

# AMENDED AGENDA OF THE UTAH STATE BUILDING BOARD

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Friday, February 3, 2012  
4112 State Office Building  
Salt Lake City, Utah  
9:00 a.m.

- (Action) 1. **Approval of Minutes for December 6, 2011** ..... Tab 1
- (Action) 2. **University of Utah Remodel Project Approval – Cardiovascular Clinic**..... Tab 2
- (Action) 3. **Five Year Notice of Review and Statement of Continuation for Rule R23-1, Procurement of Construction**..... Tab 3
- (Action) 4. **Five Year Notice of Review and Statement of Continuation for Rule R23-19, Facility Use Rules**..... Tab 4
- (Action) 5. **Five Year Notice of Review and Statement of Continuation for Rule R23-20, Free Speech Activities** ..... Tab 5
- (Action) 6. **Capitol Preservation Board (CPB): Reallocation of Capital Improvement Funds** ..... Tab 6
- (Action) 7. **Approval of Master Plan – Utah State Development Center** ..... Tab 7
- (Action) 8. **Administrative Reports for University of Utah and Utah State University**..... Tab 8
- (Information) 9. **Administrative Report for DFCM** ..... Tab 9

**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 CeeCee Niederhauser 538-3261 (TDD 538-3260) 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://buildingboard.utah.gov>*



**Gary R. Herbert**  
*Governor*

# Utah State Building Board

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

## **MEMORANDUM**

To: Utah State Building Board  
From: David G. Buxton  
Date: January 13, 2012  
Subject: **Approval of Minutes for December 6, 2011**

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Attached for your review and approval are the minutes of the Utah State Building Board meeting held December 6, 2011.

DGB: cn

Attachments

# Utah State Building Board



## MEETING

December 6, 2011

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### MINUTES

#### Utah State Building Board Members in Attendance:

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

#### DFCM and Guests in Attendance:

Gregg Buxton	Division of Facilities Construction & Management
Cee Cee Niederhauser	Division of Facilities Construction & Management
Kurt Baxter	Division of Facilities Construction & Management
Kim Hood	Department of Administrative Services
Nicole Sherwood	Governor's Office of Planning and Budget
Rich Amon	Legislative Fiscal Analyst Office
Alan Bachman	Attorney General's Office
Hiram Chodosh	University of Utah
Mike Perez	University of Utah
Jason Perry	University of Utah
Ken Nye	University of Utah
Arnold Combe	University of Utah
Gordon Wilson	University of Utah
Cory Higgins	University of Utah
Natalie Tippetts	University of Utah
Lynn Powell	University of Utah
Malin Francis	Salt Lake Community College
Eric Migacz	EDA Architects
Keri Hammond	EDA Architects
Burke Cartwright	EDA Architects
Danielle Scott	Dunn Associates, Inc.
Ellen Parrish	VCBO Architecture
Gregg Stauffer	Commission of Higher Education
W. Ralph Hardy	Commission of Higher Education
Jerry Jensen	Department of Corrections

Charles Darnell	Utah State University
Ben Berrett	Utah State University
Dave Cowley	Utah State University
Dana Miller	SWATC
Dave Tanner	Southern Utah University
Wayne Bingham	Citizen
Peggy Stowe	Citizen

On Tuesday, December 6, 2011, the Utah State Building Board held a regularly scheduled meeting in Room 250 of the Utah State Capitol Building, Salt Lake City, Utah. Chair George Daines called the meeting to order at 9:03 am.

**APPROVAL OF MINUTES OF OCTOBER 26, 2011**

Chair Daines sought a motion for approval of the minutes. David Fitzsimmons asked that a correction be made to the minutes. He would like the minutes to show that he voted “yes” to the motion to accept the Capital Development Rankings as currently listed. Ned Carnahan indicated that he had voted “no” to the motion. CeeCee Niederhauser agreed to make the noted changes to the record.

**MOTION: Jeff Nielson moved to approve the meeting minutes of October 26, 2011 as corrected. The motion was seconded by David Fitzsimmons and passed unanimously.**

**UNIVERSITY OF UTAH NON-STATE FUNDED PROJECTS**

S. J. Quinney College of Law Building:

Mike Perez from the University of Utah introduced the project as a 155,000 sq. ft. structure with a total project cost around \$60,500,000. It will be situated south of the current law school complex. The University anticipates that Carlson Hall will be removed to make way for this new project. They are requesting state O & M in the amount of approximately \$1 Million and could reduce that to a little under \$900,000 by the removal of Carlson Hall. Dean Chodosh from the University College of Law gave a brief overview of the importance of the project. He felt that the University had reached the limit of what they can accomplish at the law school with their existing facilities and would possibly have a major accreditation problem in the future if not corrected. Mike Perez reminded the Board that this project had been approved by the University’s Board of Trustees and the Board of Regents.

**MOTION: Jeff Nielson moved to approve the S. J. Quinney College of Law Building for the University of Utah. The motion was seconded by Ned Carnahan and passed unanimously.**

University of Utah School of Dentistry:

Mike Perez introduced Dr. Vivian Lee, Senior Vice-President of Health Sciences and Dean of the University of Utah’s School of Medicine. Dr. Lynn Powell was also present to address any questions. The “Other Funds Capital Development Project Request” was distributed to members of the Board (See Attachment #1). Mr. Perez explained that this project was reviewed by the Board

back in 2009 and therefore he wanted to review details of the original presentation. This project is valued at \$37.4 Million and represents a structure of approximately 70,200 sq. ft. with parking underneath the building. The University is not requesting any State O & M for this facility and funding for programming is not being requested at the present time. Dr. Lee explained that the University had received a very generous gift which enabled them to expand their regional education dental program to a Dental School which will be housed in the School of Dentistry Building at no cost to the state. The donors, who wish to remain anonymous, are allowing the University to pay for O & M out of their gift. This will allow dental students to remain in state for all four years of their training and pay in-state tuition. The Dental School will bring valuable resources and economic growth to the state as well as address some clinical services.

**MOTION: Ned Carnahan moved to approve the request for the University of Utah School of Dentistry Building. The motion was seconded by Chip Nelson and passed unanimously.**

Central Campus Parking Structure and Health Sciences Parking Structure:

Dr. Gordon Wilson, Assistant Vice-President of Auxiliary Services at the University of Utah explained that their campus master plan called for the eventual building of six parking structures. At this time they are requesting approval for construction of two of the structures, located on the Main and Health Science Campuses. Funding for the bond, which will pay for the two parking structures, will come from parking permit revenues, visitor parking revenues, ticket revenues, etc; and will be fully contained within the University system. A "Pro-Forma Summary for Funding" (See Attachment #2) was distributed which showed a deficit for the first three years that would be covered by diverting funds from parking lot repair and maintenance budget. Gordon Snow had some concerns about an increase in student fees to pay for the parking structure; however Mr. Wilson assured him that no student fees would be used for this project. Arnold Combe explained that funding will come from a twenty year revenue bond from the University's bond system. The annual maintenance cost to maintain a stall per year is approximately \$68 per stall which includes cleaning of garages, striping, inspections of salt and water damage, power, and lighting. This structure should have a forty year life. Chair Daines indicated that since the University had developed expertise in parking structures, through their study of this project, they should supply the Board with supplementary information in the future which compares the cost of a parking terrace vs. a parking lot.

**MOTION: David Fitzsimmons moved to approve the request for the University of Utah Central Campus Parking Structure and Health Sciences Parking Structure as in the Master Plan. The motion was seconded by Gordon Snow and passed unanimously.**

Mike Perez reported that the International Building, which was presented to the Board last month, has been withdrawn. He responded to last month's questions concerning the cost of the building by explaining that the small size of the building, site costs associated with utilities, and impact fees to access the high temp and high voltage system at the University had contributed to the high cost per square foot.

**☐ CERTIFICATE OF APPRECIATION – NEAL STOWE**

Assistant Attorney General, Alan Bachman informed the Board that former DFCM Director, Neal Stowe recently passed away. He turned the time over to Wayne Bingham to highlight some of Mr.

Stowe's accomplishments and service to the State. Peggy Stowe was there to receive the Certificate of Appreciation and expressed her gratitude for her husband, his legacy of service, and his contributions to State government. Director Buxton added that Neal Stowe continued to serve the State after his retirement and was a kind and gracious individual who was dedicated to the service of his fellow man.

**❑ UTAH STATE UNIVERSITY ATHLETIC STRENGTH AND CONDITIONING CENTER**

David Cowley introduced Charles Darnell, the new Associate Vice-President for Facilities at Utah State replacing Darrell Hart. Mr. Cowley reported that Utah State has a firm commitment for 80% of the cost of this project and have already received approval from their Board of Trustees and the Board of Regents. The Athletic Strength and Conditioning Center will be built near the northwest corner of the Romney Stadium. It will provide state of the art strength training and aerobic equipment to over four hundred student athletes. Utah State currently has a weight center located in the Student Health Center but it is very small and inadequate to meet the needs of student athletes. A copy of "Other Funded Capital Development Project Request" was distributed to the Board members (See Attachment #3). This facility will triple the space for athletic training and includes a track, ticket office and apparel store. Utah State has secured a gift of \$5 Million for this building; however this is a \$6.2 Million project; so Utah State is moving forward with fundraising for the remaining balance, which they do not anticipate will be a problem. O & M will be paid by the University's Athletic Unit. This structure will be approximately 20,000 sq. ft. After doing the math, the Board may think this is a very expensive building; however the cost includes over \$1 Million of athletic equipment.

**MOTION: Chip Nelson moved to approve the Utah State University Athletic Strength and Conditioning Center. The motion was seconded by Jeff Nielson and passed unanimously.**

**❑ SWATC REQUEST TO PROGRAM THE ALLIED HEALTH AND TECHNOLOGY BUILDING**

South West Applied Technology College President Dana Miller requested permission from the Board to complete the programming portion of their Allied Health and Technology Building. This will allow their instructors, program directors, employee advisory committee, school district partners, and city and county officials to define the elements that need to be incorporated into this building. The programming process and result will help generate support for SWATC and their mission in the community as well as provide a building for technical education. SWATC is requesting DFCM funds to complete the programming with the understanding that when their building is complete, the college will repay DFCM for the programming cost. Private fundraising has begun for this project. Currently SWATC is projecting the building will be around 60,000 sq. ft. Approximately forty percent of the building will be dedicated to health science, information technology and business technology. Another forty percent will be for labs, shops for renewable energy, and manufacturing programs. The remaining twenty percent will be for a career center, student services, IT services, bookstore, and administrative services. Because of tight funding, members of the Board suggested SWATC might want to scale back the project. The college is requesting approximately \$100,000 for programming.

**MOTION:** Ned Carnahan moved to approve SWATC's Request to Program the Allied Health and Technology Building and the allocation of DFCM funds for this purpose. The motion was seconded by David Fitzsimmons and passed unanimously.

**☐ UNIVERSITY OF UTAH ADMINISTRATIVE REPORT**

Ken Nye reported that under Professional Services, the University had five design agreements and six other types of agreements with no significant issues. On page two, under Construction Contracts there were four remodeling and five site improvement contracts with no significant issues. Page three is the Project Reserve Fund which has a balance of \$18,000 and experienced no activity during this reporting period. Page four is the Contingency Reserve Fund with two decreases – the Health Sciences Library Fire Alarm and Sprinkler System (transfer of \$4,201), and the Secondary Water System for Landscape Irrigation (transfer of \$24,211). Page five is the Contingency Reserve Fund Quarterly Summary. Page six is the Summary of Improvements which list all Capital Improvement Projects and progress on project closeouts. Page seven is the Summary of State-wide Accounts which includes the status of paving and removal of hazardous materials. Page eight begins the Construction Contract Status Report which shows the status of each construction contract opened during the preceding quarter, as well as approximately twenty contracts that were closed out this quarter. The "Contingency Analysis", which was not included in the packet but distributed to Board members (See Attachment #4), includes a list of all state-funded projects that are eligible for Contingency Funds. This report also shows a projected excess balance of \$558,000; however the University does not believe they have an excess balance due to the nature of the projects under construction which will have higher draws on Contingency.

**MOTION:** Jeff Nielson moved to accept the University of Utah Administrative Report. The motion was seconded by Chip Nelson and passed unanimously.

**☐ UTAH STATE UNIVERSITY ADMINISTRATIVE REPORT**

Ben Berrett from Utah State University delivered the quarterly report. They had eight professional contracts and two construction contracts issued this month. The Contingency Reserve Fund balance is at \$628,788. The Project Reserve Fund had three increases with an ending balance at \$184,785. Director Gregg Buxton asked Mr. Berrett to explain what was happening on campus in regard to capital improvements. Mr. Barrett explained their capital improvement funding has been down over fifty percent for the past four years. They continue to have priority for utility and infrastructure issues which captures a high percentage of their funding. The University has late 1950-1960's Buildings which are having complex mechanical problems with air conditioning and need HVAC upgrades. Director Buxton encouraged both Universities to try to convey this information to the Legislature so that more funding can be acquired. Mr. Barrett continued with the report indicating that the remainder of the report was a Quarterly Report of all projects. The University's goal is to have all projects 100 percent obligated by March with construction beginning immediately after Commencement.

There was considerable discussion among Board members concerning the lack of funding for

Capital Improvements.

**MOTION: Ned Carnahan moved to accept Utah State University's Administrative Report. The motion was seconded by Jeff Nielson and passed unanimously.**

**☐ ADMINISTRATIVE REPORT FOR DFCM**

Kurt Baxter, Program Director for DFCM said they had Five Lease Reports, thirty-seven architect/engineering agreements, and thirty-four construction contracts awarded. The Contingency Reserve Fund shows a balance of \$11.5 Million with projected contingency needs at \$9.9 Million. That is an unallocated portion of about fifteen percent. Director Gregg Buxton said this excess of fifteen percent could be used up quickly with errors and omissions. Mr. Baxter continued with his report, indicating that the Project Reserve Fund was at approximately \$5 million. The Reserve Fund takes into account where building prices are going, which they know are increasing. Therefore, \$5 million is adequate and by no means excessive. The Statewide Emergency Fund, on pages 22-30, indicates a balance of \$900,000. The programming funds for SWATC will come from this fund.

**MOTION: Chip Nelson moved to accept the DFCM Monthly Report. The motion was seconded by Gordon Snow and passed unanimously.**

**☐ SCHEDULE FOR 2012 BUILDING BOARD MEETINGS**

Chair Daines asked if there were any comments concerning the 2012 meeting schedule as proposed. There was no response.

Chair Daines asked Dave Tanner from Southern Utah University to give a report concerning the problem with the Juniper Hall. Mr. Tanner reported that fifty year old Juniper Hall (representing 227 beds) had continual problems with heating and cooling. When originally constructed, the heating and cooling lines were embedded into the concrete floors of the structure. Near the end of October, they had a major failure which resulted in the loss of approximately 1,000 gallons per hour of heating water. The decision was made to relocate all the residents of Juniper Hall and close the building. Students were incorporated into various housing options in Cedar City. They were all moved in one Saturday with help from the community and staff. Estimates indicate it would cost millions of dollars to refurbish the building and the University feels this would not be cost effective considering the age of the structure. The building is currently not usable and needs to be demolished. They are trying to identify funds to move forward with a new building.

**☐ ADJOURNMENT .....**

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

The meeting ended at 11:34 am.

**FY2011 (updated 12/06/11)**  
**Other Funded Capital Development Project Request**

**Agency/Institution:** The University of Utah

**Project Name:** School of Dentistry Building

**Agency/Institution Priority:** n/a

**Preliminary Cost Estimate:** \$37,400,000

**Total Project Space (Gross Square Feet)** 70,200

New Space (Gross Square Feet) 70,200

Remodeled Space (GSF) 0

Space to be Demolished (GSF) 0

Structure Parking Stalls are not included in new space above.

**Increase in State Funded O&M** \$0

**No New Program Costs** \$0

The Regional Dental Education Program (RDEP) currently receives \$511,978 to supplement student tuition to help pay for the education of 20 dental students. No additional program costs will be requested at this time.

*The request for approval of this Capital Budget Request is contingent upon Legislative authorization of the School of Dentistry program.*

**New FTEs Required for O&M** 2

		<u>Year 1</u>	<u>Year 4</u>
<b>New FTEs Required for Program</b>	Faculty, Residents, Staff	26	90

**Other Sources of Funding** Over \$50 million has been received in private donations and endowment funds dedicated to this project.

**Previous State Funding** \$511,978

**Existing Facility:**

The current program occupies approximately 3,000 square feet in the Health Sciences Education Building and the School of Medicine Building. In addition, classroom space is shared with the Health Sciences colleges and schools within the Health Sciences Education Building. The new Dental Building will house all of the academic programs and most of the clinical programs of the proposed School of Dentistry.

**Project Description:**

The Dental Building is planned as a four level building of approximately 70,500 gross square feet. Two sites are under consideration for this project. Upon the establishment of a School of Dentistry, the dental building will house academic, research and clinical space to support the mission of the proposed college.

**Project Justification:**

The existing University of Utah dental education programs are defined as The Regional Dental Education Program (RDEP). The program helps provide dental education to twenty Utah student residents each year through two programs: Half of the students participate in the RDEP-Creighton University program, and the other participate at large dental schools throughout the country. For the past six years, the University has examined the need, costs and benefits of creating a comprehensive dental school in Utah to meet the needs of our Utah residents. An anonymous Utah donor sympathetic to the need for increased dental care for all Utah residents, and especially the underserved, pledged a gift of \$30 million to help the University establish a dental school and fulfill the University vision education, patient care and research.

This project is needed to improve the health our community through education, research and clinical services. *The request for approval of this Capital Budget Request is contingent upon Legislative authorization of the School of Dentistry program.*

**Planning/Programming:**

A Strategic Academic Plan, a Feasibility Study and Facility Plan have been prepared for this Project.

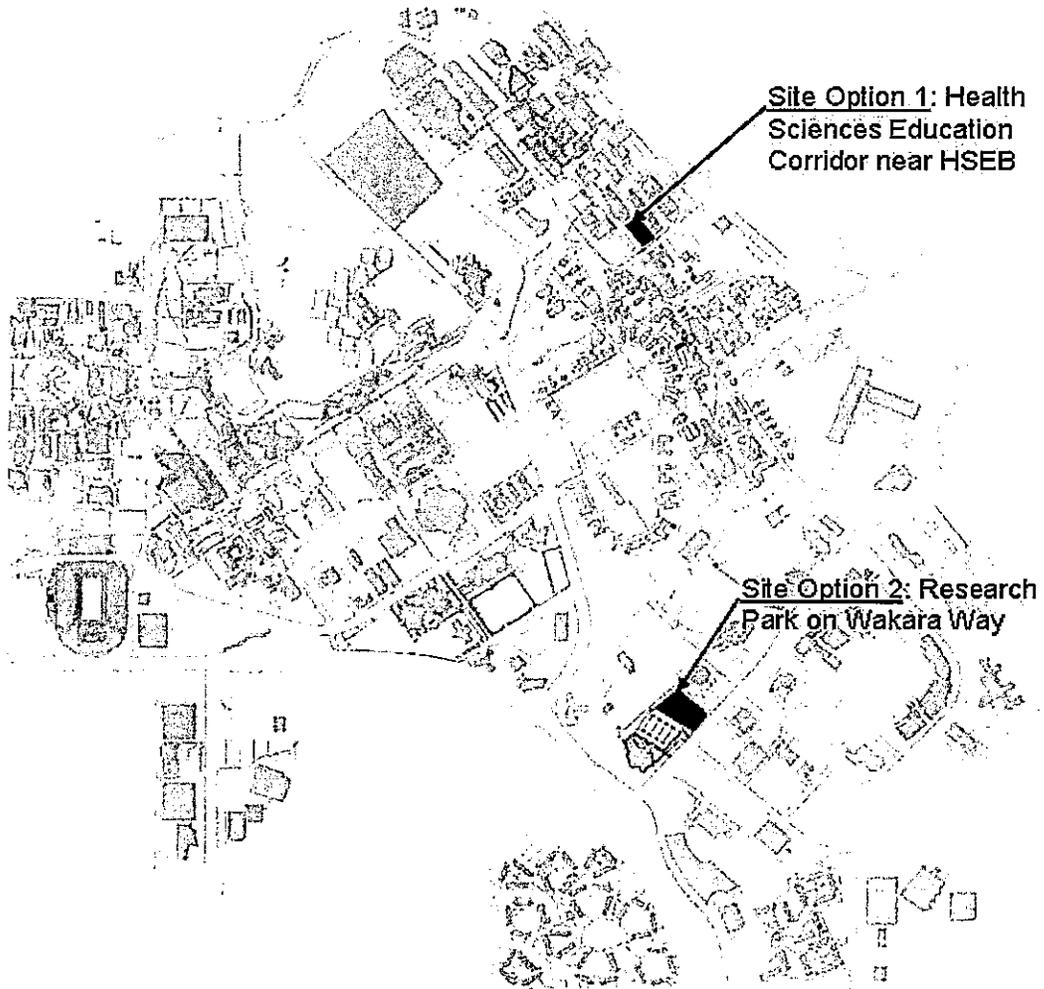
**Site and Infrastructure:**

Two sites are under consideration by the University for this project. The first potential location for the new structure is on the site of the current parking lot immediately south of the health Sciences Education Building. This site has been part of the Health Sciences Center long range plan for several years. In this scenario, parking lost to construction will be replaced with one level of underground parking beneath the building and a portion of a structured parking deck to be located in the Health Sciences Precinct on the east bench. Existing utilities are sufficient to support the new building.

The second potential location is in Research Park near the intersection of Wakara Way and Foothill Boulevard and is positioned on undeveloped land between the University of Utah Orthopedic Center and the Health Education Professions Building.

A traffic and site analysis study is underway to inform the site determination.

**Photographs and Maps:**



**Site Option 1: Health  
Sciences Education  
Corridor near HSEB**

**Site Option 2: Research  
Park on Wakara Way**

**University of Utah - Pro-Forma Summary for Building the Health Sciences AND Main Campus Parking Structures (Gain in Stalls = 915)**

Revised 12/05/11

	FY13	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23
<b>New Permit Revenue from Price Increases</b>	<b>223,776</b>	<b>402,474</b>	<b>542,257</b>	<b>2,420,764</b>	<b>2,516,950</b>	<b>2,613,991</b>	<b>2,714,441</b>	<b>2,815,734</b>	<b>2,924,320</b>	<b>3,033,503</b>	<b>3,152,618</b>
Health Sciences Parking Structure Revenue		24,685	25,549	26,443	27,368	28,326	29,318	30,344	31,406	32,505	33,643
Main Campus Parking Structure Revenue		486,030	503,041	520,647	538,870	557,730	577,251	597,455	618,366	640,008	662,409
<b>Total Revenues</b>		<b>510,715</b>	<b>528,590</b>	<b>547,090</b>	<b>566,238</b>	<b>586,057</b>	<b>606,569</b>	<b>627,799</b>	<b>649,772</b>	<b>672,514</b>	<b>696,051</b>
Health Sciences Parking Structure Expenses	876,990	907,186	908,242	909,336	910,468	1,000,717	912,853	914,108	915,407	916,752	918,144
Main Campus Parking Structure Expenses	1,881,790	1,959,415	1,962,132	1,964,944	1,967,854	2,089,635	1,973,984	1,977,211	1,980,551	1,984,008	1,987,585
<b>Total Expenses</b>	<b>2,758,780</b>	<b>2,866,601</b>	<b>2,870,375</b>	<b>2,874,280</b>	<b>2,878,323</b>	<b>3,090,352</b>	<b>2,886,837</b>	<b>2,891,319</b>	<b>2,895,958</b>	<b>2,900,760</b>	<b>2,905,729</b>
<b>Net Cost of Parking Structures</b>	<b>(2,758,780)</b>	<b>(2,355,886)</b>	<b>(2,341,785)</b>	<b>(2,327,190)</b>	<b>(2,312,085)</b>	<b>(2,504,295)</b>	<b>(2,280,269)</b>	<b>(2,263,521)</b>	<b>(2,246,187)</b>	<b>(2,228,246)</b>	<b>(2,209,677)</b>
<b>Commuter Services Net</b>	<b>(2,535,004)</b>	<b>(1,953,412)</b>	<b>(1,799,528)</b>	<b>93,573</b>	<b>204,865</b>	<b>109,696</b>	<b>434,173</b>	<b>552,213</b>	<b>678,133</b>	<b>805,257</b>	<b>942,941</b>

First three years of deficit will be covered by diverting funds from parking lot repair and maintenance budget.



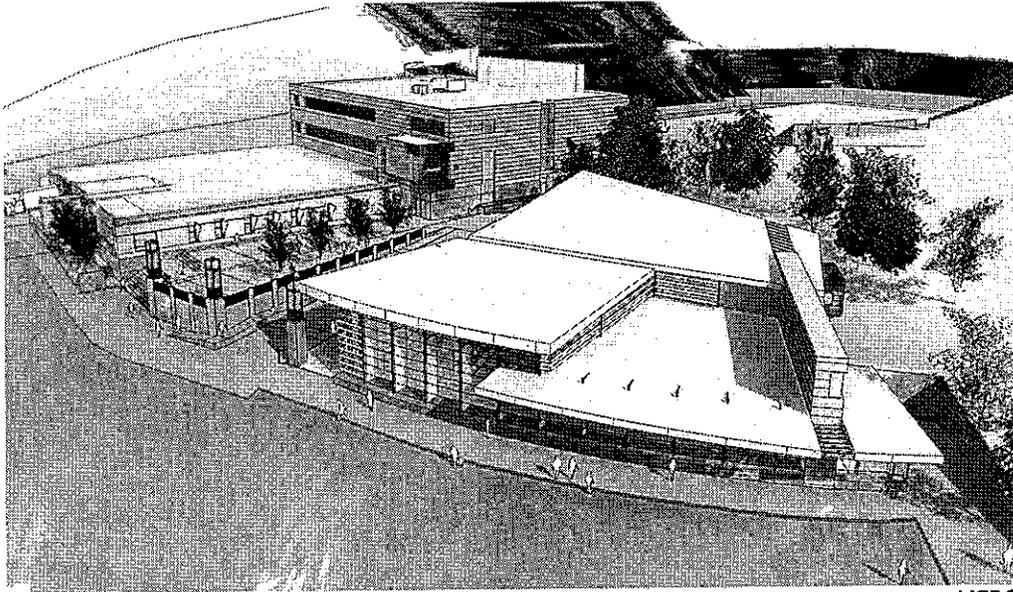
### **Planning/Programming**

A conceptual study has been done provide visualizations for fundraising purposes. The programming contract will be awarded shortly.

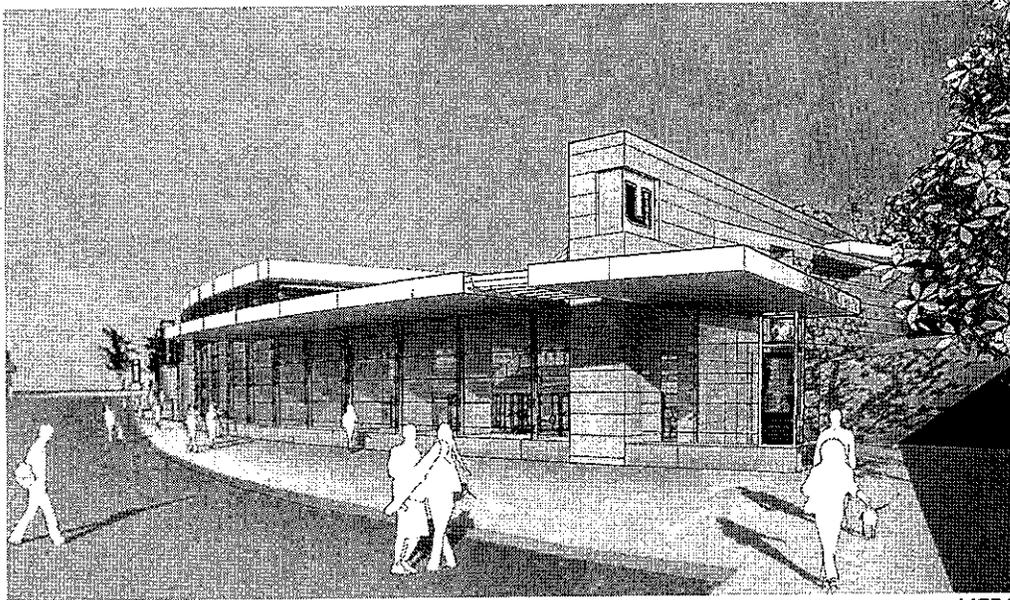
### **Site and Infrastructure**

The site will be adjacent to the Jim and Carol Laub Athletic/Academic Complex, at the northwest corner of the Romney Stadium. The site is adjacent to existing infrastructure and parking.

## Building Conceptual Study

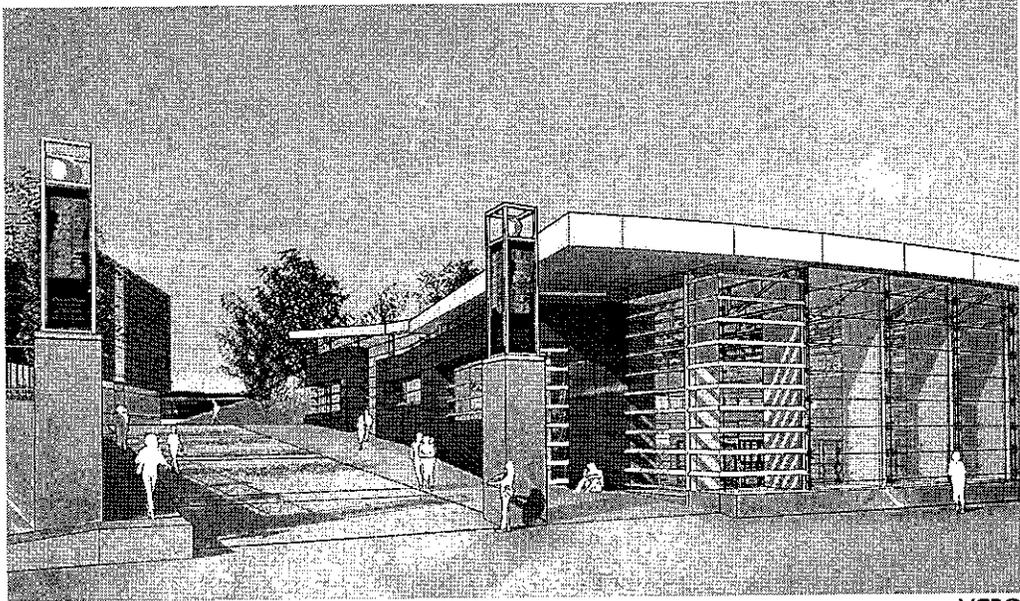
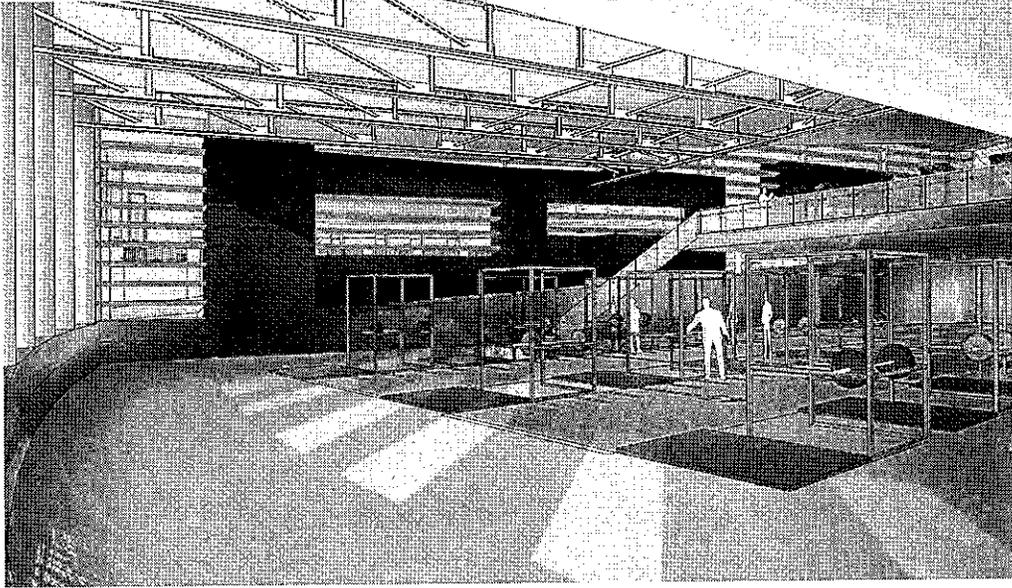


VCBO  
ARCHITECTURE



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Images courtesy of VCBO Architecture



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Images courtesy of VCBO Architecture



**University Of Utah**  
**Contingency Balance Analysis**  
**November 14, 2011**

Project No.	Description	Percent Complete	Project Budget	Authorized Contingency Amount	Contingency Funds Needed	Current Project Status
20022	Electrical Distribution System Improvements	100%	2,500,000.00	164,025.00	-	Substantially Complete
20024	HTW Lines Replacement - Health Sciences Area	100%	3,189,399.00	170,237.00	-	Substantially Complete
20026	Eyring Chemistry HVAC System Upgrades	0%	2,337,000.00	149,110.00	149,110.00	Construction
20029	Fletcher Building - Fume Hood Upgrade	0%	306,600.00	22,187.00	22,187.00	Construction
20034	Health Science Library Fire Alarm & Sprinkler Sys	99%	1,388,000.00	106,165.00	944.87	Substantially Complete
20116	Chiller Capacity Consolidation (So. Chiller Plant)	0%	2,009,000.00	126,160.00	126,160.00	Bidding
20208	HPER Mall Tunnel & HTW	100%	2,367,519.00	155,821.00	62,328.40	Substantially Complete
20214	Campus Site Lighting Upgrade FY12	0%	200,000.00	18,050.00	18,050.00	Design
20214	Campus Site Lighting Upgrade	98%	200,000.00	18,050.00	361.00	Substantially Complete
20218	HPER Complex HTW Lines	100%	468,332.00	34,821.00	-	Substantially Complete
20242	Life Sciences Building - Replace Leaking Pipes	18%	500,000.00	32,730.00	26,838.60	Construction
20244	High Temp Water Plant Replace Motor Control	79%	821,300.00	66,984.00	14,033.15	Substantially Complete
20246	FY11 HTW Line Replacement (Inc. Reallocated FY10 funding)	65%	2,589,902.00	188,105.79	188,105.79	Construction
21143	FY11 HTW Line Replacement (Inc. Reallocated FY10 funding)	0%	3,263,000.00	236,993.21	236,993.21	Construction
20253	Develop Secondary Water System for Landscape Irrigation	100%	825,000.00	63,900.00	-	Construction
21032	Replace HVAC Controls in Buildings	0%	845,000.00	73,168.00	73,168.00	Construction
21078	Emergency Generators and Load Management	0%	500,000.00	39,313.00	39,313.00	Construction
21079	Electrical Distribution System Improvements	39%	2,500,000.00	175,350.00	106,963.50	Construction
21108	Regulated Waste Facility Replace Barrel Exhaust System	0%	90,000.00	6,707.00	6,707.00	Design
21130	Secondary Water System for Landscape Irrigation SW Campus	0%	1,375,000.00	94,350.00	94,350.00	Construction
21159	Refrigerant Sensor Installation	0%	225,000.00	20,520.00	20,520.00	Design
21161	Eccles Genetics RO System Replacement	0%	300,000.00	23,560.00	23,560.00	Design
21165	Water Conservation Measures	0%	300,000.00	17,005.00	17,005.00	Design
21166	Behavioral Science Plaza Concrete Repairs	0%	500,000.00	38,388.00	38,388.00	Design
21170	Park Building Elevator Replacement	0%	175,000.00	13,775.00	13,775.00	Design
21171	Emergency Generator Replacement	0%	650,000.00	56,340.00	56,340.00	Design
21172	Electrical Distribution	0%	2,500,000.00	172,942.00	172,942.00	Design
21189	Eccles Health Sciences Library Loading Dock	0%	200,000.00	15,514.00	15,514.00	Design
21190	Campus Utility Metering System Upgrade	0%	500,000.00	44,863.00	44,863.00	Design
21194	Student Services Building Exterior Repairs	0%	500,000.00	38,989.00	38,989.00	A/E Selection
<b>Projected Contingency Fund Needs</b>					<b>1,607,509.52</b>	
<b>Contingency Reserve Fund Balance</b>					<b>2,165,905.37</b>	
<b>Projected Excess in Contingency Reserve Fund</b>					<b>558,395.85</b>	

It is anticipated that the projected excess balance will be needed in order to address the large volume of utility and fume hood work that is in process as these types of projects have shown to have a history of higher than average unknown conditions resulting in contingency needs greater than the standard percentage.



Gary R. Herbert  
Governor

# Utah State Building Board

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

## MEMORANDUM

To: Utah State Building Board  
From: David G. Buxton  
Date: January 17, 2012  
Subject: **University of Utah Remodel Project Approval – Cardiovascular Clinic**  
Presenter: Mike Perez

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### **Recommendations**

DFCM recommends that the Building Board review the University of Utah's request for approval of the remodel and expansion of the Cardiovascular Clinic in the University Hospital.

### **Background**

The project will remodel the current Cardiovascular Clinic and expand it to 10,540 square feet. The total estimated budget for this project is \$3.6 million which will be funded from the Hospital's capital budget including funding for construction and O&M provided by the University of Utah Health Center via clinical revenues. No State funds are being requested.

DGB:cn

Attachment



Office of the Vice President  
for Administrative Services

December 19, 2011

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

Dear Gregg:

***RE: University of Utah Remodel Project Approval – Cardiovascular Clinic***

As required by Senate Bill 204 passed by the 2011 Legislature, the University of Utah seeks approval from the Utah State Building Board for the remodel and expansion of the Cardiovascular Clinic in the University Hospital.

The Cardiovascular Clinic is experiencing patient loads beyond the capacity of the existing department (currently 8,835 square feet). This project will remodel the current clinic and expand it into space currently occupied by an outpatient lab, admitting area, cashiers office, and gift shop. These functions will be relocated. This will increase the size of the clinic to 10,540 square feet.

We are currently ready to proceed with design of the project. It is anticipated that construction will need to occur in phases due to the need to keep the Cardiovascular Clinic in operation while the space is remodeled and expanded.

The total estimated budget for this project is \$3.6 million which will be funded from the Hospital's capital budget. Funding for the construction, as well as operations and maintenance (O&M), will be provided by the University of Utah Health Center via clinical revenues. The University will not seek state funds for the remodel, O&M, or capital improvements associated with this clinical space.

The University of Utah respectfully seeks your support of this request and the opportunity to present this project to the Building Board for approval at the January 11, 2012 meeting.

Thanks, as always, for your consideration and assistance.

Sincerely,

Michael G. Perez  
Associate Vice President

c: Ken Nye, University of Utah  
Curtis Leetham, University of Utah  
Dan Lundergan, University of Utah

*I:/DFCM/Buxton/Cardiovascular Clinic 12 19 11.doc*

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



Gary R. Herbert  
Governor

# Utah State Building Board

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

## MEMORANDUM

To: Utah State Building Board  
From: D. Gregg Buxton, Director  
Date: February 3, 2012  
Subject: **Five Year Notice of Review and Statement of Continuation for Rule R23-1, Procurement of Construction**  
Presenter: Alan Bachman, Assistant Attorney General

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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 of Construction, is due for review; and therefore, the "Five Year Notice of Review and Statement of Continuation" must be filed with the Division of Administrative Rules on or before May 24, 2012.

### **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 their scheduled Board meeting on February 3, 2012. At this time, the Division is not recommending any amendments to Rule R23-1. However, the Division will present amendments to this rule at a future Board meeting for consideration and approval if needed or requested by the Board.

### **Background:**

Rule R23-1, under the authority of the Board, establishes procedures for the procurement of construction for the Division. A copy of Rule R23-1 is attached.

DGB:AB:cg

Attachment: Copy of Rule R23-1

**R23. Administrative Services, Facilities Construction and Management.**

**R23-1. Procurement of Construction.**

**R23-1-1. Purpose and Authority.**

(1) In accordance with Subsection 63G-6-208, this rule establishes procedures for the procurement of construction by the Division.

(2) The statutory provisions governing the procurement of construction by the Division are contained in Section 63G-6-208 and Title 63A, Chapter 5.

**R23-1-2. Definitions.**

(1) Except as otherwise stated in this rule, terms used in this rule are defined in Section 63G-6-103.

(2) In addition:

(a) "Acceptable Bid Security" means a bid bond meeting the requirements of Subsection R23-1-40(4).

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

(c) "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.

(d) "Director" means the Director of the Division, including, unless otherwise stated, his duly authorized designee.

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

(f) "Established Market Price" means a current price, established in the usual and ordinary course of trade between buyers and sellers, which can be substantiated from sources independent of the manufacturer or supplier.

(g) "Price Data" means factual information concerning prices for supplies, services, or construction substantially identical to those being procured. Prices in this definition refer to offered or proposed selling prices and includes data relevant to both prime and subcontract prices.

(h) "Procuring Agencies" means, individually or collectively, the state, the Division, the owner and the using agency.

(i) "Products" means and includes materials, systems and equipment.

(j) "Proprietary Specification" means a specification which uses a brand name to describe the standard of quality, performance, and other characteristics needed to meet the procuring agencies' requirements or which is written in such a manner that restricts the procurement to one brand.

(k) "Public Notice" means the notice that is publicized pursuant to this rule to notify contractors of Invitations For Bids and Requests For Proposals.

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

(m) "Specification" means any description of the physical, functional or performance characteristics of a supply or construction item. It may include requirements for inspecting, testing, or preparing a supply or construction item for delivery or use.

(n) "State" means the State of Utah.

(o) "Subcontractor" means any person who has a contract with any person other than the procuring agency to perform any portion of the work on a project.

(p) "Using Agency" means any state agency or any political subdivision of the state which utilizes any services or construction procured under these rules.

(q) "Work" means the furnishing of labor or materials, or both.

#### **R23-1-5. Competitive Sealed Bidding.**

(1) Use. Competitive sealed bidding, which includes multi-step sealed bidding, shall be used for the procurement of construction if the design-bid-build method of construction contract management described in Subsection R23-1-45(5)(b) is used unless a determination is made by the Director in accordance with Subsection R23-1-15(1)(c) that the competitive sealed proposals procurement method should be used.

(2) Public Notice of Invitations For Bids.

(a) Public notice of Invitations For Bids shall be publicized electronically on the Internet; and may be publicized in any or all of the following as determined appropriate:

(i) In a newspaper having general circulation in the area in which the project is located;

(ii) In appropriate trade publications;

(iii) In a newspaper having general circulation in the state;

(iv) By any other method determined appropriate.

(b) A copy of the public notice shall be available for public inspection at the principal office of the Division in Salt Lake City, Utah.

(3) Content of the Public Notice. The public notice of Invitation For Bids shall include the following:

(a) The closing time and date for the submission of bids;

(b) The location to which bids are to be delivered;

(c) Directions for obtaining the bidding documents;

(d) A brief description of the project;

(e) Notice of any mandatory pre-bid meetings.

(4) Bidding Time. Bidding time is the period of time between the date of the first publication of the public notice and the final date and time set for the receipt of bids by the Division. Bidding time shall be set to provide bidders with reasonable time to prepare their bids and shall be not less than ten calendar days, unless a shorter time is deemed necessary for a particular project as determined in writing by the Director.

(5) Bidding Documents. The bidding documents for an Invitation For Bids:

(a) shall include a bid form having a space in which the bid prices shall be inserted and which the bidder shall sign and submit along with all other required documents and materials; and

(b) may include qualification requirements as appropriate.

(6) Addenda to the Bidding Documents.

(a) Addenda shall be distributed or otherwise made available to all entities known to have obtained the bidding documents.

(b) Addenda shall be distributed or otherwise made available within a reasonable time to allow all prospective bidders to consider them in preparing bids. If the time set for the final receipt of bids

will not permit appropriate consideration, the bidding time shall be extended to allow proper consideration of the addenda.

(7) Pre-Opening Modification or Withdrawal of Bids.

(a) Bids may be modified or withdrawn by the bidder by written notice delivered to the location designated in the public notice where bids are to be delivered prior to the time set for the opening of bids.

(b) Bid security, if any, shall be returned to the bidder when withdrawal of the bid is permitted.

(c) All documents relating to the modification or withdrawal of bids shall be made a part of the appropriate project file.

(8) Late Bids, Late Withdrawals, and Late Modifications. Any bid, withdrawal of bid, or modification of bid received after the time and date set for the submission of bids at the location designated in the notice shall be deemed to be late and shall not be considered, unless it is the only bid received in which case it may be considered.

(9) Receipt, Opening, and Recording of Bids.

(a) Upon receipt, all bids and modifications shall be stored in a secure place until the time for bid opening.

(b) Bids and modifications shall be opened publicly, in the presence of one or more witnesses, at the time and place designated in the notice. The names of the bidders, the bid price, and other information deemed appropriate by the Director shall be read aloud or otherwise made available to the public. After the bid opening, the bids shall be tabulated or a bid abstract made. The opened bids shall be available for public inspection.

(10) Mistakes in Bids.

(a) If a mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of an inadvertent, nonjudgmental mistake is permissible but only at the discretion of the Director and only to the extent it is not contrary to the interest of the procuring agencies or the fair treatment of other bidders.

(b) When it appears from a review of the bid that a mistake may have been made, the Director may request the bidder to confirm the bid in writing. Situations in which confirmation may be requested include obvious, apparent errors on the face of the bid or a bid substantially lower than the other bids submitted.

(c) This subsection sets forth procedures to be applied in three situations described below in which mistakes in bids are discovered after opening but before award.

(i) Minor formalities are matters which, in the discretion of the Director, are of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders and with respect to which, in the Director's discretion, the effect on price, quantity, quality, delivery, or contractual conditions is not or will not be significant.

The Director, in his sole discretion, may waive minor formalities or allow the bidder to correct them depending on which is in the best interest of the procuring agencies. Examples include the failure of a bidder to:

(A) Sign the bid, but only if the unsigned bid is accompanied by other material indicating the bidder's intent to be bound;

(B) Acknowledge receipt of any addenda to the Invitation For Bids, but only if it is clear from the bid that the bidder received

the addenda and intended to be bound by its terms; the addenda involved had a negligible effect on price, quantity, quality, or delivery; or the bidder acknowledged receipt of the addenda at the bid opening.

(ii) If the Director determines that the mistake and the intended bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.

(iii) A bidder may be permitted to withdraw a low bid if the Director determines a mistake is clearly evident on the face of the bid document but the intended amount of the bid is not similarly evident, or the bidder submits to the Division proof which, in the Director's judgment, demonstrates that a mistake was made.

(d) No bidder shall be allowed to correct a mistake or withdraw a bid because of a mistake discovered after award of the contract; provided, that mistakes of the types described in this Subsection (10) may be corrected or the award of the contract canceled if the Director determines that correction or cancellation will not prejudice the interests of the procuring agencies or fair competition.

(e) The Director shall approve or deny in writing all requests to correct or withdraw a bid.

(11) Bid Evaluation and Award. Except as provided in the following sentence, the contract is to be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the bidding documents and no bid shall be evaluated for any requirements or criteria that are not disclosed in the bidding documents. A reciprocal preference shall be granted to a resident contractor if the provisions of Section 63G-6-405 are met.

(12) Cancellation of Invitations For Bids; Rejection Of Bids in Whole or In Part.

(a) Although issuance of an Invitation For Bids does not compel award of a contract, the Division may cancel an Invitation For Bids or reject bids received in whole or in part only when the Director determines that it is in the best interests of the procuring agencies to do so.

(b) The reasons for cancellation or rejection shall be made a part of the project file and available for public inspection.

(c) Any determination of nonresponsibility of a bidder shall be made by the Director in writing and shall be based upon the criteria that the Director shall establish as relevant to this determination with respect to the particular project. An unreasonable failure of the bidder or to promptly supply information regarding responsibility may be grounds for a determination of nonresponsibility. Any bidder or determined to be nonresponsible shall be provided with a copy of the written determination within a reasonable time. The Board finds that it would impair governmental procurement proceedings by creating a disincentive for bidders to respond to inquiries of nonresponsibility. Therefore information furnished by a bidder or pursuant to any inquiry concerning responsibility shall be classified as a protected record pursuant to Section 63G-2-305 and may be disclosed only as provided for in Subsection R23-1-35.

(13) Tie Bids. Tie bids shall be resolved in accordance with Section 63G-6-426.

(14) Subcontractor Lists. For purposes of this Subsection (14), 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 63-A-5-208(3) (a) (i) (A).

(a) The subcontractor list shall include the following:

(i) the type of work the subcontractor is to perform;

(ii) the subcontractor's name;

(iii) the subcontractor's bid amount;

(iv) 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

(v) the impact that the selection of any alternate included in the solicitation would have on the information required by this Subsection (14).

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

(c) If pursuant to Subsection 63A-5-208(4)a, 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:

(i) comply with the requirements of Section 63A-5-208 and

(ii) clearly list himself on the subcontractor list form.

(d) 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.

(e) 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.

(15) 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.

### **R23-1-10. Multi-Step Sealed Bidding.**

(1) Description. Multi-step sealed bidding is a two-phase process. In the first phase bidders submit unpriced technical offers to be evaluated. In the second phase, bids submitted by bidders whose technical offers are determined to be acceptable during the first phase are considered. It is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible bidder, and at the same time obtain the benefits of the competitive sealed proposals procedure through the solicitation of technical offers and the conduct of discussions to arrive at technical offers and terms acceptable to the Division and suitable for competitive pricing.

(2) Use. The multi-step sealed bidding method may be used when the Director deems it to the advantage of the state. Multi-step sealed bidding may be used when it is considered desirable:

(a) to invite and evaluate technical offers or statements of qualifications to determine their acceptability to fulfill the purchase description requirements;

(b) to conduct discussions for the purposes of facilitating understanding of the technical offer and purchase description requirements and, where appropriate, obtain supplemental information, permit amendments of technical offers, or amend the purchase description;

(c) to accomplish (a) or (b) prior to soliciting bids; and

(d) to award the contract to the lowest responsive and responsible bidder in accordance with the competitive sealed bidding procedures.

(3) Pre-Bid Conferences In Multi-Step Sealed Bidding. The Division may hold one or more pre-bid conferences prior to the submission of unpriced technical offers or at any time during the evaluation of the unpriced technical offers.

(4) Procedure for Phase One of Multi-Step Sealed Bidding.

(a) Public Notice. Multi-step sealed bidding shall be initiated by the issuance of a Public Notice in the form required by Subsections R23-1-5(2) and (3).

(b) Invitation for Bids. The multi-step Invitation for Bids shall state:

(i) that unpriced technical offers are requested;

(ii) when bids are to be submitted (if they are to be submitted at the same time as the unpriced technical offers, the bids shall be submitted in a separate sealed envelope);

(iii) that it is a multi-step sealed bid procurement, and bids will be considered only in the second phase and only from those bidders whose unpriced technical offers are found acceptable in the first phase;

(iv) the criteria to be used in the evaluation of the unpriced technical offers;

(v) that the Division, to the extent the Director finds necessary,

may conduct oral or written discussions of the unpriced technical offers;

(vi) that the item being procured shall be furnished in accordance with the bidders technical offer as found to be finally acceptable and shall meet the requirements of the Invitation for Bids; and

(vii) that bidders may designate those portions of the unpriced technical offers which the bidder believes qualifies as a protected record as provided in Section R23-1-35. Such designated portions may be disclosed only as provided for in Section R23-1-35.

(c) Amendments to the Invitation for Bids. After receipt of unpriced technical offers, amendments to the Invitation for Bids shall be distributed only to bidders who submitted unpriced technical offers and they shall be allowed to submit new unpriced technical offers or to amend those submitted. If, in the opinion of the Director, a contemplated amendment will significantly change the nature of the procurement, the Invitation for Bids shall be canceled in accordance with Subsection R23-1-5(12) and a new Invitation for Bids may be issued.

(d) Receipt and Handling of Unpriced Technical Offers. After the date and time established for the receipt of unpriced technical offers, a register of bidders shall be open to public inspection. Prior to award, unpriced technical offers shall be shown only to those involved with the evaluation of the offers who shall adhere to the requirements of GRAMA and this rule. Except for those portions classified as protected under Section R23-1-35 or otherwise subject to non-disclosure under applicable law, unpriced technical offers shall be open to public inspection after award of the contract.

(e) Evaluation of Unpriced Technical Offers. The unpriced technical offers submitted by bidders shall be evaluated solely in accordance with the criteria set forth in the Invitation for Bids which may include an evaluation of the past performance of the bidder. The unpriced technical offers shall be categorized as acceptable or unacceptable. The Director shall record in writing the basis for finding an offer unacceptable and make it part of the procurement file.

(f) Discussion of Unpriced Technical Offers. Discussion of technical offers may be conducted with bidders who submit an acceptable technical offer. During the course of discussions, any information derived from one unpriced technical offer shall not be disclosed to any other bidder. Once discussions are begun, any bidder who has not been notified that its offer has been found unacceptable may submit supplemental information modifying or otherwise amending its technical offer until the closing date established by the Director. Submission may be made at the request of the Director or upon the bidder's own initiative.

(g) Notice of Unacceptable Unpriced Technical Offer. When the Director determines a bidder's unpriced technical offer to be unacceptable, he shall notify the bidder in writing. Such bidders shall not be afforded an additional opportunity to supplement technical offers.

(h) Confidentiality of Past Performance and Reference Information. Confidentiality of past performance and reference information shall be maintained in accordance with Subsection R23-1-15(10).

(5) Mistakes During Multi-Step Sealed Bidding. Mistakes may be corrected or bids may be withdrawn during phase one:

(a) before unpriced technical offers are considered;  
(b) after any discussions have commenced under Subsection R23-1-10(4)(f); or

(c) when responding to any amendment of the Invitation for Bids. Otherwise mistakes may be corrected or withdrawal permitted in accordance with Subsection R23-1-5(10).

(6) Carrying Out Phase Two.

(a) Initiation. Upon the completion of phase one, the Director shall either:

(i) open bids submitted in phase one (if bids were required to be submitted) from bidders whose unpriced technical offers were found to be acceptable; provided, however, that the offers have remained unchanged, and the Invitation for Bids has not been amended subsequent to the submittal of bids; or

(ii) invite each acceptable bidder to submit a bid.

(b) Conduct. Phase two is to be conducted as any other competitive sealed bid procurement except:

(i) as specifically set forth in Section R23-1-10; and

(ii) no public notice is given of this invitation to submit.

#### **R23-1-15. Competitive Sealed Proposals.**

(1) Use.

(a) Construction Management. The competitive sealed proposals procurement method shall be used in the procurement of a construction manager under the construction manager/general contractor method of construction contract management described in Subsection R23-1-45(5)(d) due to the need to consider qualifications, past performance and services offered in addition to the cost of the services and because only a small portion of the ultimate construction cost is typically considered in this selection.

(b) Design-Build. In order to meet the requirements of Section 63G-6-703, competitive sealed proposals shall be used to procure design-build contracts.

(c) Design-Bid-Build. The competitive sealed proposals procurement method may be used for procuring a contractor under the design-bid-build method of construction contract management described in Subsection R23-1-45(5)(b) only after the Director makes a determination that it is in the best interests of the state to use the competitive sealed proposals method due to unique aspects of the project that warrant the consideration of qualifications, past performance, schedule or other factors in addition to cost.

(2) Documentation. The Director's determination made under Subsection R23-1-15(1)(c) shall be documented in writing and retained in the project file.

(3) Public Notice.

(a) Public notice of the Request for Proposals shall be publicized in the same manner provided for giving public notice of an Invitation for Bids, as provided in Subsection R23-1-5(2).

(b) The public notice shall include:

(i) a brief description of the project;

(ii) directions on how to obtain the Request for Proposal documents;

(iii) notice of any mandatory pre-proposal meetings; and

(iv) the closing date and time by which the first submittal of

information is required;

(4) Proposal Preparation Time. Proposal preparation time is the period of time between the date of first publication of the public notice and the date and time set for the receipt of proposals by the Division. In each case, the proposal preparation time shall be set to provide offerors a reasonable time to prepare their proposals. The time between the first publication of the public notice and the earlier of the first required submittal of information or any mandatory pre-proposal meeting shall be not less than ten calendar days, unless a shorter time is deemed necessary for a particular procurement as determined, in writing, by the Director.

(5) Form of Proposal. The Request for Proposals may state the manner in which proposals are to be submitted, including any forms for that purpose.

(6) Addenda to Requests for Proposals. Addenda to the requests for proposals may be made in the same manner provided for addenda to the bidding documents in connection with Invitations for Bids set forth in Subsection R23-1-5(6) except that addenda may be issued to qualified offerors until the deadline for best and final offers.

(7) Modification or Withdrawal of Proposals.

(a) Proposals may be modified prior to the due dates established in the Request for Proposals.

(b) Proposals may be withdrawn until the notice of selection is issued.

(8) Late Proposals, and Late Modifications. Except for modifications allowed pursuant to negotiation, any proposal, or modification received at the location designated for receipt of proposals after the due dates established in the Request for Proposals shall be deemed to be late and shall not be considered unless there are no other offerors.

(9) Receipt and Registration of Proposals.

After the date established for the first receipt of proposals or other required information, a register of offerors shall be prepared and open to public inspection. Prior to award, proposals and modifications shall be shown only to procurement and other officials involved with the review and selection of proposals who shall adhere to the requirements of GRAMA and this rule.

(10) Confidentiality of Performance Evaluations and Reference Information. 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 Section 63G-2-305 and shall be disclosed only to those persons involved with the performance evaluation, the contractor that the information addresses and procurement and other officials involved with the review and selection of proposals. 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 contractor 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.

(11) Evaluation of Proposals.

(a) The evaluation of proposals shall be conducted by an evaluation committee appointed by the Director that may include representatives of the Division, the Board, other procuring agencies, and contractors, architects, engineers, and others of the general public. Each member of the selection committee shall certify as to his lack of conflicts of interest.

(b) The Request for Proposals shall state all of the evaluation factors and the relative importance of price and other evaluation factors.

(c) The evaluation shall be based on the evaluation factors set forth in the request for proposals. Numerical rating systems may be used but are not required. Factors not specified in the request for proposals shall not be considered.

(d) Proposals may be initially classified as potentially acceptable or unacceptable. Offerors whose proposals are unacceptable shall be so notified by the Director in writing and they may not continue to participate in the selection process.

(e) This classification of proposals may occur at any time during the selection process once sufficient information is received to consider the potential acceptability of the offeror.

(f) The request for proposals may provide for a limited number of offerors who may be classified as potentially acceptable. In this case, the offerors considered to be most acceptable, up to the number of offerors allowed, shall be considered acceptable.

(12) Proposal Discussions with Individual Offerors.

(a) Unless only one proposal is received, proposal discussions with individual offerors, if held, shall be conducted with no less than the offerors submitting the two best proposals.

(b) Discussions are held to:

(i) Promote understanding of the procuring agency's requirements and the offerors' proposals; and

(ii) Facilitate arriving at a contract that will be most advantageous to the procuring agencies taking into consideration price and the other evaluation factors set forth in the request for proposals.

(c) Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals.

In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

Any oral clarification or change of a proposal shall be reduced to writing by the offeror.

(13) Best and Final Offers. If utilized, the Director shall establish a common time and date to submit best and final offers. Best and final offers shall be submitted only once unless the Director makes a written determination before each subsequent round of best and final offers demonstrating that another round is in the best interest of the procuring agencies and additional discussions will be conducted or the procuring agencies' requirements may be changed.

Otherwise, no discussion of, or changes in, the best and final offers shall be allowed prior to award. Offerors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

(14) Mistakes in Proposals.

(a) Mistakes discovered before the established due date. An offeror may correct mistakes discovered before the time and date established in the Request for Proposals for receipt of that information by withdrawing or correcting the proposal as provided in Subsection R23-1-15(7).

(b) Confirmation of proposal. When it appears from a review of the proposal before award that a mistake has been made, the offeror may be asked to confirm the proposal. Situations in which confirmation may be requested include obvious, apparent errors on the face of the proposal or a proposal amount that is substantially lower than the other proposals submitted. If the offeror alleges mistake, the proposal may be corrected or withdrawn as provided for in this section.

(c) Minor formalities. Minor formalities, unless otherwise corrected by an offeror as provided in this section, shall be treated as they are under Subsection R23-1-5(10)(c).

(d) Mistakes discovered after award. Offeror shall be bound to all terms, conditions and statements in offeror's proposal after award of the contract.

(15) Award.

(a) Award Documentation. A brief written justification statement shall be made showing the basis on which the award was found to be most advantageous to the state taking into consideration price and the other evaluation factors set forth in the Request for Proposals.

(b) One proposal received. If only one proposal is received in response to a Request for Proposals, the Director may, as he deems appropriate, make an award or, if time permits, resolicit for the purpose of obtaining additional competitive sealed proposals.

(16) Publicizing Awards.

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

(b) Information Disclosed. The following shall be disclosed with the notice of award:

(i) the rankings of the proposals;

(ii) the names of the selection committee members;

(iii) the amount of each offeror's cost proposal;

(iv) 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

(v) the written justification statement supporting the selection.

(c) 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:

(i) the names of individual selection committee scorers in relation to their individual scores or rankings; and

(ii) non-public financial statements.

#### **R23-1-17. 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 section 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.

#### **R23-1-20. Small Purchases.**

(1) Procurements of \$100,000 or Less.

(a) The Director may make procurements of construction estimated to cost \$100,000 or less by soliciting at least two firms to submit written quotations. The award shall be made to the firm offering the lowest acceptable quotation.

(b) The names of the persons submitting quotations and the date and amount of each quotation shall be recorded and maintained as a public record by the Division.

(c) If the Director determines that other factors in addition to cost should be considered in a procurement of construction estimated to cost \$100,000 or less, the Director shall solicit proposals from at least two firms. The award shall be made to the firm offering the best proposal as determined through application of the procedures provided for in Section R23-1-15 except that a public notice is not required and only invited firms may submit proposals.

(2) Procurements of \$25,000 or Less. The Director may make small purchases of construction of \$25,000 or less in any manner that the Director shall deem to be adequate and reasonable.

(3) Professional Services related to Construction. Small purchases for Architect or Engineer services may be procured as a small purchase in accordance with Rule R23-2-20. For other professional

services related to construction, including cost estimators, project schedulers, building inspectors, code inspectors, special inspectors and testing entities; the Director may make small purchases of such professional services if the cost of such professional service is \$100,000 or less in any manner that the Director shall deem to be adequate and reasonable.

(4) Division of Procurements. Procurements shall not be divided in order to qualify for the procedures outlined in this section.

#### **R23-1-25. Sole Source Procurement.**

(1) Conditions for Use of Sole Source Procurement.

The procedures concerning sole source procurement in this Section may be used if, in the discretion of the Director, a requirement is reasonably available only from a single source. Examples of circumstances which could also necessitate sole source procurement are:

- (a) where the compatibility of product design, equipment, accessories, or replacement parts is the paramount consideration;
- (b) where a sole supplier's item is needed for trial use or testing;
- (c) procurement of public utility services;
- (d) when it is a condition of a donation that will fund the full cost of the supply, material, equipment, service, or construction item.

(2) Written Determination. The determination as to whether a procurement shall be made as a sole source shall be made by the Director in writing and may cover more than one procurement. In cases of reasonable doubt, competition shall be solicited.

(3) Negotiation in Sole Source Procurement. The Director shall negotiate with the sole source vendor for considerations of price, delivery, and other terms.

#### **R23-1-30. Emergency Procurements.**

(1) Application. This section shall apply to every procurement of construction made under emergency conditions that will not permit other source selection methods to be used.

(2) Definition of Emergency Conditions. An emergency condition is a situation which creates a threat to public health, welfare, or safety such as may arise by reason of floods, epidemics, riots, natural disasters, wars, destruction of property, building or equipment failures, or any emergency proclaimed by governmental authorities.

(3) Scope of Emergency Procurements. Emergency procurements shall be limited to only those construction items necessary to meet the emergency.

(4) Authority to Make Emergency Procurements.

(a) The Division makes emergency procurements of construction when, in the Director's determination, an emergency condition exists or will exist and the need cannot be met through other procurement methods.

(b) The procurement process shall be considered unsuccessful when all bids or proposals received pursuant to an Invitation For Bids or Request For Proposals are nonresponsive, unreasonable, noncompetitive, or exceed available funds as certified by the appropriate fiscal officer, and time or other circumstances will not permit the delay required to resolicit competitive sealed bids or

proposals. If emergency conditions exist after or are brought about by an unsuccessful procurement process, an emergency procurement may be made.

(5) Source Selection Methods. The source selection method used for emergency procurement shall be selected by the Director with a view to assuring that the required services of construction items are procured in time to meet the emergency. Given this constraint, as much competition as the Director determines to be practicable shall be obtained.

(6) Specifications. The Director may use any appropriate specifications without being subject to the requirements of Section R23-1-55.

(7) Required Construction Contract Clauses. The Director may modify or not use the construction contract clauses otherwise required by Section R23-1-60.

(8) Written Determination. The Director shall make a written determination stating the basis for each emergency procurement and for the selection of the particular source. This determination shall be included in the project file.

#### **R23-1-35. Protected Records.**

(1) General Classification. Records submitted to the Division in a procurement process are classified as public unless a different classification is determined in accordance with Title 63G, Chapter 2, U.C.A., Government Records Access and Management Act, hereinafter referred to as GRAMA.

(2) Protected Records. Records meeting the requirements of Section 63G-2-305 will be treated as protected records if the procedural requirements of GRAMA are met. Examples of protected records include the following:

(a) trade secrets, as defined in Section 13-24-2, if the requirements of Subsection R23-1-35(3) are met;

(b) commercial information or nonindividual financial information if the requirements of Subsection 63G-2-305(2) and Subsection R23-1-35(3) are met; and

(c) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract with the Division, including, but not limited to, those records for which such a determination is made in this rule R23-1, Procurement of Construction, or Rule R23-2, Procurement of Architect-Engineer Services.

(3) Requests for Protected Status. Persons who believe that a submitted record, or portion thereof, should be protected under the classifications listed in Subsections R23-1-35(2)(a) and R23-1-35(2)(b) shall provide with the record a written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality. Such statements must address each portion of a document for which protected status is requested.

(4) Notification. A person who complies with this Section R23-1-35 shall be notified by the Division prior to the Division's public release of any information for which business confidentiality has been asserted.

(5) Disclosure of Records and Appeal. The records access determination and any further appeal of such determination shall be

made in accordance with the provisions of Sections 63G-2-309 and 63G-2-401 et seq., GRAMA.

(6) Not Limit Rights. Nothing in this rule shall be construed to limit the right of the Division to protect a record from public disclosure where such protection is allowed by law.

**R23-1-40. Acceptable Bid Security; Performance and Payment Bonds.**

(1) Application. This section shall govern bonding and bid security requirements for the award of construction contracts by the Division in excess of \$50,000; although the Division may require acceptable bid security and performance and payment bonds on smaller contracts. Bidding Documents shall state whether acceptable bid security, performance bonds or payment bonds are required.

(2) Acceptable Bid Security.

(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, 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) (A) 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); and

(B) the contractor provides acceptable bid security by the close of business of the next succeeding business day after the Division notified the contractor of the defective bid security; or

(ii) only one bid is received.

(3) Payment and Performance Bonds. 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 Subsection (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 the bonding requirement if the Director finds, in writing, that bonds cannot be reasonably obtained for the work involved.

**R23-1-45. Methods of Construction Contract Management.**

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

(2) Flexibility. The Director shall have sufficient flexibility in formulating the construction contract management method for a particular project to fulfill the needs of the procuring agencies. In each instance consideration commensurate with the project's size and importance should be given to all the appropriate and effective means of obtaining both the design and construction of the project.

The methods for achieving the purposes set forth in this rule are not to be construed as an exclusive list.

(3) Selecting the Method of Construction Contracting. In selecting the construction contracting method, the Director shall consider the results achieved on similar projects in the past, the methods used, and other appropriate and effective methods and how they might be adapted or combined to fulfill the needs of the procuring agencies. The use of the design-bid-build method is an appropriate contracting method for the majority of construction contracts entered into by the Division with a cost equal to or less than \$1,500,000 and the construction manager/general contractor method is an appropriate contracting method for the majority of construction contracts entered into by the Division with a cost greater than \$1,500,000. The Director shall include a statement in the project file setting forth the basis for using any construction contracting method other than those suggested in the preceding sentence.

(4) Criteria for Selecting Construction Contracting Methods. Before choosing the construction contracting method to use, the Director shall consider the factors outlined in Subsection 63G-6-501(1)(c).

(5) General Descriptions.

(a) Application of Descriptions. The following descriptions are provided for the more common contracting methods. The methods described are not all mutually exclusive and may be combined on a project. These descriptions are not intended to be fixed for all construction projects of the State. In each project, these descriptions may be adapted to fit the circumstances of that project.

(b) Design-Bid-Build. The design-bid-build method is typified by one business, acting as a general contractor, contracting with the state to complete a construction project in accordance with drawings and specifications provided by the state within a defined time period.

Generally the drawings and specifications are prepared by an architectural or engineering firm under contract with the state. 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.

(c) Design-Build. In a design-build project, a business contracts directly with the Division to meet requirements described in a set of performance specifications. The design-build contractor is responsible for both design and construction. This method can include instances where the design-build contractor supplies the site as part of the package.

(d) Construction Manager/General Contractor. A construction

manager/general contractor is a firm experienced in construction that provides professional services to evaluate and to implement drawings and specifications as they affect time, cost, and quality of construction and the ability to coordinate the construction of the project, including the administration of change orders. The Division may contract with the construction manager/general contractor early in a project to assist in the development of a cost effective design.

The construction manager/general contractor will generally become the general contractor for the project and procure subcontract work at a later date. The procurement of a construction manager/general contractor may be based, among other criteria, on proposals for a management fee which is either a lump sum or a percentage of construction costs with a guaranteed maximum cost. If the design is sufficiently developed prior to the selection of a construction manager/general contractor, the procurement may be based on proposals for a lump sum or guaranteed maximum cost for the construction of the project. The contract with the construction manager/general contractor may provide for a sharing of any savings which are achieved below the guaranteed maximum cost. When entering into any subcontract that was not specifically included in the Construction Manager/General Contractor's cost proposal submitted in the original procurement of the Construction Manager/General Contractor's services, the Construction Manager/General Contractor shall procure that subcontractor by using one of the source selection methods provided for in Sections 63G-6-401 through 63G-6-426, in a similar manner as if the subcontract work was procured directly by the Division.

**R23-1-50. Cost or Pricing Data and Analysis; Audits.**

(1) Applicability. Cost or pricing data shall be required when negotiating contracts and adjustments to contracts if:

(a) adequate price competition is not obtained as provided in Subsection (2); and

(b) the amounts set forth in Subsection (3) are exceeded.

(2) Adequate Price Competition. Adequate price competition is achieved for portions of contracts or entire contracts when one of the following is met:

(a) When a contract is awarded based on competitive sealed bidding;

(b) When a contractor is selected from competitive sealed proposals and cost was one of the selection criteria;

(c) For that portion of a contract that is for a lump sum amount or a fixed percentage of other costs when the contractor was selected from competitive sealed proposals and the cost of the lump sum or percentage amount was one of the selection criteria;

(d) For that portion of a contract for which adequate price competition was not otherwise obtained when competitive bids were obtained and documented by either the Division or the contractor;

(e) When costs are based upon established catalogue or market prices;

(f) When costs are set by law or rule;

(g) When the Director makes a written determination that other circumstances have resulted in adequate price competition.

(3) Amounts. This section does not apply to:

(a) Contracts or portions of contracts costing less than \$100,000,

and

(b) Change orders and other price adjustments of less than \$25,000.

(4) Other Applications. The Director may apply the requirements of this section to any contract or price adjustment when he determines that it would be in the best interest of the state.

(5) Submission of Cost or Pricing Data and Certification. When cost or pricing data is required, the data shall be submitted prior to beginning price negotiation. The offeror or contractor shall keep the data current throughout the negotiations certify as soon as practicable after agreement is reached on price that the cost or pricing data submitted are accurate, complete, and current as of a mutually determined date.

(6) Refusal to Submit. If the offeror refuses to submit the required data, the Director shall determine in writing whether to disqualify the noncomplying offeror, to defer award pending further investigation, or to enter into the contract. If a contractor refuses to submit the required data to support a price adjustment, the Director shall determine in writing whether to further investigate the price adjustment, to not allow any price adjustment, or to set the amount of the price adjustment.

(7) Defective Cost or Pricing Data. If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the Division shall be entitled to an adjustment of the contract price to exclude any significant sum, including profit or fee, to the extent the contract sum was increased because of the defective data. It is assumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee; therefore, unless there is a clear indication that the defective data were not used or relied upon, the price should be reduced by this amount. In establishing that the defective data caused an increase in the contract price, the Director shall not be required to reconstruct the negotiation by speculating as to what would have been the mental attitudes of the negotiating parties if the correct data had been submitted at the time of agreement on price.

(8) Audit. The Director may, at his discretion, and at reasonable times and places, audit or cause to be audited the books and information of a contractor, prospective contractor, subcontractor, or prospective subcontractor which are related to the cost or pricing data submitted.

(9) Retention of Books and Information. Any contractor who receives a contract or price adjustment for which cost or pricing data is required shall maintain all books and information that relate to the cost or pricing data for three years from the date of final payment under the contract. This requirement shall also extend to any subcontractors of the contractor.

### **R23-1-55. Specifications.**

(1) General Provisions.

(a) Purpose. The purpose of a specification is to serve as a basis for obtaining a supply or construction item adequate and suitable for the procuring agencies' needs and the requirements of the project, in a cost-effective manner, taking into account, the costs of ownership and operation as well as initial acquisition costs. Specifications

shall permit maximum practicable competition consistent with this purpose. Specifications shall be drafted with the objective of clearly describing the procuring agencies' requirements.

(b) Preference for Commercially Available Products. Recognized, commercially-available products shall be procured wherever practicable. In developing specifications, accepted commercial standards shall be used and unique products shall be avoided, to the extent practicable.

(c) Nonrestrictiveness Requirements. All specifications shall be written in such a manner as to describe the requirements to be met, without having the effect of exclusively requiring a proprietary supply, or construction item, or procurement from a sole source, unless no other manner of description will suffice. In that event, a written determination shall be made that it is not practicable to use a less restrictive specification.

(2) Director's Responsibilities.

(a) The Director is responsible for the preparation of all specifications.

(b) The Division may enter into contracts with others to prepare construction specifications when there will not be a substantial conflict of interest. The Director shall retain the authority to approve all specifications.

(c) Whenever specifications are prepared by persons other than Division personnel, the contract for the preparation of specifications shall require the specification writer to adhere to the requirements of this section.

(3) Types of Specifications. The Director may use any method of specifying construction items which he considers to be in the best interest of the state including the following:

(a) By a performance specification stating the results to be achieved with the contractor choosing the means.

(b) By a prescriptive specification describing a means for achieving desired, but normally unstated, ends. Prescriptive specifications include the following:

(i) Descriptive specifications, providing a detailed written description of the required properties of a product and the workmanship required to fabricate, erect and install without using trade names; or

(ii) Proprietary specifications, identifying the desired product by using manufacturers, brand names, model or type designation or important characteristics. This is further divided into two classes:

(A) Sole Source, where a rigid standard is specified and there are no allowed substitutions due to the nature of the conditions to be met. This may only be used when very restrictive standards are necessary and there is only one proprietary product known that will meet the rigid standards needed. A sole source proprietary specification must be approved by the Director.

(B) Or Equal, which allows substitutions if properly approved.

(c) By a reference standard specification where documents or publications are incorporated by reference as though included in their entirety.

(d) By a nonrestrictive specification which may describe elements of prescriptive or performance specifications, or both, in order to describe the end result, thereby giving the contractor latitude in

methods, materials, delivery, conditions, cost or other characteristics or considerations to be satisfied.

(4) Procedures for the Development of Specifications.

(a) Specifications may designate alternate supplies or construction items where two or more design, functional, or proprietary performance criteria will satisfactorily meet the procuring agencies' requirements.

(b) The specification shall contain a nontechnical section to include any solicitation or contract term or condition such as a requirement for the time and place of bid opening, time of delivery, payment, liquidated damages, and similar contract matters.

(c) Use of Proprietary Specifications.

(i) The Director shall seek to designate three brands as a standard reference and shall state that substantially equivalent products to those designated will be considered for award, with particular conditions of approval being described in the specification.

(ii) Unless the Director determines that the essential characteristics of the brand names included in the proprietary specifications are commonly known in the industry or trade, proprietary specifications shall include a description of the particular design, functional, or performance characteristics which are required.

(iii) Where a proprietary specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

(iv) The Division shall solicit sources to achieve whatever degree of competition is practicable. If only one source can supply the requirement, the procurement shall be made in accordance with Section R23-1-25.

#### **R23-1-60. Construction Contract Clauses.**

(1) Required Contract Clauses. Pursuant to Section 63G-6-601, the document entitled "Required Construction Contract Clauses", Dated May 25, 2005, and on file with the Division, is hereby incorporated by reference. Except as provided in Subsections R23-1-30(7) and R23-1-60(2), the Division shall include these clauses in all construction contracts.

(2) Revisions to Contract Clauses. The clauses required by this section may be modified for use in any particular contract when, pursuant to Subsection 63G-6-601(5), the Director makes a written determination describing the circumstances justifying the variation or variations. Notice of any material variations from the contract clauses required by this section shall be included in any invitation for bids or request for proposals. Examples of changes that are not material variations include, but are not limited to, the following: grammatical corrections; corrections made that resolve conflicts in favor of the intent of the document as a whole; and changes that reflect State law or rule and applicable court case law.

**KEY: contracts, public buildings, procurement**

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

**Notice of Continuation: May 24, 2007**

**Authorizing, and Implemented or Interpreted Law: 63G-6-101 et seq.**



Gary R. Herbert  
Governor

# Utah State Building Board

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## MEMORANDUM

To: Utah State Building Board  
From: D. Gregg Buxton, Director  
Date: February 3, 2012  
Subject: **Five Year Notice of Review and Statement of Continuation for Rule R23-19, Facility Use Rules**  
Presenter: Alan Bachman, Assistant Attorney General

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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; and therefore, the "Five Year Notice of Review and Statement of Continuation" must be filed with the Division of Administrative Rules on or before May 24, 2012.

### **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 their scheduled Board meeting on February 3, 2012. At this time, the Division is not recommending any amendments to Rule R23-19. However, the Division will present amendments to this rule at a future Board meeting for consideration and approval if needed or requested by the Board.

### **Background:**

Rule R23-19, under the authority of the Board, regulates the use of state facilities and grounds, providing rules regarding political signs, as well as authorizing written policies to be created pursuant to this rule. A copy of Rule R23-19 is attached.

DGB:AB:cg

Attachment: Copy of Rule R23-19

**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 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.

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

(7) 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.

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

(9) 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.

(10) 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.

(11) Littering is prohibited.

(12) 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. Signs or posters may not be on sticks or poles.

(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.

(13) 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.

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

(15) 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.

(16) 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.

(17) 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 (16) shall not apply to tourists and does not apply to the extent it is the exercise of a free speech activity.

(18) 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.

(19) 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.

(20) 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.

(21) 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: December 4, 2008**

**Notice of Continuation: May 24, 2007**

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



Gary R. Herbert  
Governor

# Utah State Building Board

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## MEMORANDUM

To: Utah State Building Board  
From: D. Gregg Buxton, Director  
Date: February 3, 2012  
Subject: **Five Year Notice of Review and Statement of Continuation for Rule R23-20, Free Speech Activities**  
Presenter: Alan Bachman, Assistant Attorney General

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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 Activities, is due for review; and therefore, the "Five Year Notice of Review and Statement of Continuation" must be filed with the Division of Administrative Rules on or before June 7, 2012.

### **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 their scheduled Board meeting on February 3, 2012. At this time, the Division is not recommending any amendments to Rule R23-20. However, the Division will present amendments to this rule at a future Board meeting for consideration and approval if needed or requested by the Board.

### **Background:**

Rule R23-20, 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.

DGB:AB:cg

Attachment: Copy of Rule R23-20

**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**

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



Gary R. Herbert  
Governor

# Utah State Building Board

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## MEMORANDUM

To: Utah State Building Board  
From: David G. Buxton  
Date: January 18, 2012  
Subject: **Capitol Preservation Board (CPB): Reallocation of Capital Improvement Funds**  
Presenter: Kurt Baxter

---

### Recommendations

DFCM recommends that the Building Board review the request from CPB to transfer left over funds to another improvement project.

### Background

The CPB has completed the State Office Building Tunnel Repair, and has funds left over. They would like to reallocate those funds to the State Office Building (SOB) East Staircase Renovation. Additional scope of work needs to be added to increase the life of the Staircase.

DGB:kfb

Enclosure

# DFCM Capital Improvement Reallocation Request

Date: 1/17/2012  
Agency: Capitol Preservation Board  
Requestor: Allyson Gamble/Michael Ambre

## Allocated From

Project Name: SOB Tunnel Im[provements  
Project No.: 08234050  
DFCM PM: Michael Ambre  
Completion Date: 8/1/2011  
Project Savings:

## Allocated To

Project Name: SOB East Staircase Improvements  
\*Project No.: 10220050  
ISES No.:  
Amount: \$250,000

## Description of Work/Justification:

The scope of work and amount of monies requested did not take into account many factors. Water proofing of existing deck and replacement of pavers should have been included in scope because these are major factors contributing to the deterioration of the stairs, etc.

## Allocated To

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

## Description of Work/Justification:

\*If applicable



Gary R. Herbert  
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# Utah State Building Board

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## MEMORANDUM

To: Utah State Building Board  
From: David G. Buxton  
Date: February 3, 2012  
Subject: **Approval of Master Plan – Utah State Development Center**  
Presenter: John Nichols

---

### **Recommendation:**

DFCM recommends that the Board review and approve the request from the Department of Human Services (DHS) to commence with a comprehensive Master Plan for the Utah State Developmental Center (USDC) located in American Fork and managed by the Utah Division of Services for People with Disabilities (DSPD).

### **Background:**

The main purpose of the study will be to identify and plan for the current, short-term and long-term expansion needs of the USDC, and to provide for the orderly and effective execution of those plans over time. The Master Plan will also include the large amount of vacant land owned by the State and dedicated by State law for the benefit of the disabled through the *Account for People with Disabilities*, commonly known as the DSPD Trust Fund, and will attempt to identify the portion of land not needed for future use by the USDC. The study will plan for the orderly transfer of the surplus property out of State hands and wise development of the land for the benefit of the DSPD Trust Fund as provided for by State law.

The disposition of real property at the USDC is generally governed by the following statute: **63A-5-220. Definitions -- Creation of Account for People with Disabilities -- Use of restricted account.**

(1) As used in this section:

(a) "Developmental center" means the Utah State Developmental Center described in Section [62A-5-201](#).

(b) "DSPD" means the Division of Services for People with Disabilities within the Department of Human Services.

(c) "Long-term lease" means:

(i) a lease with a term of five years or more; or

(ii) a lease with a term of less than five years that may be unilaterally renewed by the lessee.

(2) Notwithstanding Section [63A-5-215](#), any money received by the division or DSPD from the sale, lease, except any lease existing on May 1, 1995, or other disposition of real property associated with the developmental center

shall be deposited in the restricted account created in Subsection (3).

(3) (a) There is created a restricted account within the General Fund known as the "Account for People with Disabilities."

(b) The Division of Finance shall deposit the following revenues into the restricted account:

(i) revenue from the sale, lease, except any lease existing on May 1, 1995, or other disposition of real property associated with the developmental center;

(ii) revenue from the sale, lease, or other disposition of water rights associated with the developmental center; and

(iii) revenue from voluntary contributions made to the restricted account.

(c) The state treasurer shall invest money in the fund according to the procedures and requirements of Title 51, Chapter 7, State Money Management Act, and the interest shall remain with the restricted account.

(d) (i) Except as provided in Subsection (3)(d)(ii), an expenditure or appropriation may not be made from the restricted account.

(ii) (A) The Legislature may appropriate interest earned on restricted account money invested pursuant to this Subsection (3)(d), leases from real property and improvements, leases from water, rents, and fees to DSPD for programs described in Title 62A, Chapter 5, Services for People with Disabilities.

(B) Restricted account money appropriated each year under Subsection (3)(d)(ii)(A) may not be expended unless approved by the director of the Division of Services for People with Disabilities within the Department of Human Services in consultation with the executive director of the department.

(4) (a) Notwithstanding Section [65A-4-1](#), any sale or disposition of real property or water rights associated with the developmental center shall be conducted as provided in this Subsection (4).

(b) The division shall secure the concurrence of DSPD and the approval of the governor before making the sale or other disposition of land or water rights.

(c) In addition to the concurrences required by Subsection (4)(b), the division shall secure the approval of the Legislature before offering the land or water rights for sale, exchange, or long-term lease.

(d) The division shall sell or otherwise dispose of the land or water rights as directed by the governor.

(e) The division may not sell, exchange, or enter into a long-term lease of the land or water rights for a price or estimated value below the average of two appraisals conducted by an appraiser who holds an appraiser's certificate or license issued by the Division of Real Estate under Title 61, Chapter 2g, Real Estate Appraiser Licensing and Certification Act.

DGB:JN:cn



**Gary R. Herbert**  
*Governor*

# Utah State Building Board

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

## MEMORANDUM

To: Utah State Building Board  
From: David G. Buxton  
Date: January 13, 2012  
Subject: **Administrative Reports for University of Utah and Utah State University**  
Presenter: Ken Nye for University of Utah  
Presenter: Ben Berrett for Utah State University

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Attached for your review and approval are the Administrative Reports (for two reporting periods) for University of Utah and Utah State University.

DGB: cn

Attachments



Office of the Vice President  
For Administrative Services

December 21, 2011

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

Subject: U of U Administrative Reports for January 11<sup>th</sup> Building Board Meeting.

Dear Gregg:

The following is a summary of the administrative reports for the U of U for the period November 15, 2011 thru December 20, 2011. Please include this in the packet for the January 11, 2011 Building Board meeting.

**Professional Services Agreements** (Page 1)

The Professional Services Agreements awarded during this period consist of:  
1 Design Agreements, 4 Planning/ Study/Other Agreements.

No significant items.

**Construction Contracts** (Page 2)

The Construction Contracts awarded during this period consist of:  
1 New Space Contracts, 4 Remodeling Contracts, 1 Site Improvement Contracts.

Item 5; Project #21226, Heritage Center Improvements

This contract was awarded to Mark Hamilton Construction on a sole source basis as this was a condition of the gift which funded this work.

**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

Gregg Buxton, Director  
December 21, 2011  
Page 2

Decreases:

Project 20026, Eyring Chemistry HVAC System Upgrades

This transfer of \$12,664 was made to cover the cost of additional asbestos abatement. When fume hoods were removed, it was discovered that they had been installed on asbestos-containing countertops.

Project 21170, Park Building Elevator Replacement

This transfer of \$15,000 was made to cover the cost of design for this project. The initial project budget that was used for funding had assumed that the elevator equipment could be replaced through a service agreement. It was subsequently determined that a design was needed in order to address some code requirements and to prepare bidding documents.

Project 20208, HPER Mall Tunnel & HTW

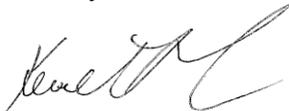
This transfer of \$24,804.11 was made to cover a number of unforeseen conditions. The largest single item was to cover the cost of a Questar inspector while their natural gas line was suspended so that the tunnel could be constructed under it. The next largest item was some unanticipated asbestos abatement.

Project 21143, HTW Zone 2 Pipeline Installation

This transfer of \$36,605.25 was made to cover two unforeseen conditions: (1) A design modification to change the route of the pipeline around the west side of the Life Sciences building in order to reduce the impact on University operations and circulation in this part of campus during the construction. (2) Temporary relocation of a day care playground while pipe is placed under the existing playground. The design was done with the assumption that the playground could be closed during the winter for this construction. Daycare regulations require that the day care program utilizes a secured playground even during the winter. Routing the HTW pipeline around the playground was found to be substantially more costly than providing for the temporary playground.

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

Sincerely,



Kenneth E. Nye, Director  
Facilities Management Business Services

Enclosures

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



## Professional Services Agreements

Awarded From November 15 - December 20, 2011

Item Number	Project Number	Project Name	Firm Name	Project Budget	Contract Amount
<i>Design</i>					
1	21215	Univ Wells and Irrigation distribution piping Phase III	Nolte Assoc	\$ 50,000.00	\$ 49,848.00
<i>Planning/Study/ Other</i>					
2	20116	Central Chiller Plant Commissioning	MKK Consulting	\$ 3,303,710.08	\$ 92,804.00
3	21223	SBS Structural Repairs	BHB Consulting	\$ 13,200.00	\$ 13,200.00
4	21222	SBS Elevator Replacement	MJSA Arch	\$ 3,750.00	\$ 3,750.00
5	21207	Fletcher Bldg. Rotunda / Classroom pipe replacement	Wilson Consulting	\$ 285,000.00	\$ 16,264.00



**Construction Contracts**

**Awarded From November 15 - December 20, 2011**

<b>Item Number</b>	<b>Project Number</b>	<b>Project Name</b>	<b>Firm Name</b>	<b>Design Firm</b>	<b>Project Budget</b>	<b>Contract Amount</b>
<b>Construction - New Space</b>						
1	21202	Red Butte Garden Rose Cottage Reception center	CK Construction and Service		\$ 1,039,000.00	\$ 965,500.00
<b>Construction - Remodeling</b>						
2	21084	Data Center Security Upgrade	Simplex Grinnell LP		\$ 21,000,000.00	\$ 145,367.00
3	21158	HPEB Control Upgrade	Eagle Environmental Inc		\$ 1,413,379.00	\$ 13,102.00
4	21161	Eccles Institute of Human Genetics - RO water system upgrade	KOH Mechanical		\$ 276,440.00	\$ 229,798.00
5	21226	Heritage Center Improvements	Mark Hamilton		\$ 90,000.00	\$ 46,000.00
<b>Construction - Site Improvement</b>						
6	21167	UIT Metro Optical Network Duct Construction	Sorensen Co		\$ 370,077.50	\$ 262,594.50





**University Of Utah**  
**Report Of Contingency Reserve Fund Activity**  
**For the Period of November 15, 2011 December 20, 2011**

PROJ. NO.	DESCRIPTION	CURRENT TRANSFERS	TOTAL TRANSFERS FROM CONTINGENCY	% OF CONSTR. BUDGET	PROJECT STATUS
	<b>BEGINNING BALANCE</b>	2,194,395.37			
	<b>INCREASES TO CONTINGENCY RESERVE FUND</b>				
	<b>DECREASES TO CONTINGENCY RESERVE FUND</b>				
	<b>NEW CONSTRUCTION</b>				
	<b>REMODELING</b>				
20026	Eyring Chemistry HVAC System Upgrades	(12,664.00)	12,664.00	0.54%	Construction
20029	Fletcher Building - Fume Hood Upgrade	(826.00)	826.00	0.27%	Construction
21170	Park Building Elevator Replacement	(15,000.00)	15,000.00	8.57%	Design
20184	HEB West Stair Replacement	(8,166.30)	43,166.30	19.81%	Complete
20208	HPER Mall Tunnel & HTW	(24,804.11)	74,559.04	8.67%	Substantially Complete
21143	HTW Zone 2	(36,605.25)	36,605.25	1.12%	Construction
	<b>ENDING BALANCE</b>	2,096,329.71			



Office of the Vice President  
For Administrative Services

January 13, 2012

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

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

Dear Gregg:

The following is a summary of the administrative reports for the U of U for the period November 15, 2011 thru January 13, 2012. Please include this in the packet for the First of February 2012 Building Board meeting.

**Professional Services Agreements** (Page 1)

The Professional Services Agreements awarded during this period consist of:  
5 Design Agreements, 5 Planning/ Study/Other Agreements.

Some of these agreements are for feasibility studies and/or schematic design to better define the scope and cost of capital improvement projects requested for FY13. These are funded from FY12 capital improvement funds that were authorized for this purpose.

**Construction Contracts** (Page 2)

The Construction Contracts awarded during this period consist of:  
2 New Space Contracts, 5 Remodeling Contracts, 1 Site Improvement Contracts.

Item 5; Project #21226, Heritage Center Improvements

This contract was awarded to Mark Hamilton Construction on a sole source basis as this was a condition of the gift which funded this work.

**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

Gregg Buxton, Director  
January 13, 2012  
Page 2

Decreases:

Project 20026, Eyring Chemistry HVAC System Upgrades

This transfer of \$66,817.52 was made to cover the cost of a number of unknown conditions including: additional asbestos abatement that was discovered under old fume hoods when they were removed; increase the capacity of the emergency power feeder; and relocate existing fans and ductwork to allow continued operation during construction.

Project 20116, Chiller Capacity Consolidation

This transfer of \$54,299 was made to cover the cost of a number of unknown conditions and design omissions including: removal of a concrete thrust block that was discovered upon excavation; relocate piping that was in the way of new chillers; and valves and pipe hardware that was left out of the design.

Project 21143, HTW Zone 2 Pipeline Installation

This transfer of \$36,605.25 was made to cover two unforeseen conditions: (1) A design modification to change the route of the pipeline around the west side of the Life Sciences building in order to reduce the impact on University operations and circulation in this part of campus during the construction. (2) Temporary relocation of a day care playground while pipe is placed under the existing playground. The design was done with the assumption that the playground could be closed during the winter for this construction. Daycare regulations require that the day care program utilizes a secured playground even during the winter. Routing the HTW pipeline around the playground was found to be substantially more costly than providing for the temporary playground.

Project 20208, HPER Mall Tunnel & HTW

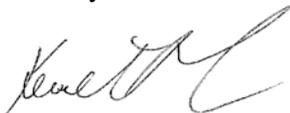
This transfer of \$24,804.11 was made to cover a number of unforeseen conditions. The largest single item was to cover the cost of a Questar inspector while their natural gas line was suspended so that the tunnel could be constructed under it. The next largest item was some unanticipated asbestos abatement.

Project 21170, Park Building Elevator Replacement

This transfer of \$15,000 was made to cover the cost of design for this project. The initial project budget that was used for funding had assumed that the elevator equipment could be replaced through a service agreement. It was subsequently determined that a design was needed in order to address some code requirements and to prepare bidding documents.

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

Sincerely,



Kenneth E. Nye, Director  
Facilities Management Business Services

Enclosures

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



**Professional Services Agreements**  
**Awarded From November 15 - January 13, 2011**

Item Number	Project Number	Project Name	Firm Name	Project Budget	Contract Amount
<i>Design</i>					
1	21215	Univ Wells and Irrigation distribution piping Phase III	Nolte Assoc	\$ 50,000.00	\$ 49,848.00
2	21225	James Fletcher Bldg Heating Water Piping Replacement	DLJ Mechanical Engineers	\$ 30,000.00	\$ 25,060.40
3	21229	Medical Plaza North Tower Boiler Replacement	Musgrove Engineering	\$ 220,000.00	\$ 20,200.00
4	21230	Red Butte Garden Parking Lot Security Upgrades	Bowen Collins and Assoc	\$ 16,486.00	\$ 15,486.00
5	21219	South Biology Avian Research Facility	Tracy Stocking and Assoc	\$ 25,000.00	\$ 7,305.00
<i>Planning/Study/ Other</i>					
6	20116	Central Chiller Plant Commissioning	MKK Consulting	\$ 3,303,710.08	\$ 92,804.00
7	21223	SBS Structural Repairs	BHB Consulting	\$ 13,200.00	\$ 13,200.00
8	21222	SBS Elevator Replacement	MJSA Arch	\$ 3,750.00	\$ 3,750.00
9	21207	Fletcher Bldg. Rotunda / Classroom pipe replacement	Wilson Consulting	\$ 285,000.00	\$ 16,264.00
10	21143	HTW Zone 2 Pipeline Replacement	Professional Service Industries inc	\$ 3,263,000.00	\$ 64,790.00



**Construction Contracts**

**Awarded From November 15 - January 13, 2011**

<b>Item Number</b>	<b>Project Number</b>	<b>Project Name</b>	<b>Firm Name</b>	<b>Design Firm</b>	<b>Project Budget</b>	<b>Contract Amount</b>
<b>Construction - New Space</b>						
1	21202	Red Butte Garden Rose Cottage Reception center	CK Construction and Service		\$ 1,039,000.00	\$ 965,500.00
2	21055	Health Sciences Library Office Expansion	Avalon Construction Inc		\$ 371,463.50	\$ 251,362.00
<b>Construction - Remodeling</b>						
3	21084	Data Center Security Upgrade	Simplex Grinnell LP		\$ 21,000,000.00	\$ 145,367.00
4	21158	HPEB Control Upgrade	Eagle Environmental Inc		\$ 1,413,379.00	\$ 13,102.00
5	21161	Eccles Institute of Human Genetics - RO water system upgrade	KOH Mechanical		\$ 276,440.00	\$ 229,798.00
6	21208	Williams Buidling Room 236 Remodel	Easton River Construction Inc		\$ 55,127.25	\$ 48,972.00
7	21226	Heritage Center Improvements	Mark Hamilton		\$ 90,000.00	\$ 46,000.00
<b>Construction - Site Improvement</b>						
8	21167	UIT Metro Optical Network Duct Construction	Sorensen Co		\$ 370,077.50	\$ 262,594.50





**University Of Utah**  
**Report Of Contingency Reserve Fund Activity**  
**For the Period of November 15, 2011 January 13, 2012**

PROJ. NO.	DESCRIPTION	CURRENT TRANSFERS	TOTAL TRANSFERS FROM CONTINGENCY	% OF CONSTR. BUDGET	PROJECT STATUS
	<b>BEGINNING BALANCE</b>	2,194,395.37			
	<b>INCREASES TO CONTINGENCY RESERVE FUND</b>				
	<b>DECREASES TO CONTINGENCY RESERVE FUND</b>				
	<b>NEW CONSTRUCTION</b>				
	<b>REMODELING</b>				
20026	Eyring Chemistry HVAC System Upgrades	(66,817.52)	66,817.52	2.86%	Construction
20116	Chiller Capacity Consolidation	(54,299.00)	54,299.00	1.76%	Construction
21143	HTW Zone 2	(36,605.25)	36,605.25	1.12%	Construction
20208	HPER Mall Tunnel & HTW	(24,804.11)	74,559.04	8.67%	Substantially Complete
21170	Park Building Elevator Replacement	(15,000.00)	15,000.00	8.57%	Design
20184	HEB West Stair Replacement	(8,166.30)	43,166.30	19.81%	Complete
20029	Fletcher Building - Fume Hood Upgrade	(826.00)	826.00	0.27%	Construction
	<b>ENDING BALANCE</b>	1,987,877.19			

23 December 2011

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

Dear Gregg:

SUBJECT: USU Administrative Reports for the January 2012 Building Board Meeting

The following is a summary of the administrative reports for USU for the period 11/18/11 to 12/23/11:

**Professional Contracts, 2 contracts issued** (Page 1)

Comments are provided on the report.

**Construction Contracts, 5 contracts issued** (Page 2)

Comments are provided on the report.

**Report of Contingency Reserve Fund** (Page 3)

The Contingency Reserve Fund had no activity for this reporting period.

**Report of Project Reserve Fund Activity** (Page 4)

Amount was needed to award contract.

**Current Delegated Projects List** (Pages 5-6)

Of USU's 55 current projects, 1 is Complete, 20 are Substantially Complete, 19 in Construction, 11 in the Design/Study phase and 4 Pending.

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

Sincerely,



David T. Cowley  
Vice President for  
Business and Finance

DTC/bg  
c: Gregory L. Stauffer



## Professional Contracts Awarded From 11/18/11 to 12/23/11

Contract Name	Firm Name	A/E Budget	Fee Amount	Comments
MISCELLANEOUS CONTRACTS				
1 Planning and Design Fund FY10	Civil Solutions Group	\$100,000.00	\$2,930.00	Survey for Competitive/Practice Facility
2 Sant Engineering Clean Room Remodel	Ivie Code Group	\$37,606.00	\$2,310.00	Inspections

**Construction Contracts  
Awarded From 11/18/11 to 12/23/11**

<b>Project</b>	<b>Firm Name</b>	<b>Design Firm</b>	<b>Const Budget</b>	<b>Contract Amt</b>	<b>Comments</b>
1 Chilled Water-Edith Bowen/CPD	A.H. Palmer & Sons	Colvin Engineering	\$264,550.00	\$268,331.00	\$3,781 needed from Bid Reserve to award contract
2 Miscellaneous Critical Improvements FY12	Todd Jensen Construction	Greenworks	\$247,748.00	\$44,790.00	ADA Access at FHD West
3 Sign System FY12	Accelerated Marketing Inc	USU Facilities Planning and Design	\$45,045.00	\$22,931.00	Signage at Fine Arts Complex
4 Animal Science Refreshment	USU Facilities Operations	Van Boerum & Frank Assoc	\$394,840.00	\$6,413.00	Install electrical raceway, painting and replace whiteboards
MISCELLANEOUS CONTRACTS					
5 Medium Voltage Upgrades FY12	Spindler Construction		\$221,239.00	\$330.00	Haul 3 transformers from USU

## Report of Contingency Reserve Fund From 11/18/11 to 12/23/11

Project Title	Current Transfers	Total Transfers To (From) Contingency	% to Construction Budget	Project Status	% Completed (Paid)
<b>BEGINNING BALANCE</b>	\$628,788.16				
<b>INCREASES TO CONTINGENCY RESERVE FUND</b> None					
<b>DECREASES TO CONTINGENCY RESERVE FUND</b> None					
<b>ENDING BALANCE</b>	\$628,788.16				

## Report of Project Reserve Fund Activity From 11/18/11 to 12/23/11

Project Title	Transfer Amount	Description	% of Construction Budget
<b>BEGINNING BALANCE</b>	<b>\$184,785.27</b>		
<b>INCREASES TO PROJECT RESERVE FUND</b>			
None			
<b>DECREASES TO PROJECT RESERVE FUND</b>			
Chilled Water-Edith Bowen/CPD	(3,781.00)	Amount needed to award contract	0.90%
<b>ENDING BALANCE</b>	<b>\$181,004.27</b>		

## Current Delegated Projects List 12/23/11

Project Number	Project Name	Phase	Project Budget
<b>CAPITAL DEVELOPMENT/IMPROVEMENT</b>			
A16873	Fire Alarm Upgrades FY08	Construction	289,769
A18972	Planning & Design Fund FY09	Design/Study	100,000
A20557	Campus-wide Medium Voltage Upgrade FY10	Substantial Completion	633,969
A20593	Utah Botanical Center Classroom Building	Substantial Completion	2,860,656
A20794	Ray B. West Window Replacement	Substantial Completion	770,724
A20856	Miscellaneous Critical Improvements FY10	Substantial Completion	396,247
A20857	Planning & Design Fund FY10	Design/Study	100,000
A20859	Classroom Upgrades FY10	Substantial Completion	298,903
A20864	Business MCC and E-Panel	Construction	100,000
A22907	Planning and Design Fund FY11	Design/Study	75,000
A22908	Health, Life Safety & Code Compliance Projects FY11	Substantial Completion	100,000
A22909	Classroom Upgrades FY11	Substantial Completion	407,151
A22910	Fire Protection (Various Buildings) FY11	Construction	573,795
A22911	Sign System FY11	Substantial Completion	54,490
A22912	NE Steam Line Phase IV FY11	Substantial Completion	689,671
A22913	Theater Stage Rigging	Substantial Completion	894,238
A22914	Medium Voltage Upgrade FY11	Substantial Completion	492,233
A22915	Campus Wide Bike Racks FY11	Construction	48,678
A22917	Miscellaneous Critical Improvements FY11	Substantial Completion	153,315
A23644	HSRC 2nd Floor Remodel	Substantial Completion	468,951
A23857	Spectrum Volleyball Locker Room Remodel	Design only	10,000
A23999	CEU Life Safety/Signage	Construction	333,424
A24112	Laub Indoor Turf Replacement	Substantial Completion	251,555
A24159	Chilled Water Thermal Storage	Construction	2,815,654
A24472	Innovation Campus Demolition/Land Cleanup	Substantial Completion	336,139
A24755	Rich/Davis Hall Renovation	Substantial Completion	909,050
A24756	Sant Engineering Clean Room Remodel	Construction	523,500
A24855	Planning and Design Fund FY12	Design/Study	102,903

A24856	Health/Life Safety/Code/Asbestos FY12	Construction	143,363
A24857	Classroom/Auditorium Upgrades FY12	Construction	386,784
A24858	Building Commissioning FY12	Commissioning	190,991
A24859	Miscellaneous Critical Improvements FY12	Construction	262,613
A24860	BNR Fire Protection Phase II	Design	573,243
A24861	Chilled Water - Edith Bowen/CPD	Construction	291,303
A24862	NFS HVAC Design	Design	200,000
A24863	Campus Wide Bike Racks FY12	Pending	47,748
A24864	South Farm Sewer Line	Substantial Completion	74,913
A24865	Sign System FY12	Construction	57,748
A24866	Quad Area Utility Upgrade	Pending	150,000
A24867	Steam Line Insulation FY12	Construction	95,238
A24868	Chiller Controls Upgrades FY12	Construction	95,238
A24869	Concrete Replacement FY12	Substantial Completion	238,778
A24870	1200 East (Aggie Village) Landscape	Construction	96,742
A24871	Paving (Student Living Center Parking Lot)	Substantial Completion	396,620
A24872	Medium Voltage Upgrades FY12	Construction	238,938
A24873	Geology to Maeser Steam Replacement	Complete	425,149
A24936	Vet Science Animal Cadaver Lab Remodel	Design	335,900
A25032	Tennis Courts Lighting	Construction	252,000
A25065	Tremonton Campus - Classroom Remodel	Substantial Completion	572,222
A25415	Animal Science Refreshment	Construction	529,561
A25416	HPER Field Turf Upgrade	Design	2,020,000
A25442	Experimental Stream Facility	Pending	160,000
A25864	Price BDAC Fire/Irrigation Sys	Design	665,400
A25865	Price SAC Building Study	Pending	15,000
A25891	USU VoIP Comm Closet Upgrade	Design	1,452,931

**TOTAL (55)**

**\$24,758,438**

13 January 2012

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

Dear Gregg:

SUBJECT: USU Administrative Reports for the February 2012 Building Board Meeting

The following is a summary of the administrative reports for USU for the period 12/23/11 to 01/13/12:

**Professional Contracts, 0 contracts issued** (Page 1)

No professional contracts were issued during this period.

**Construction Contracts, 2 contracts issued** (Page 2)

Comments are provided on the report.

**Report of Contingency Reserve Fund** (Page 3)

The Contingency Reserve Fund had no activity for this reporting period.

**Report of Project Reserve Fund Activity** (Page 4)

The Project Reserve Fund had no activity for this reporting period.

**Current Delegated Projects List** (Pages 5-6)

Of USU's 54 current projects, 20 are Substantially Complete, 19 in Construction, 11 in the Design/Study phase and 4 Pending.

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

Sincerely,



David T. Cowley  
Vice President for  
Business and Finance

DTC/bg  
c: Gregory L. Stauffer



## Professional Contracts Awarded From 12/23/11 to 01/13/12

Contract Name	Firm Name	A/E Budget	Fee Amount	Comments
None				



**Construction Contracts  
Awarded From 12/23/11 to 01/13/12**

<b>Project</b>	<b>Firm Name</b>	<b>Design Firm</b>	<b>Const Budget</b>	<b>Contract Amt</b>	<b>Comments</b>
1 Vet Science Animal Cadaver Lab Remodel	USU Facilities Operations	Method Studio	\$336,227.00	\$336,227.00	Remodel necropsy laboratory
MISCELLANEOUS CONTRACTS					
2 Miscellaneous Critical Improvements FY12	Advanced Heating & Air Conditioning		\$247,748.00	\$30,000.00	Duct work in Vet Science Building

## Report of Contingency Reserve Fund From 12/23/11 to 01/13/12

Project Title	Current Transfers	Total Transfers To (From) Contingency	% to Construction Budget	Project Status	% Completed (Paid)
<b>BEGINNING BALANCE</b>	\$628,788.16				
<b>INCREASES TO CONTINGENCY RESERVE FUND</b> None					
<b>DECREASES TO CONTINGENCY RESERVE FUND</b> None					
<b>ENDING BALANCE</b>	\$628,788.16				

## Report of Project Reserve Fund Activity From 12/23/11 to 01/13/12

Project Title	Transfer Amount	Description	% of Construction Budget
<b>BEGINNING BALANCE</b>	<b>\$181,004.27</b>		
<b>INCREASES TO PROJECT RESERVE FUND</b>			
None			
<b>DECREASES TO PROJECT RESERVE FUND</b>			
None			
<b>ENDING BALANCE</b>	<b>\$181,004.27</b>		

## Current Delegated Projects List 01/13/12

Project Number	Project Name	Phase	Project Budget
<b>CAPITAL DEVELOPMENT/IMPROVEMENT</b>			
A16873	Fire Alarm Upgrades FY08	Construction	289,769
A18972	Planning & Design Fund FY09	Design/Study	100,000
A20557	Campus-wide Medium Voltage Upgrade FY10	Substantial Completion	633,969
A20593	Utah Botanical Center Classroom Building	Substantial Completion	2,860,656
A20794	Ray B. West Window Replacement	Substantial Completion	770,724
A20856	Miscellaneous Critical Improvements FY10	Substantial Completion	396,247
A20857	Planning & Design Fund FY10	Design/Study	100,000
A20859	Classroom Upgrades FY10	Substantial Completion	298,903
A20864	Business MCC and E-Panel	Construction	100,000
A22907	Planning and Design Fund FY11	Design/Study	75,000
A22908	Health, Life Safety & Code Compliance Projects FY11	Substantial Completion	100,000
A22909	Classroom Upgrades FY11	Substantial Completion	407,151
A22910	Fire Protection (Various Buildings) FY11	Construction	573,795
A22911	Sign System FY11	Substantial Completion	54,490
A22912	NE Steam Line Phase IV FY11	Substantial Completion	689,671
A22913	Theater Stage Rigging	Substantial Completion	894,238
A22914	Medium Voltage Upgrade FY11	Substantial Completion	492,233
A22915	Campus Wide Bike Racks FY11	Construction	48,678
A22917	Miscellaneous Critical Improvements FY11	Substantial Completion	153,315
A23644	HSRC 2nd Floor Remodel	Substantial Completion	468,951
A23857	Spectrum Volleyball Locker Room Remodel	Design only	10,000
A23999	CEU Life Safety/Signage	Construction	333,424
A24112	Laub Indoor Turf Replacement	Substantial Completion	251,555
A24159	Chilled Water Thermal Storage	Construction	2,815,654
A24472	Innovation Campus Demolition/Land Cleanup	Substantial Completion	336,139
A24755	Rich/Davis Hall Renovation	Substantial Completion	909,050
A24756	Sant Engineering Clean Room Remodel	Construction	523,500
A24855	Planning and Design Fund FY12	Design/Study	102,903

A24856	Health/Life Safety/Code/Asbestos FY12	Construction	143,363
A24857	Classroom/Auditorium Upgrades FY12	Construction	386,784
A24858	Building Commissioning FY12	Commissioning	190,991
A24859	Miscellaneous Critical Improvements FY12	Construction	262,613
A24860	BNR Fire Protection Phase II	Design	573,243
A24861	Chilled Water - Edith Bowen/CPD	Construction	291,303
A24862	NFS HVAC Design	Design	200,000
A24863	Campus Wide Bike Racks FY12	Pending	47,748
A24864	South Farm Sewer Line	Substantial Completion	74,913
A24865	Sign System FY12	Construction	57,748
A24866	Quad Area Utility Upgrade	Pending	150,000
A24867	Steam Line Insulation FY12	Construction	95,238
A24868	Chiller Controls Upgrades FY12	Construction	95,238
A24869	Concrete Replacement FY12	Substantial Completion	238,778
A24870	1200 East (Aggie Village) Landscape	Construction	96,742
A24871	Paving (Student Living Center Parking Lot)	Substantial Completion	396,620
A24872	Medium Voltage Upgrades FY12	Construction	238,938
A24936	Vet Science Animal Cadaver Lab Remodel	Design	335,900
A25032	Tennis Courts Lighting	Construction	252,000
A25065	Tremonton Campus - Classroom Remodel	Substantial Completion	572,222
A25415	Animal Science Refreshment	Construction	529,561
A25416	HPER Field Turf Upgrade	Design	2,020,000
A25442	Experimental Stream Facility	Pending	160,000
A25864	Price BDAC Fire/Irrigation Sys	Design	665,400
A25865	Price SAC Building Study	Pending	15,000
A25891	USU VoIP Comm Closet Upgrade	Design	1,452,931
<b>TOTAL (54)</b>			<u><u>\$24,333,289</u></u>



Gary R. Herbert  
Governor

# Utah State Building Board

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

## MEMORANDUM

To: Utah State Building Board  
From: David G. Buxton  
Date: January 13, 2012  
Subject: **Administrative Reports for DFCM**  
Presenter: Kurt Baxter

---

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

### **Lease Report** (Pages 1 - 2)

No significant items

### **Architect/Engineering Agreements Awarded, 22 Agreements Issued** (Pages 3 - 6)

No significant items

### **Construction Contracts Awarded, 32 Contracts Issued** (Pages 7 - 10)

Item #1, Ogden National Guard Armory Upgrade

Item #11, Cedar City National Guard Armory Upgrade

Construction contract amount over budget was covered by National Guard

Item #4, DOT Rampton Complex Bldg. Fire Alarm Upgrade

Item #8, Richfield DHS Regional Center Window Replacement

Project Reserve funds were used to award this construction contract

Item #27, Provo Juvenile Courts Clerical Counter and Work Area Remodel

Courts is adding funds to complete the project

Item #29, Slate Canyon Youth Center Security Upgrade

Juvenile Justice is adding funds to cover alternate #1

### **Report of Contingency Reserve Fund** (Pages 11 - 12)

#### **Increases**

Increases are additional budgeted contingencies and decrease change orders/modifications.

#### **Decreases, New Construction**

Univ of Utah USTAR Neuroscience Research Center

This transfer of \$664,907 covers the State's share of change orders #45 – 52. These change orders consist of design errors for Nano exhaust system changes, revisions to air supply in Nano

clean room, omissions to add power for fire/smoke damper, fire alarm control panels, requirements in the Nano, add tapping of water main not shown on drawings, add dowels at concrete paving joints, add irrigation to landscaping, unknowns to replace curb and gutter and adjacent paving, add large chilled water valve to control unusually high flow rates, and a scope change to add silane sealer to concrete paving

**Report of Contingency Reserve Fund Continued** (Pages 11 - 12)

Univ of Utah David Eccles School of Business Building

This transfer of \$58,659 covers the State's share of change orders #15 – 19, which consist of omissions to upsize elevator disconnects, added level 5 & 6 pony wall to conceal spandrel, added metal finish over hydrotech roof garden system parapet flashing, resolve clearance conflicts with auditorium lighting, multiple electrical RFI's, shade revisions, add backing for signage at east & west entries, and a scope change to reconfigure existing concrete wall adjacent to the CRCC so that the new plaza is more visible.

UVU Science Building Addition

This transfer of \$67,296 covers change order #14 for unknowns for concrete work in the main concourse, removing sheetrock from above certain areas of the main concourse, scope changes to add additional zones to the sprinkler system, omissions to add support framing under gypsum board panels in the penthouse, and additional tapered insulation and flashing for proper roof drainage.

Dixie State College Holland Centennial Commons

This transfer of \$52,522 covers the State's share of change order #6 for omissions to add structural support for the artwork selected for this project, reroute piping due to corridor being too small, design change to accommodate ceiling heights and ductwork, and an unknown for the cost difference between the use of welded wire fabric and the fiber mesh for concrete poured on top of the metal deck.

USU Agriculture Building

This transfer of \$32,121 covers change order #17 for compensable delay costs for 18 additional days' time.

**Decreases, Remodeling**

DOT Wellsville Maintenance Station Replacement

This transfer of \$90,192 covers change order #1 for unknowns to change the fire line tie in to the south requiring a PRV station and boring under a canal, connect to sewer rather than to the existing septic system, and for Questar Gas line work as well as increased inspection costs.

Central Utah Correctional Facility Acorn Facility Vacuum Toilet System

This transfer of \$49,731 covers change orders #2 and #3, for scope changes to change from PVC to cast piping above grade for mechanical chases and increased water line size for the gravity flush water closet.

**Report of Project Reserve Fund Activity** (Page 13)

Increases

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

Decreases

Transfers are to award construction contracts that were over the construction budget for those projects, as well as the annual DFCM Administration Budget transfer for FY'11 and FY'12.

DGB:DDW:cn

Attachment



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

## LEASE REPORT

From 11/14/2011 to 1/6/2012

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

### NEW

1.	State Trust Lands Real Estate, Hurricane	Net	Storage	M-M		540		\$ 4.45	Temporary storage for program needs.
2.	State Trust Lands Real Estate, Moab	Full	Office	5 Yrs.	929	929	\$11.00	\$11.00	Existing agency lease recorded with DFCM.

### AMENDMENTS

1.	Alcoholic Beverage Control, Store Cottonwood Heights	Partial	Store	Same	14,624	14,624	\$14.00	\$14.00	Addition of tenant improvement items to existing renovation, no change in rent.
2.	Attorney General Administration Murray	Full	Office	Same	24,389	24,805	\$12.00	\$12.00	Small increase in square footage for program needs.
3.	Corrections, Adult Probation & Parole Salt Lake City	Net	Ground	5 Yrs.	30,013	30,013	\$ .05	\$ .04	Renewal, reduction in rent.
4.	Education, Rehabilitation Logan	Full	Office	5 Yrs.	3,525	4,025	\$17.43	\$16.00	Renewal, decrease in rental rate and increase in square footage.



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## LEASE REPORT

From 11/14/2011 to 1/6/2012

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

5.	Education, Schools for the Deaf and Blind Salt Lake City	Full	Office	3 Yrs.	13,200	13,200	\$15.27	\$15.27	Renewal, no change in rent.
6.	Human Services, Child and Family Services Brigham City	Full	Office	5 Yrs.	19,522	8,052	\$18.00	\$18.00	Renewal, no change in rent, reduction in square footage.
7.	Human Services, Child and Family Services Tooele	Full	Office	Same	9,765	9,385	\$22.28	\$22.28	Reduction in square footage, no change in rent.
8.	National Guard Recruitment Bountiful	Net	Office	3 Yrs.	1,092	1,092	\$22.15	\$22.15	Renewal, no change in rent.
9.	National Guard Recruitment Riverdale	Partial	Office	3 Yrs.	1,620	1,620	\$22.91	\$18.59	Renewal, reduction in rent.
10.	Workforce Services Heber	Full	Office	5 Yrs.	3,613	1,965	\$18.36	\$20.00	Renewal at market, reduction in square footage.

# State of Utah

Division of Facilities and Construction  
Management

## Professional Contracts Awarded

Contract Type = P; Award Date >= 11/16/2011; and less than 12/21/2011

#	Agency	Contract Name	Firm	Type	Budget	Award
<b>Design</b>						<b>JAIM</b>
1	Corrections - Draper	Draper Prison Paving Improvements	King Engineering Inc	Design	\$19,720	\$12,900
2	Corrections	Doc Parole Violation	Gsbs Pc	Design	\$500,000	\$446,792
3	Capitol Preservation Bd	Sob Curtain Wall Replacement	Prior & Associates	Design	\$167,022	\$70,000
4	Salt Lake Comm College	Slcc Generator Improvements	Thomas & Kolkman Engineering Co Inc	Design	\$16,842	\$17,350
5	Corrections - Ap&p	Nuccc Parking Lot Expansion	Hansen And Associates Inc	Design	\$4,260	\$5,500
<b>Programming/Master Planning</b>						<b>JAIM</b>
6	Veterans Affairs	Department Of Veterans Affairs washington/utah County Veterans Nursing Homes post-programming Consulting Services	Frank N Murdock Jr Arch & Assoc	Programming	\$38,000	\$37,200
<b>Miscellaneous Services</b>						<b>JAIM</b>
7	University Of Utah	University Of Utah beverly Taylor Sorenson Arts/ed Complex geotechnical Study	Gordon Spilker Huber Geotech Cons Inc	Geotechnical	\$10,000	\$9,500
8	National Guard	Utah National Guard camp Williams Paving - Building Inspection, special Inspection And Testing Services	Western Technologies Inc	Insp Observ Ser	\$10,000	\$7,590
9	University Of Utah	University Of Utah	Staheli & Associates	Insp Observ Ser	\$255,071	\$160,224



# State of Utah

Division of Facilities and Construction  
Management

## Professional Contracts Awarded

Contract Type = P; Award Date >= 11/16/2011; and less than 12/21/2011

#	Agency	Contract Name	Firm	Type	Budget	Award
<b>Miscellaneous Services</b>						<b>JAIM</b>
	Utah	eyring Chemistry Building - Thatcher Addition special Inspection And Testing Services	john Staheli			
10	Weber State University	Weber State University - Davis Campus professional Classroom Bldg And Central Plant commissioning	Eaton Energy Solutions Inc	Commissioning	\$301,545	\$239,900
11	Dfcm - Statewide Funds	Utah National Guard cedar City Armory (former Firing Range) Lead Dust Rem 3rd Party Environmental Mgmt Svcs	R&r Environmental	Haz Mat Consult	\$13,000	\$12,514
12	National Guard	Utah National Guard - Camp Williams tass Complex - Phase 2 commissioning	Welsh Commissioning Group Inc	Commissioning	\$21,000	\$20,955
13	Weber State University	Weber State University remaining Tunnel Systems Repairs/upgrades asbestos Survey/3rd Party Environmental Mgmt	Rowland Consulting Inc	Haz Mat Consult	\$7,000	\$7,014
14	University Of Utah	University Of Utah data Center Building Improvements inspection And Testing Services	Western Technologies Inc	Insp Observ Ser	\$75,000	\$10,018
15	Utah Valley University	Uvu Life Center & Parking Garage	Rb&g Engineering Inc	Geotechnical	\$17,000	\$16,740
16	National Guard	Utah National Guard beaver Armory Remodel	Sunrise Engineering Inc	Insp Observ Ser	\$20,102	\$15,508



# State of Utah

Division of Facilities and Construction  
Management

## Professional Contracts Awarded

Contract Type = P; Award Date >= 11/16/2011; and less than 12/21/2011

#	Agency	Contract Name	Firm	Type	Budget	Award
<b>Miscellaneous Services</b>						<b>JAM</b>
		special Inspection And Testing Services				
17	National Guard	Utah National Guard cedar City Armory - Asbestos Abatement 3rd Party Environmental Management Svcs	R&r Environmental	Haz Mat Consult	\$30,000	\$25,758
18	National Guard	Utah National Guard cedar City Armory Upgrade - Building Inspection, special Inspection And Testing Services	Sunrise Engineering Inc	Insp Observ Ser	\$10,637	\$11,408
19	Dfcm - Statewide Funds	Utah State Hospital ms Building, Youth Center, Beesley Building hazmat Survey/assessment Services	Rowland Consulting Inc	Haz Mat Consult	\$31,000	\$30,832

# State of Utah

Division of Facilities and Construction  
Management

## Professional Contracts Awarded

Contract Type = P; Award Date >= 12-21-2011; and less than 1-11-2012

#	Agency	Contract Name	Firm	Type	Budget	Award
		<b>Design</b>				<b>5/AM</b>
1	Utah Valley University	Uvu Pope Science Fume Hoods	Colvin Engineering Associates	Design	\$21,000	\$20,500
2	Driver License Division	Cedar City Drivers License Remodel	Campbell & Associates	Design	\$26,806	\$26,806
3	Dept Of Transportation	Calvin Rampton Partial Controls Upgrade	Whw Engineering Inc	Design	\$27,004	\$27,000



# State of Utah

Division of Facilities and Construction  
Management

## Construction Contracts Awarded

Contract Type = C; Award Date >= 11/16/2011; and less than 12/21/2011

#	Agency	Contract Name	Firm	Type	Budget	Award
<b>Construction</b>						
1	National Guard	Ogden Armory Upgrade	Mw Construction Inc	Const Remodel	\$816,603	\$984,800
2	Administrative Services	Division Of Facilities Construction & Management state Office Bldg 1st, 4th, And 5th Floors das Employee Relocation	Ehp Construction Inc	Const Remodel	\$45,000	\$41,770
3	Governors Office	Gopb Break Room Remodel	Metro Builders Llc	Const Remodel	\$18,000	\$17,654
4	Dept Of Transportation	Calvin Rampton Bldg Fire Alarm Upgrade	Peerless Electric Llc	Const Remodel	\$126,791	\$131,873
5	Davis Atc	Datc Administrative Office Remodel	Randy Hadlock/ Hadlock Construction	Const Remodel	\$148,211	\$129,000
6	University Of Utah	University Of Utah the Football Center At The Dee Glen Smith athletic Center - Design/build	Layton Construction Company	Const New Space	\$23,100,000	\$23,000,000
7	Salt Lake Comm College	Slcc Lifetime Activities Fire Alarm Upgrades	Nelson Fire Systems	Const Remodel	\$66,770	\$66,770
8	Dfcm - Managed Buildings	Dhs Richfield Reg. Center Window Replacement	B & J Construction	Const Remodel	\$42,644	\$54,098
9	Dfcm - Managed Buildings	Heber Wells/wfs Sidewalk Repairs	Kevin D. Allen & Associates	Const Remodel	\$14,000	\$13,257
10	Dfcm - Managed Buildings	Provo Regional Center Ors Remodel	Bailey Builders Inc	Const Remodel	\$63,160	\$63,893



# State of Utah

Division of Facilities and Construction  
Management

## Construction Contracts Awarded

Contract Type = C; Award Date >= 11/16/2011; and less than 12/21/2011

#	Agency	Contract Name	Firm	Type	Budget	Award
<b>Construction</b>						<b>JAIM</b>
11	National Guard	Cedar City Armory Upgrade	Wade Payne Construction Inc	Const Remodel	\$792,223	\$1,338,140
12	Weber State University	Wsu Dee Event Center Ada Upgrades	Patriot Construction	Const Remodel	\$126,316	\$122,217
13	Snow College	Snow College Washburn Door Replacement And Admin. Bldg. Stucco Repairs	Bc Building Corporation	Const Remodel	\$153,518	\$78,675
14	National Guard	Ung Site Lighting Upgrades At Various Armories	Landmark Companies Inc	Const Remodel	\$115,000	\$113,257
15	Weber State University	Wsu Exterior Waterproofing Project	Ascent Construction Inc	Const Remodel	\$179,503	\$164,420
16	Salt Lake Comm College	Salt Lake Community College - South City Campus window Sill Repair/replacement	Benstog Construction Corp	Const Remodel	\$208,639	\$75,500
17	Capitol Preservation Bd	Capitol Hill Various Improvements/repairs	Jacobsen Construction	Const Remodel	\$956,949	\$30,419
<b>Miscellaneous Construction</b>						<b>JAIM</b>
18	Utah State University	Utah State University conference Center arra Funded Lighting Upgrade	Taylor Electric Inc.	Unclass Const	\$45,000	\$44,900
19	Utah State University	Utah State University agriculture Building arra Funded Lighting Upgrade	Cache Valley Electric	Unclass Const	\$65,000	\$64,428



# State of Utah

Division of Facilities and Construction Management

## Construction Contracts Awarded

Contract Type = C; Award Date >= 11/16/2011; and less than 12/21/2011

#	Agency	Contract Name	Firm	Type	Budget	Award
<b>Miscellaneous Construction</b>						<b>JAM</b>
20	Utah State University	Utah State University stores Building arra Funded Lighting Upgrade	Cache Valley Electric	Unclass Const	\$12,000	\$12,000
21	Utah State University	Utah State University spectrum Field House arra Funded Lighting Upgrade	Cache Valley Electric	Unclass Const	\$28,000	\$27,732
22	Dnr - Wildlife Resources	Dwr Springville Office Bldg Reroof	Utah Correctional Industries	Roofing	\$40,000	\$41,000
23	Utah State University	Utah State University engineering Building arra Funded Lighting Upgrade	Tec Electric Co	Unclass Const	\$12,000	\$12,060
24	Utah State University	Utah State University technology Building arra Funded Lighting Upgrade	Tec Electric Co	Unclass Const	\$19,000	\$18,475
25	Utah State University	Utah State University industrial Science Building arra Funded Lighting Upgrade	Tec Electric Co	Unclass Const	\$25,000	\$24,670



# State of Utah

Division of Facilities and Construction Management

## Construction Contracts Awarded

Contract Type = C; Award Date >= 12/21/2011; and less than 01/11/2012

#	Agency	Contract Name	Firm	Type	Budget	Award
<b>Construction</b>						<b>JAM</b>
1	Veterans Affairs	Department Of Veterans' Affairs washington County Nursing Home design/build	Layton Construction Company	Const New Space	\$16,700,000	\$16,700,000
2	Veterans Affairs	Department Of Veterans' Affairs utah County Nursing Home design/build	Layton Construction Company	Const New Space	\$16,700,000	\$16,700,000
3	Courts	Provo Juv Courts Clerical Counter And Work Area Remodel	Bma Construction & Development Llc	Const Remodel	\$84,211	\$86,046
4	Weber State University	Wsu Storage Building	Patriot Construction	Const Remodel	\$311,392	\$299,900
5	Juvenile Justice Services	Slate Canyon Youth Center Security Upgrade	Broderick & Henderson Construction Lc	Const Remodel	\$210,526	\$273,500
<b>Miscellaneous Construction</b>						<b>JAM</b>
6	Dept Of Comm & Culture	Rio Grande Depot Boiler Replacement	Commercial Mechanical Systems & Service	Mechanical	\$166,000	\$42,937
7	Juvenile Justice Services	Youth Corrections Slate Canyon Boiler Room Addition	Mechanical Service & Systems I	Mechanical	\$79,270	\$30,439



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

Jan-12

**REPORT OF CONTINGENCY RESERVE FUND**

PROJECT TITLE			GENERAL STATE FUNDS CURRENT TRANSFERS	TRANSPORTATION FUNDS CURRENT TRANSFERS	TOTAL TRANSFERS FROM CONTINGENCY	% TO CONSTR. BUDGET	PROJECT STATUS	% Complete
<b>BEGINNING BALANCE</b>			11,507,872.26	7,415.55				
<b>INCREASES TO CONTINGENCY RESERVE FUND</b>								
<b>FUNDING</b>								
09163	MATC	Geneva Building Planning	6,217.00	-	-	0.00%	Design	0%
11331	Corrections	AP&P Centers Kitchen Equipmrent Replacement	4,644.00	-	-	0.00%	Pending	0%
11271	DHS	Clearfield Carpet Replacement	153.87	-	-	0.00%	Closed	100%
<b>DECREASES TO CONTINGENCY RESERVE FUND</b>								
<b>NEW CONSTRUCTION</b>								
06291	USTAR	UU Neuroscience Research Center	(664,906.77)	-	3,930,574.30	2.41%	Construction	79%
06272	UOFU	David Eccles School Of Business	(58,658.72)	-	475,822.27	0.69%	Construction	43%
06297	Dixie	Holland Centennial Commons	(52,521.54)	-	338,889.85	0.74%	Construction	45%
07310	USU	Agriculture Building	(32,121.00)	-	1,415,958.00	3.01%	Construction	73%
09024	SLCC	SCC Center For New Media Bldg	(15,757.80)	-	479,714.31	1.05%	Construction	38%
02243	U OF U	Museum Of Natural History	(9,982.91)	-	466,031.80	0.52%	Construction	72%
10255	UNG	Logan Armory Remodel	(2,817.00)	-	2,817.00	0.28%	Construction	5%
10287	UNG	Cedar City Armory Remodel	(1,891.71)	-	1,891.71	0.19%	Pending	8%
09241	National Guard	Manti National Guard Armory Remodel	(878.71)	-	83,641.19	8.77%	Closed	100%
09020	UVU	Health Science Building Addition	(67.64)	-	894,695.71	1.85%	Construction	60%
09219	National Guard	Richfield National Guard Armory Upgrades	(42.98)	-	206,948.92	15.57%	Closed	100%
<b>REMODELING</b>								
11066	Wellsville DOT	Maintenance Strn Replacement	(90,192.13)	-	101,659.47	8.47%	Construction	62%
11172	Corrections	CUCF Acorn Facility Vacuum Toilet System	(49,731.00)	-	49,731.00	14.09%	Construction	3%
11114	Rio Grande Depot	Parking And Sidewalk Repairs	(11,069.50)	-	11,069.50	13.84%	Construction	97%
10186	Snow	Data Ctrs HVAC Improvs,Sever Vly Rooftop A/C	(7,579.00)	-	7,579.00	6.35%	Closed	100%
09213	UNG	Various Armories Upgrades	(6,580.70)	-	6,580.70	2.07%	Construction	67%
10196	Education	Buffmire Bldg Concrete/Asphalt Repairs	(5,365.00)	-	5,365.00	28.12%	Closed	100%
10266	UNG	Spanish Fork Armory Switches & Receptacles	(3,725.00)	-	11,954.00	3.45%	Construction	87%
07183	DNR	Admin Bldg HVAC Renovation	(2,906.05)	-	260,288.35	7.23%	Construction	92%
08068	SLCC	RRC Fountain Replacement	(2,387.99)	-	49,285.74	8.73%	Construction	94%
09050	DWS	South County Controls Upgrade	(1,532.16)	-	3,111.79	2.37%	Construction	100%
11191	DHS/ORS	Provo Regional Remodel	(731.00)	-	731.00	0.97%	Construction	0%
10267	UNG	Lehi Armory Replace Heating/Fire Systems	(481.00)	-	8,935.90	5.38%	Construction	92%
10115	Wildlife	Hardware Ranch Visitor Center Repairs	(272.50)	-	24,866.56	20.27%	Closed	100%
10078	USH	Power Substation Retaining Wall Stabilization	(217.22)	-	13,922.22	4.72%	Construction	90%
09037	SLCC	Rrc Irrigation System Upgrade	(84.32)	-	19,093.65	3.81%	Closed	100%
<b>TOTAL</b>			10,496,385.78	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

Feb-12

## REPORT OF CONTINGENCY RESERVE FUND

	PROJECT TITLE	GENERAL STATE FUNDS CURRENT TRANSFERS	TRANSPORTATION FUNDS CURRENT TRANSFERS	TOTAL TRANSFERS FROM CONTINGENCY	% TO CONSTR. BUDGET	PROJECT STATUS	% Complete
	<b>BEGINNING BALANCE</b>	10,496,385.78	7,415.55				
	<b>INCREASES TO CONTINGENCY RESERVE FUND</b>						
	<b>FUNDING</b>						
	None						
	<b>OTHER INCREASES</b>						
07049	WSU Heating Plant Boiler Replacement	18,183.70	-	168,006.89	5.29%	Construction	99%
	<b>DECREASES TO CONTINGENCY RESERVE FUND</b>						
	<b>NEW CONSTRUCTION</b>						
09020	UVU Health Science Building Addition	(67,296.36)	-	961,992.07	1.99%	Construction	62%
10287	UNG Cedar City Armory Remodel	(11,408.47)	-	13,300.18	1.33%	Construction	8%
07297	SUU Gibson Science Center Addition	(10,352.80)	-	587,760.43	3.11%	Construction	67%
11064	Tooele Applied Technology College Campus	(8,953.33)	-	8,953.33	0.06%	Design	0%
	<b>REMODELING</b>						
08068	SLCC RRC Fountain Replacement	(11,999.31)	-	61,285.05	10.06%	Closed	100%
11178	DIXIE North Plaza Parking Lot	(8,556.00)	-	8,556.00	7.70%	Construction	91%
11252	SLCC-RRC Replace Condensate Line	(3,679.00)	-	3,679.00	5.15%	Construction	93%
	<b>TOTAL</b>	10,392,324.21	7,415.55				



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

Jan-12

% of  
 Constr.

PROJECT TITLE	STATE FUNDS	DOT FUNDS	DESCRIPTION	Budget
<b><u>BEGINNING BALANCE</u></b>	<b><u>5,083,470</u></b>	<b><u>968,481</u></b>		
<b><u>INCREASES TO PROJECT RESERVE FUND:</u></b>				
Snow - Hunstman Library/Classroom Bldg A	393,065.24		Balance of Various Project Budgets	1.65%
UVU - Gunther Trades Building HVAC	139,783.23		Balance of Various Project Budgets	5.84%
ABC - Store #27 Loading Dock Improvements	120,000.00		Project Cancelled	100.00%
Fairpark - Water Master Plan	26,100.00		Project Residual	37.29%
SLCC - RRC Irrigation System	8,596.27		Balance of Construction, Design & Inspection Budget	1.73%
Capitol - East Garage Replace Security	1,318.00		Balance of Design, Inspection & Insurance Budgets	1.61%
OWATC - Campus Security	1,273.05		Balance of Inspection & Insurance Budgets	0.64%
SLCC - RRC Day Care Bldg Fire Supression	611.50		Balance of Design, Inspection & Insurance Budgets	0.87%
Corrections - Region III Card Reader Access	110.00		Balance of Inspection & Insurance Budgets	0.97%
<b><u>DECREASES TO PROJECT RESERVE FUND:</u></b>				
Transfer To DFCM Administrative Budget	(200,000.00)		PER 2010 SB #1, ITEM 34	
Transfer To DFCM Administrative Budget	(200,000.00)		PER 2011 HB #7, ITEM #15	
Health - ME Replace Cadaver Coolers	(44,847.00)		To Award Construction Contract	112.12%
TAX - HVAC Controls Upgrade	(22,806.00)		To Award Construction Contract	7.92%
Corrections - Olympus Facility Tile Replacement	(11,454.00)		To Award Construction Contract	30.14%
DUP - Carriage House Waterproofing	(6,828.00)		To Award Construction Contract	15.34%
ABC - Store #34 Dock Extension	(3,514.32)		Return To Project For Additional Construction Costs	3.62%
ORS - Provo Remodel	(733.00)		To Award Construction Contract	0.98%
<b><u>ENDING BALANCE</u></b>	<b><u>5,284,145.39</u></b>	<b><u>968,481.36</u></b>		