurement or contract administration process that is affected.

R23-1-2405. Financial Conflict of Interests Prohibited.

- (1) A procurement conflict of interest is a situation in which the potential exists for an executive branch employee's personal financial interests, or for the personal financial interests of a family member, to influence, or have the appearance of influencing, the employee's judgment in the execution of the employee's duties and responsibilities when conducting a procurement or administering a contract.
- (2) In order to preserve the integrity of the State's procurement process, an executive branch employee may not take part in any procurement process, contracting or contract administration decision:
 - (a) relating to the employee or a family member of the employee; or
 - (b) relating to any entity in which the employee or a family member of the employee is an officer, director or partner, or in which the employee or a family member of the employee owns or controls 10% or more of the stock of such entity or holds or directly or indirectly controls an ownership interest of 10% or more in such entity.
- (3) If a procurement process, contracting or contract administration matter arises relating to the employee or a family member of the employee, the employee must advise his or her supervisor of the relationship, and must be recused from any and all discussions or decisions relating to the procurement, contracting or administration matter. The employee must also comply with all disclosure requirements in Utah Code Title 67 Chapter 16, Utah Public Officers' and Employees' Ethics Act.

R23-1-2406. Bias Participation Prohibitions.

- (1) Division employees are prohibited from participating in any and all discussions or decisions relating to the procurement, contracting or administration process if they have a bias that

would appear to a reasonable person to influence their independence in performing their assigned duties and responsibilities relating to the procurement process, contracting or contract administration or prevent them from fairly and objectively evaluating a proposal in response to a bid, RFP or other solicitation. This provision shall not be construed to prevent an employee from having a bias based on the employee's review of a response to the solicitation in regard to the criteria in the solicitation.

(2) If an executive branch employee has an impermissible bias under Rule R23-1-2406(1) above regarding an individual, group, organization, or vendor responding to a bid, RFP or other solicitation, the employee must make a written disclosure to the supervisor and the supervisor shall take appropriate action, which may include recusing the employee from any and all discussions or decisions relating to the solicitation, contracting or administration matter in question. This provision shall not be construed to prevent an employee from having a bias based on the employee's review of a response to the solicitation in regard to the criteria in the solicitation.

R23-1-2407. Professional Relationships and Social Acquaintances Not Prohibited.

(1) It is not a violation for an executive branch employee who participates in discussions or decisions relating to the procurement, contracting or administration process to have a professional relationship or social acquaintance with a person, contractor or vendor responding to a solicitation, or that is under contract with the State, provided that there is compliance with Rule R33-24-105, Rule R33-24-106, the Utah Public Officers' and Employees' Ethics Act, The Governor's Executive Order (EO 002 2014) "Establishing an Ethics Policy for Executive Branch Agencies and Employees," and other applicable State laws.

KEY: contracts, procurement, public buildings

Date of Enactment or Last Substantive Amendment: March 3, 2015

Notice of Continuation: May 3, 2012

Authorizing, and Implemented or Interpreted Law: 63A-5-103 et seq.; 63G-2-101 et seq.; 63G-6-208(2)



Gary R. Herbert
Governor

Utah State Building Board

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MEMORANDUM

To: Utah State Building Board
From: Alan Bachman, Assistant Attorney General
Date: February 1, 2017
Subject: **Five Year Notice of Review and Statement of Continuation for Rule R23-19, Facility Use Rules.**
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 R23-19, Facility Use Rules, is due for review; therefore, the "Five Year Notice of Review and Statement of Continuation" must be filed with the Division of Administrative Rules on or before May 3, 2017.

Recommendation:

It is recommended that the Board authorize the filing of the "Five Year Notice of Review and Statement of Continuation" for Rule R23-19 at the scheduled Board meeting on February 1, 2017.

Background:

Rule R23-19, under the authority of the Board and Executive Director, regulates the use of state facilities and grounds, including the use of political signs, and also authorizes written policies to be created pursuant to this rule. This Rule was recently amended by your Board effective August 7, 2014. There are no recommended amendments to this Rule at this time. A copy of Rule R23-19 is attached.

AB/ser

Attachment: Copy of Utah Administrative Code Rule R23-19

FIVE-YEAR NOTICE OF REVIEW AND STATEMENT OF CONTINUATION

Rule Information

DAR file no: _____ Date filed: _____
 State Admin Rule Filing Key: 158328
 Utah Admin. Code ref. (R no.): R23-19

Agency Information

1. Agency: ADMINISTRATIVE SERVICES - Facilities Construction and Management

Room no.: 4110
 Building: STATE OFFICE BLDG
 Street address 1: 450 N STATE ST
 Street address 2:
 City, state, zip: SALT LAKE CITY UT 84114-1201
 Mailing address 1: PO BOX 141160
 Mailing address 2:
 City, state, zip: SALT LAKE CITY UT 84114-1160

Contact person(s):

Name:	Phone:	Fax:	E-mail:	Remove:
Alan Bachman	801-538-3105	801-538-3313	abachman@utah.gov	
Jeff Reddoor	801-971-9830		jreddoor@utah.gov	
Simone Rudas	801-538-3240		srudas@utah.gov	

(Interested persons may inspect this filing at the above address or at DAR during business hours)

Rule Title

2. Title of rule or section (catchline):
 Facility Use Rules

Rule Provisions

3. A concise explanation of the particular statutory provisions under which the rule is enacted and how these provisions authorize or require the rule:
 Utah Code Sections 63A-5-103 and 63A-5-204 authorize this rule.

Content Summary

4. A summary of written comments received during and since the last five-year review of the rule from interested persons supporting or opposing the rule:
 No comments have been received since the last five-year review.

Justification Information

5. A reasoned justification for continuation of the rule, including reasons why the agency disagrees with comments in opposition to the rule, if any:
 This Rule should be continued because the Building Board is required make rules regarding the use and management of state facilities under Utah Code 63G-3.

Indexing Information

6. Indexing information - keywords (maximum of four, one term per field, in lower case, except for acronyms (e.g., "GRAMA") or proper nouns (e.g., "Medicaid")):
public buildings, facilities use, space heaters

File Information

7. Attach an RTF document containing the text of this rule change (filename):
No document is associated with this filing.

To the Agency

Information requested on this form is required by Section 63G-3-305. Incomplete forms will be returned to the agency for completion, possibly delaying the effective date.

Agency Authorization

Agency head or designee, and title: Jeff Reddoor
State Building Board Manager Date (mm/dd/yyyy):

R23. Administrative Services, Facilities Construction and Management.

R23-19. Facility Use Rules.

R23-19-1. Purpose.

The purpose of this rule is to regulate the use of state facilities and grounds as defined below, providing rules regarding political signs, as well as authorizing written policies to be created pursuant to this rule.

R23-19-2. Authority and Applicability.

(1) This Rule is authorized under Sections 63A-5-103 and 63A-5-204 which authorizes the making of rules regarding the use and management of state facilities and grounds owned or occupied by the State for the use of its department and agencies.

(2) This Rule shall apply to all state facilities and grounds except as follows:

(a) To the extent not authorized by law or the Utah Constitution, this Rule does not apply to state facilities and grounds under the jurisdiction of the legislative and judicial branches of the State of Utah government.

(b) This Rule does not apply to state facilities and grounds under the jurisdiction of the Utah State Board of Regents.

(c) This Rule does not apply to state facilities and grounds under the jurisdiction of the Capitol Preservation Board.

(d) This Rule does apply to state facilities and grounds under a lease to the extent consistent with the lease agreement, as the lease agreement shall control the use of the property under the lease.

Notwithstanding this, the requirements of the constitutions of the United States and the State of Utah shall supersede the provisions of any such lease agreement and in particular, in the exercise of freedom of speech or assembly rights under such constitutions in any such leased facilities and grounds, the provisions of this rule regarding time, place and manner shall apply.

R23-19-3. Definitions.

(1) "Agency" means a State of Utah department, division or agency.

(2) "DFCM" means the Division of Facilities Construction and Management, a division within the Department of Administrative Services.

(3) "Event" or "events" are commercial, community service, private and state sponsored activities involving one or more persons. A free speech activity is not an event for purposes of this rule. The term "activity" or "activities" may be substituted in this rule for the term "event" or "events."

(4) "Facility Use Application" means a form, if required by the policies of the Managing Agency, which may require information identifying the event, time, location and purpose for a facility use permit that needs to be completed by a prospective user and submitted to the Managing Agency of the State Office Building.

(5) "Facility Use Permit" ("Permit") means a written permit issued by the Managing Agency authorizing the use of an area of state facilities and grounds for an event in accordance with this rule.

(6) "Freedom of Speech Activity" is as defined in Rule R23-20.

(7) "State Sponsored Activity" means any event sponsored by the state that is related to state business. This does not include extra-curricular activities.

(8) "Private Activity" means an event sponsored by private individuals, business or organizations that is not a commercial or community service activity.

(9) "Managing Agency" means the agency responsible for the management, operations and use of the facility. If DFCM is responsible for the maintenance of state facilities and grounds, the agreement between DFCM and the occupying agency shall identify the "Managing Agency."

(10) "State Facilities and Grounds" means State of Utah facilities and/or grounds where the principal use of the facility and/or grounds is related to state office or program functions or is under the control of any State of Utah agency; all of which is subject to the exclusions of Rule R23-19-2(2).

(11) "Community Service Activities" means events sponsored by governmental, quasi-governmental and charitable organizations, city and county government departments and agencies, public schools, and charitable organizations held to support or recognize the public or charitable functions of such sponsoring group.

(12) "Commercial Activities" means events that sponsored or conducted for the promotion of commercial products or services, and include advertising, private parties, private company or organization meetings, and any other non-public organization event. Commercial activities do not include private, community service, state sponsored, or free speech activities.

(13) "Political Sign" means a sign regarding a candidate for political office or regarding a political issue to be considered in an election.

(14) "Commercial Solicitation" is as defined in rule R23-19-6.

(15) "State" means the State of Utah and any of its agencies, departments, divisions, officers, and legislators, members of the judiciary, persons serving on state boards or commissions, and employees of the above entities and persons.

R23-19-4. State Office Building Use Requirements.

(1) The Managing Agency may adopt policies, which require a Facility Use Permit to be submitted. Such policies may provide for a waiver of the policy adopted under this Rule R23-19-4(1) under criteria specified in the policies. The policies may specify the form of the application, including:

(a) The time, place, purpose and scope of the proposed activity;

(b) Whether the applicant requests a waiver of any requirement of this rule or provision of the Facility Use Permit;

(c) A certificate of liability insurance in the amount of \$1,000,000 per person, \$2,000,000 per occurrence, except for Freedom of Speech Activities where no insurance is required; and

(d) Any required fee subject to the following:

(i) Fees may be assessed for the use of state facilities and grounds through the written policies of the Managing Agency. When any activity is subject to a fee, the Managing Agency should consider at a minimum the actual cost to the State including utilities, janitorial, security and rental cost for equipment. The following applies to specific activities:

(ii) "Freedom of Speech Activities." There are no fees for freedom of speech activities, but costs for requested use of state equipment or supplies may be assessed through the uniformly applied policies of the Managing Agency.

(ii) "Commercial Activities" or "Private Activities" shall be assessed a fee, which is reasonably comparable to fees charged for similar activities within the County of the state facilities and grounds. There shall be no fee waiver allowed for commercial or private activities.

(iii) "Community Service Activities" shall be assessed a fee of 50 percent of the fee for a commercial activity and such fee may only be waived if requested in a facility use application and granted by the approving authority. There shall be no waiver of the fee related to the costs of

requested use of state equipment and supplies, which is assessed through the uniformly applied policies of the Management Agency.

(iv) "State Sponsored Activities." There are no fees for state sponsored activities, except that state agencies will be required to pay the costs and fees identified in the uniform policies of the Management Agency when the activity is not required for the conducting of state business, such as after-hour social events, employee recognition events, and holiday parties.

(2) The proposed activity shall not interfere with the operation of governmental business or public access. No persons shall unlawfully intimidate or interfere with persons seeking to enter or exit any facility, or use of any state facilities and grounds.

(3) The consumption, distribution or open storage of alcoholic beverages in state facilities and grounds is prohibited. This provision shall not apply to state facilities and grounds under the jurisdiction of the Department of Alcohol Beverage Control or golf courses under the Division of Parks and Recreation.

(4) Open flames, flammable fluids, candles, burning incense or explosives are prohibited, except that a gelled alcohol food warming fuel used for food preparation or warming, whether catered or not, is allowed provided that it is in:

(a) a one ounce capacity container (29.6 ml) on a noncombustible surface; or

(b) a container on a noncombustible surface, not exceeding one quart (946.g ml) capacity with a controlled pouring device that will limit the flow to a one ounce (29.6 ml) serving.

(5)(a) The use of a personal space heater is prohibited, except as provided in Subsection (b).

(b) Any person with a medical related condition may obtain approval by the managing agency to use a personal space heater provided the person submits a signed statement by a Utah licensed physician verifying that the medical related condition requires a change in the standard room temperature and the use of the space heater meets the specifications in Subsection (c).

(c) If a space heater is approved by the managing agency, the space heater shall:

(i) not exceed 900 watts at its highest setting;

(ii) be equipped with a self-limiting element temperature setting for the ceramic elements;

(iii) have a tip-over safety device;

(iv) be equipped with a built-in timer not to exceed eight hours per setting;

(v) be equipped with a programmable thermostat; and

(vi) be equipped with an overheat protection feature.

(d) Notwithstanding any other provision of this Rule, if the space heater is to be placed in a facility leased by the State through the Division, the placement must also be approved by the Real Estate Section of the Division.

(6) For Personal appliances, other than space heaters regulated under Rule R23-19-4(5) above, the following applies:

(a) Personal appliances are prohibited in a private office or cubical but are allowed in break areas.

(b) "Personal appliances" for purposes of this Rule include, but are not limited to: coffee makers, refrigerators, air conditioners, food warmers, hot plates, microwaves, waffle makers, toasters and toaster ovens.

(c) "Personal appliances" for purposes of this Rule does not include personal fans, which are allowed.

(d) Any person with a medical related condition may obtain approval by the managing agency to use a personal appliance that would otherwise be prohibited, if the person submits a

signed statement by a Utah licensed physician verifying that the medical related condition requires the use of the personal appliance in the employee's private office or cubicle.

(7) No displays, including but not limited to signs, shall be affixed to state facilities and grounds.

(8) User shall not sublet any part of the premises or transfer or assign the premises or change the purpose of the permitted activity without the written consent of the state.

(9) Alteration and damage to a state facilities and grounds including grass, shrubs, trees, paving or concrete, is prohibited.

(10) All costs to repair any damage or replace any destruction, regardless of the amount or cost of restoration or refurbishing shall be at the expense of the persons(s) responsible for such damage or destruction.

(11) Service animals are permitted, but the presence of other animals is allowed only with advance written permission of the Managing Agency. Owners/caretakers are responsible for the safety to the animal, persons, grounds and facilities.

(12) Littering is prohibited.

(13) Decorations.

(a) All cords must be taped down with 3M #471 tape or equivalent as determined by the Managing Agency.

(b) There shall be no posting or affixing of placards, banners, or signs attached to any part of any building or on the grounds. All signs or placards shall be hand held.

(c) No adhesive material, wire, nails, or fasteners of any kind may be used on the buildings or grounds.

(d) Nothing may be used as a decoration, or be used in the process of decorating, that marks or damages structure(s).

(e) All decorations and supporting structures shall be temporary.

(f) Any writing or use of ink, paint or sprays applied to any area of any building is prohibited.

(g) Users may not decorate the outside of any facility or any portion of the grounds.

(h) Signs, posters, decorations, displays, or other media shall be in compliance with the state law regarding Pornographic and Harmful Materials and Performances, Section 76-10-1201 et seq.

(14) Live cut trees. Any live cut trees placed inside a building must be treated with fire retardant as approved by the facility manager.

(15) The following applies to artificial trees:

(a) Artificial trees shall be listed flame retardant by an independently nationally recognized laboratory with evidence of the listing available to the facility manager.

(16) The facility manager has the right to deem a tree unsafe and request that agency to remove the tree immediately if these rules are not strictly followed.

(17) All electrical decorations, including but not limited to those on trees, shall be UL listed in good condition without frayed wiring, loose connections or broken sockets. They must be used according to the manufacturers' recommendations. The electrical connection, including cabling must be approved in advance by the facility manager. Any electrical decorations must be turned off at the end of the business day for each particular agency.

(18) Set up/Clean up.

(a) All deliveries and loading/unloading of materials shall be limited to routes and elevators as specified by the Managing Agency.

(b) All decorations, displays and exhibits shall be taken down by the designated end time of the event in a manner that is least disruptive to state business.

(c) Users shall leave all state facilities and grounds in its original condition and appearance.

(19) Parking. There must be compliance with the written parking requirements adopted by the Managing Agency.

(20) Compliance with Laws.

(a) Users shall conform to all applicable and constitutional laws and requirements, including health, safety, fire, building and other codes and similar requirements. Occupancy limits as posted in or applicable to any public area will dictate, unless otherwise limited for public safety, the number of persons who can assemble in the public areas. Under no circumstance will occupancy limits be exceeded. State security personnel shall use reasonable efforts to ensure compliance with occupancy, safety, and health requirements.

(b) Safety requirements as used in this rule include safety and security requirements made known to the Managing Agency by the Utah Department of Public Safety or the federal government for the safety and security of special events and/or persons.

(c) "No Smoking" statutes, rules and policies, including the Utah Indoor Clean Air Act, Section 26-38 et seq. shall be observed.

(d) All persons must obey all applicable firearm laws, rules, and regulations.

(21) Security and Supervision at Events.

(a) The Managing Agency may adopt written policies regarding security requirements for events, which must be followed.

(b) At least one representative of the applicant identified in the application and permit shall be present during the entire activity.

(22) Photography, Portraits and Video/Filming.

(a) Any photography, videotaping or filming, shall require advance notice to, and permission from the Managing Agency for scheduling.

(b) This Subsection (22) shall not apply to tourists and does not apply to the extent it is the exercise of a free speech activity.

(23) Commercial, Private and Community Service Activities. A Managing Agency may determine through its written policies to categorically not allow any commercial, private and/or community service activities. However, if commercial or private activities are allowed, then community service activities shall be allowed subject to all the requirements of this rule and a facility use permit.

(24) Liability.

(a) The state, Managing Agency and their designees, employees and agents shall not be deemed in default of any issued permit, or liable for any damages if the performance of any or all of their obligations under the permit are delayed or become impossible because of any act of God, terrorism, war, riot or civil disobedience, epidemic, strike, lock-out or labor dispute, fire, or any other cause beyond their reasonable control.

(b) Except as required by law, the state shall not be responsible for any property damage or loss, nor any personal injury sustained during, or as a result of, any use, activity or event.

(c) Users/applicants shall be responsible for any personal injury, vandalism, damage, loss, or other destruction of property caused by the user or an attendee at the applicant's event.

(25) Indemnification. Individuals and organizations using any state facilities and grounds do so at their own risk and shall indemnify and hold harmless the state from and against any and all suits, damages, claims or other liabilities due to personal injury or death, and from damage to or loss

of property arising out of or resulting from the conduct of such use or activities on the Capitol Hill Complex.

(26) Enforcement of Rules. If any person or group is found to be in violation of any of the applicable laws and rules, a law enforcement officer or state security officer may issue a warning to cease and desist from any non-complying acts. If the law enforcement or security officer observes a non-compliant act after a warning, the officer may take disciplinary action including citations, fines, cancellations of event or activity, or removal from the state facility and grounds.

R23-19-5. Facility Use Permit - Denial - Appeal - Cancellation - Revocation - Transfer.

(1) Within ten (10) working days of receipt of a completed application, the Managing Agency shall issue a Facility Use Permit or notice of denial of the application.

(2) The Managing Agency may deny an application if:

(a) The application does not comply with the applicable rules;

(b) The event would conflict or interfere with a state sponsored activity, a time or place reserved for freedom of speech activities, the operation of state business, or a legislative session; and/or

(c) The event poses a safety or security risk to persons or property.

(3) The Managing Agency may place conditions on the approval that alleviates such concerns.

(a) If the applicant disagrees with a denial of the application or conditions placed on the approval, the applicant may request a reconsideration of the Managing Agency's determination by delivering the written request for reconsideration and reasons for the disagreement to the Managing Agency within five (5) working days of the issuance of the notice of denial or approval with conditions.

(b) Within ten (10) days after the Managing Agency receives the written request for reconsideration, the Managing Agency may modify or affirm the determination.

(c) If the matter is still unresolved after the issuance of the Managing Agency's reconsideration determination, the applicant may appeal the matter, in writing, within ten (10) calendar days to the Executive Director of the Department of Administrative Services who will determine the process of the appeal.

(5) Facility Use Permits are non-transferable. The purpose, time, place and other conditions of the Facility Use Permit may not be changed without the advance written consent of the Managing Agency.

(6) An event may be re-scheduled if the Managing Agency determines that an event will conflict with a governmental function, free speech activity or state sponsored activity.

(a) The Managing Agency may revoke any issued permit if this rule R23-19, any applicable law, or any provision of the permit is being violated. The permit may also be revoked if the safety or health of any person is threatened.

(b) The permittee may cancel the permit and receive a refund of fees, less any incurred costs to the state or managing agency, and any deposits if written notice of cancellation is received by the Managing Agency at least 48 hours prior to the scheduled event. Failure to timely cancel the event will result in the forfeiture of any deposit and fees.

R23-19-6. Commercial Solicitation Policy.

(1) In general, commercial solicitation is prohibited.

(2) Nothing in this rule shall be interpreted as to infringe upon anyone's constitutional right

of freedom of speech and freedom of association.

(3) In addition to the definitions in R23-19-3 above, the following definitions shall also apply to this Rule R23-19-6:

(a) "Commercial Solicitation(s)" means any commercial activity conducted for the purpose of advertising, promoting, fund-raising, buying or selling any product or service, encouraging membership in any group, association or organization, or the marketing of commercial activities by distributing handbills, leaflets, circulars, advertising or dispersing printed materials for commercial purposes.

(b) "Commercial Solicitation" for the purpose of this rule does not include free speech activities as defined in rule R23-20, Utah Administrative Code.

(c) "Commercial Solicitation" for the purpose of this rule does not include filming or photographic activities, but such activities shall be subject to rule R23-19 et seq.

(d) "Commercial Solicitation" for the purpose of this rule does not include solicitation by the state or federal government; solicitation related to the business of the state, solicitation related to the procurement responsibilities of the state, solicitation allowed as a matter of right under applicable federal or state law; or solicitation made pursuant to a contract or lease with the state.

(4) Commercial Solicitation Allowed under a Facility Use Permit.

(a) Commercial solicitation, not prohibited by R23-19-6(5) below, may be allowed in conjunction with the issuance of a facility use permit under rule R23-19 and such commercial solicitation must comply with the facility use rules of R23-19-1 et seq.

(b) All materials allowed shall be displayed only on bulletin boards or in areas that have been approved in advance by the Managing Agency.

(c) The issuance of a facility use permit shall not be construed as state endorsement of the solicitor's product, service, charity or event.

(d) Soliciting activities are subject to all littering laws and regulations.

(5) Prohibited Commercial Solicitation. The following commercial solicitation activities are prohibited and no facility use permit shall be issued for such:

(a) Door-to-door commercial solicitation of items, services or donations.

(b) Commercial solicitation to persons in vehicles or by leaving any commercial solicitation materials on vehicles or parking lots.

(c) Any sale of food or beverage products that would be in any violation of any contract entered into by the State or the Managing Agency.

R23-19-7. Waivers.

(1) The Managing Agency may waive, in writing, the requirements of any provision of this Rule R23-19 upon being presented with compelling reasons that the waiver will substantially benefit the public of the state of Utah and that the facilities, grounds and persons will be appropriately protected. Conditions may be placed on any approved waiver to assure the appropriate protection of facilities, grounds and person. An appeal of a denial of a request for such waiver may be filed and processed similarly to the denial of a Facility Use Permit as described in R23-19-5.

(2) Costs and fees shall be waived for state sponsored activities. However, state agencies will be required to pay the costs and fees identified in the Schedule of Costs and Fees when the activity is not required for the conducting of state business, such as after-hour social events, employee recognition events, and holiday parties. Costs and fees will not be waived for commercial, private and commercial solicitation activities.

(3) Notwithstanding the waiver provisions of this rule, the following may not be waived by

the Managing Agency: R23-19-4(2), (4), (5) (8), (9), (10), (11), (15), (16), (18), (19), (20) and (21) as well as R23-19-6.

R23-19-8. Political Signs.

Political signs, except for hand-carried signs during permitted events under a Facility Use Permit, are prohibited on all State of Utah owned properties except as allowed under a Freedom of Speech Activity or as protected under the State of Utah or United States Constitutions.

Rule R23-19-8(1) shall not apply to Utah Department of Transportation right-of-ways, properties of the State and Institutional Trust Lands Administration or properties of Higher Education, any of which may have its own laws or rules applicable to political signs.

KEY: public buildings, facilities use, space heaters

Date of Enactment or Last Substantive Amendment: August 7, 2014

Notice of Continuation: May 3, 2012

Authorizing, and Implemented or Interpreted Law: 63A-5-103; 63A-5-204



Gary R. Herbert
Governor

Utah State Building Board

3120 State Office Building
Salt Lake City, Utah 84114
Phone (801) 538-3010
Fax (801) 538-3844

MEMORANDUM

To: Utah State Building Board
From: Alan Bachman, Assistant Attorney General
Date: February 1, 2017
Subject: **Five Year Notice of Review and Statement of Continuation for Rule R23-20, Free Speech Activity.**
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 R23-20, Free Speech Activity, is due for review; therefore, the "Five Year Notice of Review and Statement of Continuation" must be filed with the Division of Administrative Rules on or before May 3, 2017.

Recommendation:

It is recommended that the Board authorize the filing of the "Five Year Notice of Review and Statement of Continuation" for Rule R23-20 at the scheduled Board meeting on February 1, 2017. There are no recommended amendments to this Rule at this time.

Background:

Rule R23-20, under the authority of the Board, facilitates constitutionally protected free speech and assembly at state facilities and grounds. A copy of Rule R23-20 is attached.

AB/ser

Attachment: Copy of Utah Administrative Code Rule R23-20

FIVE-YEAR NOTICE OF REVIEW AND STATEMENT OF CONTINUATION

Rule Information

DAR file no: Date filed:
State Admin Rule Filing Key: 158329
Utah Admin. Code ref. (R no.): R23-20

Agency Information

1. Agency: ADMINISTRATIVE SERVICES - Facilities Construction and Management
Room no.: 4110
Building: STATE OFFICE BLDG
Street address 1: 450 N STATE ST
Street address 2:
City, state, zip: SALT LAKE CITY UT 84114-1201
Mailing address 1: PO BOX 141160
Mailing address 2:
City, state, zip: SALT LAKE CITY UT 84114-1160

Contact person(s):

Table with 5 columns: Name, Phone, Fax, E-mail, Remove. Rows include Alan Bachman, Jeff Reddoor, and Simone Rudas.

(Interested persons may inspect this filing at the above address or at DAR during business hours)

Rule Title

2. Title of rule or section (catchline):
Free Speech Activities

Rule Provisions

3. A concise explanation of the particular statutory provisions under which the rule is enacted and how these provisions authorize or require the rule:
This Rule is authorized under Sections 63A-5-103 and 63A-5-204.

Content Summary

4. A summary of written comments received during and since the last five-year review of the rule from interested persons supporting or opposing the rule:
No comments have been received since the last five-year review.

Justification Information

5. A reasoned justification for continuation of the rule, including reasons why the agency disagrees with comments in opposition to the rule, if any:
This Rule should be continued because such a rule regarding the use and management of state facilities is required under Utah Code 63G-3.

Indexing Information

6. Indexing information - keywords (maximum of four, one term per field, in lower case, except for acronyms (e.g., "GRAMA") or proper nouns (e.g., "Medicaid")):
rally, assembly, free speech

File Information

7. Attach an RTF document containing the text of this rule change (filename):
No document is associated with this filing.

To the Agency

Information requested on this form is required by Section 63G-3-305. Incomplete forms will be returned to the agency for completion, possibly delaying the effective date.

Agency Authorization

Agency head or designee, and title: -- SELECT ONE --

Date (mm/dd/yyyy):

R23. Administrative Services, Facilities Construction and Management.

R23-20. Free Speech Activities.

R23-20-1. Purpose.

- (1) The purpose of this rule is to:
- (a) facilitate constitutionally protected free speech and assembly at state facilities and grounds.
 - (b) preserve the right of every person to exercise free speech and freedom of assembly as protected by the constitutions of the state of Utah and the United States subject to lawful time, place and manner rules regarding free speech activities necessary to protect the public health, safety and welfare, including safety and security considerations, the rights of others to exercise free speech and freedom of assembly, and minimizing the disruption to governmental business;
 - (c) facilitate public assembly and communication between people;
 - (d) designate areas under the Managing Agency's control, for free speech activities as specified in this rule that are necessary to protect the public health, safety and welfare, including safety and security considerations, the rights of others to exercise free speech and freedom of assembly, and minimizing the disruption to governmental business; and
 - (e) establish guidelines to facilitate constitutionally protected free speech activities and public assembly.
- (2) This rule is intended to further the following governmental interests:
- (a) to facilitate constitutionally protected free speech activities and public assembly;
 - (b) to provide for lawful time, place and manner rules regarding free speech activities necessary to protect the public health, safety and welfare;
 - (c) to provide safety and security of all persons visiting or using state facilities and grounds;
 - (d) to minimize disruption to or interruption of the conduct of state business;
 - (e) to maintain unobstructed and efficient flow of pedestrian and vehicular traffic between and within state facilities and grounds in order to provide safety and security of persons, emergency vehicle access, and assure accessibility to public services;
 - (f) to provide all persons their guaranteed right of free speech and freedom of assembly without harm or interruption; and
 - (g) to inform persons of their responsibilities regarding littering, damage to, and vandalism of state facilities and grounds.

R23-20-2. Authority.

This rule is adopted pursuant to the authority granted to the Board under Sections 63A-5-103 and 63A-5-204. The Managing Agency may adopt policies and procedures to implement this rule.

R23-20-3. Definitions.

The definitions of rule R23-19-3 shall apply to this rule R23-20. In addition, the following definitions shall apply for purposes of this rule:

- (1) "Free Speech" and "Freedom of Assembly" means the exercise of free speech and freedom of assembly as protected by the constitutions of the state of Utah and the United States.
- (2) "Free Speech Activity" or "Free Speech Activities" means the use of an area of the state facilities and grounds for a demonstration, rally, leafleting, press conference, vigil, march or parade that is available for such activity under this rule, by one or more persons for constitutionally protected free speech or assembly.
 - (a) "Advanced Planned Free Speech Activity" means a free speech activity that can be

reasonably scheduled in advance of its occurrence, such that the Managing Agency may lawfully require compliance with certain requirements as specified in this rule.

(b) "Short-Notice Free Speech Activity" means a free speech activity that arises out of, or is related to events or other public issued activities which cannot be reasonably anticipated far enough in advance of the occurrence to reasonably allow compliance with the requirements for an advanced planned free speech activity.

(3) "Demonstration" means the assembly of a group of individuals that join together to express a point of view openly.

(4) "Rally" means to hold an open gathering of a group of individuals of similar purpose to join together to express a point of view openly.

(5) "Leafleting" means the continuous unsolicited distribution of leaflets, buttons, handbills, pamphlets, flyers or any other written or similar materials indiscriminately to pedestrians or passers by.

(6) "Press Conference" is an organized formal assembly called by an individual or group to announce or express a point of view to the public utilizing the press and other media.

(7) "Vigil" means an assembly of an individual or individuals who come together to demonstrate their solidarity by an occasion or devotional watching or observance.

(8) "March" or "Parade" means the organized assembly of individuals who are celebrating or expressing a point of view while moving from one location to another.

(9) "Public Areas" are all areas of the state facilities and grounds open to the public.

R23-20-4. Free Speech and Freedom of Assembly; In General.

Unless specifically regulated by this rule as to time, place or manner, all free speech and freedom of assembly may occur in all areas of the state facilities and grounds in any lawful form or manner as guaranteed by the constitutions of the state of Utah and the United States.

R23-20-5. Time, Place, and Manner of Free Speech Activities.

(1) Free Speech and Assembly Promoted and Encouraged. Free speech and freedom of assembly, as protected by the constitutions of the state of Utah and United States, is promoted and encouraged at state facilities and grounds. Free speech activities, as specifically defined in this rule, are subject to lawful time, place and manner rules regarding free speech activities necessary to protect the public health, safety and welfare, including safety and security considerations, the rights of others to exercise free speech and freedom of assembly, and minimizing the disruption to governmental business.

(2) Subject to Facility Use Rules, Exception. Free speech activities shall be subject to R23-19-1 et seq., except that, in the case of conflict, the provisions of this rule R23-20 shall control.

(3) Time.

(a) Free speech activities held outdoors may take place 24 hours a day subject to duration requirements specified in this rule.

(b) Free speech activities held indoors may take place during the hours such public areas are open to the public, generally between 8:00 a.m. to 5:00 p.m.

(4) Place.

(a) Health, safety and welfare restricted areas that may not be reserved for a free speech activity are the vehicular traveled portions of roads, roadways or parking lots, areas directly in front of or adjacent to parking garages' entrances or exits, paths of egress or access to emergency stairs and emergency egress hallways, areas under construction which are hazardous to non-construction

workers, and those specific portions of the state facilities and grounds that contain storage, utilities and technology servicing the state facilities and grounds or other areas, which either must be available for prompt repair, are not open for public use or represent a danger to members of the public.

(b) In order to protect the public health, safety and welfare and allow for public accessibility to and the conduct of state business, a demonstration, rally, parade, march or vigil may only be conducted on the public areas of the grounds and not inside the facilities.

(c) Notwithstanding any other provision of this rule, there is no registration requirement for free speech leafleting. In order to protect the public, health, safety and welfare and allow for public accessibility to and the conduct of state business, free speech activity leafleting, as defined in this rule, is allowed at state facilities and grounds in the areas open to the public, without interference from state security, provided that it is done in a non-aggressive manner and does not prevent other individuals from passing along sidewalks and through doorways. The state is allowed to enforce any and all applicable statutes and ordinances regarding blocking public sidewalks, blocking hallways, disorderly conduct, blocking entrances to public buildings, garage entries, assault, battery and the like consistent with the requirements of the constitutions of the state of Utah and the United States. Leafleting is not allowed by placing leaflets on vehicles on the state facilities and grounds.

(5) Manner.

(a) Registration and Scheduling.

(i) All free speech activities shall comply with the following requirements, except that leafleting shall not be subject to any registration requirements.

(ii) An advanced planned free speech activity shall register as soon as reasonably possible, but not less than seven (7) days in advance of the free speech activity by registering with the Managing Agency.

(iii) Persons registering will provide the following information: the name of the sponsoring organization; the name and contact information of a contact person or agent; the type of free speech activity; the date, time and duration of the free speech activity; the public area requested for use; the number of anticipated participants; and a list of equipment and services to be used in connection with the free speech activity. Registration shall be on a standard form prepared by the Managing Agency.

(iv) If a person or group fails to register due to a short-notice free speech activity, they may still conduct the free speech activity provided it does not create a problem of public safety or interfere with the time and location of a previously scheduled free speech activity in the same public area and meets all the other requirements of this rule. In the case of such problem of public safety or interference, the Managing Agency will coordinate with the applicant in reasonable efforts to find an alternative reasonable time or location.

(b) Priority.

(i) The scheduling assignment of public areas shall be made on a first-come, first-serve basis.

(ii) In the case of scheduling conflicts, first priority in the use of the public areas shall be given to government business and/or state sponsored activities where the authorized governmental official is reserving the public area for an expressed governmental or state need. Free speech activities shall be given priority over community service, commercial and private activities. In the case of such problem of public safety or interference, the Managing Agency will coordinate with the applicant in reasonable efforts to find an alternative reasonable time or location.

(iii) No group or individual will be denied access to or use of a public area unless the

proposed free speech activity violates this rule, applicable law, conflicts with a scheduled state sponsored activity, or conflicts with the time and location of a previously scheduled free speech activity.

(c) Consistent with the protections of the Utah and United States constitutions in order to preserve the free speech rights of others, outbursts or similar actions which disrupts or is likely to disrupt any government meeting or proceeding, is prohibited.

R23-20-6. Expedited Appeals-Free Speech Activities.

(1) Claims eligible for expedited appeal. The following determinations of claims regarding a free speech activity may be appealed as provided below:

(a) A determination by the Managing Agency that a proposed event or activity is a commercially related special event and not exempted as a free speech activity;

(b) A claim by an applicant that the Managing Agency's denial, or condition of approval, of a proposed route, time or location for a free speech activity constitutes a violation of this rule or an unlawful time, place or manner restriction; or

(c) Any other claim by an applicant that any action by the state regarding the proposed free speech activity impermissibly burdens constitutionally protected rights of the applicant, sponsor, participants or spectators.

(2) Process for Expedited Appeal:

(a) The State acknowledges an obligation to process appeals regarding a free speech activity promptly so as to not unreasonably inhibit or unlawfully burden constitutionally protected activities. Any time limit stated below may be lengthened if agreed to by the appellant and the Managing Agency.

(i) As soon as reasonably possible, but no later than two (2) working days after receipt of a completed registration, the Managing Agency shall issue a determination, which may include lawful conditions, or notice of denial of the registration application.

(b) The Managing Agency may deny the requested activity if:

(i) the requested activity does not comply with the applicable rules;

(ii) the registrant attempts to register a free speech activity, but the Managing Agency determines that it is a commercial activity;

(iii) the event would disrupt, conflict or interfere with a state sponsored activity, a time or place reserved for another free speech activity, the operation of state business, and such determination is in accordance with applicable constitutional provisions; and/or

(iv) the event poses a safety or security risk to persons or property and such determination is in accordance with applicable constitutional provisions.

(c) The Managing Agency may place conditions on the approval that alleviates such concerns and such conditions are in accordance with this rule and applicable constitutional provisions.

(i) If the applicant disagrees with a denial of the request or conditions placed on the approval, the applicant may appeal the Managing Agency's determination by delivering the written appeal and reasons for the disagreement to the Managing Agency.

(ii) Within three (3) working days after the Managing Agency receives the written appeal, the Managing Agency may modify or affirm the determination.

(iii) If the matter is still unresolved after the issuance of the Managing Agency's reconsideration determination, the applicant may appeal the matter, in writing, within ten (10) calendar days to the Executive Director of the Department of Administrative Services who will

determine the process of the appeal and provides for a determination within five (5) working days.

(e) If the applicant for a free speech activity needs a more expeditious process of an appeal, upon written request of the applicant, the Attorney General or designee may advise the Executive Director of the Department of Administrative Services or the Managing Agency of the need to make an immediate consideration of the appeal.

R23-20-7. Expedited Review of Free Speech Concern.

If any person claims to be inhibited from the exercise of constitutionally protected free speech by a public officer, officer or other person at any state facilities and grounds, such person is advised to promptly notify the Managing Agency. The Managing Agency will then take reasonable steps in an attempt to resolve the matter.

KEY: rally, free speech, assembly

Date of Enactment or Last Substantive Amendment: June 7, 2007

Notice of Continuation: May 3, 2012

Authorizing, and Implemented or Interpreted Law: 63A-5-103; 63A-5-204



State of Utah

GARY R. HERBERT
Governor

SPENCER J COX
Lieutenant Governor

Department of Administrative Services

TANI PACK DOWNING
Executive Director

Division of Facilities Construction and Management

ERIC R. THOLEN
Director

MEMORANDUM

To: Utah State Building Board
From: Eric R. Tholen
Date: February 1, 2017
Subject: Recommended Alternative Building Standard for University Housing Projects

Recommendation

Exempt University Housing Projects from the 50-year standard and form a task force to develop a 25 – 30 year standard that may be utilized as desired for University Housing Projects.

Background

In the interest of State Buildings and in an effort to ensure optimum life cycle cost for buildings throughout the state, buildings have generally been designed and constructed to a 50-year life cycle. The costs considered are a combination of first costs as well as the operations, maintenance and repair costs for the facility throughout its lifecycle.

While this system works well for most facilities throughout the state, there are times when it may not be optimum and alternatives may be considered. For example, in the case of university housing projects, the institution wants to construct a housing project that can fit its business model and be paid for out of the rent received from students using that facility. Historically, buildings built to a 50-year standard have had a higher first cost. This has made it difficult, if not unfeasible in many locations throughout the state to create a rent structure that will successfully pay for the bond repayment costs. As a result, student fees, book store profits or other private resources, etc., must be utilized to make the full bond payment.

DFCM would propose to work with a team from the Board of Regents, Universities and housing development community to identify those areas or cost drivers that make it difficult to reduce first costs and meet the 50-year standard. The intent would be to develop a standard that meets a 25 – 30 year standard. DFCM has started making a brief list of elements that could be altered without compromising the building functions and would propose to work closely with the stakeholders to develop a standard specific to University Housing.



Gary R. Herbert
Governor

Utah State Building Board

3120 State Office Building
Salt Lake City, Utah 84114
Phone (801) 538-3010
Fax (801) 538-3844

MEMORANDUM

To: Utah State Building Board
From: Jeff Reddoor
Date: February 1, 2017
Subject: **Administrative Report for University of Utah and Utah State University**
Presenter: Ken Nye, University of Utah
Ben Berrett, Utah State University

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

Attachments: Report for U of U
Report for USU



Office of the Chief Administrative Officer

January 20, 2017

Mr. Jeff Reddoor, Building Board Director
State Office Building Room 4110
Salt Lake City, UT 84114

Subject: U of U Administrative Reports for the February 1, 2017 Building Board Meeting.

Dear Jeff:

The following is a summary of the administrative reports for the U of U for the period December 14, 2016 – January 18, 2017. Please include this in the packet for the February 1, 2017 Building Board meeting.

Professional Services Agreements (Page 1)

The Professional Services Agreements awarded during this period consist of:
8 Design Agreements, 1 Planning/ Study/Other Agreements.

No significant items.

Construction Contracts (Page 2)

The Construction Contracts awarded during this period consist of:
0 New Space Contracts, 6 Remodeling Contracts, 2 Site Improvement Contracts.

No significant items.

Report of Project Reserve Fund Activity (Page 3)

Increases:

None.

Decreases:

None.

Report of Contingency Reserve Fund (Page 4)

Increases:

None.

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

Mr. Jeff Reddoor, Building Board Director
January 20, 2017
Page 2

Decreases:

Project 21631; Field House Building Modifications for Chiller Plant

This transfer of \$150,033 covers the cost of several unforeseen conditions the most substantial being layers of concrete under a walkway between the Field House and South Campus Drive. Several decades ago, this sidewalk was raised several feet to accommodate expansion of the football stadium. The record drawings indicated that the previous sidewalk had been removed but this was not the case. As this was the required path for a new sewer line, it was necessary to remove or cut through concrete that was two feet thick in a very constrained site that severely limited the type of equipment that could be used. It was also necessary to enhance the structural support for the retaining wall between the road and the sidewalk.

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

Sincerely,



Kenneth E. Nye
Interim Associate Vice President – Facilities
University of Utah

Enclosures

cc: University of Utah Trustees
Eric Tholen



Professional Services Agreements

Awarded From December 14, 2016 - January 18, 2017

Item Number	Project Number	Project Name	Firm Name	Project Budget	Contract Amount
Design					
1	70084	Moran Surgical Expansion	FFKR Architects	\$ 3,324,825	\$ 212,400
2	70104	HCH 3 Exam Rooms & 2 Offices	Architectural Nexus	\$ 12,110	\$ 12,110
3	22049	Eccles Broadcast Center UEN TSSC / NOC Remodel	Gould Plus Architects	\$ 240,203	\$ 17,792
4	70107	HCH Replace linac Machine in Vault 1	Ken Garner Engineering	\$ 16,632	\$ 16,632
5	22044	Softball Locker room and Alumni Room Improvements	Hoffman Architects	\$ 276,000	\$ 15,200
6	22021	Circulation Improvements Humanities	GSBS PC DBA GSBS Architects	\$ 933,100	\$ 11,477
7	22050	MEB Room 3555 Dedicated Chilled Water Supply	WHW Engineering Inc.	\$ 257,652	\$ 16,000
8	22015	UUHC Signage Replacement	Selbert Perkins Design Inc	\$ 250,000	\$ 249,800
Planning/Study/ Other					
9	21686	HSEB Sprinkler Pipe Corrosion Investigation	Engineered Corrosion Solutions LLC	\$ 642,400	\$ 16,420



Construction Contracts

Awarded From December 14, 2016 - January 18, 2017

Item Number	Project Number	Project Name	Firm Name	Project Budget	Contract Amount
Construction - New Space					
Construction - Remodeling					
1	70084	Moran Surgucal Expansion CMGC	Gramoll Construction Co	\$ 3,324,825	\$ 10,000
2	21400	Union Building paint ceiling	Archer Construction	\$ 672,206	\$ 10,766
3	70052	Moran Global Outreach Program - Provide and install casework	Standard Drywall Inc.	\$ 1,408,348	\$ 195,000
4	22020	Redundant IT Pathway for HS Campus	FiberTel Inc.	\$ 1,350,000	\$ 494,230
5	21839	BEHS ADA Exterior Elevator & Floor 9 Remodel	Broderick and Henderson Construction	\$ 2,415,338	\$ 662,500
6	21710	Football Stadium Install New Banners	Young Electric Sign Company / YESCO	\$ 12,000	\$ 10,920
Construction - Site Improvement / Infrastructure					
7	21697	Childcare Nature Playground	Terraworks Inc.	\$ 74,635	\$ 48,650
8	22032	Marriot Library Room 1705	Hunt Construction of Utah	\$ 87,721	\$ 18,468



University Of Utah
Report Of Contingency Reserve Fund Activity
For the Period of December 14, 2016 to January 18, 2017

PROJ. NO.	DESCRIPTION	CURRENT TRANSFERS	TOTAL TRANSFERS FROM CONTINGENCY	% OF CONSTR. BUDGET	PROJECT STATUS
	BEGINNING BALANCE	3,640,201.31			
	INCREASES TO CONTINGENCY RESERVE FUND				
	None				
	DECREASES TO CONTINGENCY RESERVE FUND				
	NEW CONSTRUCTION				
	None				
	REMODELING				
21458	Culinary Water Line Replacement - Upper Campus	(574.95)	574.95	0.32%	Construction
21631	Field House Building Modifications for Chiller Plant	(150,033.00)	194,628.00	9.33%	Construction
	ENDING BALANCE	3,489,593.36			

January 20, 2017

Jeff Reddoor, Building Board Manager
Division of Facilities Construction
and Management
State Office Building Room 4110
PO Box 141160
Salt Lake City, UT 84114-1284

Dear Jeff:

SUBJECT: USU Administrative Reports for the February 2017 Building Board Meeting

The following is a summary of the administrative reports for USU for the period 12/30/16 to 01/20/17.

Professional Contracts, 0 contracts issued (Page 1)

Comments are provided on the report.

Construction Contracts, 11 contracts issued (Page 2)

Comments are provided on the report.

Report of Contingency Reserve Fund (Page 3)

Three projects needed funds from the contingency reserve fund during this reporting period. Based on an internal risk assessment, the University finds this fund's balance to be adequate.

Report of Project Reserve Fund Activity (Page 4)

No projects contributed to or needed funds from the project reserve fund during this reporting period. Based on an internal risk assessment, the University finds this fund's balance to be adequate.

Current Delegated Projects List (Pages 5-7)

Of USU's 72 projects, 7 are pending, 14 are in the design/study phase, 30 are in construction, 20 are substantially complete and 1 is complete. The one project completed during this period was Old Main Fire Alarm Upgrades FY16.

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/ah
c: Kimberly Henrie
Eric Tholen



Professional Contracts
Awarded From 12/30/16 to 1/20/17

Project Name	Firm Name	A/E Budget	Fee Amount	Comments
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NONE



Construction Contracts Awarded From 12/30/16 to 1/20/17

Project	Firm Name	Design Firm	Const Budget	Contract Amt	Comments
1 Kaysville Building Addition	R&O Construction	CRSA	\$2,212,746.00	\$2,212,746.00	Expansion of Education Center
2 Medium Voltage Upgrade FY17	TEC Electric	USU Facilities Planning and Design	\$1,122,100.00	\$713,063.00	Upgrade distribution system Student Living Center
3 USUE Site Lighting Phase 2	Jacobsen Construction	Sine Source	\$202,000.00	\$202,000.00	Outdoor lighting improvements
4 Classroom Auditorium Upg FY15	USU Facilities Operations	USU Facilities Planning and Design	\$246,025.00	\$11,113.00	Classroom upgrades ANSC 118, BNR 314, HPER 114, MCC classrooms
5 Medium Voltage Upgrade FY17	USU Information Technology	USU Facilities Planning and Design	\$1,122,100.00	\$8,520.00	Medium voltage SCADA
MISCELLANEOUS CONTRACTS					
6 Bus Bldg East Office Remodel	Environmental Abatement		\$400,000.00	\$30,590.00	Abate carpet, tile and mastic, remove wall
7 Bike Racks Site Furn FY17	Park A Bike		\$45,662.00	\$13,566.00	Bike vaults
8 N Core Utility Repl/Tunnel Expansion	Eagle Environmental		\$44,667.00	\$3,465.00	Remove pipe fittings Junction
9 Concrete Replacement FY15	Edge Excavation		\$293,905.00	\$3,083.00	Replace curb and sidewalk FHD West
10 Health, LS, Code, Asbestos FY17	Eagle Environmental		\$130,137.00	\$2,496.00	Remove windows VSB, remove carpet, tile and mastic FA138
11 Health, LS, Code, Asbestos FY17	Dixon Information		\$130,137.00	\$35.00	Bulk samples

Report of Contingency Reserve Fund From 12/30/16 to 1/20/17

Project Title	Current Transfers	Total Transfers To (From) Contingency	% to Construction Budget	Project Status	% Completed (Paid)
BEGINNING BALANCE	\$701,006.65				
INCREASES TO CONTINGENCY RESERVE FUND None					
DECREASES FROM CONTINGENCY RESERVE FUND					
Medium Voltage Upg FY16 (switch upgrades, commissioning and testing)	(29,634.00)	(92,352.78)	9.34%	Construction	92.53%
N Core Utilities Repl/Tunnel Expansion (removal of pipe fittings Junction)	(3,465.00)	(91,967.34)	3.95%	Construction	86.66%
Classroom/Auditorium Upg FY16 (striping for playing court)	(1,420.00)	(1,420.00)	0.56%	Construction	30.27%
ENDING BALANCE	\$666,487.65				



**Report of Project Reserve Fund Activity
From 12/30/16 to 1/20/17**

Project Title	Transfer Amount	Description	% of Construction Budget
BEGINNING BALANCE	\$340,738.40		
INCREASES TO PROJECT RESERVE FUND			
NONE			
DECREASES TO PROJECT RESERVE FUND			
NONE			
ENDING BALANCE	\$340,738.40		



Current Delegated Projects List

1/20/17

Project Number	Project Name	Phase	Project Budget
CAPITAL DEVELOPMENT/IMPROVEMENT			
A27147	Campus-wide Bike Racks FY13	Sub Completion	54,074
A28999	Building Commissioning FY14	Commissioning	196,296
A29001	Classroom/Auditorium Upgrades FY14	Sub Completion	308,965
A29004	Emergency Generator FY14	Sub Completion	250,000
A29006	Medium Voltage Upgrade FY14	Sub Completion	369,939
A29007	Misc Critical Improvements FY14	Sub Completion	249,979
A31321	Classroom/Auditorium Upgrade FY15	Construction	276,045
A31322	Concrete Replacement FY15	Sub Completion	310,403
A31325	Emergency Generator FY15	Pending	229,872
A31328	HVAC Controls Upgrade FY15	Pending	228,311
A31329	Medium Voltage Upgrade FY15	Sub Completion	460,460
A31330	Morgan Theater Upgrade	Sub Completion	1,597,496
A31333	Planning and Design FY15	Design/Study	175,075
A31334	Sign System FY15	Sub Completion	47,193
A31335	Site & Safety Lighting	Construction	322,525
A33654	Romney Stadium Scoreboard	Construction	2,700,000
A34107	Kaysville Building Addition	Design	2,800,112
A34283	Chilled Water Infrastructure FY16	Construction	357,878
A34284	Classroom/Auditorium Upgrades FY16	Construction	277,267
A34285	Concrete Replacement FY16	Sub Completion	243,096
A34287	Health, LS, Code, Asbestos FY16	Construction	192,360
A34290	Medium Voltage Upgrade FY16	Construction	1,180,859
A34292	Old Main Fire Alarm Upgrades FY16	Complete	512,359
A34294	Planning and Design FY16	Design/Study	129,790
A34295	RBW/Family Life Chilled Water Piping	Construction	841,711

A34296	South Farm Fire Lane/Hydrants FY16	Construction	300,238
A34297	Spectrum Emergency Lighting Upgrade	Sub Completion	252,505
A34298	UBC Infrastructure Improvements	Sub Completion	1,158,887
A34299	Univ Inn/Widstoe Steam Line Replacement	Design	75,000
A34300	VCT Tile Replacement in Hallways	Construction	328,890
A34301	Vet Science Electrical Upgrade FY16	Design	98,753
A34468	Roosevelt Ed Ctr Aggie Station Remodel	Design	51,770
A35569	Townhouse Stucco Proj Bldg 3	Pending	139,470
A35676	Merrill Cazier Lib Testing Ctr	Construction	2,108,650
A35677	PDP Air Handling Units	Design	323,950
A35868	Summit Hall Remodel	Sub Completion	1,202,845
A35971	PDP Refreshment	Design	691,570
A36118	Utility Meter Upgrades FY16	Pending	91,500
A36189	Gymnastics Room Relocation	Sub Completion	466,559
A36353	Track Resurfacing and Remodel	Sub Completion	437,065
A36388	North Core Utilities Replacement & Tunnel Expansion	Construction	3,594,480
A36466	BNR Roadway Replacement	Construction	329,926
A36467	Old Main Reroof-Center Section	Sub Completion	766,381
A36468	Hydraulics Lab Landscape FY17	Construction	92,192
A36469	Medium Voltage Upgrade FY17	Pending	1,222,100
A36734	Classroom Upgrades FY17	Design	275,847
A36735	Concrete Replacement FY17	Construction	363,229
A36736	Bike Racks/Site Furn FY17	Construction	45,662
A36737	Access Control FY17	Construction	72,795
A36738	Health, LS, Code, Asbestos FY17	Construction	137,637
A36739	E Stadium Restroom Reroof	Sub Completion	50,866
A36740	FAV Photo Lab Safety Ventilation	Design	367,000
A36741	Planning & Design FY17	Design	70,457
A36742	Univ Inn to Widstoe Steamline-Construction	Pending	788,400
A37078	FAV 210/215 Remodel Phase II	Sub Completion	151,007
A37174	Motor Pool East Parking Lot	Construction	243,478
A37302	South Farm New Dairy Barn	Design	1,285,524
A37303	South Farm Ram/Buck Barn	Construction	105,300
A37304	Facilities FM Suite Remodel	Construction	387,880

A37631	Student Living Center Snack Shop	Design	213,530
A37673	Huntsman Library Huntsman Hall	Construction	203,833
A37740	Roosevelt Ed Ctr Atrium Remodel	Construction	618,663
A38008	Blue Square Parking Expansion	Construction	546,244
A38143	Student Organic Farm Facility (NEW PROJECT)	Design	146,666
A38144	Bus Bldg East Office Remodel	Construction	513,100
C11368	USUE Mechanical/Lighting upgrade	Sub Completion	877,397
C11461	USUE Infrastructure/Automation Upgrade	Sub Completion	461,857
C11508	USUE Career Center Upgrades	Construction	834,234
C11614	USUE Blanding Campus Mechanical FY16	Pending	45,662
C11615	USUE Geary Theatre Bldg Upgrades FY16	Construction	3,923,870
C11709	USUE Soccer Fields	Construction	450,645
C11714	USUE Site Lighting Phase 2	Construction	230,100
TOTAL (72)			<u><u>\$41,455,679</u></u>



Gary R. Herbert
Governor

Utah State Building Board

43120 State Office Building
Salt Lake City, Utah 84114
Phone (801) 538-3010
Fax (801) 538-3844

MEMORANDUM

To: Utah State Building Board
From: Jeff Reddoor
Date: February 1, 2017
Subject: **Administrative Report for DFCM**
Presenter: Eric R. Tholen, DFCM Director

Lease Report (Pages 1 - 2)

No significant items

Professional Services Agreements, 36 Agreements Issued (Pages 3 - 5)

The Professional Services Agreements awarded during this period consist of:
25 Design Agreements, 11 Planning/Study/Other Agreements.

No significant items

Construction Contracts, 40 Contracts Issued (Pages 6 - 8)

The Construction Contracts awarded during this period consist of:

1 New Space Contracts, 24 Remodeling Contracts, 6 Paving/Roofing Contracts, 9 Other

Item #29, Southwest ATC Roofing and Rooftop Units Replacements

Funds from unallocated roofing used for contracts awards

Item #32, University of Utah Health Sciences Campus Transformation

This is a CM/GC agreement, the balance of the construction costs will be added by future change orders.

Item #38, State Hospital Energy Metering Campus wide

Project Reserve Funds were used to award this contract

Report of Contingency Reserve Fund (Pages 9 - 31)

Increases

Increases are from budgeted contingency transfers and decrease change orders/modifications.

Decreases, Capital Development

Capital Development started period with \$7,821,579 and ended with \$7,173,931, with 7 transfers to projects totaling \$647,648.

CUCF 192 Bed Pod Expansion

This transfer of \$306,907 covers change order #16. See attached pages #10 - 13 for details and contract summary

University of Utah Crocker Science Center at the George Thomas Building Renovation

This transfer of \$173,824 covers the State's share of change order #8 and the revised share of State contingency for the project. See attached pages #14 – 17 for details and contract summary.

Report of Contingency Reserve Fund Continued (Pages 9 - 31)

Decreases, Capital Development Continued

Salt Lake Center, Utah Schools for the Deaf & Blind

This transfer of \$45,390 covers change order #15. See attached pages #18 – 21 for details and contract summary.

Decreases, Capital Improvement

Capital Improvement started period with \$6,947,848 and ended with \$6,356,774, with multiple transfers to projects totaling \$636,660 and four transfers of \$45,586 to the fund.

Wasatch Youth Center Security & Intercom System Replacement

This transfer of \$43,415 covers change order #1. See attached pages #23 - 26 for details and contract summary.

Ogden Juvenile Court Facility Remodel

This transfer of \$42,008 covers change orders #1 and #2. See attached pages #27 - 31 for details and contract summary.

Report of Project Reserve Fund Activity (Pages 32 - 35)

Development project reserve fund had three transfers for this period totaling \$2,000,000, had an ending balance of \$1,285,856 and Improvement project reserve fund had five transfers from the fund totaling \$827,050, ending balance of \$4,639,384.

Increases

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

Decreases

The decreases are to award construction contracts that were over budget, and the FY'2017 transfer to the DFCM Admin budget for funding share per Legislation.

This report also includes a total by Agency/Institution for increases and decreases to this reserve fund, on a rolling year basis. We will keep this updated, so you can see who has given and drawn from the Project Reserve Fund over the past year.

DDW:jr:ccn
Attachments



Division of Facilities Construction and Management
 4110 State Office Building, Salt Lake City, UT 84114
 Telephone (801) 538-3017 FAX (801) 538-3267

LEASE REPORT

From 12/15/2016 to 01/15/2017

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

NEW LEASES

1.	17-1371 USTAR 633 N. Falcon Hill Drive Clearfield	Full	Office	10/01/17 – 09/30/26		21,000		\$22.59	New Lease for 9 years.
2.	17-1331 USTAR 111 South Main St. Ste 550 Salt Lake City	Full	Office	05/01/17 – 06/30/25		5,206		\$30.00	New Lease for 8 years.

AMENDMENTS

1.	DEQ Air Quality 147 N 870 W Hurricane	Net	Air Monitoring Station	06/04/17 – 05/31/22	526	526	\$0.00	\$0.00	Renew Lease for 5 yrs.
2.									



Division of Facilities Construction and Management
 4110 State Office Building, Salt Lake City, UT 84114
 Telephone (801) 538-3017 FAX (801) 538-3267

LEASE REPORT

From 11/15/2016 to 12/15/2016

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

NEW LEASES

1.									
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AMENDMENTS

1.	88-1816 Corrections – Lessor, Utah Prison Employees Credit Union – Lessee, Prison Admin. Bldg 14425 S Bitterbrush Lane Draper	Full	Office	07/01/16 – 06/30/21	322	322	\$9.00	\$9.00	Renew Lease for 5 years.
2.	98-1040 Corrections – Lessor, Utah Prison Employees Credit Union - Lessee, 255 E 300 N Gunnison	Full	Office	11/01/17 – 10/31/22	169	169	\$0.53	\$0.53	Renew Lease for 5 years.



State of Utah

Division of Facilities and Construction Management

Professional Contracts Awarded

Contract Type = P; Award Date >= 11/28/2016; and less than 1/20/2017

# Agency	Project Contract	Contract/Contractor	Type	Budget	Award
Design					
1 Natural Resources	<u>17105500</u> <u>1770221</u>	1. Dnr 2. Exterior/interior Security Camera 3. B Spectrum Engineers Inc	Design	\$12,068	\$12,068
2 Courts	<u>17263150</u> <u>1770162</u>	Administrative Office Of The Courts Matheson Cour Van Boerum & Frank Assoc Inc	Design	\$52,149	\$44,790
3 Corrections - Cucf	<u>17257110</u> <u>1770213</u>	Corrections Cucf Henry Compound Ahu Replacements Whw Engineering Inc	Design	\$32,261	\$28,500
4 Alcoholic Beverage Contrl	<u>17118030</u> <u>1770243</u>	Das, Dfcm Real Estate New Syracuse Abc Store Prop Mountain View Title & Escrow	Real Estate	\$1,500,000	\$797,744
5 Corrections - Draper	<u>17255100</u> <u>1770210</u>	Department Of Corrections Draper Prison A-west Ya Ajc Architects	Design	\$8,637	\$8,550
6 Corrections - Draper	<u>15310100</u> <u>1770174</u>	Department Of Corrections New Utah State Correcti Joseph Blaschka Jr	Const Testing	\$27,261,473	\$12,500
7 Corrections - Ap&p	<u>17336120</u> <u>1770188</u>	Department Of Corrections West Valley City Ap&p O Scott P Evans Architect&assoc	Design	\$14,380	\$14,380
8 Corrections - Draper	<u>17112100</u> <u>1770089</u>	Department Of Corrections - Draper Prison Timpan Envision Engineering	Design	\$9,388	\$5,500
9 Veterans Affairs	<u>17323490</u> <u>1770187</u>	Dept. Of Veterans Affairs Ogden Veterans Home Day Gsbs Pc	Design	\$36,019	\$32,744
10 Tax Commission	<u>17046310</u> <u>1770223</u>	Dfcm Dfcm/tax Commission Replace Elevator Hydraul Hcs Llc	Design	\$7,436	\$5,100
11 Workforce Services	<u>17048920</u> <u>1770224</u>	Dfcm Dfcm/wfs Elevator Upgrades Craig Mackay Hcs Llc	Design	\$10,945	\$9,300
12 Juvenile Justice Services	<u>17321430</u> <u>1770181</u>	Dhs - Djs Djs Slate Canyon Remodel Dwight Palm Edwards & Daniels Architects dba Eda Architects I	Design	\$85,978	\$85,373
13 Juvenile Justice Services	<u>17090430</u> <u>1770219</u>	Division Of Human Services / Djs Decker Lake You Frank N Murdock Jr Arch & Assoc	Design	\$21,754	\$21,750
14 Dixie St College Of Utah	<u>17151640</u> <u>1770172</u>	Dixie State University Hansen Stadium Track And F Vcbo Architecture Llc	Design	\$100,000	\$93,000



State of Utah

Division of Facilities and Construction Management

Professional Contracts Awarded

Contract Type = P; Award Date >= 11/28/2016; and less than 1/20/2017

# Agency	Project Contract	Contract/Contractor	Type	Budget	Award
Design					
15 Dnr - Parks & Recreation	<u>17122510</u> <u>1770230</u>	Inspections Bear Lake Docks Phase 2 Replacement West Coast Code Consultants dba Kimball Engineeri	Insp Observ Ser	\$12,721	\$12,256
16 Corrections - Cucf	<u>15047110</u> <u>1770234</u>	Inspections Cucf Various Paving Improvements Tim West Coast Code Consultants dba Kimball Engineeri	Insp Observ Ser	\$10,961	\$10,743
17 Dfcm - Statewide Funds	<u>11303300</u> <u>1770163</u>	Inspections Udot Monticello Poe Inspection Buildi West Coast Code Consultants dba Kimball Engineeri	Insp Observ Ser	\$112,473	\$25,642
18 National Guard	<u>14284480</u> <u>1770218</u>	Inspections Utes Maint. Bay Addition & Pol, Stora Staheli & Associates john Staheli	Insp Observ Ser	\$12,153	\$12,106
19 Ogden/weber Atc	<u>17244240</u> <u>1770176</u>	Ogden Weber Atc Design Owatc Phase 2 Restroom Rem Bertoldi Architects	Design	\$45,601	\$29,600
20 Ogden/weber Atc	<u>15124240</u> <u>1770199</u>	Ogden Weber Atc Solar Ppa Bianca Shama Bacgen Technologies Inc dba Bacgen Solar Group	Energy	\$0	\$83,349
21 Snow College	<u>18002700</u> <u>1770189</u>	Snow College - Ephraim Football Field - New Artif Mhtn Architects Inc	Design	\$61,400	\$69,870
22 Board Of Education	<u>17339200</u> <u>1770222</u>	State Board Of Education State Board Of Education Whw Engineering Inc	Design	\$5,490	\$5,490
23 Dept Of Transportation	<u>17082900</u> <u>1770212</u>	Udot Lunt Park Rest Stop Reroof Randy Mellor Naylor Wentworth Lund Arch	Design	\$5,854	\$6,350
24 University Of Utah	<u>17258750</u> <u>1770217</u>	University Of Utah Ambulatory Care Complex David Architectural Testing	Commissioning	\$675,000	\$81,220
25 University Of Utah	<u>17258750</u> <u>1770195</u>	University Of Utah Ambulatory Care Complex (acc) Colvin Engineering Associates	Energy	\$455,000	\$98,500
26 University Of Utah	<u>14377750</u> <u>1770019</u>	University Of Utah Medical Building - Geotechnica Agec Stg	Geotechnical	\$3,985,854	\$13,600



State of Utah

Division of Facilities and Construction Management

Professional Contracts Awarded

Contract Type = P; Award Date >= 11/28/2016; and less than 1/20/2017

# Agency	Project Contract	Contract/Contractor	Type	Budget	Award
Design					
27 University Of Utah	<u>17271750</u> <u>1770178</u>	University Of Utah New Rehabilitation Hospital D Ffkr Architects Planners Ii	Design	\$5,591,464	\$4,519,000
28 University Of Utah	<u>14377750</u> <u>1770017</u>	University Of Utah Rehab Hospital - Geotechnical Agec Stg	Geotechnical	\$3,985,854	\$14,800
29 National Guard	<u>17129470</u> <u>1770184</u>	Utah National Guard American Fork Armory Ac Units Whw Engineering Inc	Design	\$37,769	\$30,000
30 National Guard	<u>17338480</u> <u>1770207</u>	Utah National Guard Draper Complex - Hro / J1 Rem Elliott Workgroup Llc	Design	\$34,261	\$25,010
31 National Guard	<u>17302470</u> <u>1770205</u>	Utah National Guard Energy Metering - Phase Ii W Summa Energy Solutions Llc	Design	\$91,116	\$50,000
32 National Guard	<u>17337480</u> <u>1770208</u>	Utah National Guard North Salt Lake Readiness Cen Ensign Engineering & Lands Surveying Inc	Design	\$32,000	\$30,000
33 Utah Valley University	<u>17064790</u> <u>1770183</u>	Uvu Uvu Campus Sidewalk Paver Replacement Dwight King Engineering Inc	Design	\$6,400	\$6,400
34 Utah Valley University	<u>17140790</u> <u>1770105</u>	Uvu Uvu Computer Science Infill Dwight Palmer Sh Architecture	Design	\$31,635	\$45,364
35 Utah Valley University	<u>17071790</u> <u>1770182</u>	Uvu Uvu Pope Science Stair Replacement Dwight Pa Naylor Wentworth Lund Arch	Design	\$8,647	\$8,500
36 Weber State University	<u>18001810</u> <u>1770193</u>	Weber State University Early Design For Marriot A Whw Engineering Inc	Design	\$89,546	\$89,500



State of Utah

Division of Facilities and Construction Management

Construction Contracts Awarded

Contract Type = C; Award Date >= 11/28/2016, and less than 1/20/2017

# Agency	Project Contract	Contract/Contractor	Type	Budget	Award
Construction					
1 Capitol Preservation Bd	<u>17109050</u> <u>1775230</u>	1. Capitol Preservation Board 2. Dup Restroom Rem Entelen Design - Build	Const Remodel	\$33,003	\$22,000
2 Fairpark	<u>17106370</u> <u>1775231</u>	1. Utah State Fairpark 2. Multiple Buildings Defe Ralph Tye & Sons Inc	Const Remodel	\$140,000	\$95,358
3 Courts	<u>15037150</u> <u>1775177</u>	Administrative Office Of The Courts Matheson Cour Thyssenkrupp Elevator Corporation	Const Remodel	\$2,761,153	\$2,186,471
4 Courts	<u>17036150</u> <u>1775194</u>	Administrative Office Of The Courts Ogden Second Koh Mechanical Contractors Inc	Const Remodel	\$241,803	\$172,148
5 Courts	<u>15190150</u> <u>1775208</u>	Administrative Office Of The Courts St. George Fi Positive Power Llc	Const Remodel	\$81,566	\$73,000
6 Bridgerland Atc	<u>17032210</u> <u>1775077</u>	Batc Batc Diesel Chassis Dynamometer Replacement Bridgerland Applied Tech Ctr	Constr Mou	\$259,144	\$246,191
7 Bridgerland Atc	<u>17098210</u> <u>1775214</u>	Batc Batc Cosmetology Remodel Mou Tim K Park Bridgerland Applied Tech Ctr	Constr Mou	\$70,000	\$70,000
8 Capitol Preservation Bd	<u>15142050</u> <u>1775202</u>	Capital Preservation Board Ice And Snow Guard Sys Noorda Bec Inc / noorda Architectural Metals	Roofing	\$95,853	\$23,950
9 Capitol Preservation Bd	<u>17111050</u> <u>1775221</u>	Capitol Preservation Board Capitol Hill Travel Co Entelen Design - Build	Const Remodel	\$45,000	\$29,500
10 Courts	<u>17172150</u> <u>1775193</u>	Cedar City Courts Concrete Sidewalk Replacement Scott E. Davis Transport & Excavation	Const Remodel	\$392,204	\$23,311
11 Abc Stores	<u>17307030</u> <u>1775203</u>	Department Of Alcoholic Beverage Control Salt L All Weather Waterproofing Inc	Roofing	\$80,000	\$73,190
12 Abc Stores	<u>17227030</u> <u>1775241</u>	Department Of Alcoholic Beverage Control Holladay Ehp Construction Inc	Const Site Imp	\$37,344	\$36,552
13 Abc Stores	<u>17094030</u> <u>1775183</u>	Department Of Alcoholic Beverage Control Logan Ab Noorda Bec Inc / noorda Architectural Metals	Roofing	\$123,444	\$123,444
14 Dfcm - Statewide Funds	<u>12200300</u> <u>1775234</u>	Department Of Corrections Central Utah Correctio Larsen Utilities Construction Company	Const Remodel	\$1,605,115	\$26,903



State of Utah

Division of Facilities and Construction Management

Construction Contracts Awarded

Contract Type = C; Award Date >= 11/28/2016; and less than 1/20/2017

# Agency	Project Contract	Contract/Contractor	Type	Budget	Award
Construction					
15 Utah Highway Patrol	<u>16024550</u> <u>1775238</u>	Department Of Public Safety Uhp - Multi-site Ball Rueckert Construction Company	Const Remodel	\$126,824	\$113,326
16 Dfcm - Managed Buildings	<u>15038310</u> <u>1775178</u>	Division Of Facilities Construction And Management Thyssenkrupp Elevator Corporation	Const Remodel	\$843,387	\$643,929
17 Dfcm - Statewide Funds	<u>17029300</u> <u>1775179</u>	Division Of Wildlife Resources Glenwood Fish Hatc Environmental Abatement Inc	Haz Mat Const	\$566,309	\$15,150
18 Dfcm - Statewide Funds	<u>17029300</u> <u>1775237</u>	Dixie State University South Administration Build Rocmont Industrial Corp	Haz Mat Const	\$566,309	\$19,220
19 Dnr - Wildlife Resources	<u>16020520</u> <u>1775186</u>	Dnr Cvsr Baffles Replacement / Repairs Tim K Par Van Con Inc.	Const Remodel	\$364,117	\$361,000
20 Dnr - Parks & Recreation	<u>17232510</u> <u>1775219</u>	Dnr Parks & Recreation Snow Canyon State Park Roa Sunroc Corporation	Paving	\$997,645	\$997,088
21 Dnr - Parks & Recreation	<u>17122510</u> <u>1775211</u>	Dnr Parks And Recreation Bear Lake Docks Phase 2 Merrill Sheriff Construction Inc	Const Remodel	\$1,931,736	\$1,931,736
22 Dixie St College Of Utah	<u>17191640</u> <u>1775209</u>	Dsu Udvar Hazy Business Building Reroof Perkes Ro Perkes Roofing Inc	Roofing	\$222,000	\$204,900
23 Dnr - Wildlife Resources	<u>17309520</u> <u>1775136</u>	Dwr, Northern Region, Led Lighting Upgrades Divis Taylor Electric Inc.	Const Remodel	\$15,392	\$15,392
24 Dfcm - Managed Buildings	<u>12249310</u> <u>1775204</u>	Isf Construction Contract Sob 3rd Floor Insurance Ehp Construction Inc	Const Remodel	\$100,000	\$18,994
25 Dfcm - Managed Buildings	<u>12249310</u> <u>1775240</u>	Isf Construction Contract St George Wfs New Fire Red Sands Electric Inc	Const Remodel	\$100,000	\$12,900
26 Dnr - Wildlife Resources	<u>15157520</u> <u>1675440</u>	Ogden Bay Wma Paving Improvements Division Of Wil Post Construction Co Inc	Paving	\$191,269	\$191,875
27 Salt Lake Comm College	<u>15106660</u> <u>1775229</u>	Sicc - Ama Ff&e And It Sicc Westpointe Cte Campus Sicc Business Office	Constr Mou	\$1,859,910	\$1,670,800
28 Southern Utah University	<u>17166730</u> <u>1775223</u>	Suu Music Bldg. Chiller Replacement Rob Robinso U S Mechanical Lic	Const Remodel	\$176,003	\$169,100



State of Utah

Division of Facilities and Construction Management

Construction Contracts Awarded

Contract Type = C; Award Date >= 11/28/2016; and less than 1/20/2017

# Agency	Project Contract	Contract/Contractor	Type	Budget	Award
Construction					
29 Southwest Atc	<u>17083270</u> <u>1775232</u>	Swatc Roofing And Rtu Replacements Rob Robinson Wade Payne Construction Inc	Const Remodel	\$366,818	\$521,760
30 Dept Of Transportation	<u>15326900</u> <u>1775228</u>	Udot Calvin Rampton Cafeteria Remodel Randy Mell Stacey Enterprises Inc	Const Remodel	\$1,398,798	\$1,398,798
31 Dept Of Transportation	<u>17121900</u> <u>1775185</u>	Udot Huntsville Udot Septic Tank Replacement Tim Saunders Construction Inc	Const Remodel	\$78,704	\$72,858
32 University Of Utah	<u>17258750</u> <u>1775218</u>	University Of Utah Health Sciences Campus Transfo Jacobsen Construction	Constr Cmgc	\$110,944,606	\$59,384
33 Ogden/weber Atc	<u>17026240</u> <u>1775225</u>	Utah College Of Applied Technology Ogden Weber At R & O Construction Co	Const Remodel	\$4,958,067	\$3,987,074
34 Corrections - Cucf	<u>08231110</u> <u>1775196</u>	Utah Department Of Corrections, Cucf 192 Bed Expan Rocmont Industrial Corp	Haz Mat Const	\$113,500	\$10,500
35 Dept Of Transportation	<u>17170900</u> <u>1775220</u>	Utah Department Of Transportation Beaver Station Tushar Contracting Inc.	Const Remodel	\$152,359	\$151,500
36 National Guard	<u>16021480</u> <u>1775215</u>	Utah National Guard Draper Complex Demarcation Ro Positive Power Llc	Const Remodel	\$200,000	\$159,990
37 Developmental Center	<u>12222410</u> <u>1775198</u>	Utah State Developmental Center Medical Services Eagle Environmental Inc	Haz Mat Const	\$72,519	\$89,803
38 State Hospital	<u>16013420</u> <u>1775210</u>	Utah State Hospital Energy Metering Campuswide Sci Automation	Const Remodel	\$314,056	\$368,808
39 Utah Valley University	<u>17065790</u> <u>1775189</u>	Uvu Uvu Central Plant Main Electrical Gear Replac Skyline Electric Inc	Const Remodel	\$671,000	\$402,485
40 Weber State University	<u>17278810</u> <u>1775173</u>	Weber State University Metering Bianca Shama Weber State University	Constr Mou	\$169,560	\$169,560

DFCM

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

Jan-17

REPORT OF CONTINGENCY RESERVE FUND

PROJECT TITLE			DEVELOPMENT STATE FUNDS CURRENT TRANSFERS	IMPROVEMENT STATE FUNDS CURRENT TRANSFERS	TRANSPORTATION FUNDS CURRENT TRANSFERS	TOTAL TRANSFERS FROM CONTINGENCY	% TO CONSTR. BUDGET	PROJECT STATUS	% Complete
FY 2017 BEGINNING BALANCE			7,821,578.65	6,947,847.90	7,415.55				
FUNDING									
None									
DECREASES									
08231	CUCF	192 Bed Pod Expansion	(306,907.00)	-	-	2,027,857.35	6.35%	Closeout	92%
12337	U OF U	Crocker Science Center	(173,824.14)	-	-	554,522.14	1.15%	Construction	23%
15278	DHS	JJS Wasatch Security System Replacement	-	(43,415.21)	-	43,415.21	7.34%	Closeout	100%
15063	Courts	Juvenile Court Remodel	-	(42,008.17)	-	42,008.17	9.21%	Construction	85%
14190	DEAF & BLIND	New SLC Building	(41,020.00)	-	-	596,378.62	4.12%	Construction	95%
17149	DSU	Various Bldgs Fire Alarm Upgrade	-	(38,476.00)	-	38,476.00	15.67%	Design	0%
13049	USU	BRC Academic Bldg	(37,657.74)	-	-	292,113.62	2.01%	Closeout	99%
15202	UNG	Orem Readiness Ctr VAV Replacement	-	(37,075.00)	-	39,861.00	14.47%	Construction	0%
15215	SNOW	Student Center Recommissioning	-	(32,212.28)	-	36,457.28	9.04%	Closeout	92%
15192	Corrections	Draper Uinta/Oquirrh Smoke Evac System	-	(30,599.90)	-	67,440.91	11.74%	Construction	94%
17019	DHS	USDC-Infrastructure Phase III	-	(27,659.31)	-	120,805.61	6.92%	Closeout	85%
14058	CPB	Mormon Battalion Repairs	-	(15,404.25)	-	101,542.18	6.13%	Closeout	99%
14385	USU	Fine Arts Complex Addition	(12,977.82)	-	-	58,850.28	0.38%	Construction	68%
17032	BATC	Dynamometer Room Window Casing	-	(12,953.44)	-	12,953.44	2.70%	Construction	0%
17022	SNOW	Steam/Condensate Lines Upgrade	-	(10,546.00)	-	20,041.00	4.10%	Construction	0%
13302	UDC	Draper - Olympus HVAC Upgrade	-	(10,479.00)	-	49,362.64	5.33%	Closeout	97%
17012	UVU	Hall Of Flags/Admin Fan Coil Units	-	(7,478.19)	-	7,478.19	1.50%	Construction	0%
15044	WSU	Marriot Bldg Controls Upgrade	-	(7,234.48)	-	25,567.39	6.69%	Construction	68%
15230	Parks	Rockport Entrance Station	-	(6,624.28)	-	9,620.03	2.55%	Construction	84%
17045	UDOT	Water Runoff Retention	-	(6,385.00)	-	6,385.00	1.41%	Construction	71%
15206	UDOT	Station 3435 Trench Drain	-	(5,622.50)	-	5,622.50	19.44%	Construction	0%
15208	ung	CW Bldg 9000 Boiler Replacement	-	(5,320.00)	-	5,320.00	0.86%	Construction	3%
15218	SNOW	Activity Ctr Restrooms/ Locker rooms	-	(4,420.11)	-	24,648.47	5.48%	Construction	16%
15162	SUU	Classroom Bldg Chiller	-	(3,358.00)	-	3,358.00	1.84%	Construction	8%
14196	Courts	Richfield Fire & Utility Separation	-	(1,505.00)	-	27,409.66	8.03%	Closed	100%
15213	UDOT	Rampton IT Rooms A/C	-	(1,369.00)	-	1,369.00	0.88%	Construction	43%
17182	Education	Bldg Boiler Replacement	-	(1,363.00)	-	1,363.00	0.63%	Construction	6%
17053	DCC	Rio Grand Parking Security	-	(1,250.00)	-	1,250.00	2.50%	Construction	0%
15114	BATC	West Campus Infrastructure	-	(1,215.49)	-	20,359.22	3.62%	Closeout	95%
15117	DNR	DWR-Fisheries Experiment Station HVAC	-	(1,046.50)	-	1,046.50	1.52%	Closeout	98%
TOTAL			7,249,191.95	6,592,827.79	7,415.55				

DFCM

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

REPORT OF CONTINGENCY RESERVE FUND

Feb-17

PROJECT TITLE			DEVELOPMENT STATE FUNDS CURRENT TRANSFERS	IMPROVEMENT STATE FUNDS CURRENT TRANSFERS	TRANSPORTATION FUNDS CURRENT TRANSFERS	TOTAL TRANSFERS FROM CONTINGENCY	% TO CONSTR. BUDGET	PROJECT STATUS	% Complete
FY 2017 BEGINNING BALANCE			7,249,191.95	6,592,827.79	7,415.55				
FUNDING									
15207	DWS	Vernal Rooftop Units Replacement	-	15,567.00	-	8,815.90	5.13%	Construction	100%
17278	WSU	Campus Wide Metering	-	15,440.00	-	-	0.00%	Pending	0%
16003	DFCM	Governor's Mansion Mechanical Upgrade	-	11,072.00	-	-	0.00%	Pending	0%
OTHER INCREASES									
15062	DATC	ADA Restroom Upgrades	-	3,506.98	-	-	0.00%	Construction	66%
DECREASES									
15063	Courts	Juvenile Court Remodel	-	(70,968.90)	-	112,977.07	20.36%	Construction	70%
14190	DEAF & BLIND	New SLC Building	(45,390.00)	-	-	641,768.62	4.42%	Construction	95%
17026	OWATC	Business Depot Bay 2 Buildout	(29,871.00)	-	-	-	0.00%	Design	0%
15302	DFCM	Governor's Mansion Perimeter Fence	-	(27,135.81)	-	52,382.05	14.18%	Closeout	93%
15178	UVU	Student Activity Center Bleachers	-	(25,894.55)	-	226,391.98	10.75%	Construction	94%
15240	Wildlife	Glenwood Hatchery HVAC	-	(21,307.73)	-	21,307.73	9.50%	Closeout	67%
17019	DHS	USDC-Infrastructure Phase III	-	(18,969.65)	-	139,775.26	7.93%	Closeout	84%
17024	DFCM	Heber Wells Bathroom Remodel 1,3,5,6	-	(14,491.65)	-	23,908.10	5.03%	Construction	72%
17011	UVU	Boilers Replacement	-	(5,665.33)	-	14,658.50	2.13%	Construction	10%
17008	SNOW	Richfield Exterior Fenestration Windows	-	(4,888.00)	-	48,043.01	21.15%	Construction	98%
15110	WSU	Wattis Bldg Controls	-	(3,980.95)	-	19,462.27	0.68%	Closeout	98%
15213	UDOT	Rampton IT Rooms A/C	-	(3,251.00)	-	4,620.00	2.89%	Construction	42%
17038	DATC	Welding Shop Make Up Air	-	(2,786.45)	-	2,786.45	0.70%	Construction	2%
PLANNING / OTHER									
00000		Transfer To DFCM Admin Per SB#6, Item #17	-	(82,300.00)	-	82,300.00	100.00%	Closed	100%
TOTAL			7,173,930.95	6,356,773.75	7,415.55				



Construction Change Order

Construction Change Order			
Description:	CUCF 192 BED LAYTON CONSTRUCTION BRIAN BALES	Status:	CO EXECUTED
		Change Order Date:	Nov 14, 2016
		Total Amount:	\$306,907.00
		New End Date:	Oct 28, 2016
Capital Project:	08231110 (CUCF 192 BED POD EXPANSION/288 BED DESGN)		

Contractor		Original		Change	
Contractor:	66309F (LAYTON CONSTRUCTION COMPANY)	Award:	\$28,170,000.00	Award:	\$28,170,000.00
		Change Order:	\$1,637,810.00	Change Order:	\$1,944,717.00
		Total:	\$29,807,810.00	Total:	\$30,114,717.00
Address Code:	001 (9090 S SANDY PKY, SANDY, UT 84070-6409)	Start:	Mar 26, 2015	Start:	Mar 26, 2015
Contract:	157854	End:		End:	Oct 28, 2016

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
001	RFI-387 - ADD TOILET ACCESSORIES	001	CONSTRUCTION	AE OMISSION-CON	\$358.00	Oct 28, 2016
002	CCD #07- SMOKE CONTROL SYSTEM MODIFICATIONS REQUIRED DUE TO FIRE MARSHAL REVIEW OF FIRE RATED WALLS	001	CONSTRUCTION	AE OMISSION-CON	\$31,401.00	
003	RFI-396 - CHANGE OUT SINK AT INTAKE FOR ADA AND PROVIDE TILE FOR WET WALL	001	CONSTRUCTION	AE ERROR-CONTIN	\$1,986.00	
004	PR-30 - TELE/ DATA RACK OUTLETS OUTLETS NEED TO BE ON RACK FOR DTS EQUIPMENT	001	CONSTRUCTION	UNK COND-CONTIN	\$1,411.00	
005	RFI-391- JANITOR SINKS CLOSURE STRIPS	001	CONSTRUCTION	AE OMISSION-CON	\$3,830.00	
006	CCD 0- ADD GAS PORTS TO WINDOWS	001	CONSTRUCTION	AE OMISSION-CON	\$37,296.00	
007	RFI 400 - PROGRAMMING AND CONTROLS FOR YDS	001	CONSTRUCTION	AE OMISSION-CON	\$18,509.00	
008	RFI-401 - REPLACE EVAP COOLER GRILLS IN DAY ROOMS	001	CONSTRUCTION	AGENCY SCOPE-C	\$3,529.00	
009	ADDITIONAL SITE DRAINAGE (NOW IN CO17)	001	CONSTRUCTION		\$0.00	
010	CCD 11- NEW OPERATORS FOR EXISTING GATES 100-106 EXISTING OPERATORS ARE NOT FUNCTIONAL	001	CONSTRUCTION	UNK COND-CONTIN	\$29,832.00	
011	CCD #08 - 120 VOLT OUTLET FOR INTAKE METAL DETECTOR	001	CONSTRUCTION	AE OMISSION-CON	\$1,145.00	



State of Utah

Division of Facilities and Construction Management

Construction Contract = 157854

Construction Contract Summary

157854 - Utah Department Of Corrections | Central Utah Corrections Fac

Project Title:	Cucf 192 Bed Pod Expansion/288 Bed Desgn	Vendor #:	66309F
Project #:	08231110		Layton Construction Company
Program Director:	Brian Bales (172200)		9090 S Sandy Pky
Open PO's-Prj:	(1) for \$5,200.00		Sandy, Ut 84070-6409
Contract Name:	Utah Department Of Corrections Central Utah Corrections Fac	Status:	Notice To Proceed
Contract Type:	Const New Space	DO #:	15050725085
Component Group:	Construction	Retainage #:	8695385
Building:	12277		Monroe West One Complex 192 Bed Pod Expansion

Component:	Construction (8)	Expense Budget:	6811
Account:	3000-300-3332-FVA-08231110		Construction Dev New Spc

Component:	Construction (8)	Expense Budget:	6811
Account:	3000-300-3332-FWC-08231110		Construction Dev New Spc

Funding Sources

Funding Source	Budget %	Appropriation	Allotment
GFFY2009	100.00	\$2,500,000.00	\$0.00
Funding Totals:	100.00	\$2,500,000.00	\$0.00

Payment Summary

Date	Invoice #	Status	Amount
5/7/15	08231110#1	Invoice Released	\$938,682.00
6/11/15	08231110#2	Invoice Released	\$752,325.00
7/1/15	08231110#3	Invoice Released	\$1,217,229.00
7/28/15	08231110#4	Invoice Released	\$1,384,099.00
9/17/15	08231110#5	Invoice Released	\$1,413,968.49
10/5/15	08231110#6	Invoice Released	\$2,284,430.80
11/2/15	08231110#7	Invoice Released	\$2,352,046.10
12/2/15	08231110#8	Invoice Released	\$1,973,133.85
1/4/16	08231110#9	Invoice Released	\$1,613,169.35
2/4/16	08231110#10	Invoice Released	\$1,171,510.55
3/1/16	08231110#11	Invoice Released	\$1,619,051.75
4/4/16	08231110#12	Invoice Released	\$2,014,377.15
5/5/16	08231110#13	Invoice Released	\$2,652,452.96
6/9/16	08231110#14	Invoice Released	\$2,011,413.15
7/22/16	08231110#15	Invoice Released	\$1,571,066.30
9/6/16	08231110#17	Invoice Released	\$613,251.60
9/6/16	08231110#16	Invoice Released	\$1,198,416.45
10/11/16	08231110#18	Invoice Released	\$177,768.75
11/9/16	08231110#19	Invoice Released	\$115,722.35

Change Order Summary

Awards		
Award Date	Number	Amount
03/16/2015	A001	\$28,170,000.00
Total Award:		\$ 28,170,000.00

Change Orders			
Date	Number	Status	Amount
7/27/15	CO 001	Co Executed	\$(24,112.75)
9/22/15	CO 002	Co Executed	\$281,510.00
10/14/15	CO 003	Co Executed	\$182,334.00
1/12/16	CO 004	Co Executed	\$0.00
1/21/16	CO 005	Co Executed	\$242,618.00
2/23/16	CO 006	Co Executed	\$41,431.75
3/10/16	CO 007	Co Executed	\$174,831.00
4/7/16	CO 008	Co Executed	\$106,357.00
5/2/16	CO 009	Co Executed	\$145,221.00
5/19/16	CO 010	Co Executed	\$73,352.00
5/31/16	CO 011	Co Executed	\$102,109.00
7/14/16	CO 012	Co Executed	\$0.00



State of Utah

Division of Facilities and Construction Management

Construction Contract = 157854

Construction Contract Summary

Date	Invoice #	Status	Amount
12/9/16	08231110#21	Invoice Released	\$236,888.92
1/19/17	08231110#22	Invoice Released	\$299,234.32
Total Payments:			\$ 27,610,237.84

Retainage Summary

Date	Invoice #	Status	Amount
5/7/15	157854#1	Invoice Released	\$49,404.00
6/11/15	157854#2	Invoice Released	\$39,596.00
7/1/15	157854#3	Invoice Released	\$64,065.00
7/28/15	157854#4	Invoice Released	\$72,847.00
9/17/15	157854#5	Invoice Released	\$74,419.76
10/5/15	157854#6	Invoice Released	\$120,233.20
11/2/15	157854#7	Invoice Released	\$123,791.90
12/2/15	157854#8	Invoice Released	\$103,849.15
1/4/16	157854#9	Invoice Released	\$84,903.65
2/4/16	157854#10	Invoice Released	\$61,658.45
3/1/16	157854#11	Invoice Released	\$85,213.25
4/4/16	157854#12	Invoice Released	\$106,019.85
5/5/16	157854#13	Invoice Released	\$139,602.79
6/9/16	157854#14	Invoice Released	\$105,863.85
7/22/16	157854#15	Invoice Released	\$82,687.70
9/6/16	157854#17	Invoice Released	\$32,276.40
9/6/16	157854#16	Invoice Released	\$63,074.55
10/11/16	157854#18	Invoice Released	\$9,356.25
11/9/16	157854#19	Invoice Released	\$6,090.65
12/9/16	157854#21	Invoice Released	\$6,074.08
1/19/17	157854#22	Invoice Released	\$7,672.68
Retainage Total:			\$1,438,700.16

Release Summary

Release Date	Release	Amount
11/17/16	Release # 1	\$ 712,476.70
	Release # 2	
	Release # 3	
	Release # 4	
	Release # 5	
Release Total:		\$ 712,476.70
Net Retainage:		\$ 726,223.46

Contract Summary

Adjusted Contract Value:	\$ 30,227,385.00
Paid to Contractor:	\$27,610,237.84
Retainage to Bank:	\$1,438,700.16
Total Paid:	\$29,048,938.00
Contract Balance:	\$1,178,447.00

Contractor Summary

Change Orders

Date	Number	Status	Amount
8/14/16	CO 013	Co Executed	\$131,333.00
10/13/16	CO 014	Co Executed	\$180,826.00
10/13/16	CO 015	Co Executed	\$0.00
11/14/16	CO 016	Co Executed	\$306,907.00
12/5/16	CO 017	Co Executed	\$0.00
12/27/16	CO 018	Co Accounting Review	\$112,668.00

Change Order Total: \$2,057,385.00

Total Amendments (Less: Award Bid Pack Changes): \$2,057,385.00

Adjusted Contract Value: \$30,227,385.00

Change Order % of Original: 7.30%

Percentage of Contract Paid: 96.10%

Dates		Days	
From	To	Target	Lapsed
3/26/15	11/4/16	589	666
Adjusted	Substantial	Original	Days
11/4/16	10/28/16	7/30/16	

Percentage of Time Lapsed: 113.07%

Reasons for Change Orders

Reason	Percent	Amount
Ae Omission-prj	5.73%	\$117,908.00
Dfcm Scope-cont	4.22%	\$86,727.00
Ae Omission-oth	0.00%	\$0.00
Agency Scope-c	0.13%	\$2,696.00
Unk Cond-contin	25.88%	\$532,541.25
Agency Scope-p	-6.24%	-\$128,483.00
Dfcm Scope-proj	-4.19%	-\$86,209.35
Ae Error-contin	0.19%	\$3,956.00
Unk Cond-other	0.00%	\$0.00
	0.00%	\$0.00
Ae Omission-con	74.28%	\$1,528,249.10
Unk Cond-projec	0.00%	\$0.00
Total Changes (less Award Bid Packs):		\$2,057,385.00



State of Utah

Division of Facilities and Construction
Management

Construction Contract = 157854

Construction Contract Summary

Adjusted Contract Value:	\$ 30,227,385.00
Paid to Contractor:	\$27,610,237.84
Retainage Releases:	\$712,476.70
Total Paid to Contractor:	\$28,322,714.54
Contractor Balance:	\$1,904,670.46



Construction Change Order

Construction Change Order			
Description:	UNIVERSITY OF UTAH CROCKER SCIENCE BUILDING OKLAND CONSTRUCTION MICHAEL AMBRE	Status:	CO EXECUTED
		Change Order Date:	Nov 3, 2016
		Total Amount:	\$2,769,284.00
		New End Date:	
Capital Project:	12337750 (UNIV OF UTAH CROCKER SCIENCE CENTER AT THE GEORGE THOMAS BLDG RENOVATION, ADDITION & SEISMIC UPGRADE)		

Contractor		Original		Change	
Contractor:	78012B (OKLAND CONSTRUCTION COMPANY, INC.)	Award:	\$60,000.00	Award:	\$60,000.00
		Change Order:	\$41,996,891.04	Change Order:	\$44,766,175.04
		Total:	\$42,056,891.04	Total:	\$44,826,175.04
Address Code:	001 (1978 SOUTH WEST TEMPLE, SALT LAKE CITY, UT 84115-7103)	Start:	Nov 17, 2014	Start:	Nov 17, 2014
Contract:	157721	End:		End:	

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
001	PCO #29 BUILD OUT OF BASEMENT SHELLLED SPACE. ALL AGENCY FUNDED REFER TO FUNDING COMMITMENT.	001	CONSTRUCTION	AGENCY SCOPE- A	\$774,437.00	
002	PCO #30 BUILD OUT OF LEVEL I AND II ADDITIONAL LAB AND CLASSROOM SPACE. ALL AGENCY FUNDED.	001	CONSTRUCTION	AGENCY SCOPE- A	\$1,219,161.00	
003	PCO #31 CLEAN AND REPOINT EXISTING EXTERIOR MASONRY. THIS SCOPE NEEDS TO BE INCLUDED DO TO THE EXISTING CONDITION OF THE BUILDING. THIS PROJECT IS SPLIT FUNDED 68.5% STATE AND 31.5% UNIVERSITY FUNDED.	001	CONSTRUCTION	UNK COND- PROJEC	\$287,547.00	
004	PCO #32 REVISE VARIOUS MECHANICAL DUCTS AND PIPING DO TO CLASH PROBLEMS. THIS IS A SPLIT FUNDED PROJECT 68.5% STATE FUNDS AND 31.5% UNIVERSITY FUNDS.	001	CONSTRUCTION	UNK COND- CONTIN	\$54,556.00	
005	PCO #33 REVISE ELECTRICAL LIGHTING AND CONTROLS. AGENCY REQUESTED CHANGE.	001	CONSTRUCTION	AGENCY SCOPE-P	\$29,981.00	
006	PCO #34 ADD HILITI FASTENERS FOR THE SHIELDING AS PER DESIGN REQUIREMENTS. THIS IS A SPLIT FUNDED PROJECT 68.5% STATE FUNDS AND 31.5% UNIVERSITY FUNDS.	001	CONSTRUCTION	AE OMISSION- CON	\$0.00	



Construction Change Order

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
007	PCO #35 REVISE ELECTRICAL LIGHTING & CONTROLS. CREDIT PROJECT	001	CONSTRUCTION	AGENCY SCOPE-O	\$(24,008.00)	
008	PCO #36 PROVIDE EAST ENTRY CANOPY AND REVISE VARIOUS FINISHES AT FRONT ENTRY AS PER STATE HISTORY RECOMMENDATIONS. THIS IS A SPLIT FUNDED PROJECT 68.5% STATE FUNDS AND 31.5% UNIVERSITY FUNDS.	001	CONSTRUCTION	UNK COND-CONTIN	\$34,241.00	
009	PCO #37 REMOVE EXISTING BASEMENT SLAB, THIS WAS V/E ITEM AT BUY OUT, BUT WE COULD NOT ACHIEVE THE REQUIRED CLEARANCE FOR EQUIPMENT. THIS IS A SPLIT FUNDED PROJECT 68.5% STATE FUNDS AND 31.5% UNIVERSITY FUNDS.	001	CONSTRUCTION	UNK COND-PROJEC	\$79,850.00	
010	PCO #38 REVISE GAS LINE SIZE, CONNECTION AND LOCATION AS PER THE UNIVERSITY. AGENCY REQUESTED SCOPE CHANGE 100% UNIVERSITY.	001	CONSTRUCTION	AGENCY SCOPE- A	\$28,718.00	
011	PCO #40 HARDWARE CHANGE FOR LAB CASE WORK CABINETS. THE DRAWINGS SHOWED TWO DIFFERENT DETAILS AND REFERENCED TWO DIFFERENT SPECIFICATIONS. THE CHEAPER OF THE TWO WERE BID. THIS WILL NOT FUNCTION FOR THE UNIVERSITY. THIS IS A SPLIT FUNDED PROJECT 68.5	001	CONSTRUCTION	AE OMISSION-PRJ	\$266,232.00	
012	PCO #41 REVISE DETENTION BASIN, DUE TO FINDING ADDITIONAL ROOF DRAINS. THIS IS A SPLIT FUNDED PROJECT 68.5% STATE FUNDS AND 31.5% UNIVERSITY FUNDS.	001	CONSTRUCTION	UNK COND-CONTIN	\$14,142.00	
013	PCO #42 REVISE LIGHTING IN LAB CABINETS AS PER A/E DIRECTION. THIS IS A SPLIT FUNDED PROJECT 68.5% STATE FUNDS AND 31.5% UNIVERSITY FUNDS.	001	CONSTRUCTION	AE OMISSION-CON	\$4,427.00	



State of Utah

Division of Facilities and Construction Management

Construction Contract = 157721

Construction Contract Summary

157721 - Crocker Science Center | University Oh Utah | Dfcm Manager Ric

Project Title:	Univ Of Utah Crocker Science Center At The George Thomas Bldg Renovation, Addition & Seismic Upgrade	Vendor #:	78012B
Project #:	<u>12337750</u>	Okland Construction Company, Inc.	
Program Director:	Michael Ambre (125778)	1978 South West Temple	
Open PO's-Prj:	(2) for <u>\$11,500.00</u>	Salt Lake City, Ut 84115-7103	
Contract Name:	Crocker Science Center University Oh Utah Dfcm Manager Ric	Status:	Notice To Proceed
Contract Type:	Constr Cmgc	DO #:	15041023424
Component Group:	Construction	Retainage #:	8695376
Building:	00270	George Thomas Bldg (Mus Natfl Hist)	

Component:	Construction (8)	Expense Budget:	6811
Account:	<u>3000-300-3400-FWA-12337750</u>	Construction Dev New Spc	

Funding Sources

Funding Source	Budget %	Appropriation	Allotment
HEF UU	100.00	\$23,828,289.00	\$0.00
Funding Totals:	100.00	\$23,828,289.00	\$0.00

Payment Summary

Date	Invoice #	Status	Amount
4/13/15	12337750#1	Invoice Released	\$153,688.15
11/13/15	12337750#3	Invoice Released	\$334,107.28
11/13/15	12337750#2	Invoice Released	\$385,901.92
12/2/15	12337750#4	Invoice Released	\$196,908.88
1/6/16	12337750#5	Invoice Released	\$174,243.95
2/8/16	12337750#6	Invoice Released	\$30,627.84
3/10/16	12337750#7	Invoice Released	\$396,853.59
4/6/16	12337750#8	Invoice Released	\$590,685.91
5/23/16	12337750#9	Invoice Released	\$398,151.82
6/9/16	12337750#10	Invoice Released	\$597,915.08
7/22/16	12337750#11	Invoice Released	\$541,250.41
9/6/16	12337750#12	Invoice Released	\$1,482,914.89
9/19/16	12337750#13	Invoice Released	\$1,396,430.59
10/28/16	12337750#14	Invoice Released	\$1,249,563.94
11/16/16	12337750#15	Invoice Released	\$1,820,766.20
12/20/16	12337750#16	Invoice Released	\$2,131,794.30
Total Payments:			\$ 11,881,804.75

Retainage Summary

Date	Invoice #	Status	Amount
4/13/15	157721#1	Invoice Released	\$8,088.85

Change Order Summary

Awards

Award Date	Number	Amount
11/10/2014	A001	\$60,000.00
Total Award:		\$ 60,000.00

Change Orders

Date	Number	Status	Amount
3/26/15	CO 001	Co Executed	\$161,777.00
11/10/15	CO 002	Co Executed	\$1,218,954.00
2/2/16	CO 003	Co Executed	\$4,321,731.00
2/17/16	CO 004	Co Executed	\$12,682.00
4/4/16	CO 005	Co Executed	\$1,836,264.00
6/17/16	CO 006	Co Executed	\$34,501,630.00
7/19/16	CO 007	Co Executed	\$(56,146.96)
11/3/16	CO 008	Co Executed	\$2,769,284.00

Change Order Total: \$44,766,175.04

Total Amendments (Less: Award Bid Pack Changes): \$44,766,175.04

Adjusted Contract Value: \$44,826,175.04



State of Utah

Division of Facilities and Construction Management

Construction Contract = 157721

Construction Contract Summary

Retainage Summary

Date	Invoice #	Status	Amount
11/13/15	157721#2	Invoice Released	\$20,310.63
11/13/15	157721#3	Invoice Released	\$17,584.59
12/2/15	157721#4	Invoice Released	\$10,363.63
1/6/16	157721#5	Invoice Released	\$9,170.73
3/10/16	157721#7	Invoice Released	\$20,887.03
4/6/16	157721#8	Invoice Released	\$31,088.74
5/23/16	157721#9	Invoice Released	\$20,955.35
6/9/16	157721#10	Invoice Released	\$31,469.22
7/22/16	157721#11	Invoice Released	\$28,486.86
9/6/16	157721#12	Invoice Released	\$78,048.16
9/19/16	157721#13	Invoice Released	\$73,496.34
10/28/16	157721#14	Invoice Released	\$65,766.53
11/16/16	157721#15	Invoice Released	\$95,829.79
12/20/16	157721#16	Invoice Released	\$112,199.71
Retainage Total:			\$623,746.16

Release Summary

Release Date	Release	Amount
2/8/16	Release # 1	\$ 65,518.43
	Release # 2	
	Release # 3	
	Release # 4	
	Release # 5	
Release Total:		\$ 65,518.43
Net Retainage:		\$ 558,227.73

Contract Summary

Adjusted Contract Value:	\$ 44,826,175.04
Paid to Contractor:	\$11,881,804.75
Retainage to Bank:	\$623,746.16
Total Paid:	\$12,505,550.91
Contract Balance:	\$32,320,624.13

Contractor Summary

Adjusted Contract Value:	\$ 44,826,175.04
Paid to Contractor:	\$11,881,804.75
Retainage Releases:	\$65,518.43
Total Paid to Contractor:	\$11,947,323.18
Contractor Balance:	\$32,878,851.86

Change Order % of Original: 74610.29%
 Percentage of Contract Paid: 27.90%

Dates		Days	
From	To	Target	Lapsed
11/17/14	10/31/17	1079	797
Adjusted	Substantial	Original	Days
10/31/17	5/20/16	11/15/17	
Percentage of Time Lapsed:			73.86%

Reasons for Change Orders

Reason	Percent	Amount
Agency Scope-c	0.00%	\$0.00
Unk Cond-other	0.08%	\$36,489.00
Dfcm Scope-proj	0.36%	\$161,865.00
Bid Package	93.39%	\$41,807,489.00
Unk Cond-contin	0.25%	\$112,839.00
Agency Scope-p	-0.28%	-\$127,432.00
Ae Omission-con	0.01%	\$4,427.00
Ae Omission-prj	0.59%	\$266,232.00
Unk Cond-projec	1.13%	\$505,958.04
Agency Scope- A	4.52%	\$2,022,316.00
Agency Scope-o	-0.05%	-\$24,008.00
Total Changes (less Award Bid Packs):		\$44,766,175.04



Construction Change Order

Construction Change Order			
Description:	VARIOUS ITEMS RELATING TO FINISHING PHASE OF WORK UTAH SCHOOLS FOR THE DEAF AND THE BLIND USDB SALT LAKE CENTER DAVID MCKAY	Status:	CO EXECUTED
		Change Order Date:	Dec 20, 2016
		Total Amount:	\$45,390.00
		New End Date:	
Capital Project:	14190230 (SALT LAKE CENTER, UTAH SCHOOLS FOR THE DEAF & BLIND SALT LAKE CENTER DESIGN & CONSTRUCTION)		

Contractor		Original		Change	
Contractor:	VC0000148433 (WADMAN CORP)	Award:	\$12,370,000.00	Award:	\$12,370,000.00
		Change Order:	\$1,477,747.62	Change Order:	\$1,523,137.62
		Total:	\$13,847,747.62	Total:	\$13,893,137.62
Address Code:	001 (P.O. BOX 1458, 2920 SOUTH 925 WEST, OGDEN, UT 84402)	Start:	Jul 28, 2015	Start:	Jul 28, 2015
Contract:	157416	End:		End:	

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
001	PCO 47 LOWER LEVEL TWO LOBBY CEILING TO ACCOMMODATE DUCTWORK/STRUCTURE	001	CONSTRUCTION	UNK COND-CONTIN	\$10,023.00	
002	PCO 73 R1 ADD SS CAP FOR CANTILEVERED GLASS RAILING	001	CONSTRUCTION	AGENCY SCOPE-C	\$5,597.00	
003	PCO 76 MODIFY BOARDROOM CABINET TO ACCOMMODATE PIPE AND GLASS DOOR.	001	CONSTRUCTION	UNK COND-CONTIN	\$3,020.00	
004	PCO 80 ADD VOLLEYBALL STANDARD SOCKETS	001	CONSTRUCTION	AGENCY SCOPE-C	\$451.00	
005	PCO 81 CHANGE COLOR OF FINGER GUARDS TO MATCH DOOR FRAMES	001	CONSTRUCTION	UNK COND-CONTIN	\$968.00	
006	PCO 82 VARIOUS MILLWORK MODIFICATIONS TO MEET EQUIPMENT NEEDS	001	CONSTRUCTION	AGENCY SCOPE-C	\$9,401.00	
007	PCO 83 RELOCATE WEST FENCE TO ALIGN WITH CONCRETE CURB TO SIMPLIFY AND HELP NEIGHBOR	001	CONSTRUCTION	DFCM SCOPE-CONT	\$4,268.00	
008	PCO 84 ADD FRP PANELS AS REQ'D BY HEALTH DEPT. INSPECTOR.	001	CONSTRUCTION	DFCM SCOPE-CONT	\$1,583.00	
009	PCO 85 ADD IN-FLOOR LIGHTING CONTROLS AT FRONT DESK TO CONTROL COLOR & INTENSITY OF LIGHT	001	CONSTRUCTION	AE OMISSION-CON	\$2,208.00	
010	PCO 86 ADD METAL ENDS TO BASEMENT SHELVING.	001	CONSTRUCTION	AE OMISSION-CON	\$1,168.00	



Construction Change Order

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
011	PCO 90 ADD RED METAL TRIM TO PROTECT CORNERS AND COVER UNSIGHTLY GAPS	001	CONSTRUCTION	AE OMISSION-CON	\$6,703.00	



State of Utah

Division of Facilities and Construction Management

Construction Contract = 157416

Construction Contract Summary

157416 - Utah Schools For The Deaf And Blind | Salt Lake Center | David

Project Title:	Salt Lake Center, Utah Schools For The Deaf & Blind Salt Lake Center Design & Construction	Vendor #:	VC0000148433
Project #:	14190230	Wadman Corp	
Program Director:	Dave Mckay (117038)	P.o. Box 1458	
Open PO's-Prj:	(1) for \$3,900.00	Ogden, Ut 84402	
Contract Name:	Utah Schools For The Deaf And Blind Salt Lake Center David	Status:	Notice To Proceed
Contract Type:	Const New Space	DO #:	150804000030489
Component Group:	Construction	Retainage #:	8695457
Building: (2)	17358	Utah Schools For The Deaf And Blind Salt Lake Ce	

Component:	Construction (8)	Expense Budget:	6400
Account:	3000-300-3338-FWD-14190230	Remodel & Improve Curermt Expense	

Component:	Construction (8)	Expense Budget:	6811
Account:	3000-300-3338-FWD-14190230	Construction Dev New Spc	

Funding Sources

Funding Source	Budget %	Appropriation	Allotment
EDFY2015	100.00	\$1,300,000.00	\$0.00
Funding Totals:	100.00	\$1,300,000.00	\$0.00

Payment Summary

Date	Invoice #	Status	Amount
8/5/15	14190230-1	Invoice Released	\$140,863.08
9/4/15	14190230-2	Invoice Released	\$645,275.69
10/2/15	14190230-3	Invoice Released	\$442,753.01
10/29/15	14190230-4	Invoice Released	\$1,167,061.58
12/11/15	14190230-5	Invoice Released	\$1,303,902.14
1/15/16	14190230-6	Invoice Released	\$921,720.57
2/2/16	14190230-7	Invoice Released	\$756,406.27
3/3/16	14190230-8	Invoice Released	\$932,531.91
3/31/16	14190230-9	Invoice Released	\$752,356.79
5/23/16	14190230-10	Invoice Released	\$1,460,381.44
6/9/16	14190230-11	Invoice Released	\$1,745,490.56
7/22/16	14190230#12	Invoice Released	\$1,153,966.44
9/6/16	14190230#13	Invoice Released	\$1,085,202.50
9/8/16	14190230#14	Invoice Released	\$357,426.66
10/24/16	14190230#15R	Invoice Released	\$114,184.89
Total Payments:			\$ 12,979,523.53

Change Order Summary

Awards		
Award Date	Number	Amount
06/25/2015	A001	\$12,370,000.00
Total Award:		\$ 12,370,000.00

Change Orders			
Date	Number	Status	Amount
10/2/15	CO 001	Co Executed	\$33,666.00
10/9/15	CO 002	Co Executed	\$17,342.00
11/19/15	CO 003	Co Executed	\$719,567.00
11/20/15	CO 004	Co Executed	\$6,145.00
12/3/15	CO 005	Co Executed	\$55,600.00
12/14/15	CO 006	Co Executed	\$13,802.00
2/29/16	CO 007	Co Executed	\$140,201.00
4/1/16	CO 008	Co Executed	\$10,225.00
5/11/16	CO 009	Co Executed	\$44,221.00
6/3/16	CO 010	Co Executed	\$81,027.00
7/18/16	CO 011	Co Executed	\$150,081.00



State of Utah

Division of Facilities and Construction Management

Construction Contract = 157416

Construction Contract Summary

Retainage Summary

Date	Invoice #	Status	Amount
8/5/15	157416#1	Invoice Released	\$7,413.85
9/4/15	157416#2	Invoice Released	\$33,961.88
10/2/15	157416#3	Invoice Released	\$23,302.79
10/29/15	157416#4	Invoice Released	\$61,424.29
12/11/15	157416#5	Invoice Released	\$68,626.43
1/15/16	157416#6	Invoice Released	\$48,511.61
2/2/16	157416#7	Invoice Released	\$39,810.86
3/3/16	157416#8	Invoice Released	\$49,080.63
3/31/16	157416#9	Invoice Released	\$39,597.73
5/23/16	157416#10	Invoice Released	\$76,862.17
6/9/16	157416#11	Invoice Released	\$91,867.92
7/22/16	157416#12	Invoice Released	\$60,735.08
9/6/16	157416#13	Invoice Released	\$57,115.92
9/8/16	157416#14	Invoice Released	\$18,811.93
Retainage Total:			\$677,123.09

Release Summary

Release Date	Release	Amount
10/11/16	Release # 1	\$ 335,706.93
	Release # 2	
	Release # 3	
	Release # 4	
	Release # 5	
Release Total:		\$ 335,706.93
Net Retainage:		\$ 341,416.16

Contract Summary

Adjusted Contract Value:	\$ 13,893,137.62
Paid to Contractor:	\$12,979,523.53
Retainage to Bank:	\$677,123.09
Total Paid:	\$13,656,646.62
Contract Balance:	\$236,491.00

Contractor Summary

Adjusted Contract Value:	\$ 13,893,137.62
Paid to Contractor:	\$12,979,523.53
Retainage Releases:	\$335,706.93
Total Paid to Contractor:	\$13,315,230.46
Contractor Balance:	\$577,907.16

Change Orders

Date	Number	Status	Amount
8/23/16	CO 012	Co Executed	\$71,094.62
9/19/16	CO 013	Co Executed	\$93,756.00
10/11/16	CO 014	Co Executed	\$41,020.00
12/20/16	CO 015	Co Executed	\$45,390.00
Change Order Total:			\$1,523,137.62
Total Amendments (Less: Award Bid Pack Changes):			\$1,523,137.62
Adjusted Contract Value:			\$13,893,137.62
Change Order % of Original:			12.31%
Percentage of Contract Paid:			98.30%

Dates		Days	
From	To	Target	Lapsed
7/28/15	10/28/16	458	544
Adjusted	Substantial	Original	Days
10/28/16	10/10/16	7/18/16	
Percentage of Time Lapsed:			118.78%

Reasons for Change Orders

Reason	Percent	Amount
Agency Scope-c	12.90%	\$196,462.00
Unk Cond-contin	11.06%	\$168,419.00
Ae Omission-con	9.64%	\$146,899.00
Dfcm Scope-cont	7.75%	\$118,074.10
Agency Scope-p	47.24%	\$719,567.00
Ae Omission-prj	0.07%	\$1,062.00
Ae Error-contin	0.78%	\$11,914.52
Dfcm Scope-oth	0.00%	\$0.00
Agency Scope-o	0.16%	\$2,361.00
Agency Scope- A	10.40%	\$158,379.00
Total Changes (less Award Bid Packs):		\$1,523,137.62



Construction Change Order

Construction Change Order			
Description:	C.O. #1	Status:	CO EXECUTED
	DJJS	Change Order Date:	Nov 3, 2016
	WASATCH YOUTH CONCRETE STAIR AND SECURITY	Total Amount:	\$49,313.43
	UPGRADES RANDY MELLOR	New End Date:	Aug 2, 2016
Capital Project:	15278430 (WASATCH YOUTH CENTER SECURITY & INTERCOM SYSTEM REPLACEMENT, CENTER STAIRS AND HANDI-CAP RAMP)		

Contractor		Original		Change	
Contractor:	80258A (CHAD HUSBAND CONSTRUCTION INC)	Award:	\$542,194.00	Award:	\$542,194.00
		Change Order:	\$0.00	Change Order:	\$49,313.43
		Total:	\$542,194.00	Total:	\$591,507.43
Address Code:	001 (PO BOX 26705, SALT LAKE CITY, UT 84126-0705)	Start:	Mar 29, 2016	Start:	Mar 29, 2016
Contract:	1675283	End:		End:	Aug 2, 2016

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
001	COP 001 - COST TO ADD CAMERAS IN THE DAY ROOMS SUMMIT & SUNDIAL	001	CONSTRUCTION	AE OMISSION-CON	\$4,109.26	Aug 2, 2016
002	COP 002 - COST TO ADD DURRESS BUTTONS OUTSIDE OF GYM & IN HALLWAY BY DINNING	001	CONSTRUCTION	AE OMISSION-CON	\$2,744.90	
003	COP 003 COST TO ADD DURRESS BUTTONS IN THE CHAPEL AREA / GROUP ROOM	001	CONSTRUCTION	AE OMISSION-CON	\$1,159.89	
004	COP 004 - COST TO ADD INTERCOM & DURRESS BUTTON IN THE OASIS LIBARY	001	CONSTRUCTION	AE OMISSION-CON	\$551.55	
005	COP 005 - COST TO ADD LOCKING CONTROL TO THE 3 DOORS IN THE KITCHEN	001	CONSTRUCTION	AE OMISSION-CON	\$2,662.82	
006	COP 006 - COST TO REPAIR POWER AND CCTV. CONDUITS THAT FEED THE PARKING LOT LIGHTS AND CAMERAS WERE DAMAGED WHEN REMOVING THE FRONT STAIRS. THEY WERE PLACED IN THE STAIR POUR.	001	CONSTRUCTION	UNK COND-CONTIN	\$3,362.36	
007	COP 007 - COST TO ADD CCTV MONITORING IN THE WING CONTROL ROOM.	001	CONSTRUCTION	AE OMISSION-CON	\$3,876.04	
008	COP 008 - COST TO ADD CEILING MOUNTED MONITORS IN THE CONTROL ROOM.	001	CONSTRUCTION	AE OMISSION-CON	\$10,532.62	



Construction Change Order

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
009	COP 009 - COST TO CHANGE CAMERA TYPE AT THE N/W PARKING AND BALL FIELD TO A 360 DEGREE CAMERA	001	CONSTRUCTION	AGENCY SCOPE- A	\$5,898.22	
010	COP 010 - COST TO ADD A MONITOR IN THE SUNDIAL WING CONTROL ROOM	001	CONSTRUCTION	AE OMISSION-CON	\$417.45	
011	COP 011 - COST TO ADD DURESS BUTTON IN THE OASIS HALL	001	CONSTRUCTION	AE OMISSION-CON	\$423.58	
012	COP 012 - COST TO MOVE THE EQUIPMENT RACK TO AVOID POSSIBLE DAMAGE FROM PIPES ABOVE.	001	CONSTRUCTION	UNK COND-CONTIN	\$424.82	
013	COP 014 - COST TO ADD DOOR CONTROLS TO THE CHAPEL AND OASIS EXTERIOR DOORS	001	CONSTRUCTION	AE OMISSION-CON	\$1,180.93	
014	COP 015 - COST TO ADD DATA DROPS IN TWO OFFICES. STEPHANIE AND MARIA NEEDED TO MONITOR THE CAMERAS FROM THERE OFFICE WORK STATIONS.	001	CONSTRUCTION	UNK COND-CONTIN	\$1,222.90	
015	COP 016 - COST TO REPLACE 5 CLASSROOM SPEAKERS SO THE BELL SYSTEM COULD WORK PROPERLY.	001	CONSTRUCTION	UNK COND-CONTIN	\$2,523.67	
016	COP 017 - COST TO ADD OSSI PROGRAMMING OF THE DURESS AUDIO BROADCAST	001	CONSTRUCTION	AE OMISSION-CON	\$2,696.74	
017	COP 018 - COST TO ADD CONCRETE IN THE REAR ENTRANCE. PLANS DID NOT HAVE THE CORRECT DIMENSIONS.	001	CONSTRUCTION	AE ERROR-CONTIN	\$2,213.68	
018	COP 019 - COST FOR ADDITIONAL SUPERVISION BY SUPERINTENDENT FOR CHANGES NOT IN THE ORIGINAL PLANS.	001	CONSTRUCTION	AE OMISSION-CON	\$3,312.00	



State of Utah

Division of Facilities and Construction Management

Construction Contract = 1675283

Construction Contract Summary

1675283 - Human Services | Wasatch Youth Corrections New Concrete Stair

Project Title:	Wasatch Youth Center Security & Intercom System Replacement, Center Stairs And Handicap Ramp	Vendor #:	80258A
Project #:	15278430	Chad Husband Construction Inc	
Program Director:	Randy Mellor (201217)	Po Box 26705	
Open PO's-Prj:	(0) for	Salt Lake City, Ut 84126-0705	
Contract Name:	Human Services Wasatch Youth Corrections New Concrete Stair	Status:	Closed
Contract Type:	Const Remodel	DO #:	160427000044902
Component Group:	Construction	Retainage #:	8695546
Building:	05312	Dyc Wasatch Facility	

Component:	Construction (8)	Expense Budget:	6400
Account:	3000-300-3339-FXA-15278430	Remodel & Improve Curremt Expense	

Funding Sources

Funding Source	Budget %	Appropriation	Allotment
GFFY2016	50.00	\$554,623.21	\$0.00
OTHER AGENCY FUNDS	50.00	\$70,000.00	\$0.00
Funding Totals:	100.00	\$624,623.21	\$0.00

Payment Summary

Date	Invoice #	Status	Amount
5/5/16	15278430#1	Invoice Released	\$185,371.98
6/15/16	15278430#2	Invoice Released	\$155,646.71
7/22/16	15278430#3	Invoice Released	\$144,145.52
11/28/16	776804	Invoice Released	\$76,767.85
Total Payments:			\$ 561,932.06

Retainage Summary

Date	Invoice #	Status	Amount
5/5/16	1675283#1	Invoice Released	\$9,756.42
6/15/16	1675283#2	Invoice Released	\$8,191.93
7/22/16	1675283#3	Invoice Released	\$7,586.61
11/28/16	1675283#4	Invoice Released	\$4,040.41
Retainage Total:			\$29,575.37

Release Summary

Release Date	Release	Amount
12/20/16	Release # 1	\$ 29,575.37
	Release # 2	
	Release # 3	
	Release # 4	

Change Order Summary

Awards

Award Date	Number	Amount
03/23/2016	A001	\$542,194.00
Total Award:		\$ 542,194.00

Change Orders

Date	Number	Status	Amount
11/3/16	CO 001	Co Executed	\$49,313.43
Change Order Total:			\$49,313.43
Total Amendments (Less: Award Bid Pack Changes):			\$49,313.43
Adjusted Contract Value:			\$591,507.43
Change Order % of Original:			9.10%
Percentage of Contract Paid:			100.00%

Dates

Days

From	To	Target	Lapsed
3/29/16	8/2/16	126	299
Adjusted	Substantial	Original	Days
8/2/16		5/26/16	
Percentage of Time Lapsed:			237.30%



State of Utah

Division of Facilities and Construction Management

Construction Contract = 1675283

Construction Contract Summary

Release Summary

Release Date	Release	Amount
	Release # 5	
	Release Total:	\$ 29,575.37
	Net Retainage:	\$ 0.00

Contract Summary

Adjusted Contract Value:	\$ 591,507.43
Paid to Contractor:	\$561,932.06
Retainage to Bank:	\$29,575.37
Total Paid:	\$591,507.43
Contract Balance:	\$.00

Contractor Summary

Adjusted Contract Value:	\$ 591,507.43
Paid to Contractor:	\$561,932.06
Retainage Releases:	\$29,575.37
Total Paid to Contractor:	\$591,507.43
Contractor Balance:	\$.00

Reasons for Change Orders

Reason	Percent	Amount
Ae Error-contin	4.49%	\$2,213.68
Ae Omission-con	68.27%	\$33,667.78
Unk Cond-contin	15.28%	\$7,533.75
Agency Scope- A	11.96%	\$5,898.22
Total Changes (less Award Bid Packs):		\$49,313.43



Construction Change Order

Construction Change Order			
Description:	COURTS, OGDEN GAL REMODEL ADMINISTRATIVE OFFICE OF THE COURTS LUCAS DAVIS	Status:	CO EXECUTED
		Change Order Date:	Nov 14, 2016
		Total Amount:	\$48,689.09
		New End Date:	
Capital Project:	15063150 (COURTS OLD OGDEN JV COURT REMODEL/ ADMINISTRATIVE OFFICE)		

Contractor		Original		Change	
Contractor:	VC0000132951 (LANDMARK COMPANIES INC)	Award:	\$407,633.00	Award:	\$407,633.00
		Change Order:	\$0.00	Change Order:	\$48,689.09
		Total:	\$407,633.00	Total:	\$456,322.09
Address Code:	001 (P.O. BOX 4651, 729 SOUTH MAIN, LOGAN, UTAH 84323-4651)	Start:	Jun 23, 2016	Start:	Jun 23, 2016
Contract:	1675413	End:		End:	

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
001	PCO #01 - VALUE ADDED AE OMISSION TO RELOCATE HOT WATER PIPING.	001	CONSTRUCTION	AE OMISSION-CON	\$3,240.57	
002	PCO #02 - VALUE ADDED AE OMISSION TO REMOVE WOOD VENEER FROM OLD COURTROOMS.	001	CONSTRUCTION	AE OMISSION-CON	\$6,826.49	
003	PCO #03 - VALUE ADDED AE OMISSION TO ADD RETURN AIR GRILLS AS EXISTING RETURNS WERE PART OF OLD LIGHT FIXTURE.	001	CONSTRUCTION	AE OMISSION-CON	\$4,712.95	
004	PCO #04 - VALUE ADDED AE OMISSION TO REMOVE BALANCE OF EXISTING CELLS.	001	CONSTRUCTION	AE OMISSION-CON	\$7,898.62	
005	PCO #05 - VALUE ADDED AE OMISSION TO FINISH OLD COURTROOM.	001	CONSTRUCTION	AE OMISSION-CON	\$17,358.63	
006	PCO #06 - VALUE ADDED AE OMISSION TO ADD DOOR FRAMES 240 & 240A.	001	CONSTRUCTION	AE OMISSION-CON	\$1,265.00	
007	PCO #07 - VALUE ADDED AE OMISSION TO ADD REMOTE FLUSH VALVE TO UA ROOM.	001	CONSTRUCTION	AE OMISSION-CON	\$705.91	
008	PCO #08 - DFCM/AGENCY REQUESTED NORTH ENTRANCE CHANGES. DESIGN DID NOT FUNCTION AS NEEDED.	001	CONSTRUCTION	DFCM SCOPE-PROJ	\$6,680.92	



Construction Change Order

Construction Change Order			
Description:	COURTS, OGDEN, GUARDIAN AD LITEM REMODEL ADMINISTRATIVE OFFICE OF THE COURTS LUCAS DAVIS	Status:	CO EXECUTED
		Change Order Date:	Nov 30, 2016
		Total Amount:	\$98,490.44
		New End Date:	
Capital Project:	15063150 (COURTS OLD OGDEN JV COURT REMODEL/ ADMINISTRATIVE OFFICE)		

Contractor		Original		Change	
Contractor:	VC0000132951 (LANDMARK COMPANIES INC)	Award:	\$407,633.00	Award:	\$407,633.00
		Change Order:	\$48,689.09	Change Order:	\$147,179.53
		Total:	\$456,322.09	Total:	\$554,812.53
Address Code:	001 (P.O. BOX 4651, 729 SOUTH MAIN, LOGAN, UTAH 84323-4651)	Start:	Jun 23, 2016	Start:	Jun 23, 2016
Contract:	1675413	End:		End:	

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
001	PCO #09 - MECHANICAL ENGINEER FAILED TO ADD COOLING TO 2 NEW DATA ROOMS.	001	CONSTRUCTION	AE OMISSION-CON	\$26,202.18	
002	PR #10 - CREDIT FOR REUSE OF EXISTING DOOR AND CANCELLED NEW ONE.	001	CONSTRUCTION	AGENCY SCOPE-P	\$(897.74)	
003	PR #11 - ARCHITECT FAILED TO ADD INSULATION TO REMODELED VESTIBULE.	001	CONSTRUCTION	AE OMISSION-CON	\$977.50	
004	PR #12 - REPLACE EXISTING UNACCOUNTED FOR LIGHT FIXTURES IN BREAK ROOM, LIBRARY, FILE ROOM, ETC.	001	CONSTRUCTION	AE OMISSION-CON	\$6,172.84	
005	PR #13 - BECAUSE OF RADIANT HEAT RELOCATION, BOILER WATER HAD TO BE TREATED.	001	CONSTRUCTION	UNK COND-CONTIN	\$517.50	
006	PR #14 - RELOCATED DOOR 120A STOREFRONT SYSTEM. THIS DOOR WAS INCORRECTLY LOCATED ON THE AS-BUILT RECORD DRAWINGS.	001	CONSTRUCTION	UNK COND-CONTIN	\$1,107.45	
007	PR #15 - REGLUE EXISTING CARPET TILE ON 2ND FLOOR.	001	CONSTRUCTION	UNK COND-CONTIN	\$1,408.75	
008	PCO #16 - REPLACE BALANCE OF CEILING TILE ON 2ND FLOOR TO MATCH AND 1ST FLOOR DIRECTIONAL TILE.	001	CONSTRUCTION	AGENCY SCOPE- A	\$15,450.43	
009	PR #17 - PREPARE AND PAINT ROOM #238.	001	CONSTRUCTION	AE OMISSION-CON	\$365.75	



Construction Change Order

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
010	PR #18 - ADD ADA OPERATORS ON EXTERIOR DOORS THAT WERE MISSED IN DRAWINGS.	001	CONSTRUCTION	AE OMISSION-CON	\$3,804.76	
011	PCO #19 - ADDITIONAL FLOORING PER ASI #1 (AE OMISSIONS). REPAIR OF LOBBY TILE AND CREDIT FOR REUSE OF 1ST FLOOR CARPET ON 2ND FLOOR.	001	CONSTRUCTION	AE OMISSION-CON	\$13,142.46	
012	PCO #20 - ADD POWER AND DATA TO OLD COURT ROOMS.	001	CONSTRUCTION	AE OMISSION-CON	\$5,517.90	
013	PCO #21 - REMOVE WALL FABRIC, PATCH AND PAINT WALLS.	001	CONSTRUCTION	AE OMISSION-CON	\$3,582.80	
014	PCO #22 - MODIFIED GRID TO ACCOMMODATE NEW CEILING TILE.	001	CONSTRUCTION	AGENCY SCOPE- A	\$1,249.77	
015	PCO #23 - REPLACE CABINETS IN BREAKROOM.	001	CONSTRUCTION	AGENCY SCOPE- A	\$10,679.25	
016	PCO #24 - ADDED DIFFUSERS AS EXISTING ONES WERE BUILT INTO LIGHT FIXTURES THAT WERE REPLACED.	001	CONSTRUCTION	UNK COND-CONTIN	\$1,178.16	
017	PCO #25 - EXISTING TILE WAS DAMAGED BEYOND REPAIR. SALVAGED A PORTION TO REPAIR ANOTHER AND INSTALLED VINYL FLOORING ON THE REMAINDER.	001	CONSTRUCTION	UNK COND-CONTIN	\$3,375.25	
018	PCO #26 - AGENCY REQUESTED A COVER FOR THE FLUSH VALVE IN THE UA RESTROOM.	001	CONSTRUCTION	AGENCY SCOPE- A	\$1,039.83	
019	PCO #27 - ADDITIONAL ELECTRICAL WORK DUE TO DISCOVERED SLAB ELECTRICAL.	001	CONSTRUCTION	UNK COND-CONTIN	\$3,059.00	
020	PCO #28 - PROVIDE DOOR STOPS.	001	CONSTRUCTION	DFCM SCOPE-CONT	\$235.75	
021	PCO #29 - ADD SMOKE DETECTOR PER FIRE MARSHALL.	001	CONSTRUCTION	UNK COND-CONTIN	\$320.85	



State of Utah

Division of Facilities and Construction Management

Construction Contract = 1675413

Construction Contract Summary

1675413 - Administrative Office Of The Courts | Ogden Courts - Gal Rem

Project Title:	Courts Old Ogden Jv Court Remodel/ Administrative Office	Vendor #:	VC0000132951
Project #:	<u>15063150</u>		Landmark Companies Inc
Program Director:	Lucas Davis (166306)		P.o. Box 4651
Open PO's-Prj:	(1) for <u>\$5,000.00</u>		Logan, Utah 84323-4651
Contract Name:	Administrative Office Of The Courts Ogden Courts - Gal Rem	Status:	Notice To Proceed
Contract Type:	Const Remodel	DO #:	160823000003179
Component Group:	Construction	Retainage #:	8695622
Building:	05559		Ogden Juvenile Court Building

Component:	Construction (8)	Expense Budget:	6400
Account:	<u>3000-300-3339-FXA-15063150</u>		Remodel & Improve Curernt Expense

Funding Sources

Funding Source	Budget %	Appropriation	Allotment
GFFY2016	100.00	\$455,000.00	\$0.00
Funding Totals:	100.00	\$455,000.00	\$0.00

Payment Summary

Date	Invoice #	Status	Amount
9/6/16	15063150#1	Invoice Released	\$17,742.96
9/28/16	15063150#2	Invoice Released	\$122,488.86
10/28/16	15063150#3	Invoice Released	\$96,542.38
11/16/16	15063150#4	Invoice Released	\$133,336.90
1/17/17	15063150#5	New	\$152,752.77
	Total Payments:		\$ 522,863.87

Retainage Summary

Date	Invoice #	Status	Amount
9/6/16	1675413#1	Invoice Released	\$933.84
9/28/16	1675413#2	Invoice Released	\$6,446.80
10/28/16	1675413#3	Invoice Released	\$5,081.18
11/16/16	1675413#4	Invoice Released	\$7,017.72
1/17/17	1675413#5	New	\$8,039.61
	Retainage Total:		\$27,519.15

Release Summary

Release Date	Release	Amount
	Release # 1	
	Release # 2	
	Release # 3	
	Release # 4	

Change Order Summary

Awards

Award Date	Number	Amount
06/03/2016	A001	\$407,633.00
	Total Award:	\$ 407,633.00

Change Orders

Date	Number	Status	Amount
11/14/16	CO 001	Co Executed	\$48,689.09
11/30/16	CO 002	Co Executed	\$98,490.44
	Change Order Total:		\$147,179.53
	Total Amendments (Less: Award Bid Pack Changes):		\$147,179.53
	Adjusted Contract Value:		\$554,812.53
	Change Order % of Original:		36.11%
	Percentage of Contract Paid:		99.20%

Dates

Days

From	To	Target	Lapsed
6/23/16	10/20/16	119	213
Adjusted	Substantial	Original	Days
10/20/16	12/8/16	10/20/16	
	Percentage of Time Lapsed:		178.99%



State of Utah

Division of Facilities and Construction
Management

Construction Contract = 1675413

Construction Contract Summary

Release Summary

Release Date	Release	Amount
	Release # 5	
	Release Total:	\$ 0.00
	Net Retainage:	\$ 27,519.15

Contract Summary

Adjusted Contract Value:	\$ 554,812.53
Paid to Contractor:	\$522,863.87
Retainage to Bank:	\$27,519.15
Total Paid:	\$550,383.02
Contract Balance:	\$4,429.51

Contractor Summary

Adjusted Contract Value:	\$ 554,812.53
Paid to Contractor:	\$522,863.87
Retainage Releases:	\$.00
Total Paid to Contractor:	\$522,863.87
Contractor Balance:	\$31,948.66

Reasons for Change Orders

Reason	Percent	Amount
Agency Scope-p	-0.61%	-\$897.74
Unk Cond-contin	7.45%	\$10,966.96
Dfcm Scope-proj	4.54%	\$6,680.92
Dfcm Scope-cont	0.16%	\$235.75
Agency Scope- A	19.31%	\$28,419.28
Ae Omission-con	69.15%	\$101,774.36
Total Changes (less Award Bid Packs):		\$147,179.53



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

PROJ #	DEPT	PROJECT TITLE	STATE FUNDS- DEVELOPMENT	STATE FUNDS- IMPROVEMENT	DOT FUNDS	DESCRIPTION	Jan-17	% of Constr.
							Budget	
<u>BEGINNING BALANCE</u>			<u>3,285,855.85</u>	<u>5,455,007.60</u>	<u>968,448.86</u>			
<u>INCREASES TO PROJECT RESERVE FUND:</u>								
None								
<u>DECREASES TO PROJECT RESERVE FUND:</u>								
17122510	DNR	Parks - Bear Lake Marina Dock Replacement		(300,000.00)		To Award Construction Contract		20%
17038220	DATC	Welding Shop & Kitchen Make-up Air		(26,720.00)		To Award Construction Contract		6%
14047670	SLCC	SCC - Electrical Panel Upgrade		(330.00)		Return For Final Inspection		0%
<u>ENDING BALANCE</u>			<u>3,285,855.85</u>	<u>5,127,957.60</u>	<u>968,448.86</u>			

DFCM

Division of Construction and Management
 4110 State Office Building Salt Lake City, UT 84144
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REPORT OF PROJECT RESERVE FUNDS ACTIVITY

Feb-17

% of
 Constr.

PROJ #	DEPT	PROJECT TITLE	STATE FUNDS- DEVELOPMENT	STATE FUNDS- IMPROVEMENT	DOT FUNDS	DESCRIPTION	Budget
<u>BEGINNING BALANCE</u>			<u>3,285,855.85</u>	<u>5,127,957.60</u>	<u>968,448.86</u>		
<u>INCREASES TO PROJECT RESERVE FUND:</u>							
14253660	SLCC	RRC Library Chiller		7,356.50		Project Residual	3%
14252660	SLCC	RRC CT Bldg HVAC Controls, VAVboxes, AHU Fans		4,070.08		Project Residual	1%
<u>DECREASES TO PROJECT RESERVE FUND:</u>							
17165760	SUU	Heat Plant Boiler #3 Replacement		(300,000.00)		To Award Construction Contract	17%
15072430	DHS	Weber Valley Multi-Use Center	(1,000,000.00)			To Award Construction Contract	5%
17138310	DAS	Archives Storage Vault Expansion	(500,000.00)			To Award Construction Contract	12%
17235310	DEQ	Technical Support Center	(500,000.00)			To Award Construction Contract	8%
<u>OTHER ITEMS</u>							
		To DFCM Admin per 2016 SB#6 Item #17		(200,000.00)			
<u>ENDING BALANCE</u>			<u>1,285,855.85</u>	<u>4,639,384.18</u>	<u>968,448.86</u>		



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Jan-17

12 MONTH PROJECT RESERVE FUNDS ACTIVITY

DEPT	STATE FUNDS-	STATE FUNDS-	DEVELOPMENT IMPROVEMENT DOT FUNDS
<u>INCREASES TO PROJECT RESERVE FUND:</u>			
ABC Total	-	68,072.42	-
Archives Total	-	893.00	-
BATC Total	-	16,940.33	-
Corrections Total	-	113,137.62	-
Courts Total	420,508.58	54,457.25	-
DATC Total	-	12,988.08	-
DCM Total	-	16,832.16	-
DFCM Total	-	190,534.45	-
DHA Total	-	2,769.82	-
DHS Total	194,011.00	191,700.17	-
DIXIE Total	-	68,797.29	-
DNR Total	-	250,980.87	-
DPS Total	-	21,697.50	-
DWS Total	-	35,540.92	-
DXATC Total	-	3,689.00	-
Education Total	-	82,997.50	-
Fairpark Total	-	13,350.30	-
OWATC Total	-	189,952.91	-
SLCC Total	-	124,192.25	-
SNOW Total	-	161,845.06	-
SUU Total	-	143,949.13	-
TAX Total	-	125,144.18	-
UDC Total	-	65,317.47	-
UDOT Total	-	92,870.57	-
UNG Total	15,638.06	-	-
UVU Total	-	45,502.48	-
WSU Total	1,028,251.29	35,323.25	-



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Jan-17

12 MONTH PROJECT RESERVE FUNDS ACTIVITY

DEPT	STATE FUNDS- DEVELOPMENT	STATE FUNDS- IMPROVEMENT	DOT FUNDS
<u>DECREASES TO PROJECT RESERVE FUND:</u>			
Corrections Total	-	(5,789.13)	-
COURTS Total	-	(30,000.00)	-
CPB Total	-	(30,503.00)	-
DAS Total	-	(110.00)	-
DATC Total	0	(57,611.50)	-
DCC Total	-	(63,005.00)	-
DHS Total	(150,000.00)	(455,945.00)	-
DIXIE Total	-	(500.00)	-
DNR Total	0	(406,650.00)	-
DPS Total	-	(17,073.00)	(32.50)
DXATC Total	-	(132.50)	-
Health Total	-	(9,899.85)	-
MATC Total	-	(86,507.00)	-
SLCC Total	0	(4,914.11)	-
Snow Total	-	(15,457.00)	-
SUU Total	-	(125,000.00)	-
TAX Total	-	(36,488.00)	-
UBATC Total	-	(14,643.92)	-
UDOT Total	-	(4,336.00)	-
UNG Total	(131.50)	(64,823.38)	-
UVU Total	-	(210,701.00)	-
WSU Total	-	(97.50)	-
<u>OTHER ITEMS</u>			
OTHER	To DFCM Admin Per 2016 HB#2 Item #158		(1,225,000.00)