

AGENDA OF THE UTAH STATE BUILDING BOARD

Wednesday, May 4, 2016
Utah State Capitol Building, Room 250
Salt Lake City, Utah
9:00 am

- (Action) 1. **Approval of Minutes of April 6, 2016 Meeting** Tab 1
- (Action) 2. **Amendments to DFCM Rule R23-23, Health Reform – Health Insurance Coverage in State Contracts – Implementation**..... Tab 2
- (Action) 3. **Amended Long Term Lease Request in Cedar City, Utah for a New Public Safety and Department of Corrections Building** Tab 3
- (Action) 4. **Funding Certification for Southern Utah University’s New Business Building and Remodel of the Old Leavitt Business Building** Tab 4
- (Information) 5. **Administrative Report for University of Utah and Utah State University**..... Tab 5
- (Information) 6. **Administrative Report for DFCM** Tab 6
- (Information) 7. **Future Agenda Items** Tab 7

Following these agenda items, the meeting will adjourn and reconvene in Room 4112 State Office Building for the business portion of the meeting. Agenda items 8 – 13 are for discussion purposes only. No action will be taken on these items.

Business Meeting

- 8. **Discussion on Senate Bill 156 Required Rule Making**
- 9. **Discussion on O&M Database and Collection**
- 10. **Discussion on Uniform Presentation Document**
- 11. **State Building Board Secretarial Staffing Update**
- 12. **2016 State Building Board Tour Update**
- 13. **Capital Development Needs Statement Changes**

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



Gary R. Herbert
Governor

Utah State Building Board

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

MEMORANDUM

To Utah State Building Board
From: Jeff Reddoor
Date: May 4, 2016
Subject: **Approval of Minutes of April 6, 2016**

Attached for your review and approval are the Minutes of the April 6, 2016, Building Board Meeting.

JLR: cn
Attachments

Utah State Building Board



MEETING

April 6, 2016

MINUTES

Members in Attendance:

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

Guests in Attendance:

Jeff Reddoor	Utah State Building Board
Ken Hansen	Department of Administrative Services
Eric Tholen	Division of Facilities Construction & Management
Bruce Whittington	Division of Facilities Construction & Management
Jim Russell	Division of Facilities Construction & Management
Lee Fairbourn	Division of Facilities Construction & Management
Darrell Hunting	Division of Facilities Construction & Management
Dorothy Taylor	Division of Facilities Construction & Management
CeeCee Niederhauser	Division of Facilities Construction & Management
Bianca Shama	Division of Facilities Construction & Management
Alan Bachman	Attorney General's Office
Nicole Alder	Attorney General's Office
Rich Amon	USHE
Ken Nye	University of Utah
Ben Berrett	Utah State University
Bob Askerlund	Salt Lake Community College
Malin Francis	Salt Lake Community College
Ezra Nielsen	Salt Lake Community College
Tiger Funk	Southern Utah University
Darek Sagers	Utah National Guard
Julie Attig	Reaveley Engineers
Tiffany Woods	Spectrum Engineers
Greg Warner	State Fair Park
Frank Young	Utah Valley University

Kurt Baxter	Utah Valley University
Joel Coleman	Utah School for the Blind and Disabled
Jim Nielson	Axis Architects
Fran Pruyn	CRSA
Tom Jensen	Wadman Engineering
Channing Adler	EDA Architects
John Shuttleworth	EDA Architects
Lori Haglund	VBFA
Sherry Ruesch	Dixie State University
Vicky Golie	Babcock Design Group

On Wednesday, April 6, 2016, the Utah State Building Board held a regularly scheduled meeting in Room 250 of the Utah State Capitol Building, Salt Lake City, Utah. Chair Ned Carnahan called the meeting to order at 9:05 am.

☐ APPROVAL OF MEETING MINUTES OF March 2, 2016

Chair Carnahan asked for comments or corrections to the minutes. Cee Cee Niederhauser stated further clarification should be added to page 1, paragraph 1 of the minutes to read: "Bob Fitch participated in the meeting via telephone." In addition, on page 4, paragraph 4, a sentence should be added which states: "There was not a quorum present."

MOTION: Gordon Snow moved to approve the Minutes of March 2, 2016 with the corrections and additions as noted. The motion was seconded by David Tanner and passed unanimously.

☐ REQUEST FOR APPROVAL OF REVOLVING LOAN FUND FOR SALT LAKE COMMUNITY COLLEGE

DFCM Energy Manager Bianca Shama reported SLCC is requesting a loan in the amount of \$519,930. This request is to install a combined heat and power system at the central plant of the Jordan Campus. It is estimated this project will have an annual savings of approximately \$75,000 with payback estimated at 6.5 years. Repayment for this loan will begin in early 2017. This project will result in significant energy and cost savings, extra capacity in the campus hot water system, and reduced overall campus source emissions. After this loan is issued, the balance of the Fund will be approximately \$500,000. SLCC Energy Manager Ezra Nielsen clarified this CHP System, which generates electricity using natural gas, is similar to the one at Utah State University but much smaller. Vice President of Facilities Bob Askerlund answered questions from the Board and confirmed this system is a natural fit for the campus.

MOTION: David Tanner moved to approve the Revolving Loan Request from Salt Lake Community College. The motion was seconded by Chip Nelson and passed unanimously.

☐ REQUEST FOR APPROVAL OF THE STATE'S NEW "EXISTING BUILDING" METERING STANDARD

Bianca Shama reported this document closely mirrors DFCM's High Performance Building

Standard, but addresses the needs of existing buildings. The standard is necessary in order to meet the requirements of Section 3.5 and 3.6 of the Facility Maintenance Standards which were revised on September 1, 2015. It will provide guidance and consistency across the state as an increased number of energy meters are being installed and set the minimum standard of performance for building level meters. A draft of this standard was distributed to all agencies/institutions, as well as the construction/design community on December 15, 2015. Comments received were reviewed and incorporated into the final document and then redistributed for comment on February 11, 2016. There were no fundamental concerns during the second comment period of the revised document.

MOTION: David Tanner moved to approve the New “Existing Building” Metering Standard. The motion was seconded by David Fitzsimmons and passed unanimously.

❑ FUNDING CERTIFICATION FOR THE SALT LAKE COMMUNITY COLLEGE CAREER AND TECHNOLOGY EDUCATION CENTER AT WESTPOINTE

Jeff Reddoor reviewed the intent language from the Legislature last year requiring certification of other funds (donations or institutional funding) for new projects. After discussion with Legislators and Fiscal Analysts, the Board will implement this again for new Capital Development projects. The Legislature appropriated \$42,590,500 for the Career and Technology Building at Westpointe with \$250,000 of private donations from the College. Bob Askerlund presented a letter of certification of other funds from SLCC President Denece Huftalin. The letter verified that SLCC has received a commitment of \$250,000 from Hexcel Corporation to support their composites lab at the Westpointe Center. President Huftalin confirmed if an unforeseen problem arises that cancels this funding, SLCC has the capacity and will pay for project costs. Board members had concerns with the Hexcel Donor Agreement which accompanied the letter and indicated \$200,000 in capital equipment for the lab, ongoing materials donations at a market value of \$5,000 for the next 5 years, and \$25,000 in scholarships over the next 5 years. After discussion, the Board felt confident with this arrangement since funds from Hexcel would be guaranteed by the College.

MOTION: Gordon Snow moved to approve the Funding Certification for SLCC’s Career and Technology Education Center at Westpointe and recommended the project move forward. The motion was seconded by David Tanner and passed unanimously.

❑ FUNDING CERTIFICATION FOR THE UTAH STATE UNIVERSITY BIOLOGICAL SCIENCES BUILDING

The Legislature recently appropriated \$28,000,000 in FY 2017 and \$10,000,000 in FY 2018 for the Biological Sciences Building. This \$38,000,000 will be combined with \$7,000,000 from private donations and other institutional sources for a total of \$45,000,000 for this project. Ben Berrett, Director of Planning, Design and Construction for Utah State University presented a certification letter from President Stan Albrecht and Vice President for Business & Finance David Cowley confirming that USU has the entire \$7,000,000 of non-state funds on hand and immediately available for this project. There was an issue concerning the amount of funds

being issued from the Legislature and the timing of these funds. Jeff Reddoor stated the Board is charged with certifying only the non-state portion of the funding for this project which is the \$7,000,000.

MOTION: Gordon Snow moved to approve the Funding Certification for the Utah State University Biological Sciences Building and recommended the project move forward. The motion was seconded by Chip Nelson and passed unanimously.

❑ REQUEST FOR APPROVAL OF DESIGN AND CONSTRUCTION OF THE ATHLETIC FIELD DOME AT THE UTAH VALLEY UNIVERSITY VINEYARD CAMPUS

UVU Vice President of Facilities Frank Young, and Kurt Baxter, Director of Engineering/Space, presented UVU's request to begin study and planning for a dome to cover the athletic fields at the Vineyard Campus. Chair Carnahan clarified this request: This is for design/construction. No state funds will be used for this structure with WAC Conference affiliation funds providing construction revenue. O&M will be provided from athletic team budgets using these facilities. The estimated cost is \$1.5 Million. The Board had concerns with O&M funding for this facility and the durability of this type of air structure dome.

Chair Carnahan recognized the attendance of Representative Gage Froerer at the meeting.

The Board questioned if there would be a student fee increase. Mr. Young clarified this will be supported by a user fee, not a student fee. The Board continued to have reservations concerning this project and suggested further study.

MOTION: David Tanner moved to request UVU return to the Board with a study on different building types that would fit their need for an athletic covering and that O&M cost and life cycle cost for each building type be addressed in this study. The motion was seconded by Gordon Snow and passed unanimously.

❑ REQUEST FOR APPROVAL OF A REALLOCATION OF FY 2014 CAPITAL IMPROVEMENT FUNDS FOR UTAH COURTS FROM THE PROVO JUVENILE COURTS BOILER AND VAV BOX REPLACEMENT PROJECT TO THE FIFTH DISTRICT IRON COUNTY CEDAR CITY COURTS

Alyn Lunceford from Utah Courts reported in FY 2014 they received an allocation of \$257,364 in Capital Improvement funds for the Provo Juvenile Courts Boiler and VAV Box Replacement Project. After thorough investigation, these problems were resolved by DFCM by rebalancing the existing HVAC system and repairing the boiler system rather than replacement. Utah Courts is requesting this \$257,364 be reallocated to the Cedar City Courts Infrastructure Updates which will include the remodel of the public restrooms, public waiting area, and expansion of security fence for additional parking and landscaping in the front of the building. Utah Courts believes this remodel will best prepare this building for occupancy by the Department of Juvenile Justice Services when the new Fourth District Court Facility in Provo is completed in 2019. Jeff Reddoor expressed his support for this reallocation.

MOTION: David Fitzsimmons moved to approve the Reallocation of FY 2014 Funds for Utah Courts from the Provo Juvenile Courts Boiler and Vav Box Replacement Project to the Fifth District Iron County Cedar City Courts. The motion was seconded by Fred Hunsaker and passed unanimously.

REQUEST FOR APPROVAL OF FY 2017 CAPITAL IMPROVEMENT FUNDING

Jeff Reddoor presented the FY 2017 Capital Improvement List. Highlights for this list show 63% of funds will go to higher education (including ATC's) with 37% going to state agencies. Many critical life/safety projects were addressed with this year's funding and are listed on the last page: 1) Unified Lab First Floor Life Safety Repairs; 2) DWR Statewide Radon Mitigation; 3) Statewide Energy Metering Project; and 4) Retrofit of State Owned Fuel Tanks to Meet EPA Requirements. The List also shows a \$40,000 appropriation for the Structural Snow Load Study under Statewide Programs which may be re-appropriated in the future. The \$250,000 allocation for the Planning Fund is to allow programming for the Department of Agriculture Building Replacement. Capital Improvements were funded at 1.1% resulting in \$117,825,100. With this level of funding, the state is actually seeing a decrease in the deferred maintenance backlog.

MOTION: Fred Hunsaker moved to approve the FY 2017 Capital Improvement Funding. The motion was seconded by David Fitzsimmons and passed unanimously.

Prior to the monthly reports, Chair Carnahan stated four Board members were assigned to analyze content, formatting and documentation for the following reports:

David Fitzsimmons	University of Utah
Fred Hunsaker	Utah State University
David Tanner	DFCM
Ned Carnahan	UDOT

□ UNIVERSITY REPORTS

Ken Nye, Facilities Business Director at the University of Utah, reported Mr. Fitzsimmons had recently contacted him with suggestions for the U of U monthly report. There were 13 design agreements and 7 planning/other types of agreements. The most significant agreement awarded was for design on the Hospital Cath Lab with a project budget of almost \$2 Million for medical equipment. Construction contracts included one new space contract, 11 remodeling contracts and 2 site improvements. The most significant construction contract awarded was the CM/GC contract for the Alumni House Addition which was authorized by the Legislature as part of the FY 2015 Revenue Bond Bill. Project Reserve Fund had no significant activity. The Contingency Reserve had one large draw of \$117,775 for asbestos abatement of insulation covering one of the old expansion tanks that had been contaminated with asbestos patching material used in the past to repair cracks.

Ben Berrett, Director of Planning, Design and Construction for Utah State University, reported there were 5 professional contracts this month. The most significant was a Medium Voltage Upgrade for FY 15 for a design contract to replace a section of the distribution system and a

Medium Voltage Upgrade to recalibrate the switch gear for a large generator at the central plant. There were 5 construction contracts. The most significant included an update to the emergency egress lighting and generator at the Spectrum and an elevator upgrade to replace two electronic control and transfer systems. There were no increases to the Contingency Reserve; however there were two draws from the fund – for a campus controls upgrade of air handler replacement/controls for \$21,657.65 and the Morgan Theater Upgrade for \$2,553.56. The Project Reserve Fund received contributions from several projects which closed this month. Notable was Old Main Roof Replacement North Wing and Health LS Code Asbestos FY 14. There were two decreases to the fund for contracts awarded for the Spectrum Emergency Lighting and Elevator Upgrades. The Contingency and Project Reserve are healthy. Fred Hunsaker commented on the importance of analyzing the monthly reports to determine if they are measuring the correct things. He would like to see the addition of performance measurements in the report and information of any trends in the construction industry such as material costs or accessibilities.

❑ ADMINISTRATIVE REPORT FOR DFCM

DFCM Director Eric Tholen commented that DFCM will look forward to feedback from the Board concerning their monthly report. DFCM had 6 renewals of existing leases this reporting period. There were 38 professional service agreements (23 were for design and 15 planning/other agreements), and 37 construction contracts. Notable is a CM/GC contract on the Carbon County Courts Facility and the DUP Museum Replacement Compressor which came in with high bids and will draw on FY 2017 funds to complete construction. In addition, Mountainland Applied Technology College HVAC Improvements Project will draw upon Project Reserve Fund to make the award. This award will show up in next month's report. The Capital Development Contingency Reserve Fund saw transfers to 4 projects this period for a total of \$338,000 and received zero transfers to the fund. The fund currently has a balance of \$6.5 Million. The Capital Improvement Contingency Reserve Fund saw transfers to 12 projects for a total of \$147,000 and received funds from one project for \$9,445. The fund saw an increase from \$5.2 Million last month to \$6.9 Million. Mr. Tholen noted as per HB 2, \$5 Million of the Contingency Reserve will be transferred out to the General Fund during the next reporting cycle. The Capital Development Project Reserve Fund had two transfers totaling \$1.2 Million. This fund had a starting balance of \$1.8 Million and an ending balance of \$3 Million. The Capital Improvement Project Reserve had 16 transfers into the fund totally \$514,000 and 5 transfers out of the fund totally \$159,000. The current balance went up from \$5.8 Million to \$6.2 Million; however, as per HB 2, \$1.225 Million will be transferred from the Project Reserve to the General Fund. This month there is a Project Reserve Activity Report which lists agency totals for increases and decreases to this fund over a 12 month period.

David Tanner suggested some additions to the report might include a DFCM report on the impacts of the withdrawal of funds by the Legislature. A quarterly economic trend to show happenings in the construction industry and the possible financial impact on specific projects would be helpful with projections for the coming year. In addition, Mr. Tanner suggested further explanation on recently issued contracts should be included (what DFCM is seeing and why).

❑ FUTURE AGENDA ITEMS

- 1) Jeff Reddoor presented the 2016 General Session Appropriations for Capital Development.
- 2) SB 156 will require the Building Board to make new rules concerning adjustments for O&M. This will be discussed in the May Business Meeting. Several Board members requested a copy of this bill.
- 3) Capital Improvements saw an adjustment in funding from \$2.5 Million to \$3.5 Million.
- 4) Site utility infrastructure upgrades up to \$7 Million will now be funded through Capital Improvements.
- 5) Chair Carnahan reported the IGG Subcommittee has requested the Building Board develop a process for land banking.
- 6) Chip Nelson requested the Chair forward the template for presentations to Board members.
- 7) Last year the Legislature funded \$250,000 for an Infrastructure Inventory Study which identified the infrastructure components of all state properties. This information will now be moved to the Automated Geographic Reference Center (AGRC) and available to the public.
- 8) August 17 and 18 will be the Capital Development Tour. The Board will travel in Blackhawk helicopters with the UNG. Send your acceptance of helicopter flight to Chair Carnahan.
- 9) Meetings with the Board of Regents to discuss the prioritization process will be held in the near future.

□ ADJOURNMENT

MOTION: Chip Nelson moved to adjourn the meeting. The motion was seconded by David Tanner and passed unanimously.

The meeting adjourned at 11:48 am.



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: Eric R. Tholen, Director
Date: April 27, 2016
Subject: **Amendments to DFCM Rule 23-23, Health Reform -- Health Insurance Coverage in State Contracts -- Implementation.**
Presenter: Alan Bachman, Assistant Attorney General

DFCM is recommending amendments to Rule 23-23, Health Reform -- Health Insurance Coverage in State Contracts -- Implementation, in order to comply with HB 282 of the 2016 General Legislative Session. Please find the attached rule with the proposed amendments for your consideration and approval, as well as a copy of HB 282, for your records.

Recommendation:

It is recommended that the Board authorize the filing of the amendments for Rule R23-23 at their scheduled Board meeting on May 4, 2016. If approved, these amendments will get filed as an Emergency Rule in order to comply with HB 282, and will also be filed as an amendment before or on the next filing deadline. After being filed, the amendments will be published in the Utah State Bulletin.

Background:

Rule R23-23, under the authority of the Board, provides for the discharge of the duties of the Division of Facilities Construction and Management as well as Section 63A-5-205 which requires this rule related to health insurance provisions in certain design and/or construction contracts. Amendments were made to reflect the changes in Utah State Code. DFCM is requesting that an emergency and regular rule to be filed.

AB: cg

Attachment: Rule R23-23 (with proposed amendments)

R23. Administrative Services, Facilities Construction and Management.

R23-23. Health Reform -- Health Insurance Coverage in State Contracts -- Implementation.

R23-23-1. Purpose.

The purpose of this rule is to comply with the provisions of Section 63A-5-205.

R23-23-2. Authority.

This rule is authorized under Subsection 63A-5-103(1)(e), which directs the Utah State Building Board to make rules necessary for the discharge of the duties of the Division of Facilities Construction and Management as well as Section 63A-5-205 which requires this rule related to health insurance provisions in certain design and/or construction contracts.

R23-23-3. Definitions.

(1) Except as otherwise stated in this rule, terms used in this rule are defined in Section 63A-5-205.

(2) In addition:

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

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

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

(d) "Employee(s)" means an "employee," "worker," or "operative" as defined in Section 34A-2-104 who:

(i) works at least 30 hours per calendar week; and

(ii) meets employer eligibility waiting requirements for health care insurance which may not exceed the first day of the calendar month following 60 days from the date of hire.

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

R23-23-4. Applicability of Rule.

(1) Except as provided in Subsection R23-23-4(2) below, this Rule R23-23 applies to all design or construction contracts entered into by the Division or the Board on or after July 1, 2009, and

(a) applies to a prime contractor if the prime contract is in the amount of \$1,500,000 or greater; and

(b) applies to a subcontractor if the subcontract is in the amount of \$750,000 or greater.

(2) This Rule R23-23 does not apply if:

(a) the application of this Rule R23-23 jeopardizes the receipt of federal funds;

(b) the contract is a sole source contract; or

(c) the contract is an emergency procurement.

(3) This Rule R23-23 does not apply to a change order as defined in Section 63G-6a-103, or a modification to a contract, when the contract does not meet the initial threshold required by Subsection R23-23-4(1).

(4) A person who intentionally uses change orders or contract modifications to circumvent the requirements of subsection (1) is guilty of an infraction.

R23-23-5. Contractor to Comply with Section 63A-5-205.

All contractors and subcontractors that are subject to the requirements of Section 63A-5-205 shall comply with all the requirements, penalties and liabilities of Section 63A-5-205.

R23-23-6. Not Basis for Protest or Suspend, Disrupt, or Terminate Design or Construction.

(1) The failure of a contractor or subcontractor to provide qualified health insurance coverage as required by this rule or Section 63A-5-205:

(a) may not be the basis for a protest or other action from a prospective bidder, offeror, or contractor under Section 63G-6a-1603 or any other provision in Title 63G, Chapter 6a, Utah Procurement Code; and

(b) may not be used by the procurement entity or a prospective bidder, offeror, or contractor as a basis for any action or suit that would suspend, disrupt or terminate the design or construction.

R23-23-7. Requirements and Procedures a Contractor Must Follow.

A contractor (including consultants and designers) must comply with the following requirements and procedures in order to demonstrate compliance with Section 63A-5-205.

(1) Demonstrating Compliance with Health Insurance Requirements. The following requirements must be met by a contractor (including consultants, designers and others under contract with the Division) that is subject to the requirements of this Rule no later than the time the contract is entered into or renewed:

(a) demonstrate compliance by a written certification to the Director that the contractor has and will maintain for the duration of the contract an offer of qualified health insurance coverage for the contractor's employees and the employee's dependents; and

(b) The contractor shall also provide such written certification prior to the execution of the contract, in regard to all subcontractors (including subconsultants) at any tier that is subject to the requirements of this Rule.

(2) Recertification. The Director shall have the right to request a recertification by the contractor by submitting a written request to the contractor, and the contractor shall so comply with the written request within ten (10) working days of receipt of the written request; however, in no case may the contractor be required to demonstrate such compliance more than twice in any 12-month period.

(3) Demonstrating Compliance with Actuarially Equivalent Determination. The actuarially equivalent determination required by Subsection 63A-5-205(1)(e) and defined in Section 26-40-115 is met by the contractor if the contractor provides the Director with a written statement of actuarial equivalency from either the Utah Insurance Department; an actuary selected by the contractor or the contractor's insurer; or an underwriter who is responsible for developing the employer group's premium rates.

For purposes of this Rule R23-23-7(3), actuarially equivalency is achieved by

meeting or exceeding the requirements of Section 26-40-115 which are also delineated on the DFCM website at http://dfcm.utah.gov/downloads/1const/Health_Insurance_Benchmark.pdf.

(4) The health insurance must be available upon the first day of the calendar month following sixty (60) days from the date of hire.

(5) Architect and Engineer Compliance Process. Architects and engineers that are subject to this Rule must demonstrate compliance with this Rule in any annual submittal under Section 63G-6-702. During the procurement process and no later than the execution of the contract with the architect or engineer, the architect or engineer shall confirm that their applicable subcontractors or subconsultants meet the requirements of this Rule.

(6) General (Prime) Contractors Compliance Process. Contractors that are subject to this Rule must demonstrate compliance with this Rule for their own firm and any applicable subcontractors, in any pre-qualification process that may be used for the procurement. At the time of execution of the contract, the contractor shall confirm that their applicable subcontractors or subconsultants meet the requirements of this Rule.

(7) Notwithstanding any prequalification process, any contract subject to this Rule shall contain a provision requiring compliance with this Rule from the time of execution and throughout the duration of the contract.

(8) Hearing and Penalties.

(a) Hearing. Any hearing for any penalty under this Rule conducted by the Board or the Division shall be conducted in the same manner as any hearing required for a suspension or debarment.

(b) Penalties that may be imposed by Board or Division. The penalties that may be imposed by the Board or the Division if a contractor, consultant, subcontractor or subconsultant, at any tier, intentionally violates the provisions of this Rule R23-23, may include:

(i) a three-month suspension of the contractor or subcontractor from entering into future contracts with the State upon the first violation, regardless of which tier the contractor or subcontractor is involved with the future design and/or construction contract;

(ii) a six-month suspension of the contractor or subcontractor from entering into future contracts with the State upon the second violation, regardless of which tier the contractor or subcontractor is involved with the future design and/or construction contract;

(iii) an action for debarment of the contractor or subcontractor in accordance with Section 63G-6a-904 upon the third or subsequent violation; and

(iv) monetary penalties which may not exceed 50 percent of the amount necessary to purchase qualified health insurance coverage for an employee and the dependents of an employee of the contractor or subcontractor who was not offered qualified health insurance coverage during the duration of the contract.

(c)(i) In addition to the penalties imposed above, a contractor, consultant, subcontractor or subconsultant who intentionally violates the provisions of this rule shall be liable to the employee for health care costs that would have been covered by qualified health insurance coverage.

(ii) An employer has an affirmative defense to a cause of action under Subsection

R23-23-7(8)(c)(i) as provided in Subsection 63A-5-205(3)(g)(ii).

R23-23-8. Not Create any Contractual Relationship with any Subcontractor or Subconsultant.

Nothing in this Rule shall be construed as to create any contractual relationship whatsoever between the State of Utah, the Board, or the Division with any subcontractor or subconsultant at any tier.

KEY: health insurance, contractors, contracts, contract requirements

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

Notice of Continuation: June 10, 2014

Authorizing, and Implemented or Interpreted Law: 63A-5-103(1)(e); 63A-5-205

1 **STATE CONTRACTOR EMPLOYEE HEALTH COVERAGE**

2 **AMENDMENTS**

3 2016 GENERAL SESSION

4 STATE OF UTAH

5 **Chief Sponsor: James A. Dunnigan**

6 Senate Sponsor: Curtis S. Bramble

8 **LONG TITLE**

9 **General Description:**

10 This bill addresses employee health insurance requirements for state contractors.

11 **Highlighted Provisions:**

12 This bill:

- 13 ▶ amends the types of contracts that trigger a state contractor's employee health
- 14 insurance requirements;
- 15 ▶ amends provisions for a state contractor to demonstrate compliance;
- 16 ▶ amends employee health insurance requirements;
- 17 ▶ requires the Department of Health to post a benchmark plan for qualified health
- 18 insurance coverage; and
- 19 ▶ makes technical changes.

20 **Money Appropriated in this Bill:**

21 None

22 **Other Special Clauses:**

23 This bill provides a special effective date.

24 **Utah Code Sections Affected:**

25 AMENDS:

26 **17B-2a-818.5**, as last amended by Laws of Utah 2014, Chapter 425

27 **19-1-206**, as last amended by Laws of Utah 2014, Chapter 425

28 **26-40-115**, as last amended by Laws of Utah 2015, Chapter 107

29 **63A-5-205**, as last amended by Laws of Utah 2014, Chapter 425

30 **63C-9-403**, as last amended by Laws of Utah 2014, Chapter 425

31 **72-6-107.5**, as last amended by Laws of Utah 2014, Chapter 425

32 **79-2-404**, as last amended by Laws of Utah 2014, Chapter 425

33

34 *Be it enacted by the Legislature of the state of Utah:*

35 Section 1. Section **17B-2a-818.5** is amended to read:

36 **17B-2a-818.5. Contracting powers of public transit districts -- Health insurance**
37 **coverage.**

38 (1) For purposes of this section:

39 (a) "Employee" means an "employee," "worker," or "operative" as defined in Section
40 **34A-2-104** who:

41 (i) works at least 30 hours per calendar week; and

42 (ii) meets employer eligibility waiting requirements for health care insurance which
43 may not exceed the first day of the calendar month following 60 days from the date of hire.

44 (b) "Health benefit plan" [~~has the same meaning as provided~~] means the same as that
45 term is defined in Section **31A-1-301**.

46 (c) "Qualified health insurance coverage" [~~is as~~] means the same as that term is defined
47 in Section **26-40-115**.

48 (d) "Subcontractor" [~~has the same meaning provided for~~] means the same as that term
49 is defined in Section **63A-5-208**.

50 (2) (a) Except as provided in Subsection (3), this section applies to a design or
51 construction contract entered into by the public transit district on or after July 1, 2009, and to a
52 prime contractor or to a subcontractor in accordance with Subsection (2)(b).

53 (b) (i) A prime contractor is subject to this section if the prime contract is in the
54 amount of [~~\$1,500,000~~] \$2,000,000 or greater at the original execution of the contract.

55 (ii) A subcontractor is subject to this section if a subcontract is in the amount of
56 [~~\$750,000~~] \$1,000,000 or greater at the original execution of the contract.

57 (3) This section does not apply if:

58 (a) the application of this section jeopardizes the receipt of federal funds;

59 (b) the contract is a sole source contract; or

60 (c) the contract is an emergency procurement.

61 (4) (a) This section does not apply to a change order as defined in Section 63G-6a-103,
62 or a modification to a contract, when the contract does not meet the initial threshold required
63 by Subsection (2).

64 (b) A person who intentionally uses change orders or contract modifications to
65 circumvent the requirements of Subsection (2) is guilty of an infraction.

66 (5) (a) A contractor subject to Subsection (2) shall demonstrate to the public transit
67 district that the contractor has and will maintain an offer of qualified health insurance coverage
68 for the contractor's employees and the employee's dependents during the duration of the
69 contract.

70 ~~[(b) If a subcontractor of the contractor is subject to Subsection (2)(b), the contractor~~
71 ~~shall demonstrate to the public transit district that the subcontractor has and will maintain an~~
72 ~~offer of qualified health insurance coverage for the subcontractor's employees and the~~
73 ~~employee's dependents during the duration of the contract.]~~

74 (b) If a subcontractor of the contractor is subject to Subsection (2)(b), the contractor
75 shall:

76 (i) place a requirement in the subcontract that the subcontractor shall obtain and
77 maintain an offer of qualified health insurance coverage for the subcontractor's employees and
78 the employees' dependants during the duration of the subcontract; and

79 (ii) certify to the public transit district that the subcontractor has and will maintain an
80 offer of qualified health insurance coverage for the subcontractor's employees and the
81 employees' dependents during the duration of the prime contract.

82 (c) (i) (A) A contractor who fails to meet the requirements of Subsection (5)(a) during
83 the duration of the contract is subject to penalties in accordance with an ordinance adopted by
84 the public transit district under Subsection (6).

85 (B) A contractor is not subject to penalties for the failure of a subcontractor to meet the

86 requirements of Subsection (5)(b).

87 (ii) (A) A subcontractor who fails to meet the requirements of Subsection (5)(b) during
88 the duration of the contract is subject to penalties in accordance with an ordinance adopted by
89 the public transit district under Subsection (6).

90 (B) A subcontractor is not subject to penalties for the failure of a contractor to meet the
91 requirements of Subsection (5)(a).

92 (6) The public transit district shall adopt ordinances:

93 (a) in coordination with:

94 (i) the Department of Environmental Quality in accordance with Section 19-1-206;

95 (ii) the Department of Natural Resources in accordance with Section 79-2-404;

96 (iii) the State Building Board in accordance with Section 63A-5-205;

97 (iv) the State Capitol Preservation Board in accordance with Section 63C-9-403; and

98 (v) the Department of Transportation in accordance with Section 72-6-107.5; and

99 (b) ~~which~~ that establish:

100 (i) the requirements and procedures a contractor shall follow to demonstrate to the
101 public transit district compliance with this section ~~which~~ that shall include:

102 (A) that a contractor ~~will not have to~~ shall demonstrate compliance with Subsection
103 (5)(a) or (b) ~~more than twice in any 12-month period; and~~ at the time of the execution of each
104 initial contract described in Subsection (2)(b);

105 (B) that the contractor's compliance is subject to an audit by the public transit district
106 or the Office of the Legislative Auditor General; and

107 ~~(B)~~ (C) that the actuarially equivalent determination required for the qualified health
108 insurance coverage in Subsection (1) is met by the contractor if the contractor provides the
109 department or division with a written statement of actuarial equivalency, which is no more than
110 one year old, regarding the contractor's offer of qualified health coverage from ~~either: (f) the~~
111 ~~Utah Insurance Department; (H)~~ an actuary selected by the contractor or the contractor's
112 insurer[;], or ~~(H)~~ an underwriter who is responsible for developing the employer group's
113 premium rates;

114 (ii) the penalties that may be imposed if a contractor or subcontractor intentionally
115 violates the provisions of this section, which may include:

116 (A) a three-month suspension of the contractor or subcontractor from entering into
117 future contracts with the public transit district upon the first violation;

118 (B) a six-month suspension of the contractor or subcontractor from entering into future
119 contracts with the public transit district upon the second violation;

120 (C) an action for debarment of the contractor or subcontractor in accordance with
121 Section [63G-6a-904](#) upon the third or subsequent violation; and

122 (D) monetary penalties which may not exceed 50% of the amount necessary to
123 purchase qualified health insurance coverage for employees and dependents of employees of
124 the contractor or subcontractor who were not offered qualified health insurance coverage
125 during the duration of the contract; and

126 (iii) a website on which the district shall post the commercially equivalent benchmark,
127 for the qualified health insurance coverage identified in Subsection (1)(c), that is provided by
128 the Department of Health, in accordance with Subsection [26-40-115\(2\)](#).

129 (7) (a) (i) In addition to the penalties imposed under Subsection (6)(b)(ii), a contractor
130 or subcontractor who intentionally violates the provisions of this section shall be liable to the
131 employee for health care costs that would have been covered by qualified health insurance
132 coverage.

133 (ii) An employer has an affirmative defense to a cause of action under Subsection
134 (7)(a)(i) if:

135 (A) the employer relied in good faith on a written statement of actuarial equivalency
136 provided by an:

137 (I) actuary; or

138 (II) underwriter who is responsible for developing the employer group's premium rates;

139 or

140 (B) a department or division determines that compliance with this section is not
141 required under the provisions of Subsection (3) or (4).

142 (b) An employee has a private right of action only against the employee's employer to
143 enforce the provisions of this Subsection (7).

144 (8) Any penalties imposed and collected under this section shall be deposited into the
145 Medicaid Restricted Account created in Section 26-18-402.

146 (9) The failure of a contractor or subcontractor to provide qualified health insurance
147 coverage as required by this section:

148 (a) may not be the basis for a protest or other action from a prospective bidder, offeror,
149 or contractor under Section 63G-6a-1603 or any other provision in Title 63G, Chapter 6a, Utah
150 Procurement Code; and

151 (b) may not be used by the procurement entity or a prospective bidder, offeror, or
152 contractor as a basis for any action or suit that would suspend, disrupt, or terminate the design
153 or construction.

154 Section 2. Section 19-1-206 is amended to read:

155 **19-1-206. Contracting powers of department -- Health insurance coverage.**

156 (1) For purposes of this section:

157 (a) "Employee" means an "employee," "worker," or "operative" as defined in Section
158 34A-2-104 who:

159 (i) works at least 30 hours per calendar week; and

160 (ii) meets employer eligibility waiting requirements for health care insurance which
161 may not exceed the first day of the calendar month following 60 days from the date of hire.

162 (b) "Health benefit plan" [~~has the same meaning as provided~~] means the same as that
163 term is defined in Section 31A-1-301.

164 (c) "Qualified health insurance coverage" [~~is as~~] means the same as that term is defined
165 in Section 26-40-115.

166 (d) "Subcontractor" [~~has the same meaning provided for~~] means the same as that term
167 is defined in Section 63A-5-208.

168 (2) (a) Except as provided in Subsection (3), this section applies to a design or
169 construction contract entered into by or delegated to the department or a division or board of

170 the department on or after July 1, 2009, and to a prime contractor or subcontractor in
171 accordance with Subsection (2)(b).

172 (b) (i) A prime contractor is subject to this section if the prime contract is in the
173 amount of [~~\$1,500,000~~] \$2,000,000 or greater at the original execution of the contract.

174 (ii) A subcontractor is subject to this section if a subcontract is in the amount of
175 [~~\$750,000~~] \$1,000,000 or greater at the original execution of the contract.

176 (3) This section does not apply to contracts entered into by the department or a division
177 or board of the department if:

178 (a) the application of this section jeopardizes the receipt of federal funds;

179 (b) the contract or agreement is between:

180 (i) the department or a division or board of the department; and

181 (ii) (A) another agency of the state;

182 (B) the federal government;

183 (C) another state;

184 (D) an interstate agency;

185 (E) a political subdivision of this state; or

186 (F) a political subdivision of another state;

187 (c) the executive director determines that applying the requirements of this section to a
188 particular contract interferes with the effective response to an immediate health and safety
189 threat from the environment; or

190 (d) the contract is:

191 (i) a sole source contract; or

192 (ii) an emergency procurement.

193 (4) (a) This section does not apply to a change order as defined in Section [63G-6a-103](#),
194 or a modification to a contract, when the contract does not meet the initial threshold required
195 by Subsection (2).

196 (b) A person who intentionally uses change orders or contract modifications to
197 circumvent the requirements of Subsection (2) is guilty of an infraction.

198 (5) (a) A contractor subject to Subsection (2) shall demonstrate to the executive
199 director that the contractor has and will maintain an offer of qualified health insurance
200 coverage for the contractor's employees and the employees' dependents during the duration of
201 the contract.

202 ~~[(b) If a subcontractor of the contractor is subject to Subsection (2), the contractor shall~~
203 ~~demonstrate to the executive director that the subcontractor has and will maintain an offer of~~
204 ~~qualified health insurance coverage for the subcontractor's employees and the employees'~~
205 ~~dependents during the duration of the contract.]~~

206 (b) If a subcontractor of the contractor is subject to Subsection (2), the contractor shall:

207 (i) place a requirement in the subcontract that the subcontractor shall obtain and
208 maintain an offer of qualified health insurance coverage for the subcontractor's employees and
209 the employees' dependants during the duration of the subcontract; and

210 (ii) certify to the executive director that the subcontractor has and will maintain an
211 offer of qualified health insurance coverage for the subcontractor's employees and the
212 employees' dependents during the duration of the prime contract.

213 (c) (i) (A) A contractor who fails to comply with Subsection (5)(a) during the duration
214 of the contract is subject to penalties in accordance with administrative rules adopted by the
215 department under Subsection (6).

216 (B) A contractor is not subject to penalties for the failure of a subcontractor to meet the
217 requirements of Subsection (5)(b).

218 (ii) (A) A subcontractor who fails to meet the requirements of Subsection (5)(b) during
219 the duration of the contract is subject to penalties in accordance with administrative rules
220 adopted by the department under Subsection (6).

221 (B) A subcontractor is not subject to penalties for the failure of a contractor to meet the
222 requirements of Subsection (5)(a).

223 (6) The department shall adopt administrative rules:

224 (a) in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act;

225 (b) in coordination with:

- 226 (i) a public transit district in accordance with Section 17B-2a-818.5;
- 227 (ii) the Department of Natural Resources in accordance with Section 79-2-404;
- 228 (iii) the State Building Board in accordance with Section 63A-5-205;
- 229 (iv) the State Capitol Preservation Board in accordance with Section 63C-9-403;
- 230 (v) the Department of Transportation in accordance with Section 72-6-107.5; and
- 231 (vi) the Legislature's Administrative Rules Review Committee; and

232 (c) ~~[which]~~ that establish:

233 (i) the requirements and procedures a contractor shall follow to demonstrate to the
234 public transit district compliance with this section that shall include:

235 (A) that a contractor ~~[will not have to]~~ shall demonstrate compliance with Subsection
236 (5)(a) or (b) ~~[more than twice in any 12-month period; and]~~ at the time of the execution of each
237 initial contract described in Subsection (2)(b);

238 (B) that the contractor's compliance is subject to an audit by the department or the
239 Office of the Legislative Auditor General; and

240 ~~[(B)]~~ (C) that the actuarially equivalent determination required for the qualified health
241 insurance coverage in Subsection (1) is met by the contractor if the contractor provides the
242 department or division with a written statement of actuarial equivalency, which is no more than
243 one year old, regarding the contractor's offer of qualified health coverage from [either: (I) the
244 ~~Utah Insurance Department; (H)]~~ an actuary selected by the contractor or the contractor's
245 insurer[;], or ~~[(H)]~~ an underwriter who is responsible for developing the employer group's
246 premium rates;

247 (ii) the penalties that may be imposed if a contractor or subcontractor intentionally
248 violates the provisions of this section, which may include:

249 (A) a three-month suspension of the contractor or subcontractor from entering into
250 future contracts with the state upon the first violation;

251 (B) a six-month suspension of the contractor or subcontractor from entering into future
252 contracts with the state upon the second violation;

253 (C) an action for debarment of the contractor or subcontractor in accordance with

254 Section 63G-6a-904 upon the third or subsequent violation; and

255 (D) notwithstanding Section 19-1-303, monetary penalties which may not exceed 50%
256 of the amount necessary to purchase qualified health insurance coverage for an employee and
257 the dependents of an employee of the contractor or subcontractor who was not offered qualified
258 health insurance coverage during the duration of the contract; and

259 (iii) a website on which the department shall post the commercially equivalent
260 benchmark, for the qualified health insurance coverage identified in Subsection (1)(c), that is
261 provided by the Department of Health, in accordance with Subsection 26-40-115(2).

262 (7) (a) (i) In addition to the penalties imposed under Subsection (6)(c), a contractor or
263 subcontractor who intentionally violates the provisions of this section shall be liable to the
264 employee for health care costs that would have been covered by qualified health insurance
265 coverage.

266 (ii) An employer has an affirmative defense to a cause of action under Subsection
267 (7)(a)(i) if:

268 (A) the employer relied in good faith on a written statement of actuarial equivalency
269 provided by:

270 (I) an actuary; or

271 (II) an underwriter who is responsible for developing the employer group's premium
272 rates; or

273 (B) the department determines that compliance with this section is not required under
274 the provisions of Subsection (3) or (4).

275 (b) An employee has a private right of action only against the employee's employer to
276 enforce the provisions of this Subsection (7).

277 (8) Any penalties imposed and collected under this section shall be deposited into the
278 Medicaid Restricted Account created in Section 26-18-402.

279 (9) The failure of a contractor or subcontractor to provide qualified health insurance
280 coverage as required by this section:

281 (a) may not be the basis for a protest or other action from a prospective bidder, offeror,

282 or contractor under Section 63G-6a-1603 or any other provision in Title 63G, Chapter 6a, Utah
283 Procurement Code; and

284 (b) may not be used by the procurement entity or a prospective bidder, offeror, or
285 contractor as a basis for any action or suit that would suspend, disrupt, or terminate the design
286 or construction.

287 Section 3. Section 26-40-115 is amended to read:

288 **26-40-115. State contractor -- Employee and dependent health benefit plan**
289 **coverage.**

290 (1) For purposes of Sections 17B-2a-818.5, 19-1-206, 63A-5-205, 63C-9-403,
291 72-6-107.5, and 79-2-404, "qualified health insurance coverage" means, at the time the contract
292 is entered into or renewed:

293 [(+) (a) a health benefit plan and employer contribution level with a combined
294 actuarial value at least actuarially equivalent to the combined actuarial value of the benchmark
295 plan determined by the program under Subsection 26-40-106(1), and a contribution level [of] at
296 which the employer pays at least 50% of the premium for the employee and the dependents of
297 the employee who reside or work in the state[-, in which:]; or

298 [~~(a) the employer pays at least 50% of the premium for the employee and the~~
299 ~~dependents of the employee who reside or work in the state; and]~~

300 [~~(b) for purposes of calculating actuarial equivalency under this Subsection (1)(b):]~~

301 [~~(i) rather than the benchmark plan's deductible, and the benchmark plan's~~
302 ~~out-of-pocket maximum based on income levels:]~~

303 [~~(A) the deductible is \$1,000 per individual and \$3,000 per family; and]~~

304 [~~(B) the out-of-pocket maximum is \$3,000 per individual and \$9,000 per family;]~~

305 [~~(ii) dental coverage is not required; and]~~

306 [~~(iii) other than Subsection 26-40-106(1), the provisions of Section 26-40-106 do not~~
307 ~~apply; or]~~

308 [(2) (b) a federally qualified high deductible health plan that, at a minimum:

309 [(a) (i) has a deductible that is [either]:

310 [(†)] (A) the lowest deductible permitted for a federally qualified high deductible health
311 plan; or

312 [(†)] (B) a deductible that is higher than the lowest deductible permitted for a federally
313 qualified high deductible health plan, but includes an employer contribution to a health savings
314 account in a dollar amount at least equal to the dollar amount difference between the lowest
315 deductible permitted for a federally qualified high deductible plan and the deductible for the
316 employer offered federally qualified high deductible plan;

317 [(†)] (ii) has an out-of-pocket maximum that does not exceed three times the amount of
318 the annual deductible; and

319 [(†)] (iii) provides that the employer pays 60% of the premium for the employee and
320 the dependents of the employee who work or reside in the state.

321 (2) The department shall:

322 (a) on or before July 1, 2016:

323 (i) determine the commercial equivalent of the benchmark plan described in Subsection
324 (1)(a); and

325 (ii) post the commercially equivalent benchmark plan described in Subsection (2)(a)(i)
326 on the department's website, noting the date posted; and

327 (b) update the posted commercially equivalent benchmark plan annually and at the
328 time of any change in the benchmark.

329 Section 4. Section **63A-5-205** is amended to read:

330 **63A-5-205. Contracting powers of director -- Retainage -- Health insurance**
331 **coverage.**

332 (1) As used in this section:

333 (a) "Capital developments" [~~has the same meaning as provided~~] means the same as that
334 term is defined in Section 63A-5-104.

335 (b) "Capital improvements" [~~has the same meaning as provided~~] means the same as
336 that term is defined in Section 63A-5-104.

337 (c) "Employee" means an "employee," "worker," or "operative" as defined in Section

338 34A-2-104 who:

339 (i) works at least 30 hours per calendar week; and

340 (ii) meets employer eligibility waiting requirements for health care insurance which
341 may not exceed the first day of the calendar month following 60 days from the date of hire.

342 (d) "Health benefit plan" [~~has the same meaning as provided~~] means the same as that
343 term is defined in Section 31A-1-301.

344 (e) "Qualified health insurance coverage" [~~is as~~] means the same as that term is defined
345 in Section 26-40-115.

346 (f) "Subcontractor" [~~has the same meaning provided for~~] means the same as that term is
347 defined in Section 63A-5-208.

348 (2) In accordance with Title 63G, Chapter 6a, Utah Procurement Code, the director
349 may:

350 (a) subject to [~~Subsection~~] Subsections (3) and (4), enter into contracts for any work or
351 professional services which the division or the State Building Board may do or have done; and

352 (b) as a condition of any contract for architectural or engineering services, prohibit the
353 architect or engineer from retaining a sales or agent engineer for the necessary design work.

354 (3) [~~(a)~~] Except as provided in Subsection [~~(3)(b)~~] (4), this Subsection (3) applies to all
355 design or construction contracts entered into by the division or the State Building Board on or
356 after July 1, 2009, and:

357 [(i)] (a) applies to a prime contractor if the prime contract is in the amount of
358 [~~\$1,500,000~~] \$2,000,000 or greater at the original execution of the contract; and

359 [(ii)] (b) applies to a subcontractor if the subcontract is in the amount of [~~\$750,000~~]
360 \$1,000,000 or greater at the original execution of the contract.

361 [~~(b) This~~] (4) Subsection (3) does not apply:

362 [(i)] (a) if the application of [~~this~~] Subsection (3) jeopardizes the receipt of federal
363 funds;

364 [(ii)] (b) if the contract is a sole source contract;

365 [(iii)] (c) if the contract is an emergency procurement; or

366 ~~[(iv)]~~ (d) to a change order as defined in Section 63G-6a-103, or a modification to a
367 contract, when the contract does not meet the threshold required by Subsection (3)~~[(a)]~~.

368 ~~[(c)]~~ (5) A person who intentionally uses change orders or contract modifications to
369 circumvent the requirements of Subsection (3)~~[(a)]~~ is guilty of an infraction.

370 ~~[(d)-(i)]~~ (6) (a) A contractor subject to Subsection (3)~~[(a)]~~ shall demonstrate to the
371 director that the contractor has and will maintain an offer of qualified health insurance
372 coverage for the contractor's employees and the employees' dependents.

373 ~~[(ii) If a subcontractor of the contractor is subject to Subsection (3)(a), the contractor
374 shall demonstrate to the director that the subcontractor has and will maintain an offer of
375 qualified health insurance coverage for the subcontractor's employees and the employees'
376 dependents:]~~

377 (b) If a subcontractor of the contractor is subject to Subsection (3), the contractor shall:

378 (i) place a requirement in the subcontract that the subcontractor shall obtain and
379 maintain an offer of qualified health insurance coverage for the subcontractor's employees and
380 the employees' dependants during the duration of the subcontract; and

381 (ii) certify to the director that the subcontractor has and will maintain an offer of
382 qualified health insurance coverage for the subcontractor's employees and the employees'
383 dependents during the duration of the prime contract.

384 ~~[(c)]~~ (c) (i) [(A)] A contractor who fails to meet the requirements of Subsection
385 ~~[(3)-(d)-(i)]~~ (6)(a) during the duration of the contract is subject to penalties in accordance with
386 administrative rules adopted by the division under Subsection ~~[(3)-(f)]~~ (7).

387 ~~[(B)]~~ (ii) A contractor is not subject to penalties for the failure of a subcontractor to
388 meet the requirements of Subsection ~~[(3)-(d)-(ii)]~~ (6)(b).

389 ~~[(ii)-(A)]~~ (iii) A subcontractor who fails to meet the requirements of Subsection
390 ~~[(3)-(d)-(ii)]~~ (6)(b) during the duration of the contract is subject to penalties in accordance with
391 administrative rules adopted by the division under Subsection ~~[(3)-(f)]~~ (7).

392 ~~[(B)]~~ (iv) A subcontractor is not subject to penalties for the failure of a contractor to
393 meet the requirements of Subsection ~~[(3)-(d)-(i)]~~ (6)(a).

394 ~~[(f)]~~ (7) The division shall adopt administrative rules:
 395 ~~[(f)]~~ (a) in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking
 396 Act;
 397 ~~[(f)]~~ (b) in coordination with:
 398 ~~[(A)]~~ (i) the Department of Environmental Quality in accordance with Section
 399 19-1-206;
 400 ~~[(B)]~~ (ii) the Department of Natural Resources in accordance with Section 79-2-404;
 401 ~~[(C)]~~ (iii) a public transit district in accordance with Section 17B-2a-818.5;
 402 ~~[(D)]~~ (iv) the State Capitol Preservation Board in accordance with Section 63C-9-403;
 403 ~~[(E)]~~ (v) the Department of Transportation in accordance with Section 72-6-107.5; and
 404 ~~[(F)]~~ (vi) the Legislature's Administrative Rules Review Committee; and
 405 ~~[(iii) which]~~ (c) that establish:
 406 ~~[(A)]~~ (i) the requirements and procedures a contractor must follow to demonstrate to
 407 the director compliance with ~~[this Subsection (3) which]~~ Subsections (3) through (10) that shall
 408 include:
 409 ~~[(F)]~~ (A) that a contractor ~~[will not have to]~~ shall demonstrate compliance with
 410 Subsection ~~[(3)(d)(i) or (ii) more than twice in any 12-month period; and] (6)(a) or (b) at the~~
 411 time of the execution of each initial contract described in Subsection (3);
 412 (B) that the contractor's compliance is subject to an audit by the division or the Office
 413 of the Legislative Auditor General; and
 414 ~~[(H)]~~ (C) that the actuarially equivalent determination required for the qualified health
 415 insurance coverage in Subsection (1) is met by the contractor if the contractor provides the
 416 department or division with a written statement of actuarial equivalency, which is not more
 417 than one year old, regarding the contractor's offer of qualified health coverage from [either:
 418 (Aa) the Utah Insurance Department; (Bb)] an actuary selected by the contractor or the
 419 contractor's insurer[; or (Cc)], or an underwriter who is responsible for developing the
 420 employer group's premium rates;
 421 ~~[(B)]~~ (ii) the penalties that may be imposed if a contractor or subcontractor

422 intentionally violates the provisions of [~~this Subsection (3)~~] Subsections (3) through (10),
423 which may include:

424 [~~(F)~~] (A) a three-month suspension of the contractor or subcontractor from entering into
425 future contracts with the state upon the first violation;

426 [~~(H)~~] (B) a six-month suspension of the contractor or subcontractor from entering into
427 future contracts with the state upon the second violation;

428 [~~(H)~~] (C) an action for debarment of the contractor or subcontractor in accordance
429 with Section 63G-6a-904 upon the third or subsequent violation; and

430 [~~(FV)~~] (D) monetary penalties which may not exceed 50% of the amount necessary to
431 purchase qualified health insurance coverage for an employee and the dependents of an
432 employee of the contractor or subcontractor who was not offered qualified health insurance
433 coverage during the duration of the contract; and

434 [~~(E)~~] (iii) a website on which the department shall post the commercially equivalent
435 benchmark, for the qualified health insurance coverage identified in Subsection (1)(e), that is
436 provided by the Department of Health, in accordance with Subsection 26-40-115(2).

437 [~~(g)(i)~~] (8) (a) In addition to the penalties imposed under Subsection [~~(3)(f)(iii)~~] (7)(c),
438 a contractor or subcontractor who intentionally violates the provisions of this section shall be
439 liable to the employee for health care costs that would have been covered by qualified health
440 insurance coverage.

441 [~~(i)~~] (b) An employer has an affirmative defense to a cause of action under Subsection
442 [~~(3)(g)(i)~~] (8)(a) if:

443 [~~(A)~~] (i) the employer relied in good faith on a written statement of actuarial
444 equivalency provided by:

445 [~~(F)~~] (A) an actuary; or

446 [~~(H)~~] (B) an underwriter who is responsible for developing the employer group's
447 premium rates; or

448 [~~(B)~~] (ii) the department determines that compliance with this section is not required
449 under the provisions of Subsection [~~(3)(b)~~] (4).

450 [(iii)] (c) An employee has a private right of action only against the employee's
451 employer to enforce the provisions of this Subsection [(3)(g)] (8).

452 [(iv)] (9) Any penalties imposed and collected under this section shall be deposited into
453 the Medicaid Restricted Account created by Section 26-18-402.

454 [(i)] (10) The failure of a contractor or subcontractor to provide qualified health
455 insurance coverage as required by this section:

456 [(i)] (a) may not be the basis for a protest or other action from a prospective bidder,
457 offeror, or contractor under Section 63G-6a-1603 or any other provision in Title 63G, Chapter
458 6a, Utah Procurement Code; and

459 [(ii)] (b) may not be used by the procurement entity or a prospective bidder, offeror, or
460 contractor as a basis for any action or suit that would suspend, disrupt, or terminate the design
461 or construction.

462 [(4)] (11) The judgment of the director as to the responsibility and qualifications of a
463 bidder is conclusive, except in case of fraud or bad faith.

464 [(5)] (12) The division shall make all payments to the contractor for completed work in
465 accordance with the contract and pay the interest specified in the contract on any payments that
466 are late.

467 [(6)] (13) If any payment on a contract with a private contractor to do work for the
468 division or the State Building Board is retained or withheld, it shall be retained or withheld and
469 released as provided in Section 13-8-5.

470 Section 5. Section 63C-9-403 is amended to read:

471 **63C-9-403. Contracting power of executive director -- Health insurance coverage.**

472 (1) For purposes of this section:

473 (a) "Employee" means an "employee," "worker," or "operative" as defined in Section
474 34A-2-104 who:

475 (i) works at least 30 hours per calendar week; and

476 (ii) meets employer eligibility waiting requirements for health care insurance which
477 may not exceed the first of the calendar month following 60 days from the date of hire.

478 (b) "Health benefit plan" [~~has the same meaning as provided~~] means the same as that
479 term is defined in Section 31A-1-301.

480 (c) "Qualified health insurance coverage" [~~is as~~] means the same as that term is defined
481 in Section 26-40-115.

482 (d) "Subcontractor" [~~has the same meaning provided for~~] means the same as that term
483 is defined in Section 63A-5-208.

484 (2) (a) Except as provided in Subsection (3), this section applies to a design or
485 construction contract entered into by the board or on behalf of the board on or after July 1,
486 2009, and to a prime contractor or a subcontractor in accordance with Subsection (2)(b).

487 (b) (i) A prime contractor is subject to this section if the prime contract is in the
488 amount of [~~\$1,500,000~~] \$2,000,000 or greater at the original execution of the contract.

489 (ii) A subcontractor is subject to this section if a subcontract is in the amount of
490 [~~\$750,000~~] \$1,000,000 or greater at the original execution of the contract.

491 (3) This section does not apply if:

492 (a) the application of this section jeopardizes the receipt of federal funds;

493 (b) the contract is a sole source contract; or

494 (c) the contract is an emergency procurement.

495 (4) (a) This section does not apply to a change order as defined in Section 63G-6a-103,
496 or a modification to a contract, when the contract does not meet the initial threshold required
497 by Subsection (2).

498 (b) A person who intentionally uses change orders or contract modifications to
499 circumvent the requirements of Subsection (2) is guilty of an infraction.

500 (5) (a) A contractor subject to Subsection (2) shall demonstrate to the executive
501 director that the contractor has and will maintain an offer of qualified health insurance
502 coverage for the contractor's employees and the employees' dependents during the duration of
503 the contract.

504 [~~(b) If a subcontractor of the contractor is subject to Subsection (2)(b), the contractor~~
505 ~~shall demonstrate to the executive director that the subcontractor has and will maintain an offer~~

506 of qualified health insurance coverage for the subcontractor's employees and the employees'
507 dependents during the duration of the contract.]

508 (b) If a subcontractor of the contractor is subject to Subsection (2)(b), the contractor
509 shall:

510 (i) place a requirement in the subcontract that the subcontractor shall obtain and
511 maintain an offer of qualified health insurance coverage for the subcontractor's employees and
512 the employees' dependants during the duration of the subcontract; and

513 (ii) certify to the executive director that the subcontractor has and will maintain an
514 offer of qualified health insurance coverage for the subcontractor's employees and the
515 employees' dependents during the duration of the prime contract.

516 (c) (i) (A) A contractor who fails to meet the requirements of Subsection (5)(a) during
517 the duration of the contract is subject to penalties in accordance with administrative rules
518 adopted by the division under Subsection (6).

519 (B) A contractor is not subject to penalties for the failure of a subcontractor to meet the
520 requirements of Subsection (5)(b).

521 (ii) (A) A subcontractor who fails to meet the requirements of Subsection (5)(b) during
522 the duration of the contract is subject to penalties in accordance with administrative rules
523 adopted by the department under Subsection (6).

524 (B) A subcontractor is not subject to penalties for the failure of a contractor to meet the
525 requirements of Subsection (5)(a).

526 (6) The department shall adopt administrative rules:

527 (a) in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act;

528 (b) in coordination with:

529 (i) the Department of Environmental Quality in accordance with Section 19-1-206;

530 (ii) the Department of Natural Resources in accordance with Section 79-2-404;

531 (iii) the State Building Board in accordance with Section 63A-5-205;

532 (iv) a public transit district in accordance with Section 17B-2a-818.5;

533 (v) the Department of Transportation in accordance with Section 72-6-107.5; and

534 (vi) the Legislature's Administrative Rules Review Committee; and

535 (c) [~~which~~] that establish:

536 (i) the requirements and procedures a contractor must follow to demonstrate to the
537 executive director compliance with this section [~~which~~] that shall include:

538 (A) that a contractor [~~will not have to~~] shall demonstrate compliance with Subsection
539 (5)(a) or (b) [~~more than twice in any 12-month period; and~~] at the time of the execution of each
540 initial contract described in Subsection (2)(b);

541 (B) that the contractor's compliance is subject to an audit by the department or the
542 Office of the Legislative Auditor General; and

543 [~~(B)~~] (C) that the actuarially equivalent determination required for the qualified health
544 insurance coverage in Subsection (1) is met by the contractor if the contractor provides the
545 department or division with a written statement of actuarial equivalency, which is no more than
546 one year old, regarding the contractor's offer of qualified health coverage from [either: (F) the
547 Utah Insurance Department; (H)] an actuary selected by the contractor or the contractor's
548 insurer[;], or [(H)] an underwriter who is responsible for developing the employer group's
549 premium rates;

550 (ii) the penalties that may be imposed if a contractor or subcontractor intentionally
551 violates the provisions of this section, which may include:

552 (A) a three-month suspension of the contractor or subcontractor from entering into
553 future contracts with the state upon the first violation;

554 (B) a six-month suspension of the contractor or subcontractor from entering into future
555 contracts with the state upon the second violation;

556 (C) an action for debarment of the contractor or subcontractor in accordance with
557 Section [63G-6a-904](#) upon the third or subsequent violation; and

558 (D) monetary penalties which may not exceed 50% of the amount necessary to
559 purchase qualified health insurance coverage for employees and dependents of employees of
560 the contractor or subcontractor who were not offered qualified health insurance coverage
561 during the duration of the contract; and

562 (iii) a website on which the department shall post the commercially equivalent
563 benchmark₂ for the qualified health insurance coverage identified in Subsection (1)(c), that is
564 provided by the Department of Health, in accordance with Subsection 26-40-115(2).

565 (7) (a) (i) In addition to the penalties imposed under Subsection (6)(c), a contractor or
566 subcontractor who intentionally violates the provisions of this section shall be liable to the
567 employee for health care costs that would have been covered by qualified health insurance
568 coverage.

569 (ii) An employer has an affirmative defense to a cause of action under Subsection
570 (7)(a)(i) if:

571 (A) the employer relied in good faith on a written statement of actuarial equivalency
572 provided by:

573 (I) an actuary; or

574 (II) an underwriter who is responsible for developing the employer group's premium
575 rates; or

576 (B) the department determines that compliance with this section is not required under
577 the provisions of Subsection (3) or (4).

578 (b) An employee has a private right of action only against the employee's employer to
579 enforce the provisions of this Subsection (7).

580 (8) Any penalties imposed and collected under this section shall be deposited into the
581 Medicaid Restricted Account created in Section 26-18-402.

582 (9) The failure of a contractor or subcontractor to provide qualified health insurance
583 coverage as required by this section:

584 (a) may not be the basis for a protest or other action from a prospective bidder, offeror,
585 or contractor under Section 63G-6a-1603 or any other provision in Title 63G, Chapter 6a, Utah
586 Procurement Code; and

587 (b) may not be used by the procurement entity or a prospective bidder, offeror, or
588 contractor as a basis for any action or suit that would suspend, disrupt, or terminate the design
589 or construction.

590 Section 6. Section 72-6-107.5 is amended to read:

591 **72-6-107.5. Construction of improvements of highway -- Contracts -- Health**
592 **insurance coverage.**

593 (1) For purposes of this section:

594 (a) "Employee" means an "employee," "worker," or "operative" as defined in Section
595 34A-2-104 who:

596 (i) works at least 30 hours per calendar week; and

597 (ii) meets employer eligibility waiting requirements for health care insurance which
598 may not exceed the first day of the calendar month following 60 days from the date of hire.

599 (b) "Health benefit plan" [~~has the same meaning as provided~~] means the same as that
600 term is defined in Section 31A-1-301.

601 (c) "Qualified health insurance coverage" [~~is as~~] means the same as that term is defined
602 in Section 26-40-115.

603 (d) "Subcontractor" [~~has the same meaning provided for~~] means the same as that term
604 is defined in Section 63A-5-208.

605 (2) (a) Except as provided in Subsection (3), this section applies to contracts entered
606 into by the department on or after July 1, 2009, for construction or design of highways and to a
607 prime contractor or to a subcontractor in accordance with Subsection (2)(b).

608 (b) (i) A prime contractor is subject to this section if the prime contract is in the
609 amount of [~~\$1,500,000~~] \$2,000,000 or greater at the original execution of the contract.

610 (ii) A subcontractor is subject to this section if a subcontract is in the amount of
611 [~~\$750,000~~] \$1,000,000 or greater at the original execution of the contract.

612 (3) This section does not apply if:

613 (a) the application of this section jeopardizes the receipt of federal funds;

614 (b) the contract is a sole source contract; or

615 (c) the contract is an emergency procurement.

616 (4) (a) This section does not apply to a change order as defined in Section 63G-6a-103,
617 or a modification to a contract, when the contract does not meet the initial threshold required

618 by Subsection (2).

619 (b) A person who intentionally uses change orders or contract modifications to
620 circumvent the requirements of Subsection (2) is guilty of an infraction.

621 (5) (a) A contractor subject to Subsection (2) shall demonstrate to the department that
622 the contractor has and will maintain an offer of qualified health insurance coverage for the
623 contractor's employees and the employees' dependents during the duration of the contract.

624 ~~[(b) If a subcontractor of the contractor is subject to Subsection (2), the contractor shall~~
625 ~~demonstrate to the department that the subcontractor has and will maintain an offer of qualified~~
626 ~~health insurance coverage for the subcontractor's employees and the employees' dependents~~
627 ~~during the duration of the contract.]~~

628 (b) If a subcontractor of the contractor is subject to Subsection (2), the contractor shall:

629 (i) place a requirement in the subcontract that the subcontractor shall obtain and
630 maintain an offer of qualified health insurance coverage for the subcontractor's employees and
631 the employees' dependants during the duration of the subcontract; and

632 (ii) certify to the department that the subcontractor has and will maintain an offer of
633 qualified health insurance coverage for the subcontractor's employees and the employees'
634 dependents during the duration of the prime contract.

635 (c) (i) (A) A contractor who fails to meet the requirements of Subsection (5)(a) during
636 the duration of the contract is subject to penalties in accordance with administrative rules
637 adopted by the department under Subsection (6).

638 (B) A contractor is not subject to penalties for the failure of a subcontractor to meet the
639 requirements of Subsection (5)(b).

640 (ii) (A) A subcontractor who fails to meet the requirements of Subsection (5)(b) during
641 the duration of the contract is subject to penalties in accordance with administrative rules
642 adopted by the department under Subsection (6).

643 (B) A subcontractor is not subject to penalties for the failure of a contractor to meet the
644 requirements of Subsection (5)(a).

645 (6) The department shall adopt administrative rules:

646 (a) in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act;

647 (b) in coordination with:

648 (i) the Department of Environmental Quality in accordance with Section 19-1-206;

649 (ii) the Department of Natural Resources in accordance with Section 79-2-404;

650 (iii) the State Building Board in accordance with Section 63A-5-205;

651 (iv) the State Capitol Preservation Board in accordance with Section 63C-9-403;

652 (v) a public transit district in accordance with Section 17B-2a-818.5; and

653 (vi) the Legislature's Administrative Rules Review Committee; and

654 (c) ~~[which]~~ that establish:

655 (i) the requirements and procedures a contractor must follow to demonstrate to the
656 department compliance with this section ~~[which]~~ that shall include:

657 (A) that a contractor ~~[will not have to]~~ shall demonstrate compliance with Subsection
658 (5)(a) or (b) ~~[more than twice in any 12-month period; and]~~ at the time of the execution of each
659 initial contract described in Subsection (2)(b);

660 (B) that the contractor's compliance is subject to an audit by the department or the
661 Office of the Legislative Auditor General; and

662 ~~[(B)]~~ (C) that the actuarially equivalent determination required for qualified health
663 insurance coverage in Subsection (1) is met by the contractor if the contractor provides the
664 department or division with a written statement of actuarial equivalency, which is no more than
665 one year old, regarding the contractor's offer of qualified health coverage from [either: (I) the
666 Utah Insurance Department; (H)] an actuary selected by the contractor or the contractor's
667 insurer[;], or [(HH)] an underwriter who is responsible for developing the employer group's
668 premium rates;

669 (ii) the penalties that may be imposed if a contractor or subcontractor intentionally
670 violates the provisions of this section, which may include:

671 (A) a three-month suspension of the contractor or subcontractor from entering into
672 future contracts with the state upon the first violation;

673 (B) a six-month suspension of the contractor or subcontractor from entering into future

674 contracts with the state upon the second violation;

675 (C) an action for debarment of the contractor or subcontractor in accordance with
676 Section [63G-6a-904](#) upon the third or subsequent violation; and

677 (D) monetary penalties which may not exceed 50% of the amount necessary to
678 purchase qualified health insurance coverage for an employee and a dependent of the employee
679 of the contractor or subcontractor who was not offered qualified health insurance coverage
680 during the duration of the contract; and

681 (iii) a website on which the department shall post the commercially equivalent
682 benchmark, for the qualified health insurance coverage identified in Subsection (1)(c), that is
683 provided by the Department of Health, in accordance with Subsection [26-40-115\(2\)](#).

684 (7) (a) (i) In addition to the penalties imposed under Subsection (6), a contractor or
685 subcontractor who intentionally violates the provisions of this section shall be liable to the
686 employee for health care costs that would have been covered by qualified health insurance
687 coverage.

688 (ii) An employer has an affirmative defense to a cause of action under Subsection
689 (7)(a)(i) if:

690 (A) the employer relied in good faith on a written statement of actuarial equivalency
691 provided by:

692 (I) an actuary; or

693 (II) an underwriter who is responsible for developing the employer group's premium
694 rates; or

695 (B) the department determines that compliance with this section is not required under
696 the provisions of Subsection (3) or (4).

697 (b) An employee has a private right of action only against the employee's employer to
698 enforce the provisions of this Subsection (7).

699 (8) Any penalties imposed and collected under this section shall be deposited into the
700 Medicaid Restricted Account created in Section [26-18-402](#).

701 (9) The failure of a contractor or subcontractor to provide qualified health insurance

702 coverage as required by this section:

703 (a) may not be the basis for a protest or other action from a prospective bidder, offeror,
704 or contractor under Section 63G-6a-1603 or any other provision in Title 63G, Chapter 6a, Utah
705 Procurement Code; and

706 (b) may not be used by the procurement entity or a prospective bidder, offeror, or
707 contractor as a basis for any action or suit that would suspend, disrupt, or terminate the design
708 or construction.

709 Section 7. Section 79-2-404 is amended to read:

710 **79-2-404. Contracting powers of department -- Health insurance coverage.**

711 (1) For purposes of this section:

712 (a) "Employee" means an "employee," "worker," or "operative" as defined in Section
713 34A-2-104 who:

714 (i) works at least 30 hours per calendar week; and

715 (ii) meets employer eligibility waiting requirements for health care insurance which
716 may not exceed the first day of the calendar month following 60 days from the date of hire.

717 (b) "Health benefit plan" [~~has the same meaning as provided~~] means the same as that
718 term is defined in Section 31A-1-301.

719 (c) "Qualified health insurance coverage" [~~is as~~] means the same as that term is defined
720 in Section 26-40-115.

721 (d) "Subcontractor" [~~has the same meaning provided for~~] means the same as that term
722 is defined in Section 63A-5-208.

723 (2) (a) Except as provided in Subsection (3), this section applies a design or
724 construction contract entered into by, or delegated to, the department or a division, board, or
725 council of the department on or after July 1, 2009, and to a prime contractor or to a
726 subcontractor in accordance with Subsection (2)(b).

727 (b) (i) A prime contractor is subject to this section if the prime contract is in the
728 amount of [~~\$1,500,000~~] \$2,000,000 or greater at the original execution of the contract.

729 (ii) A subcontractor is subject to this section if a subcontract is in the amount of

730 [~~\$750,000~~] \$1,000,000 or greater at the original execution of the contract.

731 (3) This section does not apply to contracts entered into by the department or a
732 division, board, or council of the department if:

733 (a) the application of this section jeopardizes the receipt of federal funds;

734 (b) the contract or agreement is between:

735 (i) the department or a division, board, or council of the department; and

736 (ii) (A) another agency of the state;

737 (B) the federal government;

738 (C) another state;

739 (D) an interstate agency;

740 (E) a political subdivision of this state; or

741 (F) a political subdivision of another state; or

742 (c) the contract or agreement is:

743 (i) for the purpose of disbursing grants or loans authorized by statute;

744 (ii) a sole source contract; or

745 (iii) an emergency procurement.

746 (4) (a) This section does not apply to a change order as defined in Section [63G-6a-103](#),
747 or a modification to a contract, when the contract does not meet the initial threshold required
748 by Subsection (2).

749 (b) A person who intentionally uses change orders or contract modifications to
750 circumvent the requirements of Subsection (2) is guilty of an infraction.

751 (5) (a) A contractor subject to Subsection (2)(b)(i) shall demonstrate to the department
752 that the contractor has and will maintain an offer of qualified health insurance coverage for the
753 contractor's employees and the employees' dependents during the duration of the contract.

754 [~~(b) If a subcontractor of the contractor is subject to Subsection (2)(b)(ii), the~~
755 ~~contractor shall demonstrate to the department that the subcontractor has and will maintain an~~
756 ~~offer of qualified health insurance coverage for the subcontractor's employees and the~~
757 ~~employees' dependents during the duration of the contract.]~~

758 (b) If a subcontractor of the contractor is subject to Subsection (2)(b), the contractor
759 shall:

760 (i) place a requirement in the subcontract that the subcontractor shall obtain and
761 maintain an offer of qualified health insurance coverage for the subcontractor's employees and
762 the employees' dependants during the duration of the subcontract; and

763 (ii) certify to the department that the subcontractor has and will maintain an offer of
764 qualified health insurance coverage for the subcontractor's employees and the employees'
765 dependents during the duration of the prime contract.

766 (c) (i) (A) A contractor who fails to meet the requirements of Subsection (5)(a) during
767 the duration of the contract is subject to penalties in accordance with administrative rules
768 adopted by the department under Subsection (6).

769 (B) A contractor is not subject to penalties for the failure of a subcontractor to meet the
770 requirements of Subsection (5)(b).

771 (ii) (A) A subcontractor who fails to meet the requirements of Subsection (5)(b) during
772 the duration of the contract is subject to penalties in accordance with administrative rules
773 adopted by the department under Subsection (6).

774 (B) A subcontractor is not subject to penalties for the failure of a contractor to meet the
775 requirements of Subsection (5)(a).

776 (6) The department shall adopt administrative rules:

777 (a) in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act;

778 (b) in coordination with:

779 (i) the Department of Environmental Quality in accordance with Section 19-1-206;

780 (ii) a public transit district in accordance with Section 17B-2a-818.5;

781 (iii) the State Building Board in accordance with Section 63A-5-205;

782 (iv) the State Capitol Preservation Board in accordance with Section 63C-9-403;

783 (v) the Department of Transportation in accordance with Section 72-6-107.5; and

784 (vi) the Legislature's Administrative Rules Review Committee; and

785 (c) [~~which~~] that establish:

786 (i) the requirements and procedures a contractor must follow to demonstrate
787 compliance with this section to the department [~~which~~] that shall include:

788 (A) that a contractor [~~will not have to~~] shall demonstrate compliance with Subsection
789 (5)(a) or (b) [~~more than twice in any 12-month period; and~~] at the time of the execution of each
790 initial contract described in Subsection (2)(b);

791 (B) that the contractor's compliance is subject to an audit by the department or the
792 Office of the Legislative Auditor General; and

793 [~~(B)~~] (C) that the actuarially equivalent determination required for qualified health
794 insurance coverage in Subsection (1) is met by the contractor if the contractor provides the
795 department or division with a written statement of actuarial equivalency, which is no more than
796 one year old, regarding the contractor's offer of qualified health coverage from [~~either: (F) the~~
797 Utah Insurance Department; (H)] an actuary selected by the contractor or the contractor's
798 insurer[;], or [~~(H)~~] an underwriter who is responsible for developing the employer group's
799 premium rates;

800 (ii) the penalties that may be imposed if a contractor or subcontractor intentionally
801 violates the provisions of this section, which may include:

802 (A) a three-month suspension of the contractor or subcontractor from entering into
803 future contracts with the state upon the first violation;

804 (B) a six-month suspension of the contractor or subcontractor from entering into future
805 contracts with the state upon the second violation;

806 (C) an action for debarment of the contractor or subcontractor in accordance with
807 Section [63G-6a-904](#) upon the third or subsequent violation; and

808 (D) monetary penalties which may not exceed 50% of the amount necessary to
809 purchase qualified health insurance coverage for an employee and a dependent of an employee
810 of the contractor or subcontractor who was not offered qualified health insurance coverage
811 during the duration of the contract; and

812 (iii) a website on which the department shall post the commercially equivalent
813 benchmark, for the qualified health insurance coverage identified in Subsection (1)(c),

814 provided by the Department of Health, in accordance with Subsection 26-40-115(2).

815 (7) (a) (i) In addition to the penalties imposed under Subsection (6), a contractor or
816 subcontractor who intentionally violates the provisions of this section shall be liable to the
817 employee for health care costs that would have been covered by qualified health insurance
818 coverage.

819 (ii) An employer has an affirmative defense to a cause of action under Subsection
820 (7)(a)(i) if:

821 (A) the employer relied in good faith on a written statement of actuarial equivalency
822 provided by:

823 (I) an actuary; or

824 (II) an underwriter who is responsible for developing the employer group's premium
825 rates; or

826 (B) the department determines that compliance with this section is not required under
827 the provisions of Subsection (3) or (4).

828 (b) An employee has a private right of action only against the employee's employer to
829 enforce the provisions of this Subsection (7).

830 (8) Any penalties imposed and collected under this section shall be deposited into the
831 Medicaid Restricted Account created in Section 26-18-402.

832 (9) The failure of a contractor or subcontractor to provide qualified health insurance
833 coverage as required by this section:

834 (a) may not be the basis for a protest or other action from a prospective bidder, offeror,
835 or contractor under Section 63G-6a-1603 or any other provision in Title 63G, Chapter 6a, Utah
836 Procurement Code; and

837 (b) may not be used by the procurement entity or a prospective bidder, offeror, or
838 contractor as a basis for any action or suit that would suspend, disrupt, or terminate the design
839 or construction.

840 Section 8. **Effective date.**

841 If approved by two-thirds of all the members elected to each house, this bill takes effect

842 upon approval by the governor, or the day following the constitutional time limit of Utah
843 Constitution, Article VII, Section 8, without the governor's signature, or in the case of a veto,
844 the date of veto override.



CERTIFICATION OF COMPLIANCE WITH EMPLOYEE/SUBCONTRACTOR QUALIFIED HEALTH INSURANCE COVERAGE

PROJECT NAME: _____ PROJECT NO: _____

The undersigned Prime Contractor/Prime Designer for the above-referenced project, hereby certifies to the Director of the Division of Facilities Construction and Management that the Prime Contractor/Prime Designer that has a contract of ~~\$2,000,000~~\$1,500,000 or greater at the original execution of the contract or greater and any Subcontractor/Design Subconsultant that has a subcontract of ~~\$1,000,000~~750,000 or greater at the original execution of the contract, will maintain an offer of qualified health insurance coverage for their respective employees and the employee's dependents as required by Utah Code Annotated (UCA) 63A-5-205 and Utah Administrative Code Rule R23-23, throughout the contract period for the Project specified above. In case of conflict between UCA 63A-5-205 and Rule R23-23, UCA 63A-5-205 shall control.

Attached is a written statement of actuarial equivalency, which is not more than one year old, from either ~~the Utah Insurance Department~~, an actuary selected by the contractor or the contractor's insurer, or an underwriter who is responsible for developing the employer group's premium rates. I will be responsible for collecting the statements as required by law from any of my subcontractors at any tier that must do so.

Penalties for noncompliance are provided in UCA 63A-5-205 and Utah Administrative Code Rule R23-23.

That the contractor's compliance is subject to an audit by the Division or the Office of the Legislative Auditor General.

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

~~For purposes of Rule R23-23-7(3), An Actuary equivalency must be in accordance with the commercially equivalent benchmark provided by the Department of Health, , the CHIP commercial benchmark for FY 2016 and posted on the following URL: <http://www.health.utah.gov/chip/PDF/2016Benchmark.pdf> , in accordance with UCA 26-40-115(2), which is also posted for convenience on DFCM's website at _____ etuarially equivalency is achieved by meeting or exceeding the requirements of Section 26-40-115 which are also delineated on the DFCM website at <http://dfcm.utah.gov/dfcm-standard-documents.html>.~~ The health insurance must be available upon the first day of the calendar month following sixty (60) days from the date of hire.

~~The Supplemental General Conditions for Health Insurance, posted on the DFCM website at _____, insert website location are hereby incorporated by reference herein.~~

Formatted: Justified, Right: 2.06"

Formatted: Highlight

~~I understand that I am to submit another statement to DFCM by March 1st of every year throughout the duration of the project in order to indicate that the actuarial equivalency is continually achieved.~~

PRIME CONTRACTOR/PRIME DESIGN FIRM: _____

Authorized Signature: _____ Title: _____

Date: _____

Please type/print name clearly

ATTACHMENT: Written Statement of Actuarial Equivalency

NOTE: **Applies to** a prime contractor (and design professional) if the prime contract is in the amount of ~~\$\$2,000,000-4,500,000~~ or greater; and

~~(ii) Applies - applies~~ to a subcontractor (and subconsultant of design professional) if the subcontract is in the amount of \$1,000,000-\$750,000 or greater.

Does not apply:

- (i) if the application of this ~~Subsection (3)~~ jeopardizes the receipt of federal funds;
- (ii) if the contract is a sole source contract;
- (iii) if the contract is an emergency procurement; or
- ~~(iv) a change order as defined in Section 63G-6a-103, or a modification to a contract, when the contract does not meet the threshold required by Subsection (3) of UCA 63A-5-205. (a).~~

INFRACTION NOTICE: UCA 63A-5-205(5): A person who intentionally uses change order or contract modifications to circumvent the requirements of Subsection (3) of UCA 63A-5-205 is guilty of an infraction.

DFCM Contract No. _____ (to be filled in by DFCM)

SUPPLEMENTAL GENERAL CONDITIONS FOR HEALTH INSURANCE

Effective ~~March 17, 2016~~ ~~May 10, 2011~~

Article 1 Intent and Purpose. Current law: House Bill 282, 2016 Utah Legislative Session. House Bill 331—2009. Legislative History: The 2009 Utah Legislature passed House Bill 331 entitled “**Health Reform – Health Insurance Coverage in State Contracts**” which law became effective July 1, 2009 (~~hereinafter “HB331”~~). This bill has been amended by HB20 of the 2010 Utah Legislative Session, ~~as well as~~ HB 128 of the 2011 Utah Legislative Session as well as HB 282 of the 2016 Utah.

These laws require certain state entities, including DFCM, to require a contractor who contracts with the state entity to offer the contractor’s employees qualified health insurance coverage as defined in Utah Code Annotated (UCA) 26-40-115, and in accordance with the commercially equivalent benchmark provided by the Department of Health, , the CHIP commercial benchmark for FY 2016 and posted on the following URL: <http://www.health.utah.gov/chip/PDF/2016Benchmark.pdf>, in accordance with UCA 26-40-115(2), which is also posted for convenience on DFCM’s further defined on the DFCM website at

[website location link to Health website](http://dfcm.utah.gov/downloads/Health%20Insurance%20Benchmark.pdf) .

~~<http://dfcm.utah.gov/downloads/Health%20Insurance%20Benchmark.pdf>~~ during the duration of the contract if the contract is over a certain amount, and if the contract is a construction and/or or design contract. The intent of the Articles of these Supplemental General Conditions is to provide the necessary provisions to the General Conditions as a result of such Bills. The purpose of this Supplemental General Conditions for Health Insurance Article is to comply with UCA ~~Section~~ 63A-5-205 as well as Utah Code Administrative Rule R23-23 which are both hereby incorporated by reference herein. In case of conflict between UCA 63A-5-205 and Rule R23-23, UCA 63A-5-205 shall control.

Article 2. Applicability of these Supplemental General Conditions is-
~~Article.~~ This Supplemental General Conditions for Health Insurance Article only applies to those contracts as required by UCA ~~Section~~ 63A-5-205, ~~as well as Utah Code Administrative Rule R23-23. In case of conflict,~~

Formatted: No widow/orphan control, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers, Pattern: Clear (White)

Formatted: Highlight

UCA Section 63A-5-205 supersedes Rule R23-23. As stated in UCA 63A-5-205 Rule R23-23-4:

((1) Except as provided in UCA 63A-5-205(4) Rule R23-23-4(2) below, UCA 63A-5-205(3) this Rule R23-23 applies to all design or construction contracts entered into by the Division or the Board on or after July 1, 2009, and

(a) applies to a prime contractor if the prime contract is in the amount of \$2,000,000 ~~1,500,000~~ or greater at the original execution of the contract; and

(b) applies to a subcontractor if the subcontract is in the amount of \$1,000,000 ~~\$750,000~~ or greater at the original execution of the contract.

(2) UCA 63A-5-205(3) This Rule R23-23 does not apply if:

(a) the application of UCA 63A-5-205(3) this Rule R23-23 jeopardizes the receipt of federal funds;

(b) the contract is a sole source contract; ~~or~~

(c) the contract is an emergency procurement; ~~or~~

(d) to a change order as defined in Section 63G-6a-103, or a modification to a contract, when the contract does not meet the threshold required by UCA 63A-5-205(3).

(~~e~~) (3) A person who intentionally uses change order or contract modifications to circumvent the requirements of UCA 63A-5-205(3) is guilty of an infraction.

Formatted: Indent: Left: 0.21", Hanging: 0.26"

Formatted: Indent: Left: 0.21", No bullets or numbering

~~(3) This Rule R23-23 does not apply to a change order as defined in Section 63G-6-103, or a modification to a contract, when the contract does not meet the initial threshold required by Rule R23-23-4(1).~~

~~(4) A person who intentionally uses change orders or contract modifications to circumvent the requirements of subsection (1) is guilty of an infraction.~~

~~(Note: "Subcontractor" includes subcontractors at any tier that meet the definition provided in UCA Section 63A-5-208.)~~

Article 3. Definitions. The following definitions apply to this Supplemental General Conditions for Health Insurance:

Article:

3.1 "Contractor" means the person/entity under direct contract with the Division herein. If the direct contract includes a Design Professional, then the Design Professional is a "Contractor" for purposes of this Supplemental General Conditions for Health Insurance, Article.

3.2 "Design Professional" means the Architect or Engineer, its Subconsultants or Subcontractors at any tier, or any of their agents, employees, including those employed directly or indirectly, or other persons or entities for whose acts the Design Professional or its Subconsultants/Subcontractors at any tier may be liable.

3.3 "Employee(s)" means an "employee," "worker" or "operative" as defined in UCA 34A-2-104 Utah Code Annotated S34A-2-104 who:

(i) works at least 30 hours per calendar week; and

(ii) meets employer eligibility waiting requirements for health care insurance which may not exceed the first day of the calendar month following 60 days from the date of hire

(iii) ~~(ii)~~ 3.4 "Health benefit plan" means the same as that term is defined in UCA 31A-1-301.

3.5 "Qualified health insurance coverage" means the same as that term is defined in UCA 26-40-115.

3.6 "Subcontractor" means the same as that term is defined in Section 63A-5-208.

3.7 "State" means the State of Utah.

3.8 "Director" includes an authorized designee of the Director.

Article 4. Health Insurance Certification. _

4.1 A Contractor (including Design Professional) shall demonstrate compliance with UCA 63A-5-205 (5)(a) or (b) at the time of execution of each initial contract described in UCA 63A-5-205(2)(b). The compliance is subject to an audit by DAS, DFCM or the Office of the Legislative Auditor General. A Contractor (including Design Professional) subject to UCA Section 63A-5-205(3) shall demonstrate to the director that the Contractor has and will maintain an offer of qualified health insurance coverage for the Contractor's employees and employees' dependents. Such Certification shall be on the

Formatted: Highlight

form provided by DFCM.

4.2 If a subcontractor of the contractor is subject to Subsection (3) of UCA 63A-5-205, the contractor shall:

(a) place a requirement in the subcontract that the subcontractor shall obtain and maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employees' dependents during the duration of the subcontract; and

(b) **certify to the director** that the subcontractor has and will maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employees' dependents during the duration of the prime contract,

hereby certifies that the Contractor and all applicable subcontractors and subconsultants at any tier that is subject to UCA 63A-5-205 and Utah Administrative Code Rule

R23-23, has and will maintain for the duration of this contract, an offer of qualified health insurance coverage for their employees; all in accordance with UCA 63A-5-205, and Utah Administrative Code Rule R23-23.

4.3 The actuarially equivalent determination required for the qualified health insurance coverage is met by the Contractor if the Contractor provides the department or division with a written statement of actuarial equivalency, which is no more than one year old, regarding the contractor's offer of qualified health coverage from an actuary selected by the contractor or the contractor's insurer, or an underwriter who is responsible for developing the employer group's premium rates;

Formatted: Highlight

Formatted: Font: Arial, 12 pt, Font color: Custom Color(RGB(34,34,34)), Pattern: Clear (White)

Formatted: Left, Right: 0.32", Space Before: 0 pt

Rule R-23-23, ~~7~~ (this will be updated by the Building Board to comply with HB 282).

(1) through (7) as well as Rule R23-23-8 indicate the following:

R23-23-7. Requirements and Procedures a Contractor Must Follow.

A contractor (including consultants and designers) must comply with the following requirements and procedures in order to demonstrate compliance with Section 63A-5-205.

(1) Demonstrating Compliance with Health Insurance Requirements. The following requirements must be met by a contractor (including consultants, designers and others under contract with the Division)

~~that is subject to the requirements of this Rule no later than the time the contract is entered into or renewed;~~

~~(a) demonstrate compliance by a written certification to the Director that the contractor has and will maintain for the duration of the contract an offer of qualified health insurance coverage for the contractor's employees and the employee's dependents; and~~

~~(b) The contractor shall also provide such written certification prior to the execution of the contract, in regard to all subcontractors (including subconsultants) at any tier that is subject to the requirements of this Rule.~~

~~(2) Recertification. The Director shall have the right to request a recertification by the contractor by submitting a written request to the contractor, and the contractor shall so comply with the written request within ten (10) working days of receipt of the written request; however, in no case may the contractor be required to demonstrate such compliance more than twice in any 12-month period.~~

~~(3) Demonstrating Compliance with Actuarially Equivalent Determination. The actuarially equivalent determination required by Subsection 63A-5-205(1)(e) is met by the contractor if the contractor provides the Director with a written statement of actuarial equivalency from either the Utah Insurance Department; an actuary selected by the contractor or the contractor's insurer; or an underwriter~~

~~who is responsible for developing the employer group's premium rates.~~

~~For purposes of this Rule R23-23(3), actuarially equivalency is achieved by meeting or exceeding The requirements of Section 26-40-115 which are also delineated on the DFCM website at <http://dfcm.utah.gov/downloads/Health%20Insurance%20Benchmark.pdf>.~~

~~(4) The health insurance must be available upon the first day of the calendar month following ninety (90) days from the date of hire.~~

~~(5) Architect and Engineer Compliance Process. Architects and engineers that are subject to this Rule must demonstrate compliance with this Rule in any annual submittal under Section 63G-6-702. During the procurement process and no later than the execution of the contract with the architect or engineer, the architect or engineer shall confirm that their applicable subcontractors or subconsultants meet the requirements of this Rule.~~

~~(6) General (Prime) Contractors Compliance Process. Contractors that are subject to this Rule must demonstrate compliance with this Rule for their own firm and any applicable subcontractors, in any prequalification process that may be used for the procurement. At the time of execution of the contract, the contractor shall confirm that their applicable subcontractors or subconsultants meet the requirements of this Rule.~~

~~(7) Notwithstanding any prequalification process, any contract subject to this Rule shall contain a provision requiring compliance with this Rule from the time of execution and throughout the duration of the contract.~~

~~(8) Hearing and Penalties.~~

~~(a) Hearing. Any hearing for any penalty under this Rule conducted by the Board or the Division shall be conducted in the same manner as any hearing required for a suspension or debarment.~~

~~(b) Penalties that may be imposed by Board or Division. The penalties that may be imposed by the Board or the Division if a contractor, consultant, subcontractor or subconsultant, at any tier, intentionally violates the provisions of this Rule R23-23, may include:~~

~~(i) a three-month suspension of the contractor or subcontractor from entering into future contracts with the State upon the first violation, regardless of which tier the contractor or subcontractor is involved with the future design and/or construction contract;~~

~~(ii) a six-month suspension of the contractor or subcontractor from entering into future contracts with the State upon the second violation, regardless of which tier the contractor or subcontractor is involved with the future design and/or construction contract;~~

~~(iii) an action for debarment of the contractor or subcontractor in accordance with Section 63G-6-804 upon the third or subsequent violation; and~~

~~(iv) monetary penalties which may not exceed 50 percent of the amount necessary to purchase qualified health insurance coverage for an employee and the dependents of an employee of the contractor or subcontractor who was not offered qualified health insurance coverage during the duration of the contract.~~

~~(c)(i) In addition to the penalties imposed above, a contractor, consultant, subcontractor or subconsultant who intentionally violates the provisions of this Rule shall be liable to the employee for health care costs that would have been covered by qualified health insurance coverage.~~

~~**R23-23-8. Not Create any Contractual relationship with any Subcontractor or Subconsultant.—**
Nothing in this Rule shall be construed as to create any contractual relationship whatsoever between the State of Utah, the Board, or the division with any subcontractor or subconsultant at any tier.~~

~~26-40-115. State contractor—Employee and dependent health benefit plan coverage.~~

~~For purposes of Sections 17B-2a-818.5, 19-1-206, 63A-5-205, 63C-9-403, 72-6-107.5, and 79-2-404, "qualified health insurance coverage" means, at the time the contract is entered into or renewed:~~

- ~~(1) a health benefit plan and employer contribution level with a combined actuarial value at least actuarially equivalent to the combined actuarial value of the benchmark plan determined by the program under Subsection 26-40-106(1), and a contribution level of 50% of the premium for the employee and the dependents of the employee who reside or work in the state, in which:
 - ~~(a) the employer pays at least 50% of the premium for the employee and the dependents of the employee who reside or work in the state; and~~
 - ~~(b) for purposes of calculating actuarial equivalency under this Subsection (1)(b):
 - ~~(i) rather than the benchmark plan's deductible, and the benchmark plan's out-of-pocket maximum based on income levels:
 - ~~(A) the deductible is \$1,000 per individual and \$3,000 per family; and~~
 - ~~(B) the out-of-pocket maximum is \$3,000 per individual and \$9,000 per family;~~~~
 - ~~(ii) dental coverage is not required; and~~
 - ~~(iii) other than Subsection 26-40-106(1), the provisions of Section 26-40-106 do not apply; or~~~~~~
- ~~(2) a federally qualified high deductible health plan that, at a minimum:
 - ~~(a) has a deductible that is either:
 - ~~(i) the lowest deductible permitted for a federally qualified high deductible health plan; or~~
 - ~~(ii) a deductible that is higher than the lowest deductible permitted for a federally qualified high deductible health plan, but includes an employer contribution to a health savings account in a dollar amount at least equal to the dollar amount difference between the lowest deductible permitted for a federally qualified high deductible plan and the deductible for the employer offered federally qualified high deductible plan;~~~~
 - ~~(b) has an out-of-pocket maximum that does not exceed three times the amount of the annual deductible; and~~
 - ~~(c) the employer pays 60% of the premium for the employee and the dependents of the employee who work or reside in the state.~~~~

BENEFITS-2014

PARTICIPATING NON-PARTICIPATING

Deductible and Out-of-Pocket Maximum

Deductible (Single/Family)	\$1,000/\$2,500	\$1,500/\$3,000
Out-of-Pocket Maximum	\$4,000/\$8,000	\$6,000/\$12,000

This amount is your deductible + co-insurance and copay

Inpatient Services

Medical, Surgical, Hospice, Emergency Admission	20% after deductible	50% percent after deductible
---	----------------------	------------------------------

Skilled Nursing Facility

Up to 60 days/calendar year	20% after deductible	50% percent after deductible
-----------------------------	----------------------	------------------------------

Rehab Therapy: Physical, Speech, Occupational

Up to 40 days/calendar year for all therapies combine	20% after deductible	50% percent after deductible
---	----------------------	------------------------------

Lifetime Maximum Plan Payment

None	None
------	------

Professional Services

Office Visits and Office surgeries Primary Care Provider (PCP)	\$25	50% after deductible (\$25 minimum copay)
---	------	--

Secondary Care provider (SCP)	\$40	50% after deductible (\$40 minimum copay)
-------------------------------	------	--

Allergy Tests	See Office Visits	Not Covered
Allergy Treatment and Serum	20%	Not Covered
Physicians Fees Medical, Surgical, Anesthesia	20% after deductible	50% after deductible

Preventative Services outlined by the ACA

Office visits (PCP/SCP)	Covered 100%	Not Covered
Adult and Pediatric Immunizations	Covered 100%	Not Covered
Diagnostic Test: Minor	Covered 100%	Not Covered
Other Preventative Services	Covered 100%	Not Covered

Pediatric Vision Service Ages 0-18 Years Only

Routine Eye Exams	Covered 100%	Not Covered
Contacts and Corrective lenses <i>Limit one pair of eyeglass lenses or contact lenses per year</i>	20% after deductible	50% after deductible

OUTPATIENT SERVICES

Outpatient Facility and Ambulatory Surgical	20% after deductible	50% after deductible
Ambulance (Air or ground) emergencies only	20% after deductible	See participating benefit
Emergency Room Participating Facility	\$250 after deductible	See participating benefit
Emergency Room Non-Participating Facility	\$250 after deductible	See participating benefit
Chemotherapy, Radiation, Dialysis	20% after deductible	50% after deductible
Diagnostic Tests: Minor	100% covered	50% after deductible
Diagnostic Tests: Major	20% after deductible	50% after deductible
Home Health, Hospice, Outpatient Private Nurse	20% after deductible	50% after deductible
Outpatient Rehab/Habilitative Therapy: Physical, Speech, Occupational <i>Up to 20 visits/calendar year for each therapy type</i>	\$40 after deductible	50% after deductible

MISCELLANEOUS

Maternity and Adoption <i>Includes all related maternity and adoption services</i>	See Professional, Inpatient, or Outpatient	See Professional, Inpatient, or Outpatient
---	--	--

Chiropractic Care <i>up to 15 visits/calendar year</i>	Not Covered	50% after deductible
---	-------------	----------------------

Miscellaneous Medical Supplies (MMS)	20% after deductible	50% after deductible
Durable Medical Equipment (DME)	20% after deductible	50% after deductible
Injectable Drugs and Specialty Medications	20% after deductible	50% after deductible
Infertility (select services only)	50% after deductible	Not Covered

Maximum plan payment: Up to \$1,500/calendar year; \$5,000/lifetime

Mental Health and Chemical Dependency

Inpatient

20% after deductible

50% after deductible

Outpatient

20% after deductible

50% after deductible

Residential Treatment Center

Not covered

Not Covered

Cochlear Implants

See Professional, Inpatient, or
Outpatient

Not Covered

Donor Fees for Covered Organ Transplants

See Professional, Inpatient, or
Outpatient

Not Covered

TMJ (Temporomandibular Joint) Services

Up to \$2,000/lifetime

See Professional, Inpatient, or
Outpatient

Not Covered

PRESCRIPTION DRUGS

Deductible

None

Out-of-Pocket Maximum

Combined With medical

Co-pay Up to 30-day supply for covered medications

generic substitution required

Tier 1

\$40

Tier 2

25%

Tier 3

50%

Tier 4

20%

Maintenance Drug 90-day supply

generic substitution required

Tier 1

\$40

Tier 2

25%

Tier 3

50%



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: Jeff Reddoor
Date: May 4, 2016
Subject: **Amended Long Term Lease Request in Cedar City, Utah for a New Public Safety and Department of Corrections Building**
Presenter: Wayne Christensen, DFCM Commercial Real Estate Specialist
Colonel Mike Rapich, Department of Public Safety
Jerry Jensen, Department of Corrections

Recommendation:

DFCM recommends that the Board approve the Amended Long Term Lease request for a 25-year lease for the **Public Safety and Department of Corrections Building**. This project was previously approved by the Utah State Building Board on January 14, 2015 for a 20 year lease term. Architectural firms were interviewed and the selected firm prepared the drawings. Iron County advertised the project with a RFP. Unfortunately, all the bids came in over budget. Iron County went back to the Permanent Community Impact Fund and requested an additional \$700,000. The Fund's Board approved the additional funding of \$700,000 at 2.5% interest and changed the Term of the Bond to 25 years. Approval is being requested for the 25 year term, which will help keep the annual rental rates affordable for the Agencies.

Background:

The statute that requires Building Board approval of long term leases is contained in subsection 63A-5-302(2) and is repeated below.

2) *The director may:*

- (a) *subject to legislative appropriation, enter into facility leases with terms of up to ten years when the length of the lease's term is economically advantageous to the state; and*
- (b) *with the approval of the State Building Board and subject to legislative appropriation, enter into facility leases with **terms of more than ten years** when the length of the lease's term is economically advantageous to the state.*

Attachments

April 20, 2016

LONG TERM LEASE REQUEST

DEPARTMENT OF PUBLIC SAFETY AND DEPARTMENT OF CORRECTIONS

LOCATION: 2136 North Main Street, Cedar City, UT

TYPE OF SPACE: OFFICE SPACE

AMOUNT OF SPACE:

Utah Highway Patrol:	2,052 Sq. Ft.
Driver License:	2,990 Sq. Ft.
Communications-Dispatch:	2,308 Sq. Ft.
Utah Task Force:	971 Sq. Ft.
Adult Probation and Parole:	6,218 Sq. Ft.
Sub Total:	15,724 Sq. Ft.
Common Space for all Agencies:	6,376 Sq. Ft.
Unfinished basement:	3,667 Sq. Ft.
TOTAL:	<u>18,206 Sq. Ft.</u>

Grossing Factor 1.35 Total Gross Sq. Ft. 24,582 Sq. Ft.

LENGTH OF LEASE: TWENTY (25) YEARS

RENEWAL OPTION: THE STATE HAS THE OPTION TO RENEW THE LEASE FOR ADDITIONAL 60 MONTH TERMS IF IRON COUNTY DOES NOT NEED THE SPACE FOR THE EXPANSION OF THE COUNTY SHERIFF'S OFFICES.

COST: A MAXIMUM OF \$17.67 PER SQUARE FOOT RATE FOR THE TWENTY-FIVE YEAR PERIOD WITH A CLAUSE TO INCREASE THE RATE ONLY FOR INCREASES IN THE OPERATING AND MAINTENANCE COST.

It is expected that the actual rental cost after construction completion will be **\$17.50/Sq. Ft.**

JUSTIFICATION: Iron County has a \$3,700,000 Bond from the "Permanent Community Impact Fund" to build this new office building for the State of Utah's Public Safety and Department of Corrections. The site is located on Iron County land directly east of the existing Iron County Sheriff Offices and Jail complex located at 2132 North Main Street, Cedar City, Utah.

The County has an excellent Bond interest rate of 2.5%. The new building is sized for the 25 year growth of Public Safety and

Corrections. Public Safety is presently paying annual rental of \$177,275/year for leased space. Adult Probation and Parole is located in the old DABC store on South Main Street. It has only 3,366 Sq. Ft. of space and does not have required interview rooms, drug testing facilities and private offices. This new office building will correct all the deficiencies of the present AP & P office. The co-location of all these five agencies will improve the daily communication between the agencies.

New Cedar City Public Safety Building Rendering





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: Jeff Reddoor
Date: May 4, 2016
Subject: **Funding Certification for Southern Utah University's New Business Building and Remodel of the Old Leavitt Business Building**
Presenter: Scott Wyatt, President of USU

Recommendation:

Jeff Reddoor requests the Board review the attached letter from Southern Utah University President Scott Wyatt certifying the funds for the New Business Building and Remodel of the Old Leavitt Business Building are in place and immediately available for this project. The Legislature appropriated \$8 Million in FY 2017 for the construction of the project with alternate funding of \$9 Million from SUU provided through donations and other institutional sources, totaling \$17 Million. A motion for approval is required by the Board.

Background:

The 2015 Utah State Legislature directed the Building Board to adopt a policy to approve "Other Funding Source Certification for State-Funded Buildings." As a result, the Board adopted a policy for this process during last April's meeting. The Legislature required the Board to certify that:

- (1) the Board has received credible evidence that any other funding sources for a building as presented to the State Building Board and the Legislature during their prioritization processes are actually available, and
 - (2) until the State Building Board votes to certify that such funds are available."
- [SB 2] The Legislature prohibited the Division of Facilities, Construction and Management (DFCM) from expending any state funds until the State Building Board verified the availability of alternative funding sources (see S.B. 2, Item 45).

This policy clarifies the process for certifying by the State Building Board that they have received credible evidence that the other funding sources (as presented to the Board and the Legislature during their prioritization processes) are actually available; and the Board vote to certify that such funds are available.

JLR: cn
Attachments



351 West University Blvd.
Cedar City UT 84720
Office (435) 586-7702
Fax (435) 586-5475
wyatt@suu.edu

SCOTT L WYATT
P R E S I D E N T

May 4, 2016

Jeff Reddoor, Director
Utah State Building Board
4110 State Office Building
Salt Lake City, Utah 84114

Subject: Funding Commitment for Business Building Project

Dear Mr. Reddoor:

The Utah Legislature approved construction of a new SUU Business Building, and remodel of the old Leavitt Business Building, during the 2016 general session. \$8 million was appropriated toward project costs. The state-funds will be combined with \$9 million from private donations and other institutional sources for a total project cost of \$17 million.

With this letter, I confirm that the University has the private donated funds on hand, immediately available for the project, or written commitments from reliable donors for the same. If an unforeseen exigency were to arise that impaired any of the pledged commitments, the University has the capacity and will pay DFCM invoices for project costs.

I respectfully request Building Board approval to begin this project for SUU.

Sincerely,



Scott L. Wyatt



Gary R. Herbert
Governor

Utah State Building Board

4110 State Office Building
Salt Lake City, Utah 84114
Phone (801) 538-3017
Fax (801) 538-3267

MEMORANDUM

To: Utah State Building Board
From: Jeff Reddoor
Date: May 4, 2016
Subject: **Administrative Report for University of Utah and Utah State University**
Presenters: Ken Nye, University of Utah
Ben Berrett, Utah State University

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

JLR: cn
Attachments



Office of the Vice President
For Administrative Services

April 18, 2016

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

Subject: U of U Administrative Reports for the May 4, 2016 Building Board Meeting.

Dear Jeff:

The following is a summary of the administrative reports for the U of U for the period March 24, 2016 – April 18, 2016. Please include this in the packet for the May 4, 2016 Building Board meeting.

Professional Services Agreements (Page 1)

The Professional Services Agreements awarded during this period consist of:
6 Design Agreements, 6 Planning/ Study/Other Agreements.

The most significant agreements are for the design, energy analysis, and commissioning of the Alumni House which was authorized by the Legislature as part of the FY15 Revenue Bond bill. These are included in the report as items 1, 7, 8.

Construction Contracts (Page 2)

The Construction Contracts awarded during this period consist of:
0 New Space Contracts, 8 Remodeling Contracts, 1 Site Improvement Contracts.

No significant items.

Report of Project Reserve Fund Activity (Page 3)

Increases:

None

Decreases:

None

Report of Contingency Reserve Fund (Page 4)

Increases:

None.

Associate Vice President Facilities Management

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

Mr. Jeff Reddoor, Building Board Director
April 18, 2016
Page 2

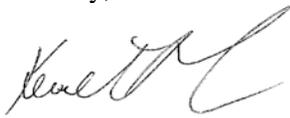
Decreases:

Project 21486; HTW Plant Replace Boiler 1

This transfer of \$29,316.84 is mostly to address the cost of the unforeseen condition of lead-based primer paint that must be abated before new equipment can be welded to the existing steel structure.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth E. Nye". The signature is fluid and cursive, with a large initial "K" and "E".

Kenneth E. Nye, Director
Facilities Management Business Services

Enclosures

cc: University of Utah Trustees
Mike Perez
Eric Tholen



Professional Services Agreements

Awarded From March 24, 2016 - April 18, 2016

Item Number	Project Number	Project Name	Firm Name	Project Budget	Contract Amount
Design					
1	21355	Alumni House Addition	Edwards and Daniels Architects	\$ 10,099,000	\$ 646,595
2	21893	Chemical Engineering 4th floor Renovation	Gould Plus Architects	\$ 394,745	\$ 28,133
3	21920	HPER Basement Athletics Locker Room	Tracy Stocking and Associates	\$ 572,517	\$ 26,135
4	21930	Williams Bldg WC & Urinal Replacement	DLJ Mechanical Engineering	\$ 146,656	\$ 9,000
5	70042	Oxygen Maifold System	Van Boerum and Frank Associates	\$ 25,250	\$ 25,250
6	70055	HCH - Create Office From File Room	Architectural Nexus	\$ 12,140	\$ 12,140
Planning/Study/ Other					
7	21355	Alumni House Energy Engineering	Colvin Engineering Assoc.	\$ 10,099,900	\$ 23,200
8	21355	Alumni House Commissioning	Utah New Vision Construction LLC	\$ 10,099,900	\$ 50,000
9	21582	Skaggs Controls Upgrade - Commissioning	ETC Group	\$ 2,274,000	\$ 99,700
10	21710	Stadium Videoboard and Sound Replacement	Gordon Geotechnical Engineering	\$ 13,515,309	\$ 14,500
11	21874	West Village Balcony Repairs	Reaveley Engineers and Associates	\$ 195,116	\$ 7,255
12	70056	Security Camera Master Planning	Tracy Stocking and Assoc.	\$ 26,060	\$ 26,060



Construction Contracts

Awarded From March 24, 2016 - April 18, 2016

Item Number	Project Number	Project Name	Firm Name	Project Budget	Contract Amount
Construction - New Space					
Construction - Remodeling					
1	21677	Vivarium HVAC Controls - Abatement	Eagle Environmental Inc	\$ 920,119	\$ 11,700
2	21795	SK H 582 Auditorium Remodel	Entelen Design-Build LLC	\$ 507,000	\$ 153,000
3	21817	First Ave. Housing Roof	Utah Correctional Industries	\$ 28,000	\$ 26,000
4	21847	Biology Lab 205 Remodel	CRC Construction Inc	\$ 380,280	\$ 303,643
5	21850	Sutton Geology Lab Room Remodels	Wasatch West Contracting	\$ 314,467	\$ 195,000
6	21582	Better Buildings Challenge Phase 1B	Commercial Mechanical Systems and Service	\$ 2,274,000	\$ 1,084,228
7	21749	UUHC F&E Office Renovation	Hunt Construction of Utah	\$ 324,509	\$ 251,728
8	21779	BTU Meters Phase 4	Commercial Mechanical Systems and Service	\$ 1,023,100	\$ 299,992
Construction - Site Improvement					
9	21871	Pioneer Garden Greenhouse	Mark Hamilton Construction	\$ 27,600	\$ 16,100



University Of Utah
Report Of Contingency Reserve Fund Activity
For the Period of March 24, 2016 to April 18, 2016

PROJ. NO.	DESCRIPTION	CURRENT TRANSFERS	TOTAL TRANSFERS FROM CONTINGENCY	% OF CONSTR. BUDGET	PROJECT STATUS
	BEGINNING BALANCE	2,463,559.44			
	INCREASES TO CONTINGENCY RESERVE FUND				
	None				
	DECREASES TO CONTINGENCY RESERVE FUND				
	NEW CONSTRUCTION				
	None				
	REMODELING				
21486	HTW Plant Replace Boiler 1	(29,316.84)	262,597.26	13.25%	Construction
	ENDING BALANCE	2,434,242.60			

April 22, 2016

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

Dear Jeff:

SUBJECT: USU Administrative Reports for the May 2016 Building Board Meeting

The following is a summary of the administrative reports for USU for the period 03/25/2016 to 04/22/2016.

Professional Contracts, 6 contracts issued (Page 1)

Comments are provided on the report.

Construction Contracts, 8 contracts issued (Page 2)

Comments are provided on the report.

Report of Contingency Reserve Fund (Page 3)

One project needed funds from the contingency reserve fund during this reporting period. The contingency fund is in good order.

Report of Project Reserve Fund Activity (Page 4)

No projects needed funds from the project reserve fund during this reporting period. The project reserve fund is in good order.

Current Delegated Projects List (Pages 5-7)

Of USU's 63 projects, 8 are pending, 11 are in the design/study phase, 36 are in construction, and 8 are substantially complete. There were no projects that were completed during this period.

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
Eric Tholen



**Professional Contracts
Awarded From 03/25/16 to 04/22/16**

Project Name	Firm Name	A/E Budget	Fee Amount	Comments
1 Summit Hall Remodel	Forsgren Associates	\$4,200.00	\$4,200.00	Seismic evaluation and re-roof engineering services
2 Clinical Services	Jacoby Associates	\$109,000.00	\$84,000.00	Provide interior design services related to furniture, fixtures, and equipment
3 Planning & Design FY16	Method Studio	\$96,687.00	\$40,000.00	Provide Master Planning Services for the Blanding Campus
4 Planning & Design FY16	MHTN Architects	\$96,687.00	\$35,000.00	Provide Master Planning Services at USU's Botanical Center
5 Planning & Design FY16	Design Workshop	\$96,687.00	\$20,450.00	Provide landscape design for USU's Quad
MISCELLANEOUS CONTRACTS				
6 Health, LS, Code, Asbestos FY16	Dixon Information	\$7,500.00	\$70.00	Two rush samples from Old Main roof leak

Construction Contracts Awarded From 03/25/16 to 04/22/16

Project	Firm Name	Design Firm	Const Budget	Contract Amt	Comments
1 RBW/Family Life Chilled Water Piping	Spindler Construction	CRSA	\$691,418.00	\$528,000.00	Upgrade the Ray B West/Family Life tunnel
2 NE Auxiliary Tunnel Extension	Spindler Construction	Cache Landmark Engineering	\$264,955.00	\$262,686.00	Chilled water connection at USU's Junction building
3 Chilled Water Infrastructure FY16	Spindler Construction	Colvin Engineering	\$326,773.00	\$213,900.00	Upgrade the chilled water loop at Sci Tech Library
4 Medium Voltage Upgrade FY16	Cache Valley Electric	USU Facilities Planning and Design	\$988,506.00	\$191,603.00	Upgrade to the 15kV distribution system
5 Romney Stadium Scoreboard 2015	Cache Valley Electric	AJP	\$2,621,098.00	\$26,028.00	Install new emergency power system for scoreboard
6 Health, LS, Code, Asbestos FY16	Thermal West Industrial	Dixon Information	\$175,800.00	\$25,685.00	Pipe insulation and PVC jacket replacement in the ice cream production area of the NFS building
MISCELLANEOUS CONTRACTS					
7 Merrill Cazier Lib Testing Ctr	Utah Yamas Controls		\$1,630,000.00	\$19,882.00	Access controls at testing center
8 NE Auxiliary Tunnel Extension	Eagle Environmental		\$264,955.00	\$2,269.00	Abate asbestos from the chilled water lines in the basement machine room of the Junction

**Report of Contingency Reserve Fund
From 03/25/16 to 04/22/16**

Project Title	Current Transfers	Total Transfers To (From) Contingency	% to Construction Budget	Project Status	% Completed (Paid)
BEGINNING BALANCE	\$563,611.77				
INCREASES TO CONTINGENCY RESERVE FUND None					
DECREASES FROM CONTINGENCY RESERVE FUND NFS Mechanical System Phase 1 Additional piping and insulation	(40,364.44)	(63,785.68)	9.70%	Construction	92.27%
ENDING BALANCE	\$523,247.33				

Report of Project Reserve Fund Activity From 03/25/16 to 04/22/16

Project Title	Transfer Amount	Description	% of Construction Budget
BEGINNING BALANCE	\$475,209.87		
INCREASES TO PROJECT RESERVE FUND None			
DECREASES TO PROJECT RESERVE FUND None			
ENDING BALANCE	\$475,209.87		

Current Delegated Projects List 4/22/2016

Project Number	Project Name	Phase	Project Budget
CAPITAL DEVELOPMENT/IMPROVEMENT			
A27146	Campus Controls Upgrade FY13	Substantial Completion	244,161
A27147	Campus-wide Bike Racks FY13	Construction	54,074
A28999	Building Commissioning FY14	Commissioning	196,296
A29000	Campus Controls Upgrade FY14	Construction	495,067
A29001	Classroom/Auditorium Upgrades FY14	Construction	308,965
A29003	Elevator Upgrades FY14	Substantial Completion	302,370
A29004	Emergency Generator FY14	Construction	250,000
A29006	Medium Voltage Upgrades FY14	Construction	368,637
A29007	Misc Critical Improvements FY14	Construction	249,979
A29011	Planning and Design FY14	Design/Study	157,256
A30560	Innovation Campus Water Line	Substantial Completion	168,749
A31318	1200 E Walk Way Improvements	Construction	943,030
A31321	Classroom/Auditorium Upgrade FY15	Construction	276,045
A31322	Concrete Replacement FY15	Construction	310,403
A31324	Elevator Upgrades FY15	Construction	405,597
A31325	Emergency Generator FY15	Pending	229,872
A31327	Health, LS, Code, Asbestos FY15	Substantial Completion	134,489
A31328	HVAC Controls Upgrade FY15	Pending	228,311
A31329	Medium Voltage Upgrade FY15	Construction	460,460
A31330	Morgan Theater Upgrade	Construction	1,597,496
A31332	Old Main Reroof	Substantial Completion	111,732
A31333	Planning and Design FY15	Design/Study	175,075
A31334	Sign System FY15	Construction	47,193
A31335	Site & Safety Lighting	Construction	322,525
A33054	Uintah Basin Nursing Lab Remodel	Substantial Completion	142,845

A33654	Romney Stadium Scoreboard	Construction	2,857,730
A34282	Access Control FY16	Construction	54,795
A34283	Chilled Water Infrastructure FY16	Construction	344,773
A34284	Classroom/Auditorium Upgrades FY16	Pending	275,847
A34285	Concrete Replacement FY16	Construction	243,096
A34287	Health, LS, Code, Asbestos FY16	Construction	183,300
A34289	Irrigation Controller Replacement FY16	Substantial Completion	66,353
A34290	Medium Voltage Upgrades FY16	Construction	1,088,506
A34291	NFS Mechanical System Phase I	Construction	777,966
A34292	Old Main Fire Alarm Upgrades FY16	Construction	437,577
A34294	Planning and Design FY16	Design/Study	96,687
A34295	RBW/Family Life Chilled Water Piping	Construction	786,918
A34296	South Farm Fire Lane/Hydrants FY16	Construction	231,559
A34297	Spectrum Emergency Lighting Upgrade	Construction	252,505
A34298	UBC Infrastructure Improvements	Construction	1,158,887
A34299	Univ Inn/Widstoe Steam Line Replacement	Design	75,000
A34300	VCT Tile Replacement in Hallways	Pending	328,890
A34301	Vet Science Electrical Upgrade FY16	Design	98,753
A34468	Roosevelt Ed Ctr Aggie Station Remodel	Design	37,550
A35181	Living Learning Center Parking Garage Vestibules	Construction	103,824
A35463	Spectrum ADA Seating	Construction	31,090
A35569	Townhouse Stucco Proj Bldg 3	Pending	139,470
A35570	Athletics Refueling Station	Substantial Completion	139,538
A35676	Merrill Cazier Lib Testing Ctr	Construction	2,108,650
A35677	PDP Air Handling Units	Design	340,000
A35868	Summit Hall Remodel	Design	1,122,568
A35971	PDP Refreshment	Design	700,000
A35997	NE Auxiliary Tunnel Extension	Construction	383,850
A36118	Utility Meter Upgrades FY16 (New Project)	Pending	91,500
A36189	Gymnastics Room Relocation (New Project)	Design	450,000
A36353	Athletics Track Resurfacing and Remodel (New Project)	Pending	400,000
C11368	USUE Mechanical/Lighting upgrade	Construction	877,397
C11375	USUE Library Concrete Replacement	Construction	297,173
C11461	USUE Infrastructure/Automation Upgrade	Construction	461,857

C11508	USUE Career Center Upgrades	Construction	834,234
C11560	USUE Cosmetology Relocation	Construction	332,486
C11614	USUE Blanding Campus Mechanical FY16	Pending	45,662
C11615	USUE Geary Theatre Bldg Upgrades FY16	Design	1,992,786
TOTAL (63)			<u><u>\$28,429,404</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: Jeff Reddoor
Date: May 4, 2016
Subject: **Administrative Report for DFCM**
Presenter: Eric R. Tholen, DFCM Director

The following is a summary of the Administrative Report for DFCM

Lease Report (Page 1)

No significant items

Professional Services Agreements, 16 Agreements Issued (Pages 2 - 3)

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

No significant items

Construction Contracts, 29 Contracts Issued (Pages 4 - 6)

The Construction Contracts awarded during this period consist of:
New Space Contract, 24 Remodeling Contracts, 3 Roofing/Paving and 2 Other.

Item#21, DOT Roosevelt Maintenance Building Trench Drain Improvements
Funds from Project Reserve will be used to award this contract.

Item #24, DOT Scipio Storage Shed emergency powers
DOT is covering amount over construction budget

Report of Contingency Reserve Fund (Pages 7 - 27)

Increases

Increases are from budgeted contingency transfers and decrease change orders/modifications.

Decreases, Capital Development

Salt Lake School for the Deaf and Blind New Building

Report of Contingency Reserve Fund Continued

This transfer of \$150,426 covers change orders #7 and #8. See attached pages #8 – 11 for details and contract summary.

WSU New Tracy Hall Science Building

This transfer of \$129,138 covers the State's share of change order #13. See attached pages #12 - 16 for details and contract summary.

CUCF 192 Bed Pod Expansion

This transfer of \$106,357 covers change order #8. See attached pages #17 - 20 for details and contract summary.

Unified State Laboratory Module #2

This transfer of \$68,667 covers contingencies share of change order #3. See attached pages #21 - 24 for details and contract summary.

Decreases, Capital Improvement

DOT Richmond Maintenance Station Replace Water Line

This transfer of \$88,794 covers change order #1. See attached pages #25 - 27 for details and contract summary.

Report of Project Reserve Fund Activity (Pages 28 - 30)

Increases

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

Decreases

The decreases are transfers to award the construction contract are those projects.

This report also includes a total by Agency/Institution for increases and decreases to this reserve fund, on a rolling 12 month basis. We will keep this updated, so you can see who has given and drawn from the Project Reserve Fund over this time period.



Division of Facilities Construction and Management
 4110 State Office Building, Salt Lake City, UT 84114
 Telephone (801) 538-3017 FAX (801) 538-3267

LEASE REPORT

From 03/15/2016 to 04/15/2016

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

NEW LEASES

1.	15-1115 Human Services 10008 S Creek Run Way Sandy	New Lease	Office	01/15/16 – 12/31/25		53,403		\$ 22.75	New 10 year Lease.
----	--	-----------	--------	------------------------	--	--------	--	----------	--------------------

AMENDMENTS

1.	12-0673 Environmental Quality, Approx. 290 S 1000 W, Roosevelt	Renew Lease	Air Monitoring Station	08/01/16 – 07/31/21	625	625	\$0.00	\$0.00	Renew Lease for 5 years.
2.	RE-1001 Public Safety West Valley Driving Range Lessee –Crit Series Racing, LLC, West Valley	Renew License	Ground Lease	04/08/16 – 09/02/16	Paved Lot		\$100.00 per. month		Renew License for 5 months.
3.	07-1862 Tax Commission 250 N Main Street #200 Richfield	Renew Lease	Office	02/01/17 – 01/31/22	1,312	1,312	\$15.05	\$15.10	Renew Lease for 5 years.



State of Utah

Division of Facilities and Construction Management

Professional Contracts Awarded

Contract Type = P; Award Date >= 03/26/2016; and less than 04/22/2016

# Agency	Project Contract	Contract/Contractor	Type	Budget	Award
Design					
1 Courts	<u>15035150</u> <u>1670359</u>	Alta Survey For Provo Fourth District Courthouse E Ensign Engineering & Lands Surveying Inc	Design	\$6,023,960	\$7,250
2 Health	<u>17003390</u> <u>1670257</u>	Department Of Health Cannon Health Building Cool Van Boerum & Frank Assoc Inc	Design	\$22,449	\$19,400
3 Human Services	<u>16034400</u> <u>1670347</u>	Department Of Human Services Academy Square - Dhs Scott P Evans Architect&assoc	Design	\$5,696	\$5,178
4 Dfcm - Statewide Funds	<u>13002300</u> <u>1670341</u>	Division Of Facilities Construction & Management Bacgen Technologies Inc dba Bacgen Solar Group	Energy	\$14,000	\$13,514
5 Dnr - Wildlife Resources	<u>15357520</u> <u>1670344</u>	Division Of Wildlife Resources Springville Fish H Gordon Geotechnical Engineering, Inc.	Geotechnical	\$11,670	\$18,000
6 Juvenile Justice Services	<u>16025430</u> <u>1670329</u>	Djjs Training Center Reroof & Windows Upgrade Mat Frank N Murdock Jr Arch & Assoc	Design	\$31,985	\$27,265
7 Public Safety	<u>15108550</u> <u>1670343</u>	Dps Box Elder Office Consolidation Department Of Frank N Murdock Jr Arch & Assoc	Design	\$106,845	\$96,222
8 Dnr - Wildlife Resources	<u>16020520</u> <u>1670337</u>	Dwr Cache Valley Shooting Range Baffles Replaceme Jub Engineers Inc	Design	\$18,317	\$16,626
9 Workforce Services	<u>17018920</u> <u>1670349</u>	Insurance Department Fraud Division Space Ti Ran Design Sequence	Design	\$61,107	\$61,107
10 National Guard	<u>16021480</u> <u>1670318</u>	National Guard Draper Complex Demarcation Room El Spectrum Engineers Inc	Design	\$19,000	\$15,200
11 Salt Lake Comm College	<u>17017660</u> <u>1670357</u>	Slcc Rrc Rampton Tb Building Bathroom Remodel T Prior & Associates	Design	\$74,679	\$51,975
12 Mountainland Atc	<u>17016260</u> <u>1670334</u>	Utah College Of Applied Technology Mountainland A Civil Solutions Group Inc	Design	\$69,290	\$61,435
13 Dept Of Transportation	<u>16029900</u> <u>1670333</u>	Utah Department Of Transportation New Cottonwood Beecher Walker & Associates Lc	Design	\$123,900	\$99,900
14 National Guard	<u>15024480</u> <u>1670336</u>	Utah National Guard - Readiness Center Matthias M Mkk Counsulting Engineers	Commissioning	\$285,000	\$119,990



State of Utah

Division of Facilities and Construction Management

Professional Contracts Awarded

Contract Type = P; Award Date >= 03/26/2016; and less than 04/22/2016

# Agency	Project Contract	Contract/Contractor	Type	Budget	Award
Design					
15 Developmental Center	<u>14068410</u> <u>1670351</u>	Utah State Developmental Center, Admissions & Safe Ajc Architects	Unclass Consult	\$329,566	\$18,600
16 Utah Valley University	<u>15368790</u> <u>1670317</u>	Uvu Autism Curtis Miner Architects Clint Bunnell Curtis Miner Architecture	Design	\$417,516	\$293,747



State of Utah

Division of Facilities and Construction Management

Construction Contracts Awarded

Contract Type = C; Award Date >= 03/26/2016; and less than 04/22/2016

# Agency	Project Contract	Contract/Contractor	Type	Budget	Award
Miscellaneous Construction					
1 Dfcm - Statewide Funds	<u>12107300</u> <u>1675319</u>	Dabc Magna, Tooele, North Temple Asphalt Upgrades Morgan Pavement Maintenance dba Morgan Pavement	Paving	\$811,430	\$24,920
2 Agriculture	<u>15119010</u> <u>1675294</u>	Department Of Agriculture And Food Ogden Grain Bu Saunders Construction Inc	Const Remodel	\$164,177	\$146,698
3 Abc Stores	<u>15145030</u> <u>1675276</u>	Department Of Alcoholic Beverage Control Murray S Utah Correctional Industries	Roofing	\$92,545	\$88,000
4 Dnr - Wildlife Resources	<u>15118520</u> <u>1675290</u>	Division Of Wildlife Resources Cache Valley Shoot Post Construction Co Inc	Const Remodel	\$230,803	\$130,213
5 Dnr - Wildlife Resources	<u>15051520</u> <u>1675303</u>	Division Of Wildlife Resources Lee Kay Center - P Preferred Paving	Const Site Imp	\$114,684	\$87,354
6 Dnr - Wildlife Resources	<u>15039520</u> <u>1675279</u>	Division Of Wildlife Resources Egan Fish Hatcher Harward & Rees	Const Remodel	\$591,531	\$21,139
7 Dnr - Wildlife Resources	<u>15137520</u> <u>1675311</u>	Division Of Wildlife Resources Midway Fish Hatch Rod Lewis Construction Llc	Const Remodel	\$53,984	\$53,950
8 Dnr - Parks & Recreation	<u>15053510</u> <u>1675288</u>	Dnr Parks & Recreation Yuba Lake Oasis Campground Miller Paving Inc	Const Site Imp	\$373,303	\$373,303
9 Juvenile Justice Services	<u>15278430</u> <u>1675283</u>	Human Services Wasatch Youth Corrections New Conc Chad Husband Construction Inc	Const Remodel	\$542,981	\$542,194
10 Dfcm - Managed Buildings	<u>12249310</u> <u>1675306</u>	Isf Construction Contract - 1922 House And Senate Accent Automatics Inc	Const Remodel	\$100,000	\$12,430
11 National Guard	<u>15201470</u> <u>1675301</u>	Manti Armory Neutrals And Grounding Upgrade Wayne Electro Specialties Inc	Const Remodel	\$98,948	\$35,445
12 Courts	<u>15212150</u> <u>1675292</u>	Matheson Courthouse Secure Cells Plumbing Upgrade U S Mechanical Llc	Const Remodel	\$615,163	\$163,525
13 Natural Resources	<u>15237500</u> <u>1675267</u>	Natural Resources Dnr Natural Resources Bldg Wal Smolka Construction Inc	Const Remodel	\$276,706	\$23,537
14 Salt Lake Comm College	<u>15018660</u> <u>1675289</u>	Salt Lake Community College - Redwood Road Campus North Ridge Construction	Const Remodel	\$608,535	\$535,765



State of Utah

Division of Facilities and Construction Management

Construction Contracts Awarded

Contract Type = C; Award Date >= 03/26/2016; and less than 04/22/2016

# Agency	Project Contract	Contract/Contractor	Type	Budget	Award
Miscellaneous Construction					
15 Salt Lake Comm College	<u>14047670</u> <u>1675268</u>	Salt Lake Community College - South City Campus Creative Times Inc	Const Remodel	\$334,587	\$118,700
16 Dfcm - Statewide Funds	<u>12200300</u> <u>1675260</u>	Snow College - Richfield Sevier Valley Center E Riverstone Concrete	Const Remodel	\$1,396,012	\$35,821
17 Snow College	<u>17009710</u> <u>1675315</u>	Snow College Ephraim Stadium Lead-based Paint Rem Rocmont Industrial Corp	Haz Mat Const	\$355,000	\$320,000
18 Dfcm - Statewide Funds	<u>12200300</u> <u>1675296</u>	Snow College Richfield, Sevier Valley Center Emer Kevin Moore Electric Co	Const Remodel	\$1,396,012	\$10,934
19 Dept Of Transportation	<u>15205900</u> <u>1675287</u>	Udot Toc Replace Overhead Doors - Station 2430 Utah Garage/ Overhead Door Of Utah Valley	Const Remodel	\$63,154	\$17,435
20 Dept Of Transportation	<u>15147900</u> <u>1675304</u>	Udot Material Testing Lab Reroof Matt Boyer Uci Utah Correctional Industries	Roofing	\$105,741	\$105,000
21 Dept Of Transportation	<u>15206900</u> <u>1675285</u>	Udot Roosevelt Trench Drain Improvements Wayne Sm Csm Construction Inc	Const Remodel	\$19,864	\$23,300
22 Dept Of Transportation	<u>15205900</u> <u>1675286</u>	Udot Toc Service Pit Modifications Wayne Smith Csm Construction Inc	Const Remodel	\$63,154	\$12,200
23 Davis Atc	<u>15061220</u> <u>1675282</u>	Utah College Of Applied Technology Davis Atc - M Landmark Companies Inc	Const Remodel	\$220,168	\$211,184
24 Dept Of Transportation	<u>15174900</u> <u>1675291</u>	Utah Department Of Transportation Scipio Station Dh Electric Inc	Const Remodel	\$20,565	\$29,410
25 Fairpark	<u>15277370</u> <u>1675270</u>	Utah State Fairpark Sheep And Market Barns Wind Ascent Construction Inc	Const Remodel	\$268,860	\$269,600
26 Utah Valley University	<u>15182790</u> <u>1675297</u>	Utah Valley University Health Professions Buildin Commercial Mechanical Systems & Service	Const Remodel	\$276,624	\$138,051
27 Utah Valley University	<u>15178790</u> <u>1675293</u>	Utah Valley University Student Activity Center - Oma Construction	Const Remodel	\$1,663,700	\$1,663,700
28 Utah Valley University	<u>14059790</u> <u>1675299</u>	Uvu Uvu Wolverine Service Center Exterior Re-ski Rod Lewis Construction Lic	Const Remodel	\$127,756	\$61,512



State of Utah

Division of Facilities and Construction Management

Construction Contracts Awarded

Contract Type = C; Award Date >= 03/26/2016; and less than 04/22/2016

# Agency	Project Contract	Contract/Contractor	Type	Budget	Award
Miscellaneous Construction					
29 Weber State University	<u>15349810</u> <u>1675295</u>	Weber State University Wsu Geothermal Ground Sour Spindler Construction Corp	Const Remodel	\$2,656,000	\$2,655,954

DFCM

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

May-16

REPORT OF CONTINGENCY RESERVE FUND

PROJECT TITLE			DEVELOPMENT STATE FUNDS CURRENT TRANSFERS	IMPROVEMENT STATE FUNDS CURRENT TRANSFERS	TRANSPORTATION FUNDS CURRENT TRANSFERS	TOTAL TRANSFERS FROM CONTINGENCY	% TO CONSTR. BUDGET	PROJECT STATUS	% Complete
BEGINNING BALANCE			6,565,368.13	6,842,631.49	7,415.55				
FUNDING									
None									
DECREASES									
14190	DEAF & BLIND	New SLC Building	(150,426.00)	-	-	276,981.00	1.98%	Construction	53%
12345	WSU	Tracy Hall Science Bldg	(129,138.23)	-	-	755,573.63	1.14%	Construction	80%
08231	CUCF	192 Bed Pod Expansion	(106,357.00)	-	-	1,067,926.35	3.48%	Construction	65%
15112	UDOT	Richmond Water Line	-	(88,794.00)	-	88,794.00	27.59%	Construction	39%
13020	DFCM	Unified Lab Module 2	(68,667.00)	-	-	260,041.00	0.79%	Construction	47%
14068	DHS	USDC Durable Housing Units	(44,775.59)	-	-	44,775.59	0.58%	Construction	41%
14248	Agriculture	SF Veterinary Bldg	-	(32,034.67)	-	39,776.67	3.91%	Complete	96%
15005	UVU	Gunther Bldg HVAC Uimprovements	-	(14,692.39)	-	32,965.69	4.18%	Construction	89%
13180	USU-EAST	Central Instructional Bldg	(10,557.00)	-	-	898,145.07	4.07%	Construction	96%
14238	SUU	Auditorium Stage Lift	-	(5,556.00)	-	5,556.00	4.50%	Pending	80%
15239	DNR	Cannon Bldg Fan Wall	-	(5,555.00)	-	5,555.00	3.82%	Pending	0%
15228	TAX	Door Hardware/ADA Opener	-	(4,075.12)	-	4,075.12	2.27%	Construction	70%
15003	Wildlife	Flaming Gorge Bunkhouse	-	(3,446.00)	-	66,294.96	16.07%	Construction	61%
15073	DVA	Payson Nursing Home Storage Facility	-	(600.00)	-	16,969.54	9.89%	Closed	100%
15302	DFCM	Governor's Mansion Perimeter Fence	-	(559.51)	-	559.51	0.17%	Construction	21%
12319	DXATC	Land Purchase	(429.89)	-	-	429.89	0.02%	Closed	100%
13182	Courts	Tooele Front Counter	-	(144.45)	-	11,817.27	9.69%	Closed	100%
TOTAL			6,055,017.42	6,687,174.35	7,415.55				
NOTE: Contingency Reserve Fund Will Be Reduced FY2017 By \$5,000,000.00 Per HB#2 Item #58									



Construction Change Order

Construction Change Order			
Description:	SPECIALIZE ITEMS FOR MULTI-PURPOSE, 1)CLIMBING WALL 2)BACKSTOPS, DIVIDER, SCOREBOARDS 3)STAGE CURTAINS DAVID MCKAY WADMAN CORPORATION	Status:	CO EXECUTED
		Change Order Date:	Feb 29, 2016
		Total Amount:	\$140,201.00
		New End Date:	
Capital Project:	14190230 (SALT LAKE CENTER, UTAH SCHOOLS FOR THE DEAF & BLIND SALT LAKE CENTER DESIGN & CONSTRUCTION)		

Contractor		Original		Change	
Contractor:	VC0000148433 (WADMAN CORP)	Award:	\$12,370,000.00	Award:	\$12,370,000.00
		Change Order:	\$846,122.00	Change Order:	\$986,323.00
		Total:	\$13,216,122.00	Total:	\$13,356,323.00
Address Code:	001 (P.O. BOX 1458, 2920 SOUTH 925 WEST, OGDEN, UT 84402)	Start:	Jul 28, 2015	Start:	Jul 28, 2015
Contract:	157416	End:		End:	

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
001	PCO 19 THIS IS A SUMMARY OF ITEMS FOR THE MULTI-PURPOSE ROOM. INSTALLATION BY WADMAN WAS ALREADY IN THE CONTRACT. IT INCLUDES 10PLYWOOD PORTION OF A REMEDIAL CLIMBING WALL, 2)BACKSTOPS, SCOREBOARDS, DIVIDER WALL, 3)STAGE CURTAIN.	001	CONSTRUCTION	AGENCY SCOPE-C	\$140,201.00	



Construction Change Order

Construction Change Order			
Description:	SCHOOL FOR THE DEAF AND BLIND DAVE MCKAY	Status:	CO EXECUTED
		Change Order Date:	Apr 1, 2016
		Total Amount:	\$10,225.00
		New End Date:	
Capital Project:	14190230 (SALT LAKE CENTER, UTAH SCHOOLS FOR THE DEAF & BLIND SALT LAKE CENTER DESIGN & CONSTRUCTION)		

Contractor		Original		Change	
Contractor:	VC0000148433 (WADMAN CORP)	Award:	\$12,370,000.00	Award:	\$12,370,000.00
		Change Order:	\$986,323.00	Change Order:	\$996,548.00
		Total:	\$13,356,323.00	Total:	\$13,366,548.00
Address Code:	001 (P.O. BOX 1458, 2920 SOUTH 925 WEST, OGDEN, UT 84402)	Start:	Jul 28, 2015	Start:	Jul 28, 2015
Contract:	157416	End:		End:	

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
001	CONSTRUCTION PCO 21 CREDIT FOR ADA REVISIONS	001	CONSTRUCTION	DFCM SCOPE-CONT	\$(2,429.00)	
002	PCO 20 MODIFY AREA DRAINS TO ACCOMMODATE FLOW FROM FIRE SPRINKLER TEST & DRAIN	001	CONSTRUCTION	UNK COND-CONTIN	\$4,965.00	
003	PCO 22 SUBSTITUTE LCN DOOR OPERATORS FOR FALCON OPERATORS IN EXTERIOR APPLICATIONS	001	CONSTRUCTION	AGENCY SCOPE-C	\$7,444.00	
004	PCO 23 MODIFY GLAZING TYPE 31 TO HIDE BEAM BEHIND	001	CONSTRUCTION	AE OMISSION-CON	\$245.00	



State of Utah

Division of Facilities and Construction Management

Construction Contract = 157416

Construction Contract Summary

157416 - Utah Schools For The Deaf And Blind | Salt Lake Center | David

Project Title:	Salt Lake Center, Utah Schools For The Deaf & Blind Salt Lake Center Design & Construction	Vendor #:	VC0000148433
Project #:	14190230	Wadman Corp	
Program Director:	Dave Mckay (117038)	P.o. Box 1458	
Open PO's-Prj:	(1) for \$3,900.00	Ogden, Ut 84402	
Contract Name:	Utah Schools For The Deaf And Blind Salt Lake Center David	Status:	Notice To Proceed
Contract Type:	Const New Space	DO #:	150804000030489
Component Group:	Construction	Retainage #:	8695457
Building:	12174	Highland Plaza	

Component:	Construction (8)	Expense Budget:	6400
Account:	3000-300-3338-FWD-14190230	Remodel & Improve Curemnt Expense	

Component:	Construction (8)	Expense Budget:	6811
Account:	3000-300-3338-FWD-14190230	Construction Dev New Spc	

Component:	Construction (8)	Expense Budget:	6400
Account:	3000-300-3338-FWD-14190230	Remodel & Improve Curemnt Expense	

Component:	Construction (8)	Expense Budget:	6811
Account:	3000-300-3338-FWD-14190230	Construction Dev New Spc	

Funding Sources

Funding Source	Budget %	Appropriation	Allotment
EDFY2015	100.00	\$1,300,000.00	\$0.00
Funding Totals:	100.00	\$1,300,000.00	\$0.00

Payment Summary

Date	Invoice #	Status	Amount
8/5/15	14190230-1	Invoice Released	\$140,863.08
9/4/15	14190230-2	Invoice Released	\$645,275.69
10/2/15	14190230-3	Invoice Released	\$442,753.01
10/29/15	14190230-4	Invoice Released	\$1,167,061.58
12/11/15	14190230-5	Invoice Released	\$1,303,902.14
1/15/16	14190230-6	Invoice Released	\$921,720.57
2/2/16	14190230-7	Invoice Released	\$756,406.27
3/3/16	14190230-8	Invoice Released	\$932,531.91
3/31/16	14190230-9	Invoice Released	\$752,356.79
	Total Payments:		\$ 7,062,871.04

Change Order Summary

Awards		
Award Date	Number	Amount
06/25/2015	A001	\$12,370,000.00
	Total Award:	\$ 12,370,000.00

Change Orders			
Date	Number	Status	Amount
10/2/15	CO 001	Co Executed	\$33,666.00
10/9/15	CO 002	Co Executed	\$17,342.00
11/19/15	CO 003	Co Executed	\$719,567.00
11/20/15	CO 004	Co Executed	\$6,145.00
12/3/15	CO 005	Co Executed	\$55,600.00
12/14/15	CO 006	Co Executed	\$13,802.00



State of Utah

Division of Facilities and Construction Management

Construction Contract = 157416

Construction Contract Summary

Retainage Summary

Date	Invoice #	Status	Amount
8/5/15	157416#1	Invoice Released	\$7,413.85
9/4/15	157416#2	Invoice Released	\$33,961.88
10/2/15	157416#3	Invoice Released	\$23,302.79
10/29/15	157416#4	Invoice Released	\$61,424.29
12/11/15	157416#5	Invoice Released	\$68,626.43
1/15/16	157416#6	Invoice Released	\$48,511.61
2/2/16	157416#7	Invoice Released	\$39,810.86
3/3/16	157416#8	Invoice Released	\$49,080.63
3/31/16	157416#9	Invoice Released	\$39,597.73
Retainage Total:			\$371,730.07

Release Summary

Release Date	Release	Amount
	Release # 1	
	Release # 2	
	Release # 3	
	Release # 4	
	Release # 5	
	Release Total:	\$ 0.00
	Net Retainage:	\$ 371,730.07

Contract Summary

Adjusted Contract Value:	\$ 13,366,548.00
Paid to Contractor:	\$7,062,871.04
Retainage to Bank:	\$371,730.07
Total Paid:	\$7,434,601.11
Contract Balance:	\$5,931,946.89

Contractor Summary

Adjusted Contract Value:	\$ 13,366,548.00
Paid to Contractor:	\$7,062,871.04
Retainage Releases:	\$.00
Total Paid to Contractor:	\$7,062,871.04
Contractor Balance:	\$6,303,676.96

Change Orders

Date	Number	Status	Amount
2/29/16	CO 007	Co Executed	\$140,201.00
4/1/16	CO 008	Co Executed	\$10,225.00
Change Order Total:			\$996,548.00
Total Amendments (Less: Award Bid Pack Changes):			\$996,548.00
Adjusted Contract Value:			\$13,366,548.00
Change Order % of Original:			8.06%
Percentage of Contract Paid:			55.62%

Dates		Days	
From	To	Target	Lapsed
7/28/15	7/18/16	356	269
Adjusted	Substantial	Original	Days
7/18/16		7/18/16	
Percentage of Time Lapsed:			75.56%

Reasons for Change Orders

Reason	Percent	Amount
Agency Scope-c	15.94%	\$158,894.00
Unk Cond-contin	3.67%	\$36,569.00
Ae Omission-con	3.42%	\$34,061.00
Dfcm Scope-cont	4.76%	\$47,457.00
Agency Scope-p	72.21%	\$719,567.00
Dfcm Scope-oth	0.00%	\$0.00
Total Changes (less Award Bid Packs):		\$996,548.00



Construction Change Order

Construction Change Order			
Description:	MUELLER OKLAND	Status:	CO EXECUTED
		Change Order Date:	Apr 4, 2016
		Total Amount:	\$222,318.00
		New End Date:	
Capital Project:	12345810 (WSU NEW TRACY HALL SCIENCE BUILDING)		

Contractor		Original		Change	
Contractor:	78012B (OKLAND CONSTRUCTION COMPANY, INC.)	Award:	\$715,000.00	Award:	\$715,000.00
		Change Order:	\$59,171,320.00	Change Order:	\$59,393,638.00
		Total:	\$59,886,320.00	Total:	\$60,108,638.00
Address Code:	001 (1978 SOUTH WEST TEMPLE, SALT LAKE CITY, UT 84115-7103)	Start:	May 7, 2014	Start:	May 7, 2014
Contract:	147794	End:		End:	

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
001	PR 53 - THIS CHANGE ADDS NEEDED FIRE ALARM COMPONENTS TO THE NORTH AND SOUTH PENTHOUSES THAT WERE NOT INCLUDED IN THE ORIGINAL BID PACKAGES.	001	CONSTRUCTION	AE OMISSION-CON	\$4,186.00	
002	PR 54 - THIS CHANGE DELETES A PIECE OF MILLWORK THAT IS NOT NECESSARY.	001	CONSTRUCTION	UNK COND-CONTIN	\$(1,760.00)	
003	PR 62 - THIS CHANGE ADDS A CODE REQUIRED DOOR AND A WALL IN THE ELEVATOR EQUIPMENT ROOM.	001	CONSTRUCTION	AE OMISSION-CON	\$3,701.00	
004	PR 64 - ORIGINALLY, WSU REQUESTED A HEAT EXCHANGER TO STORE SURPLUS HEAT FROM THE PROJECT'S HEAT PUMP CHILLET. WSU ABANDONED THAT IDEA AND THEN REQUESTED A GROUND SOURCE SYSTEM TO ACCEPT THE SURPLUS HEAT.	001	CONSTRUCTION	AGENCY SCOPE-P	\$20,639.00	
005	PR 71 - THIS CHANGE REVISES DOOR HARDWARE FOR A MULTITUDE OF DOORS THAT WERE NOT SPECIFIED CORRECTLY PRIOR TO BEING BID AS WELL AS WHEN THEY WERE REVIEWED VIA THE SUBMITTAL PROCESS.	001	CONSTRUCTION	AE ERROR-CONTIN	\$67,670.00	



Construction Change Order

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
006	PR 78 - THIS CHANGE ADDS A PLANTER, REVISES THE SIDEWALK LAYOUT, AND ADDS A TRENCH DRAIN.	001	CONSTRUCTION	AE OMISSION-CON	\$35,357.00	
007	PR 81 - THIS CHANGE ADDS LECTERNS TO THE PROJECT SCOPE AS REQUESTED BY WSU.	001	CONSTRUCTION	AGENCY SCOPE-P	\$10,977.00	
008	PR 86 - THE EXISTING GRADES ON THE EAST SIDE OF THE SITE DID NOT ALIGN WITH SITE'S EAST SIDE LANDSCAPING DESIGN. CONSEQUENTLY, CHANGES NEEDED TO BE MADE TO THE SITE DESIGN ACCOMODATE THE ACTUAL GRADING.	001	CONSTRUCTION	AE OMISSION-CON	\$23,741.00	
009	PR 89 - THIS CHANGE ADDS SPEAKER STROBES TO ROOF AREAS AS REQUIRED BY THE CODE.	001	CONSTRUCTION	AE OMISSION-CON	\$3,103.00	
010	PR 94 - THIS CHANGE REVISES THE NORTH MAIN ENTRY SITE STAIR AND RETAINING WALL AS REQUESTED BY WSU.	001	CONSTRUCTION	AGENCY SCOPE-P	\$9,970.00	
011	PR 95 - WSU DETERMINED THAT THE MASONRY DRIP EDGES ON ALL THE MASONRY SURROUNDING THE BLDG WAS UNSIGHTLY AND DISTRACTING. WSU REQUESTED ITS REMOVAL.	001	CONSTRUCTION	AGENCY SCOPE-P	\$20,988.00	
012	PR 103 - THIS CHANGE ADDS ABOUT 90 LINEAL FEET OF STAINLESS STEEL GUARDRAIL TO THE PROJECT WHERE REQUIRED BY CODE.	001	CONSTRUCTION	AE OMISSION-CON	\$23,746.00	



State of Utah

Division of Facilities and Construction Management

Construction Contract = 147794

Construction Contract Summary

147794 - Wsu | Tracy Hall Science Center | Mueller

Project Title:	Wsu New Tracy Hall Science Building	Vendor #:	78012B
Project #:	<u>12345810</u>		Okland Construction Company, Inc.
Program Director:	Matthias Mueller (109256)		1978 South West Temple
Open PO's-Prj:	(0) for		Salt Lake City, Ut 84115-7103
Contract Name:	Wsu Tracy Hall Science Center Mueller	Status:	Notice To Proceed
Contract Type:	Constr Cmge	DO #:	14073108619
Component Group:	Construction	Retainage #:	8695258
Building:	13866		Wsu Tracy Hall Science Center

Component:	Construction (8)	Expense Budget:	6813
Account:	<u>3000-300-3337-FWA-12345810</u>		Remodel

Component:	Construction (8)	Expense Budget:	6811
Account:	<u>3000-300-3337-FWB-12345810</u>		Construction Dev New Spc

Component:	Construction (8)	Expense Budget:	6811
Account:	<u>3000-300-3337-FWA-12345810</u>		Construction Dev New Spc

Component:	Construction (8)	Expense Budget:	6813
Account:	<u>3000-300-3337-FWB-12345810</u>		Remodel

Funding Sources

Funding Source	Budget %	Appropriation	Allotment
EDFY2014	100.00	\$4,500,000.00	\$0.00
Funding Totals:	100.00	\$4,500,000.00	\$0.00

Payment Summary

Date	Invoice #	Status	Amount
7/31/14	12345810#1	Invoice Released	\$201,612.00
8/21/14	12345810#2	Invoice Released	\$368,182.00
9/24/14	12345810 #3	Invoice Released	\$899,012.00
10/16/14	12345810 #4	Invoice Released	\$1,330,287.00
11/19/14	12345810#5	Invoice Released	\$1,844,721.00
12/4/14	12345810#5A	Invoice Released	\$40,000.00
12/16/14	12345810#6	Invoice Released	\$1,354,300.00
2/12/15	12345810#8	Invoice Released	\$2,359,171.00
2/23/15	12345810#7	Invoice Released	\$2,049,000.00
3/25/15	12345810#9	Invoice Released	\$3,003,517.00
4/23/15	12345810#10	Invoice Released	\$3,571,011.00
6/5/15	12345810#11	Invoice Released	\$3,646,881.00
6/22/15	12345810#12	Invoice Released	\$3,677,000.00
7/13/15	12345810#13	Invoice Released	\$3,618,914.00

Change Order Summary

Awards		
Award Date	Number	Amount
05/02/2014	A001	\$715,000.00
	Total Award:	\$ 715,000.00

Change Orders			
Date	Number	Status	Amount
6/25/14	CO 001	Co Executed	\$1,852,273.00
9/12/14	CO 002	Co Executed	\$56,026,819.00
11/3/14	CO 003	Co Executed	\$(633,802.00)
11/26/14	CO 004	Co Executed	\$238,449.00
1/14/15	CO 005	Co Executed	\$31,543.00
2/3/15	CO 006	Co Executed	\$738,323.00
4/6/15	CO 007	Co Executed	\$42,664.00



State of Utah

Division of Facilities and Construction Management

Construction Contract = 147794

Construction Contract Summary

Date	Invoice #	Status	Amount
8/13/15	12345810#14	Invoice Released	\$2,908,910.00
9/21/15	12345810#15	Invoice Released	\$2,950,849.00
10/15/15	12345810#16	Invoice Released	\$2,846,820.00
11/18/15	12345810#17	Invoice Released	\$2,546,017.00
12/16/15	12345810#18	Invoice Released	\$3,232,642.00
1/12/16	12345810#19	Invoice Released	\$1,757,475.00
2/17/16	12345810#20	Invoice Released	\$2,769,697.00
3/7/16	12345810#21	Invoice Released	\$1,982,378.00
4/15/16	12345810#22	Invoice Released	\$1,348,335.00
Total Payments:			\$ 50,306,731.00

Retainage Summary

Date	Invoice #	Status	Amount
7/31/14	147794#1	Invoice Released	\$10,611.00
8/21/14	147794#2	Invoice Released	\$19,378.00
9/24/14	147794 #3	Invoice Released	\$47,316.00
10/16/14	147794 #4	Invoice Released	\$70,015.00
11/19/14	147794#5	Invoice Released	\$99,196.00
12/16/14	147794#6	Invoice Released	\$71,279.00
2/12/15	147794#8	Invoice Released	\$124,167.00
2/23/15	147794#7	Invoice Released	\$107,843.00
3/25/15	147794#9	Invoice Released	\$158,080.00
4/23/15	147794#10	Invoice Released	\$187,948.00
6/5/15	147794#11	Invoice Released	\$191,940.00
6/22/15	147794#12	Invoice Released	\$193,526.00
7/13/15	147794#13	Invoice Released	\$190,469.00
8/13/15	147794#14	Invoice Released	\$153,101.00
9/21/15	147794#15	Invoice Released	\$141,125.00
10/15/15	147794#16	Invoice Released	\$164,016.00
11/18/15	147794#17	Invoice Released	\$134,001.00
12/16/15	147794#18	Invoice Released	\$155,956.00
1/12/16	147794#19	Invoice Released	\$92,499.00
2/17/16	147794#20	Invoice Released	\$145,773.00
3/7/16	147794#21	Invoice Released	\$104,336.00
4/15/16	147794#22	Invoice Released	\$70,965.00
Retainage Total:			\$2,633,540.00

Release Summary

Release Date	Release	Amount
	Release # 1	
	Release # 2	
	Release # 3	
	Release # 4	
	Release # 5	
Release Total:		\$ 0.00

Change Orders

Date	Number	Status	Amount
6/17/15	CO 008	Co Executed	\$97,185.00
10/7/15	CO 009	Co Executed	\$29,926.00
11/20/15	CO 010	Co Executed	\$293,680.00
12/18/15	CO 011	Co Executed	\$196,527.00
1/12/16	CO 012	Co Executed	\$257,733.00
4/4/16	CO 013	Co Executed	\$222,318.00
Change Order Total:			\$59,393,638.00
Total Amendments (Less: Award Bid Pack Changes):			\$1,582,892.00
Adjusted Contract Value:			\$60,108,638.00

Change Order % of Original: 8306.80%
 Percentage of Contract Paid: 88.07%

Dates		Days	
From	To	Target	Lapsed
5/7/14	5/16/16	740	716
Adjusted	Substantial	Original	Days
5/16/16		4/29/16	

Percentage of Time Lapsed: 96.76%

Reasons for Change Orders

Reason	Percent	Amount
Award Bid Pack	3652.22%	\$57,810,746.00
Agency Scope-p	58.72%	\$929,447.00
Unknown - Dfcm	-40.04%	-\$633,802.00
Omiss - Dfcm Cn	4.06%	\$64,321.00
Dfcm Scope-cont	4.35%	\$68,899.00
Agency Scope- A	2.32%	\$36,757.00
Unknown	-0.09%	-\$1,472.00
Unk Cond	3.11%	\$49,176.00
Agency Scope-c	-2.17%	-\$34,342.00
Unk Cond-projec	-0.06%	-\$1,021.00
Ae Omission-con	45.14%	\$714,481.00
Scope - Ag/inst	12.30%	\$194,770.00
Unk Cond-contin	3.11%	\$49,190.00
Ae Error-contin	9.25%	\$146,488.00
Total Changes (less Award Bid Packs):		\$59,393,638.00



State of Utah

Division of Facilities and Construction
Management

Construction Contract = 147794

Construction Contract Summary

Release Summary

<u>Release Date</u>	<u>Release</u>	<u>Amount</u>
	Net Retainage:	\$ 2,633,540.00

Contract Summary

Adjusted Contract Value:	\$ 60,108,638.00
Paid to Contractor:	\$50,306,731.00
Retainage to Bank:	\$2,633,540.00
Total Paid:	\$52,940,271.00
Contract Balance:	\$7,168,367.00

Contractor Summary

Adjusted Contract Value:	\$ 60,108,638.00
Paid to Contractor:	\$50,306,731.00
Retainage Releases:	\$.00
Total Paid to Contractor:	\$50,306,731.00
Contractor Balance:	\$9,801,907.00



Construction Change Order

Construction Change Order			
Description:	CUCF 192 BED LAYTON CONSTRUCTION BRIAN BALES	Status:	CO EXECUTED
		Change Order Date:	Apr 7, 2016
		Total Amount:	\$106,357.00
		New End Date:	
Capital Project:	08231110 (CUCF 192 BED POD EXPANSION/288 BED DESGN)		

Contractor		Original		Change	
Contractor:	66309F (LAYTON CONSTRUCTION COMPANY)	Award:	\$28,170,000.00	Award:	\$28,170,000.00
		Change Order:	\$898,612.00	Change Order:	\$1,004,969.00
		Total:	\$29,068,612.00	Total:	\$29,174,969.00
Address Code:	001 (9090 S SANDY PKY, SANDY, UT 84070-6409)	Start:	Mar 26, 2015	Start:	Mar 26, 2015
Contract:	157854	End:		End:	

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
001	PROVIDE 8" VALVE AND HOT TAP AT KENNEL WATER MAIN	001	CONSTRUCTION	AE OMISSION-CON	\$1,989.00	
002	RFI 276 PROVIDE BEAM CONNECTION AT MONROE COLUMN	001	CONSTRUCTION	AE OMISSION-CON	\$872.00	
003	RFI 278 MODIFY ROOF STEEL FOR RTU -4 IN SUPPORT AREA	001	CONSTRUCTION	UNK COND-CONTIN	\$1,000.00	
004	PR-16 -OCO 5 PRICE CORRECTION BY SUPPLIER FOR LOUVERS	001	CONSTRUCTION	UNK COND-CONTIN	\$4,344.00	
005	ADD MOW STRIP UNDER FENCE AT KENNEL	001	CONSTRUCTION	AE OMISSION-CON	\$2,505.00	
006	RFI 296 ADDITIONAL ROOM FINISHES AT KENNEL IN DOG RUN AREAS	001	CONSTRUCTION	AE OMISSION-CON	\$7,534.00	
007	RFI 258 RELOCATE EXISTING CAMERA A-ADD POLE AND BASE SOUTH OF W1	001	CONSTRUCTION	UNK COND-CONTIN	\$27,893.00	
008	RFI 289 ADD ANTENNA ON ROOF FOR MATV	001	CONSTRUCTION	UNK COND-CONTIN	\$7,142.00	
009	RFI 283 PROVIDE ROOF SUPPORT BEAM IN SUPPORT CORRIDOR	001	CONSTRUCTION	AE OMISSION-CON	\$2,400.00	
010	PROVIDE T-11 LIGHT FIXTURE IN 2 JANITOR CLOSETS	001	CONSTRUCTION	AE OMISSION-CON	\$1,508.00	
011	CHANGE THE T-2 FIXTURES IN THE K-106	001	CONSTRUCTION	AE OMISSION-CON	\$2,436.00	
012	DELETE CHAIN LINK OVER KENNELS - RUN CHAIN LINK WALLS TO CEILING	001	CONSTRUCTION	AGENCY SCOPE-C	\$0.00	
013	NOT USED	001	CONSTRUCTION	DFCM SCOPE-PROJ	\$0.00	



Construction Change Order
CO 008
Status: CO EXECUTED

Construction Change Order

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
014	CHNAGE OUT METERING VALVE BODIES FROM PLASTIC TO BRASS	001	CONSTRUCTION	AE OMISSION-CON	\$23,827.00	
015	ADD NEW STAIR TO MEZZANINE	001	CONSTRUCTION	UNK COND-CONTIN	\$22,907.00	



State of Utah

Division of Facilities and Construction Management

Construction Contract = 157854

Construction Contract Summary

157854 - Utah Department Of Corrections | Central Utah Corrections Fac

Project Title:	Cucf 192 Bed Pod Expansion/288 Bed Desgn	Vendor #:	66309F
Project #:	08231110		Layton Construction Company
Program Director:	Brian Bales (172200)		9090 S Sandy Pky
Open PO's-Prj:	(1) for \$5,200.00		Sandy, Ut 84070-6409
Contract Name:	Utah Department Of Corrections Central Utah Corrections Fac	Status:	Notice To Proceed
Contract Type:	Const New Space	DO #:	15050725085
Component Group:	Construction	Retainage #:	8695385
Building:	12277		Cucf 192 Bed Pod Expansion/288 Bed Desig

Component:	Construction (8)	Expense Budget:	6811
Account:	3000-300-3332-FWC-08231110		Construction Dev New Spc

Component:	Construction (8)	Expense Budget:	6811
Account:	3000-300-3332-FVA-08231110		Construction Dev New Spc

Funding Sources

Funding Source	Budget %	Appropriation	Allotment
GFFY2009	100.00	\$2,500,000.00	\$0.00
Funding Totals:	100.00	\$2,500,000.00	\$0.00

Payment Summary

Date	Invoice #	Status	Amount
5/7/15	08231110#1	Invoice Released	\$938,682.00
6/11/15	08231110#2	Invoice Released	\$752,325.00
7/1/15	08231110#3	Invoice Released	\$1,217,229.00
7/28/15	08231110#4	Invoice Released	\$1,384,099.00
9/17/15	08231110#5	Invoice Released	\$1,413,968.49
10/5/15	08231110#6	Invoice Released	\$2,284,430.80
11/2/15	08231110#7	Invoice Released	\$2,352,046.10
12/2/15	08231110#8	Invoice Released	\$1,973,133.85
1/4/16	08231110#9	Invoice Released	\$1,613,169.35
2/4/16	08231110#10	Invoice Released	\$1,171,510.55
3/1/16	08231110#11	Invoice Released	\$1,619,051.75
4/4/16	08231110#12	Invoice Released	\$2,014,377.15
Total Payments:			\$ 18,734,023.04

Retainage Summary

Date	Invoice #	Status	Amount
5/7/15	157854#1	Invoice Released	\$49,404.00
6/11/15	157854#2	Invoice Released	\$39,596.00
7/1/15	157854#3	Invoice Released	\$64,065.00
7/28/15	157854#4	Invoice Released	\$72,847.00

Change Order Summary

Awards

Award Date	Number	Amount
03/16/2015	A001	\$28,170,000.00
Total Award:		\$ 28,170,000.00

Change Orders

Date	Number	Status	Amount
7/27/15	CO 001	Co Executed	\$(24,112.75)
9/22/15	CO 002	Co Executed	\$281,510.00
10/14/15	CO 003	Co Executed	\$182,334.00
1/12/16	CO 004	Co Executed	\$0.00
1/21/16	CO 005	Co Executed	\$242,618.00
2/23/16	CO 006	Co Executed	\$41,431.75
3/10/16	CO 007	Co Executed	\$174,831.00
4/7/16	CO 008	Co Executed	\$106,357.00

Change Order Total: \$1,004,969.00

Total Amendments (Less: Award Bid Pack Changes): \$1,004,969.00

Adjusted Contract Value: \$29,174,969.00



State of Utah

Division of Facilities and Construction Management

Construction Contract = 157854

Construction Contract Summary

Retainage Summary

Date	Invoice #	Status	Amount
9/17/15	157854#5	Invoice Released	\$74,419.76
10/5/15	157854#6	Invoice Released	\$120,233.20
11/2/15	157854#7	Invoice Released	\$123,791.90
12/2/15	157854#8	Invoice Released	\$103,849.15
1/4/16	157854#9	Invoice Released	\$84,903.65
2/4/16	157854#10	Invoice Released	\$61,658.45
3/1/16	157854#11	Invoice Released	\$85,213.25
4/4/16	157854#12	Invoice Released	\$106,019.85
Retainage Total:			\$986,001.21

Release Summary

Release Date	Release	Amount
	Release # 1	
	Release # 2	
	Release # 3	
	Release # 4	
	Release # 5	
Release Total:		\$ 0.00
Net Retainage:		\$ 986,001.21

Contract Summary

Adjusted Contract Value:	\$ 29,174,969.00
Paid to Contractor:	\$18,734,023.04
Retainage to Bank:	\$986,001.21
Total Paid:	\$19,720,024.25
Contract Balance:	\$9,454,944.75

Contractor Summary

Adjusted Contract Value:	\$ 29,174,969.00
Paid to Contractor:	\$18,734,023.04
Retainage Releases:	\$.00
Total Paid to Contractor:	\$18,734,023.04
Contractor Balance:	\$10,440,945.96

Change Order % of Original: 3.57%
 Percentage of Contract Paid: 67.59%

Dates		Days	
From	To	Target	Lapsed
3/26/15	7/30/16	492	393
Adjusted	Substantial	Original	Days
7/30/16		7/30/16	
Percentage of Time Lapsed:			79.88%

Reasons for Change Orders

Reason	Percent	Amount
Ae Omission-prj	11.73%	\$117,908.00
Dfcm Scope-cont	-0.14%	-\$1,435.00
Ae Omission-oth	0.00%	\$0.00
Agency Scope-c	0.00%	\$0.00
Unk Cond-contin	20.88%	\$209,859.25
Agency Scope-p	-9.78%	-\$98,256.00
Dfcm Scope-proj	-8.22%	-\$82,609.35
Ae Omission-con	85.53%	\$859,502.10
Total Changes (less Award Bid Packs):		\$1,004,969.00



Construction Change Order

Construction Change Order			
Description:	USL MODULE 2 CO #3 MATT BOYER BIG D CONSTRUCTION	Status:	CO EXECUTED
		Change Order Date:	Mar 8, 2016
		Total Amount:	\$138,292.00
		New End Date:	
Capital Project:	13020300 (UNIFIED STATE LABORATORY MODULE #2 FOR MEDICAL EXAMINER, AGRICULTURE LABS, AND CRIME LABS)		

Contractor		Original		Change	
Contractor:	12332C (BIG D CONSTRUCTION CORPORATION)	Award:	\$32,489,258.00	Award:	\$32,489,258.00
		Change Order:	\$185,601.00	Change Order:	\$323,893.00
		Total:	\$32,674,859.00	Total:	\$32,813,151.00
Address Code:	001 (404 WEST 400 SOUTH, SALT LAKE CITY, UT 84101)	Start:	Jul 8, 2015	Start:	Jul 8, 2015
Contract:	157419	End:		End:	

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
001	COR 17 - REPLACE THE EXISTING RUSTING PIPE ON THE WATER SOFTENER THAT WOULD BE CONNECTING THE NEW SYSTEM TO THE SYSTEM IN MODULE 1 ALLOWING THE TWO SYSTEMS TO WORK TOGETHER.	001	CONSTRUCTION	DFCM SCOPE-PROJ	\$39,513.00	
002	COR 25 - CHANGE THE FAUCETS IN THE ME LAB TO IR INSTEAD OF PEDAL.	001	CONSTRUCTION	AGENCY SCOPE-P	\$1,125.00	
003	COR 39 - ADD SUPPORT EDGE OF THE LIGHT FIXTURES IN AUTOPSY SUITE	001	CONSTRUCTION	AE OMISSION-CON	\$4,908.00	
004	COR 42 - INSTALL WATER METERS BETWEEN THE MOD 1 & MOD 2 TO BE ABLE TO TRACK BUILDING USAGE	001	CONSTRUCTION	AE OMISSION-CON	\$55,295.00	
005	COR 46 - REDUCE THE SIZE OF WINDOW CF TO ALLOW REQUESTED FURNITURE BY AGENCY	001	CONSTRUCTION	AGENCY SCOPE-P	\$(302.00)	
006	COR 53 - BUILDING ENVELOPE CONSULTANT REQUESTED THE AIR BARRIER BE CHANGED FROM AN IMPERMEABLE TO A PERMEABLE MEMBRANE	001	CONSTRUCTION	DFCM SCOPE-PROJ	\$14,602.00	



Construction Change Order

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
007	COR 60 - FUR DOWN THE SOFFITS AT THE WINDOWS TO ACCOMMODATE CLASHED IN THE CEILING DETECTED THROUGH THE BIM IMAGING COORDINATION.	001	CONSTRUCTION	UNK COND-CONTIN	\$2,722.00	
008	COR 64 - REMOVE SOME OF THE UNNECESSARY LIGHT FIXTURES AND HORN STROBES THAT WERE DISCOVERED THROUGH THE BIM PROCESS & BY CHANGING THE ORIENTATION OF SOME OF THE OTHERS.	001	CONSTRUCTION	DFCM SCOPE-PROJ	\$(1,799.00)	
009	COR 65 - UPGRADE THE ROOFING SYSTEM FROM A 20 YEAR TO A 30 YEAR SYSTEM.	001	CONSTRUCTION	DFCM SCOPE-PROJ	\$39,140.00	
010	COR 70 - CHANGE THE SUBFLOOR ANCHOR DETAIL TO MEET THE REQUIREMENTS OF THE COLD ROOM MANUFACTURERS DETAILS.	001	CONSTRUCTION	UNK COND-CONTIN	\$1,227.00	
011	COR 72 - DELETES THE FIRE ALARM DEVICES THAT THE FIRE MARSHALL DEEMED UNNECESSARY.	001	CONSTRUCTION	DFCM SCOPE-PROJ	\$(1,654.00)	
012	COR 73 - ROTATED THE ORIENTATION & ADDED LIGHT FIXTURES IN AGRICULTURE'S LAB SPACE TO COMPLY WITH THE ACCREDITATION STANDARDS.	001	CONSTRUCTION	AE OMISSION-CON	\$3,535.00	
013	COR 75 - DELETE QB & NB WINDOWS AND INFILL WITH WALL PANELS & FRAMING	001	CONSTRUCTION	AE ERROR-CONTIN	\$314.00	
014	COR 79 - RESIZED A WINDOW THAT WAS SCALED INCORRECTLY ON THE PLANS.	001	CONSTRUCTION	AE ERROR-CONTIN	\$666.00	
015	COR 88 - CHANGE THE FINISH ON THE CURTAIN WALL FRAMES FROM PAINTED TO ANODIZED AT THE REQUEST OF THE ARCHITECT	001	CONSTRUCTION	DFCM SCOPE-PROJ	\$(21,000.00)	



State of Utah

Division of Facilities and Construction Management

Construction Contract = 157419

Construction Contract Summary

157419 - Public Safety, Department Of Agriculture, Department Of Heal

Project Title:	Unified State Laboratory Module #2 For Medical Examiner, Agriculture Labs, And Crime Labs	Vendor #:	12332C
Project #:	13020300	Big D Construction Corporation	
Program Director:	Matt Boyer (173189)	404 West 400 South	
Open PO's-Prj:	(1) for \$2,500.00	Salt Lake City, Ut 84101	
Contract Name:	Public Safety, Department Of Agriculture, Department Of Heal	Status:	Notice To Proceed
Contract Type:	Const New Space	DO #:	150804000030413
Component Group:	Construction	Retainage #:	8695450
Building:	17133	Unified State Lab - Module 2	

Component:	Construction (8)	Expense Budget:	6811
Account:	3000-300-3337-FWA-13020300	Construction Dev New Spc	

Funding Sources

Funding Source	Budget %	Appropriation	Allotment
GFFY2014	100.00	\$2,000,000.00	\$0.00
Funding Totals:	100.00	\$2,000,000.00	\$0.00

Payment Summary

Date	Invoice #	Status	Amount
8/4/15	043219	Invoice Released	\$772,883.12
9/16/15	043329	Invoice Released	\$675,779.28
10/19/15	043441	Invoice Released	\$1,137,223.01
11/18/15	043558	Invoice Released	\$1,099,709.94
12/11/15	043636	Invoice Released	\$1,586,459.29
1/13/16	043806	Invoice Released	\$1,396,125.99
2/9/16	043840	Invoice Released	\$1,772,736.67
3/14/16	043945	Invoice Released	\$2,627,451.86
4/15/16	044008	Invoice Released	\$3,507,715.62
Total Payments:			\$ 14,576,084.78

Retainage Summary

Date	Invoice #	Status	Amount
8/4/15	157419#1	Invoice Released	\$40,678.06
9/16/15	157419#2	Invoice Released	\$35,567.33
10/19/15	157419#3	Invoice Released	\$59,853.84
11/18/15	157419#4	Invoice Released	\$57,879.47
12/11/15	157419#5	Invoice Released	\$83,497.86
1/13/16	157419#6	Invoice Released	\$73,480.32
2/9/16	157419#7	Invoice Released	\$93,301.93
3/14/16	157419#8	Invoice Released	\$138,286.94

Change Order Summary

Awards

Award Date	Number	Amount
06/30/2015	A001	\$32,489,258.00
Total Award:		\$ 32,489,258.00

Change Orders

Date	Number	Status	Amount
11/3/15	CO 001	Co Executed	\$57,769.00
2/9/16	CO 002	Co Executed	\$127,832.00
3/8/16	CO 003	Co Executed	\$138,292.00
4/21/16	CO 004	Co Accounting Review	\$142,364.00

Change Order Total: \$466,257.00

Total Amendments (Less: Award Bid Pack Changes): \$466,257.00

Adjusted Contract Value: \$32,955,515.00



State of Utah

Division of Facilities and Construction Management

Construction Contract = 157419

Construction Contract Summary

Retainage Summary

Date	Invoice #	Status	Amount
4/15/16	157419#9	Invoice Released	\$184,616.61
Retainage Total:			\$767,162.36

Release Summary

Release Date	Release	Amount
	Release # 1	
	Release # 2	
	Release # 3	
	Release # 4	
	Release # 5	
Release Total:		\$ 0.00
Net Retainage:		\$ 767,162.36

Contract Summary

Adjusted Contract Value:	\$ 32,955,515.00
Paid to Contractor:	\$14,576,084.78
Retainage to Bank:	\$767,162.36
Total Paid:	\$15,343,247.14
Contract Balance:	\$17,612,267.86

Contractor Summary

Adjusted Contract Value:	\$ 32,955,515.00
Paid to Contractor:	\$14,576,084.78
Retainage Releases:	\$.00
Total Paid to Contractor:	\$14,576,084.78
Contractor Balance:	\$18,379,430.22

Change Order % of Original: 1.44%

Percentage of Contract Paid: 46.56%

Dates		Days	
From	To	Target	Lapsed
7/8/15	11/13/16	494	289
Adjusted	Substantial	Original	Days
11/13/16		10/30/16	
Percentage of Time Lapsed:			58.50%

Reasons for Change Orders

Reason	Percent	Amount
Dfcm Scope-proj	9.84%	\$45,872.00
Unk Cond-other	6.89%	\$32,112.00
Unk Cond-contin	32.71%	\$152,491.00
Agency Scope-p	17.45%	\$81,360.00
Ae Omission-con	42.55%	\$198,394.00
Dfcm Scope-cont	-12.47%	-\$58,158.00
Dfcm Scope-oth	2.83%	\$13,206.00
Ae Error-contin	0.21%	\$980.00
Total Changes (less Award Bid Packs):		\$466,257.00



Construction Change Order

Construction Change Order				
Description:	TIM K PARKINSON LANDMARK COMPANIES LLC		Status:	CO EXECUTED
			Change Order Date:	Mar 31, 2016
			Total Amount:	\$88,794.00
			New End Date:	May 1, 2016
Capital Project:	15112900 (UDOT RICHMOND REPLACE WATER LINE)			

Contractor		Original		Change		
Contractor:	VC0000132951 (LANDMARK COMPANIES INC)		Award:	\$233,048.70	Award:	\$233,048.70
			Change Order:	\$0.00	Change Order:	\$88,794.00
			Total:	\$233,048.70	Total:	\$321,842.70
Address Code:	001 (P.O. BOX 4651, 729 SOUTH MAIN, LOGAN, UTAH 84323-4651)		Start:	Jan 22, 2016	Start:	Jan 22, 2016
Contract:	1675203		End:		End:	May 1, 2016

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
001	PCO 1 EQUIPMENT STANDBY TIME, WITH SUPPORTING DOCUMENTS, 5 PAGES TOTAL	001	CONSTRUCTION	UNK COND-CONTIN	\$15,754.00	May 1, 2016
002	PROPOSED CHANGE ORDER NO. 2, CONSTRUCT NEAR PHONE CABLE, WITH SUPPORTING DOCUMENTS, 2 PAGES TOTAL	001	CONSTRUCTION	UNK COND-CONTIN	\$55,440.00	May 1, 2016
003	PROPOSED CHANGE ORDER NO. 3, HOLDING POWER POLES, WITH SUPPORTING DOCUMENTS, 5 PAGES TOTAL	001	CONSTRUCTION	UNK COND-CONTIN	\$17,600.00	May 1, 2016



State of Utah

Division of Facilities and Construction Management

Construction Contract = 1675203

Construction Contract Summary

1675203 - Utah Department Of Transportation | Richmond Maintenance Stat

Project Title:	Udot Richmond Replace Water Line	Vendor #:	VC0000132951
Project #:	<u>15112900</u>		Landmark Companies Inc
Program Director:	Tim Parkinson (104577)		P.o. Box 4651
Open PO's-Prj:	(1) for <u>\$2,223.00</u>		Logan, Utah 84323-4651
Contract Name:	Utah Department Of Transportation Richmond Maintenance Stat	Status:	Notice To Proceed
Contract Type:	Const Remodel	DO #:	160201000040258
Component Group:	Construction	Retainage #:	8695525
Building:	09158		Richmond Dot Maintenance Station

Component:	Construction (8)	Expense Budget:	6400
Account:	<u>3000-300-3339-FXA-15112900</u>		Remodel & Improve Curent Expense

Funding Sources

Funding Source	Budget %	Appropriation	Allotment
GFFY2016	100.00	\$279,622.00	\$0.00
Funding Totals:	100.00	\$279,622.00	\$0.00

Payment Summary

Date	Invoice #	Status	Amount
2/11/16	15112900#1	Invoice Released	\$81,963.06
3/29/16	15112900#2	Invoice Released	\$36,985.65
	Total Payments:		\$ 118,948.71

Retainage Summary

Date	Invoice #	Status	Amount
2/11/16	1675203#1	Invoice Released	\$4,313.85
3/29/16	1675203#2	Invoice Released	\$1,946.61
	Retainage Total:		\$6,260.46

Release Summary

Release Date	Release	Amount
	Release # 1	
	Release # 2	
	Release # 3	
	Release # 4	
	Release # 5	
	Release Total:	\$ 0.00
	Net Retainage:	\$ 6,260.46

Contract Summary

Adjusted Contract Value:	\$ 321,842.70
Paid to Contractor:	\$118,948.71
Retainage to Bank:	\$6,260.46

Change Order Summary

Awards

Award Date	Number	Amount
01/05/2016	A001	\$233,048.70
	Total Award:	\$ 233,048.70

Change Orders

Date	Number	Status	Amount
3/31/16	CO 001	Co Executed	\$88,794.00
	Change Order Total:		\$88,794.00
	Total Amendments (Less: Award Bid Pack Changes):		\$88,794.00
	Adjusted Contract Value:		\$321,842.70
	Change Order % of Original:		38.10%
	Percentage of Contract Paid:		38.90%

Dates		Days	
From	To	Target	Lapsed
1/22/16	5/1/16	100	91
Adjusted	Substantial	Original	Days
5/1/16		4/1/16	
	Percentage of Time Lapsed:		91.00%



State of Utah

Division of Facilities and Construction Management

Construction Contract = 1675203

Construction Contract Summary

Total Paid: \$125,209.17

Contract Balance: \$196,633.53

Contractor Summary

Adjusted Contract Value: \$ 321,842.70

Paid to Contractor: \$118,948.71

Retainage Releases: \$.00

Total Paid to Contractor: \$118,948.71

Contractor Balance: \$202,893.99

Reasons for Change Orders

Reason	Percent	Amount
Unk Cond-contin	100.00%	\$88,794.00
Total Changes (less Award Bid Packs):		\$88,794.00



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

REPORT OF PROJECT RESERVE FUNDS ACTIVITY

PROJ #	DEPT	PROJECT TITLE	STATE FUNDS- DEVELOPMENT	STATE FUNDS- IMPROVEMENT	DOT FUNDS	DESCRIPTION	May-16	% of
								Constr.
								Budget
<u>BEGINNING BALANCE</u>			<u>3,015,478.77</u>	<u>6,183,421.51</u>	<u>968,481.36</u>			
<u>INCREASES TO PROJECT RESERVE FUND:</u>								
14234630	SUU	Campus Medium Voltage Cabling Replacement		73,038.31		Construction Budget		29%
15026120	Corrections	NUCCC Boiler		54,090.15		Construction, Design, Inspection & Insurance Budgets		42%
14353030	ABC	Store 37 Lighting Upgrade		51,158.42		Construction, Design, Inspection & Insurance Budgets		73%
14276640	Dixie	Tunnell Fire Alarm System		26,153.00		Construction Budget		14%
14223730	SUU	Bennion Bldg Parking Lot Repairs		25,378.25		Construction, Inspection & Insurance Budgets		13%
14235730	SUU	Campus Exterior Lighting		17,682.01		Construction Budget		9%
14192300	DCM	Provo Regional Waterline, Stairs, Parking Replacement		16,832.16		Construction, Inspection & Insurance Budgets		9%
14274640	Dixie	Browning HVAC Controls		12,556.11		Construction & Insurance Budgets		5%
15076150	Courts	Brigham City Stairs		11,500.00		Construction, Design, Inspection & Insurance Budgets		29%
14204550	DPS	Farmington Irrigation Renovation		8,189.50		Construction, Design, Inspection & Insurance Budgets		14%
14193300	DFCM	Richfield Regional Fire Alarm		4,688.40		Construction, Design, Inspection & Insurance Budgets		10%
14281640	Dixie	Burns Arena Boiler		3,237.90		Inspection & Insurance Budgets		1%
15074030	ABC	Ogden Store Front Doors & Operators Replacement		2,769.00		Construction, Design, Inspection & Insurance Budgets		23%
14230730	SUU	Tennis & Pickleball Court Replacement		2,189.25		Construction & Insurance Budgets		1%
14271470	SUU	Science Bldg Elevator		2,021.94		Construction, Inspection & Insurance Budgets		2%
14194300	DFCM	Richfield Regional Parking Lot Repairs		1,033.98		Design, & Insurance Budgets		0%
15065120	Corrections	Ogden Office Remodel		324.00		Construction, Inspection & Insurance Budgets		2%
<u>DECREASES TO PROJECT RESERVE FUND:</u>								
15178790	UVU	Student Activity Center Bleachers		(100,000.00)		To Award Construction Contract		7%
15130260	MATC	Welding Renovation, Office Remodel		(86,507.00)		To Award Construction Contract		15%
14047670	SLCC	SCC Electrical Panel Upgrade		(4,446.86)		To Award Construction Contract		1%
14048670	SLCC	SCC Brick & Masonry Parapet Walls		(137.25)		Return For Required Inspections		0%
<u>ENDING BALANCE</u>			<u>3,015,478.77</u>	<u>6,305,172.78</u>	<u>968,481.36</u>			

NOTE: Project Reserve Fund Will Be Reduced FY2017 By \$1,225,000.00 Per HB#2 Item #58



12 MONTH PROJECT RESERVE FUNDS ACTIVITY

DEPT	STATE FUNDS- DEVELOPMENT	STATE FUNDS- IMPROVEMENT	DOT FUNDS
<u>INCREASES TO PROJECT RESERVE FUND:</u>			
ABC Total	-	123,243.72	-
Agriculture Total	-	14,384.40	-
Archives Total	-	893.00	-
BATC Total	-	15,036.96	-
Corrections Total	-	76,407.71	-
Courts Total	-	137,713.44	-
CPB Total	-	16,212.11	-
DAS Total	-	10,847.00	-
DATC Total	-	16,846.03	-
DCM Total	-	16,832.16	-
DFCM Total	-	437,171.51	-
DHA Total	-	2,769.82	-
DHS Total	194,011.00	303,838.65	-
DIXIE Total	-	65,564.86	-
DNR Total	-	179,890.55	-
DPS Total	-	42,198.90	-
DVA Total	-	31.00	-
DWS Total	-	188,639.18	-
DXATC Total	-	10,640.70	-
Education Total	-	33,854.90	-
Fairpark Total	-	156,902.06	-
HEALTH Total	-	147,002.54	-
OWATC Total	-	72,989.85	-
SLCC Total	-	138,606.65	-
SNOW Total	-	199,650.46	-
SUU Total	-	238,056.79	-
TATC Total	-	37.95	-
TAX Total	-	23,132.80	-
U of U Total	-	14,672.00	-
UBATC Total	-	1,536.00	-
UDC Total	-	12,798.41	-
UDOT Total	-	40,605.30	-
UNG Total	15,638.06	23,270.17	-
UVU Total	-	156,457.58	-
WSU Total	1,028,251.29	133,774.33	-



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

May-16

12 MONTH PROJECT RESERVE FUNDS ACTIVITY

DEPT	STATE FUNDS- DEVELOPMENT	STATE FUNDS- IMPROVEMENT	DOT FUNDS
<u>DECREASES TO PROJECT RESERVE FUND:</u>			
ABC Total	-	(8,679.00)	-
Agriculture Total	-	(220,676.00)	-
BATC Total	-	(23,576.00)	-
Courts Total	-	(39,954.35)	-
CPB Total	-	(25,532.00)	-
DATC Total	-	(31,086.50)	-
DFCM Total	-	(18,947.03)	-
DHS Total	-	(90,190.00)	-
DIXIE Total	-	(23,263.05)	-
DNR Total	-	(181,320.65)	-
DPS Total	-	(27,632.00)	-
DTS Total	-	(29,677.00)	-
DVA Total	-	(3,952.40)	-
DWS Total	-	(20,809.58)	-
DXATC Total	-	(132.50)	-
Education Total	-	(26,370.00)	-
MATC Total	-	(86,507.00)	-
SLCC Total	-	(66,090.11)	-
SNOW Total	-	(17,739.00)	-
SUU Total	-	(56,357.96)	-
TAX Total	-	(36,488.00)	-
UDC Total	-	(43,439.00)	-
UNG Total	-	(33,115.38)	-
UVU Total	-	(100,000.00)	-

OTHER ITEMS



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: Jeff Reddoor
Date: May 4, 2016
Subject: **Approval of Minutes of April 6, 2016**

Attached for your review and approval are the Minutes of the April 6, 2016, Building Board Meeting.

JLR: cn
Attachments

Utah State Building Board



MEETING

April 6, 2016

MINUTES

Members in Attendance:

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

Guests in Attendance:

Jeff Reddoor	Utah State Building Board
Ken Hansen	Department of Administrative Services
Eric Tholen	Division of Facilities Construction & Management
Bruce Whittington	Division of Facilities Construction & Management
Jim Russell	Division of Facilities Construction & Management
Lee Fairbourn	Division of Facilities Construction & Management
Darrell Hunting	Division of Facilities Construction & Management
Dorothy Taylor	Division of Facilities Construction & Management
CeeCee Niederhauser	Division of Facilities Construction & Management
Bianca Shama	Division of Facilities Construction & Management
Alan Bachman	Attorney General's Office
Nicole Alder	Attorney General's Office
Rich Amon	USHE
Ken Nye	University of Utah
Ben Berrett	Utah State University
Bob Askerlund	Salt Lake Community College
Malin Francis	Salt Lake Community College
Ezra Nielsen	Salt Lake Community College
Tiger Funk	Southern Utah University
Darek Sagers	Utah National Guard
Julie Attig	Reaveley Engineers
Tiffany Woods	Spectrum Engineers
Greg Warner	State Fair Park
Frank Young	Utah Valley University

Kurt Baxter	Utah Valley University
Joel Coleman	Utah School for the Blind and Disabled
Jim Nielson	Axis Architects
Fran Pruyn	CRSA
Tom Jensen	Wadman Engineering
Channing Adler	EDA Architects
John Shuttleworth	EDA Architects
Lori Haglund	VBFA
Sherry Ruesch	Dixie State University
Vicky Golie	Babcock Design Group

On Wednesday, April 6, 2016, the Utah State Building Board held a regularly scheduled meeting in Room 250 of the Utah State Capitol Building, Salt Lake City, Utah. Chair Ned Carnahan called the meeting to order at 9:05 am.

☐ APPROVAL OF MEETING MINUTES OF March 2, 2016

Chair Carnahan asked for comments or corrections to the minutes. Cee Cee Niederhauser stated further clarification should be added to page 1, paragraph 1 of the minutes to read: "Bob Fitch participated in the meeting via telephone." In addition, on page 4, paragraph 4, a sentence should be added which states: "There was not a quorum present."

MOTION: Gordon Snow moved to approve the Minutes of March 2, 2016 with the corrections and additions as noted. The motion was seconded by David Tanner and passed unanimously.

☐ REQUEST FOR APPROVAL OF REVOLVING LOAN FUND FOR SALT LAKE COMMUNITY COLLEGE

DFCM Energy Manager Bianca Shama reported SLCC is requesting a loan in the amount of \$519,930. This request is to install a combined heat and power system at the central plant of the Jordan Campus. It is estimated this project will have an annual savings of approximately \$75,000 with payback estimated at 6.5 years. Repayment for this loan will begin in early 2017. This project will result in significant energy and cost savings, extra capacity in the campus hot water system, and reduced overall campus source emissions. After this loan is issued, the balance of the Fund will be approximately \$500,000. SLCC Energy Manager Ezra Nielsen clarified this CHP System, which generates electricity using natural gas, is similar to the one at Utah State University but much smaller. Vice President of Facilities Bob Askerlund answered questions from the Board and confirmed this system is a natural fit for the campus.

MOTION: David Tanner moved to approve the Revolving Loan Request from Salt Lake Community College. The motion was seconded by Chip Nelson and passed unanimously.

☐ REQUEST FOR APPROVAL OF THE STATE'S NEW "EXISTING BUILDING" METERING STANDARD

Bianca Shama reported this document closely mirrors DFCM's High Performance Building

Standard, but addresses the needs of existing buildings. The standard is necessary in order to meet the requirements of Section 3.5 and 3.6 of the Facility Maintenance Standards which were revised on September 1, 2015. It will provide guidance and consistency across the state as an increased number of energy meters are being installed and set the minimum standard of performance for building level meters. A draft of this standard was distributed to all agencies/institutions, as well as the construction/design community on December 15, 2015. Comments received were reviewed and incorporated into the final document and then redistributed for comment on February 11, 2016. There were no fundamental concerns during the second comment period of the revised document.

MOTION: David Tanner moved to approve the New “Existing Building” Metering Standard. The motion was seconded by David Fitzsimmons and passed unanimously.

❑ FUNDING CERTIFICATION FOR THE SALT LAKE COMMUNITY COLLEGE CAREER AND TECHNOLOGY EDUCATION CENTER AT WESTPOINTE

Jeff Reddoor reviewed the intent language from the Legislature last year requiring certification of other funds (donations or institutional funding) for new projects. After discussion with Legislators and Fiscal Analysts, the Board will implement this again for new Capital Development projects. The Legislature appropriated \$42,590,500 for the Career and Technology Building at Westpointe with \$250,000 of private donations from the College. Bob Askerlund presented a letter of certification of other funds from SLCC President Denece Huftalin. The letter verified that SLCC has received a commitment of \$250,000 from Hexcel Corporation to support their composites lab at the Westpointe Center. President Huftalin confirmed if an unforeseen problem arises that cancels this funding, SLCC has the capacity and will pay for project costs. Board members had concerns with the Hexcel Donor Agreement which accompanied the letter and indicated \$200,000 in capital equipment for the lab, ongoing materials donations at a market value of \$5,000 for the next 5 years, and \$25,000 in scholarships over the next 5 years. After discussion, the Board felt confident with this arrangement since funds from Hexcel would be guaranteed by the College.

MOTION: Gordon Snow moved to approve the Funding Certification for SLCC’s Career and Technology Education Center at Westpointe and recommended the project move forward. The motion was seconded by David Tanner and passed unanimously.

❑ FUNDING CERTIFICATION FOR THE UTAH STATE UNIVERSITY BIOLOGICAL SCIENCES BUILDING

The Legislature recently appropriated \$28,000,000 in FY 2017 and \$10,000,000 in FY 2018 for the Biological Sciences Building. This \$38,000,000 will be combined with \$7,000,000 from private donations and other institutional sources for a total of \$45,000,000 for this project. Ben Berrett, Director of Planning, Design and Construction for Utah State University presented a certification letter from President Stan Albrecht and Vice President for Business & Finance David Cowley confirming that USU has the entire \$7,000,000 of non-state funds on hand and immediately available for this project. There was an issue concerning the amount of funds

being issued from the Legislature and the timing of these funds. Jeff Reddoor stated the Board is charged with certifying only the non-state portion of the funding for this project which is the \$7,000,000.

MOTION: Gordon Snow moved to approve the Funding Certification for the Utah State University Biological Sciences Building and recommended the project move forward. The motion was seconded by Chip Nelson and passed unanimously.

❑ REQUEST FOR APPROVAL OF DESIGN AND CONSTRUCTION OF THE ATHLETIC FIELD DOME AT THE UTAH VALLEY UNIVERSITY VINEYARD CAMPUS

UVU Vice President of Facilities Frank Young, and Kurt Baxter, Director of Engineering/Space, presented UVU's request to begin study and planning for a dome to cover the athletic fields at the Vineyard Campus. Chair Carnahan clarified this request: This is for design/construction. No state funds will be used for this structure with WAC Conference affiliation funds providing construction revenue. O&M will be provided from athletic team budgets using these facilities. The estimated cost is \$1.5 Million. The Board had concerns with O&M funding for this facility and the durability of this type of air structure dome.

Chair Carnahan recognized the attendance of Representative Gage Froerer at the meeting.

The Board questioned if there would be a student fee increase. Mr. Young clarified this will be supported by a user fee, not a student fee. The Board continued to have reservations concerning this project and suggested further study.

MOTION: David Tanner moved to request UVU return to the Board with a study on different building types that would fit their need for an athletic covering and that O&M cost and life cycle cost for each building type be addressed in this study. The motion was seconded by Gordon Snow and passed unanimously.

❑ REQUEST FOR APPROVAL OF A REALLOCATION OF FY 2014 CAPITAL IMPROVEMENT FUNDS FOR UTAH COURTS FROM THE PROVO JUVENILE COURTS BOILER AND VAV BOX REPLACEMENT PROJECT TO THE FIFTH DISTRICT IRON COUNTY CEDAR CITY COURTS

Alyn Lunceford from Utah Courts reported in FY 2014 they received an allocation of \$257,364 in Capital Improvement funds for the Provo Juvenile Courts Boiler and VAV Box Replacement Project. After thorough investigation, these problems were resolved by DFCM by rebalancing the existing HVAC system and repairing the boiler system rather than replacement. Utah Courts is requesting this \$257,364 be reallocated to the Cedar City Courts Infrastructure Updates which will include the remodel of the public restrooms, public waiting area, and expansion of security fence for additional parking and landscaping in the front of the building. Utah Courts believes this remodel will best prepare this building for occupancy by the Department of Juvenile Justice Services when the new Fourth District Court Facility in Provo is completed in 2019. Jeff Reddoor expressed his support for this reallocation.

MOTION: David Fitzsimmons moved to approve the Reallocation of FY 2014 Funds for Utah Courts from the Provo Juvenile Courts Boiler and Vav Box Replacement Project to the Fifth District Iron County Cedar City Courts. The motion was seconded by Fred Hunsaker and passed unanimously.

REQUEST FOR APPROVAL OF FY 2017 CAPITAL IMPROVEMENT FUNDING

Jeff Reddoor presented the FY 2017 Capital Improvement List. Highlights for this list show 63% of funds will go to higher education (including ATC's) with 37% going to state agencies. Many critical life/safety projects were addressed with this year's funding and are listed on the last page: 1) Unified Lab First Floor Life Safety Repairs; 2) DWR Statewide Radon Mitigation; 3) Statewide Energy Metering Project; and 4) Retrofit of State Owned Fuel Tanks to Meet EPA Requirements. The List also shows a \$40,000 appropriation for the Structural Snow Load Study under Statewide Programs which may be re-appropriated in the future. The \$250,000 allocation for the Planning Fund is to allow programming for the Department of Agriculture Building Replacement. Capital Improvements were funded at 1.1% resulting in \$117,825,100. With this level of funding, the state is actually seeing a decrease in the deferred maintenance backlog.

MOTION: Fred Hunsaker moved to approve the FY 2017 Capital Improvement Funding. The motion was seconded by David Fitzsimmons and passed unanimously.

Prior to the monthly reports, Chair Carnahan stated four Board members were assigned to analyze content, formatting and documentation for the following reports:

David Fitzsimmons	University of Utah
Fred Hunsaker	Utah State University
David Tanner	DFCM
Ned Carnahan	UDOT

□ UNIVERSITY REPORTS

Ken Nye, Facilities Business Director at the University of Utah, reported Mr. Fitzsimmons had recently contacted him with suggestions for the U of U monthly report. There were 13 design agreements and 7 planning/other types of agreements. The most significant agreement awarded was for design on the Hospital Cath Lab with a project budget of almost \$2 Million for medical equipment. Construction contracts included one new space contract, 11 remodeling contracts and 2 site improvements. The most significant construction contract awarded was the CM/GC contract for the Alumni House Addition which was authorized by the Legislature as part of the FY 2015 Revenue Bond Bill. Project Reserve Fund had no significant activity. The Contingency Reserve had one large draw of \$117,775 for asbestos abatement of insulation covering one of the old expansion tanks that had been contaminated with asbestos patching material used in the past to repair cracks.

Ben Berrett, Director of Planning, Design and Construction for Utah State University, reported there were 5 professional contracts this month. The most significant was a Medium Voltage Upgrade for FY 15 for a design contract to replace a section of the distribution system and a

Medium Voltage Upgrade to recalibrate the switch gear for a large generator at the central plant. There were 5 construction contracts. The most significant included an update to the emergency egress lighting and generator at the Spectrum and an elevator upgrade to replace two electronic control and transfer systems. There were no increases to the Contingency Reserve; however there were two draws from the fund – for a campus controls upgrade of air handler replacement/controls for \$21,657.65 and the Morgan Theater Upgrade for \$2,553.56. The Project Reserve Fund received contributions from several projects which closed this month. Notable was Old Main Roof Replacement North Wing and Health LS Code Asbestos FY 14. There were two decreases to the fund for contracts awarded for the Spectrum Emergency Lighting and Elevator Upgrades. The Contingency and Project Reserve are healthy. Fred Hunsaker commented on the importance of analyzing the monthly reports to determine if they are measuring the correct things. He would like to see the addition of performance measurements in the report and information of any trends in the construction industry such as material costs or accessibilities.

❑ ADMINISTRATIVE REPORT FOR DFCM

DFCM Director Eric Tholen commented that DFCM will look forward to feedback from the Board concerning their monthly report. DFCM had 6 renewals of existing leases this reporting period. There were 38 professional service agreements (23 were for design and 15 planning/other agreements), and 37 construction contracts. Notable is a CM/GC contract on the Carbon County Courts Facility and the DUP Museum Replacement Compressor which came in with high bids and will draw on FY 2017 funds to complete construction. In addition, Mountainland Applied Technology College HVAC Improvements Project will draw upon Project Reserve Fund to make the award. This award will show up in next month's report. The Capital Development Contingency Reserve Fund saw transfers to 4 projects this period for a total of \$338,000 and received zero transfers to the fund. The fund currently has a balance of \$6.5 Million. The Capital Improvement Contingency Reserve Fund saw transfers to 12 projects for a total of \$147,000 and received funds from one project for \$9,445. The fund saw an increase from \$5.2 Million last month to \$6.9 Million. Mr. Tholen noted as per HB 2, \$5 Million of the Contingency Reserve will be transferred out to the General Fund during the next reporting cycle. The Capital Development Project Reserve Fund had two transfers totaling \$1.2 Million. This fund had a starting balance of \$1.8 Million and an ending balance of \$3 Million. The Capital Improvement Project Reserve had 16 transfers into the fund totally \$514,000 and 5 transfers out of the fund totally \$159,000. The current balance went up from \$5.8 Million to \$6.2 Million; however, as per HB 2, \$1.225 Million will be transferred from the Project Reserve to the General Fund. This month there is a Project Reserve Activity Report which lists agency totals for increases and decreases to this fund over a 12 month period.

David Tanner suggested some additions to the report might include a DFCM report on the impacts of the withdrawal of funds by the Legislature. A quarterly economic trend to show happenings in the construction industry and the possible financial impact on specific projects would be helpful with projections for the coming year. In addition, Mr. Tanner suggested further explanation on recently issued contracts should be included (what DFCM is seeing and why).

❑ FUTURE AGENDA ITEMS

- 1) Jeff Reddoor presented the 2016 General Session Appropriations for Capital Development.
- 2) SB 156 will require the Building Board to make new rules concerning adjustments for O&M. This will be discussed in the May Business Meeting. Several Board members requested a copy of this bill.
- 3) Capital Improvements saw an adjustment in funding from \$2.5 Million to \$3.5 Million.
- 4) Site utility infrastructure upgrades up to \$7 Million will now be funded through Capital Improvements.
- 5) Chair Carnahan reported the IGG Subcommittee has requested the Building Board develop a process for land banking.
- 6) Chip Nelson requested the Chair forward the template for presentations to Board members.
- 7) Last year the Legislature funded \$250,000 for an Infrastructure Inventory Study which identified the infrastructure components of all state properties. This information will now be moved to the Automated Geographic Reference Center (AGRC) and available to the public.
- 8) August 17 and 18 will be the Capital Development Tour. The Board will travel in Blackhawk helicopters with the UNG. Send your acceptance of helicopter flight to Chair Carnahan.
- 9) Meetings with the Board of Regents to discuss the prioritization process will be held in the near future.

□ ADJOURNMENT

MOTION: Chip Nelson moved to adjourn the meeting. The motion was seconded by David Tanner and passed unanimously.

The meeting adjourned at 11:48 am.



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: Eric R. Tholen, Director
Date: April 27, 2016
Subject: **Amendments to DFCM Rule 23-23, Health Reform -- Health Insurance Coverage in State Contracts -- Implementation.**
Presenter: Alan Bachman, Assistant Attorney General

DFCM is recommending amendments to Rule 23-23, Health Reform -- Health Insurance Coverage in State Contracts -- Implementation, in order to comply with HB 282 of the 2016 General Legislative Session. Please find the attached rule with the proposed amendments for your consideration and approval, as well as a copy of HB 282, for your records.

Recommendation:

It is recommended that the Board authorize the filing of the amendments for Rule R23-23 at their scheduled Board meeting on May 4, 2016. If approved, these amendments will get filed as an Emergency Rule in order to comply with HB 282, and will also be filed as an amendment before or on the next filing deadline. After being filed, the amendments will be published in the Utah State Bulletin.

Background:

Rule R23-23, under the authority of the Board, provides for the discharge of the duties of the Division of Facilities Construction and Management as well as Section 63A-5-205 which requires this rule related to health insurance provisions in certain design and/or construction contracts. Amendments were made to reflect the changes in Utah State Code. DFCM is requesting that an emergency and regular rule to be filed.

AB: cg

Attachment: Rule R23-23 (with proposed amendments)

R23. Administrative Services, Facilities Construction and Management.

R23-23. Health Reform -- Health Insurance Coverage in State Contracts -- Implementation.

R23-23-1. Purpose.

The purpose of this rule is to comply with the provisions of Section 63A-5-205.

R23-23-2. Authority.

This rule is authorized under Subsection 63A-5-103(1)(e), which directs the Utah State Building Board to make rules necessary for the discharge of the duties of the Division of Facilities Construction and Management as well as Section 63A-5-205 which requires this rule related to health insurance provisions in certain design and/or construction contracts.

R23-23-3. Definitions.

(1) Except as otherwise stated in this rule, terms used in this rule are defined in Section 63A-5-205.

(2) In addition:

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

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

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

(d) "Employee(s)" means an "employee," "worker," or "operative" as defined in Section 34A-2-104 who:

(i) works at least 30 hours per calendar week; and

(ii) meets employer eligibility waiting requirements for health care insurance which may not exceed the first day of the calendar month following 60 days from the date of hire.

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

R23-23-4. Applicability of Rule.

(1) Except as provided in Subsection R23-23-4(2) below, this Rule R23-23 applies to all design or construction contracts entered into by the Division or the Board on or after July 1, 2009, and

(a) applies to a prime contractor if the prime contract is in the amount of \$1,500,000 or greater; and

(b) applies to a subcontractor if the subcontract is in the amount of \$750,000 or greater.

(2) This Rule R23-23 does not apply if:

(a) the application of this Rule R23-23 jeopardizes the receipt of federal funds;

(b) the contract is a sole source contract; or

(c) the contract is an emergency procurement.

(3) This Rule R23-23 does not apply to a change order as defined in Section 63G-6a-103, or a modification to a contract, when the contract does not meet the initial threshold required by Subsection R23-23-4(1).

(4) A person who intentionally uses change orders or contract modifications to circumvent the requirements of subsection (1) is guilty of an infraction.

R23-23-5. Contractor to Comply with Section 63A-5-205.

All contractors and subcontractors that are subject to the requirements of Section 63A-5-205 shall comply with all the requirements, penalties and liabilities of Section 63A-5-205.

R23-23-6. Not Basis for Protest or Suspend, Disrupt, or Terminate Design or Construction.

(1) The failure of a contractor or subcontractor to provide qualified health insurance coverage as required by this rule or Section 63A-5-205:

(a) may not be the basis for a protest or other action from a prospective bidder, offeror, or contractor under Section 63G-6a-1603 or any other provision in Title 63G, Chapter 6a, Utah Procurement Code; and

(b) may not be used by the procurement entity or a prospective bidder, offeror, or contractor as a basis for any action or suit that would suspend, disrupt or terminate the design or construction.

R23-23-7. Requirements and Procedures a Contractor Must Follow.

A contractor (including consultants and designers) must comply with the following requirements and procedures in order to demonstrate compliance with Section 63A-5-205.

(1) Demonstrating Compliance with Health Insurance Requirements. The following requirements must be met by a contractor (including consultants, designers and others under contract with the Division) that is subject to the requirements of this Rule no later than the time the contract is entered into or renewed:

(a) demonstrate compliance by a written certification to the Director that the contractor has and will maintain for the duration of the contract an offer of qualified health insurance coverage for the contractor's employees and the employee's dependents; and

(b) The contractor shall also provide such written certification prior to the execution of the contract, in regard to all subcontractors (including subconsultants) at any tier that is subject to the requirements of this Rule.

(2) Recertification. The Director shall have the right to request a recertification by the contractor by submitting a written request to the contractor, and the contractor shall so comply with the written request within ten (10) working days of receipt of the written request; however, in no case may the contractor be required to demonstrate such compliance more than twice in any 12-month period.

(3) Demonstrating Compliance with Actuarially Equivalent Determination. The actuarially equivalent determination required by Subsection 63A-5-205(1)(e) and defined in Section 26-40-115 is met by the contractor if the contractor provides the Director with a written statement of actuarial equivalency from either the Utah Insurance Department; an actuary selected by the contractor or the contractor's insurer; or an underwriter who is responsible for developing the employer group's premium rates.

For purposes of this Rule R23-23-7(3), actuarially equivalency is achieved by

meeting or exceeding the requirements of Section 26-40-115 which are also delineated on the DFCM website at http://dfcm.utah.gov/downloads/1const/Health_Insurance_Benchmark.pdf.

(4) The health insurance must be available upon the first day of the calendar month following sixty (60) days from the date of hire.

(5) Architect and Engineer Compliance Process. Architects and engineers that are subject to this Rule must demonstrate compliance with this Rule in any annual submittal under Section 63G-6-702. During the procurement process and no later than the execution of the contract with the architect or engineer, the architect or engineer shall confirm that their applicable subcontractors or subconsultants meet the requirements of this Rule.

(6) General (Prime) Contractors Compliance Process. Contractors that are subject to this Rule must demonstrate compliance with this Rule for their own firm and any applicable subcontractors, in any pre-qualification process that may be used for the procurement. At the time of execution of the contract, the contractor shall confirm that their applicable subcontractors or subconsultants meet the requirements of this Rule.

(7) Notwithstanding any prequalification process, any contract subject to this Rule shall contain a provision requiring compliance with this Rule from the time of execution and throughout the duration of the contract.

(8) Hearing and Penalties.

(a) Hearing. Any hearing for any penalty under this Rule conducted by the Board or the Division shall be conducted in the same manner as any hearing required for a suspension or debarment.

(b) Penalties that may be imposed by Board or Division. The penalties that may be imposed by the Board or the Division if a contractor, consultant, subcontractor or subconsultant, at any tier, intentionally violates the provisions of this Rule R23-23, may include:

(i) a three-month suspension of the contractor or subcontractor from entering into future contracts with the State upon the first violation, regardless of which tier the contractor or subcontractor is involved with the future design and/or construction contract;

(ii) a six-month suspension of the contractor or subcontractor from entering into future contracts with the State upon the second violation, regardless of which tier the contractor or subcontractor is involved with the future design and/or construction contract;

(iii) an action for debarment of the contractor or subcontractor in accordance with Section 63G-6a-904 upon the third or subsequent violation; and

(iv) monetary penalties which may not exceed 50 percent of the amount necessary to purchase qualified health insurance coverage for an employee and the dependents of an employee of the contractor or subcontractor who was not offered qualified health insurance coverage during the duration of the contract.

(c)(i) In addition to the penalties imposed above, a contractor, consultant, subcontractor or subconsultant who intentionally violates the provisions of this rule shall be liable to the employee for health care costs that would have been covered by qualified health insurance coverage.

(ii) An employer has an affirmative defense to a cause of action under Subsection

R23-23-7(8)(c)(i) as provided in Subsection 63A-5-205(3)(g)(ii).

R23-23-8. Not Create any Contractual Relationship with any Subcontractor or Subconsultant.

Nothing in this Rule shall be construed as to create any contractual relationship whatsoever between the State of Utah, the Board, or the Division with any subcontractor or subconsultant at any tier.

KEY: health insurance, contractors, contracts, contract requirements

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

Notice of Continuation: June 10, 2014

Authorizing, and Implemented or Interpreted Law: 63A-5-103(1)(e); 63A-5-205

1 **STATE CONTRACTOR EMPLOYEE HEALTH COVERAGE**

2 **AMENDMENTS**

3 2016 GENERAL SESSION

4 STATE OF UTAH

5 **Chief Sponsor: James A. Dunnigan**

6 Senate Sponsor: Curtis S. Bramble

8 **LONG TITLE**

9 **General Description:**

10 This bill addresses employee health insurance requirements for state contractors.

11 **Highlighted Provisions:**

12 This bill:

- 13 ▶ amends the types of contracts that trigger a state contractor's employee health
- 14 insurance requirements;
- 15 ▶ amends provisions for a state contractor to demonstrate compliance;
- 16 ▶ amends employee health insurance requirements;
- 17 ▶ requires the Department of Health to post a benchmark plan for qualified health
- 18 insurance coverage; and
- 19 ▶ makes technical changes.

20 **Money Appropriated in this Bill:**

21 None

22 **Other Special Clauses:**

23 This bill provides a special effective date.

24 **Utah Code Sections Affected:**

25 AMENDS:

26 **17B-2a-818.5**, as last amended by Laws of Utah 2014, Chapter 425

27 **19-1-206**, as last amended by Laws of Utah 2014, Chapter 425

28 **26-40-115**, as last amended by Laws of Utah 2015, Chapter 107

29 **63A-5-205**, as last amended by Laws of Utah 2014, Chapter 425

30 **63C-9-403**, as last amended by Laws of Utah 2014, Chapter 425

31 **72-6-107.5**, as last amended by Laws of Utah 2014, Chapter 425

32 **79-2-404**, as last amended by Laws of Utah 2014, Chapter 425

33

34 *Be it enacted by the Legislature of the state of Utah:*

35 Section 1. Section **17B-2a-818.5** is amended to read:

36 **17B-2a-818.5. Contracting powers of public transit districts -- Health insurance**
37 **coverage.**

38 (1) For purposes of this section:

39 (a) "Employee" means an "employee," "worker," or "operative" as defined in Section
40 **34A-2-104** who:

41 (i) works at least 30 hours per calendar week; and

42 (ii) meets employer eligibility waiting requirements for health care insurance which
43 may not exceed the first day of the calendar month following 60 days from the date of hire.

44 (b) "Health benefit plan" [~~has the same meaning as provided~~] means the same as that
45 term is defined in Section **31A-1-301**.

46 (c) "Qualified health insurance coverage" [~~is as~~] means the same as that term is defined
47 in Section **26-40-115**.

48 (d) "Subcontractor" [~~has the same meaning provided for~~] means the same as that term
49 is defined in Section **63A-5-208**.

50 (2) (a) Except as provided in Subsection (3), this section applies to a design or
51 construction contract entered into by the public transit district on or after July 1, 2009, and to a
52 prime contractor or to a subcontractor in accordance with Subsection (2)(b).

53 (b) (i) A prime contractor is subject to this section if the prime contract is in the
54 amount of [~~\$1,500,000~~] \$2,000,000 or greater at the original execution of the contract.

55 (ii) A subcontractor is subject to this section if a subcontract is in the amount of
56 [~~\$750,000~~] \$1,000,000 or greater at the original execution of the contract.

57 (3) This section does not apply if:

58 (a) the application of this section jeopardizes the receipt of federal funds;

59 (b) the contract is a sole source contract; or

60 (c) the contract is an emergency procurement.

61 (4) (a) This section does not apply to a change order as defined in Section 63G-6a-103,
62 or a modification to a contract, when the contract does not meet the initial threshold required
63 by Subsection (2).

64 (b) A person who intentionally uses change orders or contract modifications to
65 circumvent the requirements of Subsection (2) is guilty of an infraction.

66 (5) (a) A contractor subject to Subsection (2) shall demonstrate to the public transit
67 district that the contractor has and will maintain an offer of qualified health insurance coverage
68 for the contractor's employees and the employee's dependents during the duration of the
69 contract.

70 ~~[(b) If a subcontractor of the contractor is subject to Subsection (2)(b), the contractor~~
71 ~~shall demonstrate to the public transit district that the subcontractor has and will maintain an~~
72 ~~offer of qualified health insurance coverage for the subcontractor's employees and the~~
73 ~~employee's dependents during the duration of the contract.]~~

74 (b) If a subcontractor of the contractor is subject to Subsection (2)(b), the contractor
75 shall:

76 (i) place a requirement in the subcontract that the subcontractor shall obtain and
77 maintain an offer of qualified health insurance coverage for the subcontractor's employees and
78 the employees' dependants during the duration of the subcontract; and

79 (ii) certify to the public transit district that the subcontractor has and will maintain an
80 offer of qualified health insurance coverage for the subcontractor's employees and the
81 employees' dependents during the duration of the prime contract.

82 (c) (i) (A) A contractor who fails to meet the requirements of Subsection (5)(a) during
83 the duration of the contract is subject to penalties in accordance with an ordinance adopted by
84 the public transit district under Subsection (6).

85 (B) A contractor is not subject to penalties for the failure of a subcontractor to meet the

86 requirements of Subsection (5)(b).

87 (ii) (A) A subcontractor who fails to meet the requirements of Subsection (5)(b) during
88 the duration of the contract is subject to penalties in accordance with an ordinance adopted by
89 the public transit district under Subsection (6).

90 (B) A subcontractor is not subject to penalties for the failure of a contractor to meet the
91 requirements of Subsection (5)(a).

92 (6) The public transit district shall adopt ordinances:

93 (a) in coordination with:

94 (i) the Department of Environmental Quality in accordance with Section 19-1-206;

95 (ii) the Department of Natural Resources in accordance with Section 79-2-404;

96 (iii) the State Building Board in accordance with Section 63A-5-205;

97 (iv) the State Capitol Preservation Board in accordance with Section 63C-9-403; and

98 (v) the Department of Transportation in accordance with Section 72-6-107.5; and

99 (b) ~~[which]~~ that establish:

100 (i) the requirements and procedures a contractor shall follow to demonstrate to the
101 public transit district compliance with this section ~~[which]~~ that shall include:

102 (A) that a contractor ~~[will not have to]~~ shall demonstrate compliance with Subsection
103 (5)(a) or (b) ~~[more than twice in any 12-month period; and]~~ at the time of the execution of each
104 initial contract described in Subsection (2)(b);

105 (B) that the contractor's compliance is subject to an audit by the public transit district
106 or the Office of the Legislative Auditor General; and

107 ~~[(B)]~~ (C) that the actuarially equivalent determination required for the qualified health
108 insurance coverage in Subsection (1) is met by the contractor if the contractor provides the
109 department or division with a written statement of actuarial equivalency, which is no more than
110 one year old, regarding the contractor's offer of qualified health coverage from [either: (F) the
111 Utah Insurance Department; (H)] an actuary selected by the contractor or the contractor's
112 insurer[;], or [(HH)] an underwriter who is responsible for developing the employer group's
113 premium rates;

114 (ii) the penalties that may be imposed if a contractor or subcontractor intentionally
115 violates the provisions of this section, which may include:

116 (A) a three-month suspension of the contractor or subcontractor from entering into
117 future contracts with the public transit district upon the first violation;

118 (B) a six-month suspension of the contractor or subcontractor from entering into future
119 contracts with the public transit district upon the second violation;

120 (C) an action for debarment of the contractor or subcontractor in accordance with
121 Section [63G-6a-904](#) upon the third or subsequent violation; and

122 (D) monetary penalties which may not exceed 50% of the amount necessary to
123 purchase qualified health insurance coverage for employees and dependents of employees of
124 the contractor or subcontractor who were not offered qualified health insurance coverage
125 during the duration of the contract; and

126 (iii) a website on which the district shall post the commercially equivalent benchmark,
127 for the qualified health insurance coverage identified in Subsection (1)(c), that is provided by
128 the Department of Health, in accordance with Subsection [26-40-115\(2\)](#).

129 (7) (a) (i) In addition to the penalties imposed under Subsection (6)(b)(ii), a contractor
130 or subcontractor who intentionally violates the provisions of this section shall be liable to the
131 employee for health care costs that would have been covered by qualified health insurance
132 coverage.

133 (ii) An employer has an affirmative defense to a cause of action under Subsection
134 (7)(a)(i) if:

135 (A) the employer relied in good faith on a written statement of actuarial equivalency
136 provided by an:

137 (I) actuary; or

138 (II) underwriter who is responsible for developing the employer group's premium rates;

139 or

140 (B) a department or division determines that compliance with this section is not
141 required under the provisions of Subsection (3) or (4).

142 (b) An employee has a private right of action only against the employee's employer to
143 enforce the provisions of this Subsection (7).

144 (8) Any penalties imposed and collected under this section shall be deposited into the
145 Medicaid Restricted Account created in Section 26-18-402.

146 (9) The failure of a contractor or subcontractor to provide qualified health insurance
147 coverage as required by this section:

148 (a) may not be the basis for a protest or other action from a prospective bidder, offeror,
149 or contractor under Section 63G-6a-1603 or any other provision in Title 63G, Chapter 6a, Utah
150 Procurement Code; and

151 (b) may not be used by the procurement entity or a prospective bidder, offeror, or
152 contractor as a basis for any action or suit that would suspend, disrupt, or terminate the design
153 or construction.

154 Section 2. Section 19-1-206 is amended to read:

155 **19-1-206. Contracting powers of department -- Health insurance coverage.**

156 (1) For purposes of this section:

157 (a) "Employee" means an "employee," "worker," or "operative" as defined in Section
158 34A-2-104 who:

159 (i) works at least 30 hours per calendar week; and

160 (ii) meets employer eligibility waiting requirements for health care insurance which
161 may not exceed the first day of the calendar month following 60 days from the date of hire.

162 (b) "Health benefit plan" [~~has the same meaning as provided~~] means the same as that
163 term is defined in Section 31A-1-301.

164 (c) "Qualified health insurance coverage" [~~is as~~] means the same as that term is defined
165 in Section 26-40-115.

166 (d) "Subcontractor" [~~has the same meaning provided for~~] means the same as that term
167 is defined in Section 63A-5-208.

168 (2) (a) Except as provided in Subsection (3), this section applies to a design or
169 construction contract entered into by or delegated to the department or a division or board of

170 the department on or after July 1, 2009, and to a prime contractor or subcontractor in
171 accordance with Subsection (2)(b).

172 (b) (i) A prime contractor is subject to this section if the prime contract is in the
173 amount of [~~\$1,500,000~~] \$2,000,000 or greater at the original execution of the contract.

174 (ii) A subcontractor is subject to this section if a subcontract is in the amount of
175 [~~\$750,000~~] \$1,000,000 or greater at the original execution of the contract.

176 (3) This section does not apply to contracts entered into by the department or a division
177 or board of the department if:

178 (a) the application of this section jeopardizes the receipt of federal funds;

179 (b) the contract or agreement is between:

180 (i) the department or a division or board of the department; and

181 (ii) (A) another agency of the state;

182 (B) the federal government;

183 (C) another state;

184 (D) an interstate agency;

185 (E) a political subdivision of this state; or

186 (F) a political subdivision of another state;

187 (c) the executive director determines that applying the requirements of this section to a
188 particular contract interferes with the effective response to an immediate health and safety
189 threat from the environment; or

190 (d) the contract is:

191 (i) a sole source contract; or

192 (ii) an emergency procurement.

193 (4) (a) This section does not apply to a change order as defined in Section [63G-6a-103](#),
194 or a modification to a contract, when the contract does not meet the initial threshold required
195 by Subsection (2).

196 (b) A person who intentionally uses change orders or contract modifications to
197 circumvent the requirements of Subsection (2) is guilty of an infraction.

198 (5) (a) A contractor subject to Subsection (2) shall demonstrate to the executive
199 director that the contractor has and will maintain an offer of qualified health insurance
200 coverage for the contractor's employees and the employees' dependents during the duration of
201 the contract.

202 ~~[(b) If a subcontractor of the contractor is subject to Subsection (2), the contractor shall~~
203 ~~demonstrate to the executive director that the subcontractor has and will maintain an offer of~~
204 ~~qualified health insurance coverage for the subcontractor's employees and the employees'~~
205 ~~dependents during the duration of the contract.]~~

206 (b) If a subcontractor of the contractor is subject to Subsection (2), the contractor shall:

207 (i) place a requirement in the subcontract that the subcontractor shall obtain and
208 maintain an offer of qualified health insurance coverage for the subcontractor's employees and
209 the employees' dependants during the duration of the subcontract; and

210 (ii) certify to the executive director that the subcontractor has and will maintain an
211 offer of qualified health insurance coverage for the subcontractor's employees and the
212 employees' dependents during the duration of the prime contract.

213 (c) (i) (A) A contractor who fails to comply with Subsection (5)(a) during the duration
214 of the contract is subject to penalties in accordance with administrative rules adopted by the
215 department under Subsection (6).

216 (B) A contractor is not subject to penalties for the failure of a subcontractor to meet the
217 requirements of Subsection (5)(b).

218 (ii) (A) A subcontractor who fails to meet the requirements of Subsection (5)(b) during
219 the duration of the contract is subject to penalties in accordance with administrative rules
220 adopted by the department under Subsection (6).

221 (B) A subcontractor is not subject to penalties for the failure of a contractor to meet the
222 requirements of Subsection (5)(a).

223 (6) The department shall adopt administrative rules:

224 (a) in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act;

225 (b) in coordination with:

- 226 (i) a public transit district in accordance with Section 17B-2a-818.5;
- 227 (ii) the Department of Natural Resources in accordance with Section 79-2-404;
- 228 (iii) the State Building Board in accordance with Section 63A-5-205;
- 229 (iv) the State Capitol Preservation Board in accordance with Section 63C-9-403;
- 230 (v) the Department of Transportation in accordance with Section 72-6-107.5; and
- 231 (vi) the Legislature's Administrative Rules Review Committee; and

232 (c) ~~[which]~~ that establish:

233 (i) the requirements and procedures a contractor shall follow to demonstrate to the
234 public transit district compliance with this section that shall include:

235 (A) that a contractor ~~[will not have to]~~ shall demonstrate compliance with Subsection
236 (5)(a) or (b) ~~[more than twice in any 12-month period; and]~~ at the time of the execution of each
237 initial contract described in Subsection (2)(b);

238 (B) that the contractor's compliance is subject to an audit by the department or the
239 Office of the Legislative Auditor General; and

240 ~~[(B)]~~ (C) that the actuarially equivalent determination required for the qualified health
241 insurance coverage in Subsection (1) is met by the contractor if the contractor provides the
242 department or division with a written statement of actuarial equivalency, which is no more than
243 one year old, regarding the contractor's offer of qualified health coverage from [either: (I) the
244 ~~Utah Insurance Department; (H)]~~ an actuary selected by the contractor or the contractor's
245 insurer[;], or ~~[(H)]~~ an underwriter who is responsible for developing the employer group's
246 premium rates;

247 (ii) the penalties that may be imposed if a contractor or subcontractor intentionally
248 violates the provisions of this section, which may include:

249 (A) a three-month suspension of the contractor or subcontractor from entering into
250 future contracts with the state upon the first violation;

251 (B) a six-month suspension of the contractor or subcontractor from entering into future
252 contracts with the state upon the second violation;

253 (C) an action for debarment of the contractor or subcontractor in accordance with

254 Section 63G-6a-904 upon the third or subsequent violation; and

255 (D) notwithstanding Section 19-1-303, monetary penalties which may not exceed 50%
256 of the amount necessary to purchase qualified health insurance coverage for an employee and
257 the dependents of an employee of the contractor or subcontractor who was not offered qualified
258 health insurance coverage during the duration of the contract; and

259 (iii) a website on which the department shall post the commercially equivalent
260 benchmark, for the qualified health insurance coverage identified in Subsection (1)(c), that is
261 provided by the Department of Health, in accordance with Subsection 26-40-115(2).

262 (7) (a) (i) In addition to the penalties imposed under Subsection (6)(c), a contractor or
263 subcontractor who intentionally violates the provisions of this section shall be liable to the
264 employee for health care costs that would have been covered by qualified health insurance
265 coverage.

266 (ii) An employer has an affirmative defense to a cause of action under Subsection
267 (7)(a)(i) if:

268 (A) the employer relied in good faith on a written statement of actuarial equivalency
269 provided by:

270 (I) an actuary; or

271 (II) an underwriter who is responsible for developing the employer group's premium
272 rates; or

273 (B) the department determines that compliance with this section is not required under
274 the provisions of Subsection (3) or (4).

275 (b) An employee has a private right of action only against the employee's employer to
276 enforce the provisions of this Subsection (7).

277 (8) Any penalties imposed and collected under this section shall be deposited into the
278 Medicaid Restricted Account created in Section 26-18-402.

279 (9) The failure of a contractor or subcontractor to provide qualified health insurance
280 coverage as required by this section:

281 (a) may not be the basis for a protest or other action from a prospective bidder, offeror,

282 or contractor under Section 63G-6a-1603 or any other provision in Title 63G, Chapter 6a, Utah
283 Procurement Code; and

284 (b) may not be used by the procurement entity or a prospective bidder, offeror, or
285 contractor as a basis for any action or suit that would suspend, disrupt, or terminate the design
286 or construction.

287 Section 3. Section 26-40-115 is amended to read:

288 **26-40-115. State contractor -- Employee and dependent health benefit plan**
289 **coverage.**

290 (1) For purposes of Sections 17B-2a-818.5, 19-1-206, 63A-5-205, 63C-9-403,
291 72-6-107.5, and 79-2-404, "qualified health insurance coverage" means, at the time the contract
292 is entered into or renewed:

293 [(+) (a) a health benefit plan and employer contribution level with a combined
294 actuarial value at least actuarially equivalent to the combined actuarial value of the benchmark
295 plan determined by the program under Subsection 26-40-106(1), and a contribution level [of] at
296 which the employer pays at least 50% of the premium for the employee and the dependents of
297 the employee who reside or work in the state[-, in which:]; or

298 [~~(a) the employer pays at least 50% of the premium for the employee and the~~
299 ~~dependents of the employee who reside or work in the state; and]~~

300 [~~(b) for purposes of calculating actuarial equivalency under this Subsection (1)(b):]~~

301 [~~(i) rather than the benchmark plan's deductible, and the benchmark plan's~~
302 ~~out-of-pocket maximum based on income levels:]~~

303 [~~(A) the deductible is \$1,000 per individual and \$3,000 per family; and]~~

304 [~~(B) the out-of-pocket maximum is \$3,000 per individual and \$9,000 per family;]~~

305 [~~(ii) dental coverage is not required; and]~~

306 [~~(iii) other than Subsection 26-40-106(1), the provisions of Section 26-40-106 do not~~
307 ~~apply; or]~~

308 [(2) (b) a federally qualified high deductible health plan that, at a minimum:

309 [~~(a) (i) has a deductible that is [either]:~~

310 [(†)] (A) the lowest deductible permitted for a federally qualified high deductible health
311 plan; or

312 [(†)] (B) a deductible that is higher than the lowest deductible permitted for a federally
313 qualified high deductible health plan, but includes an employer contribution to a health savings
314 account in a dollar amount at least equal to the dollar amount difference between the lowest
315 deductible permitted for a federally qualified high deductible plan and the deductible for the
316 employer offered federally qualified high deductible plan;

317 [(†)] (ii) has an out-of-pocket maximum that does not exceed three times the amount of
318 the annual deductible; and

319 [(†)] (iii) provides that the employer pays 60% of the premium for the employee and
320 the dependents of the employee who work or reside in the state.

321 (2) The department shall:

322 (a) on or before July 1, 2016:

323 (i) determine the commercial equivalent of the benchmark plan described in Subsection
324 (1)(a); and

325 (ii) post the commercially equivalent benchmark plan described in Subsection (2)(a)(i)
326 on the department's website, noting the date posted; and

327 (b) update the posted commercially equivalent benchmark plan annually and at the
328 time of any change in the benchmark.

329 Section 4. Section **63A-5-205** is amended to read:

330 **63A-5-205. Contracting powers of director -- Retainage -- Health insurance**
331 **coverage.**

332 (1) As used in this section:

333 (a) "Capital developments" [~~has the same meaning as provided~~] means the same as that
334 term is defined in Section 63A-5-104.

335 (b) "Capital improvements" [~~has the same meaning as provided~~] means the same as
336 that term is defined in Section 63A-5-104.

337 (c) "Employee" means an "employee," "worker," or "operative" as defined in Section

338 34A-2-104 who:

339 (i) works at least 30 hours per calendar week; and

340 (ii) meets employer eligibility waiting requirements for health care insurance which
341 may not exceed the first day of the calendar month following 60 days from the date of hire.

342 (d) "Health benefit plan" [~~has the same meaning as provided~~] means the same as that
343 term is defined in Section 31A-1-301.

344 (e) "Qualified health insurance coverage" [~~is as~~] means the same as that term is defined
345 in Section 26-40-115.

346 (f) "Subcontractor" [~~has the same meaning provided for~~] means the same as that term is
347 defined in Section 63A-5-208.

348 (2) In accordance with Title 63G, Chapter 6a, Utah Procurement Code, the director
349 may:

350 (a) subject to [~~Subsection~~] Subsections (3) and (4), enter into contracts for any work or
351 professional services which the division or the State Building Board may do or have done; and

352 (b) as a condition of any contract for architectural or engineering services, prohibit the
353 architect or engineer from retaining a sales or agent engineer for the necessary design work.

354 (3) [~~(a)~~] Except as provided in Subsection [~~(3)(b)~~] (4), this Subsection (3) applies to all
355 design or construction contracts entered into by the division or the State Building Board on or
356 after July 1, 2009, and:

357 [(i)] (a) applies to a prime contractor if the prime contract is in the amount of
358 [~~\$1,500,000~~] \$2,000,000 or greater at the original execution of the contract; and

359 [(ii)] (b) applies to a subcontractor if the subcontract is in the amount of [~~\$750,000~~]
360 \$1,000,000 or greater at the original execution of the contract.

361 [~~(b) This~~] (4) Subsection (3) does not apply:

362 [(i)] (a) if the application of [~~this~~] Subsection (3) jeopardizes the receipt of federal
363 funds;

364 [(ii)] (b) if the contract is a sole source contract;

365 [(iii)] (c) if the contract is an emergency procurement; or

366 ~~[(iv)]~~ (d) to a change order as defined in Section 63G-6a-103, or a modification to a
367 contract, when the contract does not meet the threshold required by Subsection (3)~~[(a)]~~.

368 ~~[(c)]~~ (5) A person who intentionally uses change orders or contract modifications to
369 circumvent the requirements of Subsection (3)~~[(a)]~~ is guilty of an infraction.

370 ~~[(d)-(i)]~~ (6) (a) A contractor subject to Subsection (3)~~[(a)]~~ shall demonstrate to the
371 director that the contractor has and will maintain an offer of qualified health insurance
372 coverage for the contractor's employees and the employees' dependents.

373 ~~[(ii) If a subcontractor of the contractor is subject to Subsection (3)(a), the contractor
374 shall demonstrate to the director that the subcontractor has and will maintain an offer of
375 qualified health insurance coverage for the subcontractor's employees and the employees'
376 dependents:]~~

377 (b) If a subcontractor of the contractor is subject to Subsection (3), the contractor shall:

378 (i) place a requirement in the subcontract that the subcontractor shall obtain and
379 maintain an offer of qualified health insurance coverage for the subcontractor's employees and
380 the employees' dependants during the duration of the subcontract; and

381 (ii) certify to the director that the subcontractor has and will maintain an offer of
382 qualified health insurance coverage for the subcontractor's employees and the employees'
383 dependents during the duration of the prime contract.

384 ~~[(c)]~~ (c) (i) [(A)] A contractor who fails to meet the requirements of Subsection
385 ~~[(3)-(d)-(i)]~~ (6)(a) during the duration of the contract is subject to penalties in accordance with
386 administrative rules adopted by the division under Subsection ~~[(3)-(f)]~~ (7).

387 ~~[(B)]~~ (ii) A contractor is not subject to penalties for the failure of a subcontractor to
388 meet the requirements of Subsection ~~[(3)-(d)-(ii)]~~ (6)(b).

389 ~~[(ii)-(A)]~~ (iii) A subcontractor who fails to meet the requirements of Subsection
390 ~~[(3)-(d)-(ii)]~~ (6)(b) during the duration of the contract is subject to penalties in accordance with
391 administrative rules adopted by the division under Subsection ~~[(3)-(f)]~~ (7).

392 ~~[(B)]~~ (iv) A subcontractor is not subject to penalties for the failure of a contractor to
393 meet the requirements of Subsection ~~[(3)-(d)-(i)]~~ (6)(a).

394 ~~[(f)]~~ (7) The division shall adopt administrative rules:
 395 ~~[(f)]~~ (a) in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking
 396 Act;
 397 ~~[(f)]~~ (b) in coordination with:
 398 ~~[(A)]~~ (i) the Department of Environmental Quality in accordance with Section
 399 19-1-206;
 400 ~~[(B)]~~ (ii) the Department of Natural Resources in accordance with Section 79-2-404;
 401 ~~[(C)]~~ (iii) a public transit district in accordance with Section 17B-2a-818.5;
 402 ~~[(D)]~~ (iv) the State Capitol Preservation Board in accordance with Section 63C-9-403;
 403 ~~[(E)]~~ (v) the Department of Transportation in accordance with Section 72-6-107.5; and
 404 ~~[(F)]~~ (vi) the Legislature's Administrative Rules Review Committee; and
 405 ~~[(iii) which]~~ (c) that establish:
 406 ~~[(A)]~~ (i) the requirements and procedures a contractor must follow to demonstrate to
 407 the director compliance with ~~[this Subsection (3) which]~~ Subsections (3) through (10) that shall
 408 include:
 409 ~~[(F)]~~ (A) that a contractor ~~[will not have to]~~ shall demonstrate compliance with
 410 Subsection ~~[(3)(d)(i) or (ii) more than twice in any 12-month period; and] (6)(a) or (b) at the~~
 411 time of the execution of each initial contract described in Subsection (3);
 412 (B) that the contractor's compliance is subject to an audit by the division or the Office
 413 of the Legislative Auditor General; and
 414 ~~[(H)]~~ (C) that the actuarially equivalent determination required for the qualified health
 415 insurance coverage in Subsection (1) is met by the contractor if the contractor provides the
 416 department or division with a written statement of actuarial equivalency, which is not more
 417 than one year old, regarding the contractor's offer of qualified health coverage from [either:
 418 (Aa) the Utah Insurance Department; (Bb)] an actuary selected by the contractor or the
 419 contractor's insurer[; or (Cc)], or an underwriter who is responsible for developing the
 420 employer group's premium rates;
 421 ~~[(B)]~~ (ii) the penalties that may be imposed if a contractor or subcontractor

422 intentionally violates the provisions of [~~this Subsection (3)~~] Subsections (3) through (10),
423 which may include:

424 [~~(F)~~] (A) a three-month suspension of the contractor or subcontractor from entering into
425 future contracts with the state upon the first violation;

426 [~~(H)~~] (B) a six-month suspension of the contractor or subcontractor from entering into
427 future contracts with the state upon the second violation;

428 [~~(H)~~] (C) an action for debarment of the contractor or subcontractor in accordance
429 with Section 63G-6a-904 upon the third or subsequent violation; and

430 [~~(FV)~~] (D) monetary penalties which may not exceed 50% of the amount necessary to
431 purchase qualified health insurance coverage for an employee and the dependents of an
432 employee of the contractor or subcontractor who was not offered qualified health insurance
433 coverage during the duration of the contract; and

434 [~~(E)~~] (iii) a website on which the department shall post the commercially equivalent
435 benchmark, for the qualified health insurance coverage identified in Subsection (1)(e), that is
436 provided by the Department of Health, in accordance with Subsection 26-40-115(2).

437 [~~(g)(i)~~] (8) (a) In addition to the penalties imposed under Subsection [~~(3)(f)(iii)~~] (7)(c),
438 a contractor or subcontractor who intentionally violates the provisions of this section shall be
439 liable to the employee for health care costs that would have been covered by qualified health
440 insurance coverage.

441 [~~(i)~~] (b) An employer has an affirmative defense to a cause of action under Subsection
442 [~~(3)(g)(i)~~] (8)(a) if:

443 [~~(A)~~] (i) the employer relied in good faith on a written statement of actuarial
444 equivalency provided by:

445 [~~(F)~~] (A) an actuary; or

446 [~~(H)~~] (B) an underwriter who is responsible for developing the employer group's
447 premium rates; or

448 [~~(B)~~] (ii) the department determines that compliance with this section is not required
449 under the provisions of Subsection [~~(3)(b)~~] (4).

450 [(iii)] (c) An employee has a private right of action only against the employee's
451 employer to enforce the provisions of this Subsection [(3)(g)] (8).

452 [(h)] (9) Any penalties imposed and collected under this section shall be deposited into
453 the Medicaid Restricted Account created by Section 26-18-402.

454 [(i)] (10) The failure of a contractor or subcontractor to provide qualified health
455 insurance coverage as required by this section:

456 [(i)] (a) may not be the basis for a protest or other action from a prospective bidder,
457 offeror, or contractor under Section 63G-6a-1603 or any other provision in Title 63G, Chapter
458 6a, Utah Procurement Code; and

459 [(ii)] (b) may not be used by the procurement entity or a prospective bidder, offeror, or
460 contractor as a basis for any action or suit that would suspend, disrupt, or terminate the design
461 or construction.

462 [(4)] (11) The judgment of the director as to the responsibility and qualifications of a
463 bidder is conclusive, except in case of fraud or bad faith.

464 [(5)] (12) The division shall make all payments to the contractor for completed work in
465 accordance with the contract and pay the interest specified in the contract on any payments that
466 are late.

467 [(6)] (13) If any payment on a contract with a private contractor to do work for the
468 division or the State Building Board is retained or withheld, it shall be retained or withheld and
469 released as provided in Section 13-8-5.

470 Section 5. Section 63C-9-403 is amended to read:

471 **63C-9-403. Contracting power of executive director -- Health insurance coverage.**

472 (1) For purposes of this section:

473 (a) "Employee" means an "employee," "worker," or "operative" as defined in Section
474 34A-2-104 who:

475 (i) works at least 30 hours per calendar week; and

476 (ii) meets employer eligibility waiting requirements for health care insurance which
477 may not exceed the first of the calendar month following 60 days from the date of hire.

478 (b) "Health benefit plan" [~~has the same meaning as provided~~] means the same as that
479 term is defined in Section 31A-1-301.

480 (c) "Qualified health insurance coverage" [~~is as~~] means the same as that term is defined
481 in Section 26-40-115.

482 (d) "Subcontractor" [~~has the same meaning provided for~~] means the same as that term
483 is defined in Section 63A-5-208.

484 (2) (a) Except as provided in Subsection (3), this section applies to a design or
485 construction contract entered into by the board or on behalf of the board on or after July 1,
486 2009, and to a prime contractor or a subcontractor in accordance with Subsection (2)(b).

487 (b) (i) A prime contractor is subject to this section if the prime contract is in the
488 amount of [~~\$1,500,000~~] \$2,000,000 or greater at the original execution of the contract.

489 (ii) A subcontractor is subject to this section if a subcontract is in the amount of
490 [~~\$750,000~~] \$1,000,000 or greater at the original execution of the contract.

491 (3) This section does not apply if:

492 (a) the application of this section jeopardizes the receipt of federal funds;

493 (b) the contract is a sole source contract; or

494 (c) the contract is an emergency procurement.

495 (4) (a) This section does not apply to a change order as defined in Section 63G-6a-103,
496 or a modification to a contract, when the contract does not meet the initial threshold required
497 by Subsection (2).

498 (b) A person who intentionally uses change orders or contract modifications to
499 circumvent the requirements of Subsection (2) is guilty of an infraction.

500 (5) (a) A contractor subject to Subsection (2) shall demonstrate to the executive
501 director that the contractor has and will maintain an offer of qualified health insurance
502 coverage for the contractor's employees and the employees' dependents during the duration of
503 the contract.

504 [~~(b) If a subcontractor of the contractor is subject to Subsection (2)(b), the contractor~~
505 ~~shall demonstrate to the executive director that the subcontractor has and will maintain an offer~~

506 of qualified health insurance coverage for the subcontractor's employees and the employees'
507 dependents during the duration of the contract.]

508 (b) If a subcontractor of the contractor is subject to Subsection (2)(b), the contractor
509 shall:

510 (i) place a requirement in the subcontract that the subcontractor shall obtain and
511 maintain an offer of qualified health insurance coverage for the subcontractor's employees and
512 the employees' dependants during the duration of the subcontract; and

513 (ii) certify to the executive director that the subcontractor has and will maintain an
514 offer of qualified health insurance coverage for the subcontractor's employees and the
515 employees' dependents during the duration of the prime contract.

516 (c) (i) (A) A contractor who fails to meet the requirements of Subsection (5)(a) during
517 the duration of the contract is subject to penalties in accordance with administrative rules
518 adopted by the division under Subsection (6).

519 (B) A contractor is not subject to penalties for the failure of a subcontractor to meet the
520 requirements of Subsection (5)(b).

521 (ii) (A) A subcontractor who fails to meet the requirements of Subsection (5)(b) during
522 the duration of the contract is subject to penalties in accordance with administrative rules
523 adopted by the department under Subsection (6).

524 (B) A subcontractor is not subject to penalties for the failure of a contractor to meet the
525 requirements of Subsection (5)(a).

526 (6) The department shall adopt administrative rules:

527 (a) in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act;

528 (b) in coordination with:

529 (i) the Department of Environmental Quality in accordance with Section 19-1-206;

530 (ii) the Department of Natural Resources in accordance with Section 79-2-404;

531 (iii) the State Building Board in accordance with Section 63A-5-205;

532 (iv) a public transit district in accordance with Section 17B-2a-818.5;

533 (v) the Department of Transportation in accordance with Section 72-6-107.5; and

534 (vi) the Legislature's Administrative Rules Review Committee; and

535 (c) [~~which~~] that establish:

536 (i) the requirements and procedures a contractor must follow to demonstrate to the
537 executive director compliance with this section [~~which~~] that shall include:

538 (A) that a contractor [~~will not have to~~] shall demonstrate compliance with Subsection
539 (5)(a) or (b) [~~more than twice in any 12-month period; and~~] at the time of the execution of each
540 initial contract described in Subsection (2)(b);

541 (B) that the contractor's compliance is subject to an audit by the department or the
542 Office of the Legislative Auditor General; and

543 [~~(B)~~] (C) that the actuarially equivalent determination required for the qualified health
544 insurance coverage in Subsection (1) is met by the contractor if the contractor provides the
545 department or division with a written statement of actuarial equivalency, which is no more than
546 one year old, regarding the contractor's offer of qualified health coverage from [either: (F) the
547 Utah Insurance Department; (H)] an actuary selected by the contractor or the contractor's
548 insurer[;], or [(H)] an underwriter who is responsible for developing the employer group's
549 premium rates;

550 (ii) the penalties that may be imposed if a contractor or subcontractor intentionally
551 violates the provisions of this section, which may include:

552 (A) a three-month suspension of the contractor or subcontractor from entering into
553 future contracts with the state upon the first violation;

554 (B) a six-month suspension of the contractor or subcontractor from entering into future
555 contracts with the state upon the second violation;

556 (C) an action for debarment of the contractor or subcontractor in accordance with
557 Section [63G-6a-904](#) upon the third or subsequent violation; and

558 (D) monetary penalties which may not exceed 50% of the amount necessary to
559 purchase qualified health insurance coverage for employees and dependents of employees of
560 the contractor or subcontractor who were not offered qualified health insurance coverage
561 during the duration of the contract; and

562 (iii) a website on which the department shall post the commercially equivalent
563 benchmark₂ for the qualified health insurance coverage identified in Subsection (1)(c), that is
564 provided by the Department of Health, in accordance with Subsection 26-40-115(2).

565 (7) (a) (i) In addition to the penalties imposed under Subsection (6)(c), a contractor or
566 subcontractor who intentionally violates the provisions of this section shall be liable to the
567 employee for health care costs that would have been covered by qualified health insurance
568 coverage.

569 (ii) An employer has an affirmative defense to a cause of action under Subsection
570 (7)(a)(i) if:

571 (A) the employer relied in good faith on a written statement of actuarial equivalency
572 provided by:

573 (I) an actuary; or

574 (II) an underwriter who is responsible for developing the employer group's premium
575 rates; or

576 (B) the department determines that compliance with this section is not required under
577 the provisions of Subsection (3) or (4).

578 (b) An employee has a private right of action only against the employee's employer to
579 enforce the provisions of this Subsection (7).

580 (8) Any penalties imposed and collected under this section shall be deposited into the
581 Medicaid Restricted Account created in Section 26-18-402.

582 (9) The failure of a contractor or subcontractor to provide qualified health insurance
583 coverage as required by this section:

584 (a) may not be the basis for a protest or other action from a prospective bidder, offeror,
585 or contractor under Section 63G-6a-1603 or any other provision in Title 63G, Chapter 6a, Utah
586 Procurement Code; and

587 (b) may not be used by the procurement entity or a prospective bidder, offeror, or
588 contractor as a basis for any action or suit that would suspend, disrupt, or terminate the design
589 or construction.

590 Section 6. Section 72-6-107.5 is amended to read:

591 **72-6-107.5. Construction of improvements of highway -- Contracts -- Health**
592 **insurance coverage.**

593 (1) For purposes of this section:

594 (a) "Employee" means an "employee," "worker," or "operative" as defined in Section
595 34A-2-104 who:

596 (i) works at least 30 hours per calendar week; and

597 (ii) meets employer eligibility waiting requirements for health care insurance which
598 may not exceed the first day of the calendar month following 60 days from the date of hire.

599 (b) "Health benefit plan" [~~has the same meaning as provided~~] means the same as that
600 term is defined in Section 31A-1-301.

601 (c) "Qualified health insurance coverage" [~~is as~~] means the same as that term is defined
602 in Section 26-40-115.

603 (d) "Subcontractor" [~~has the same meaning provided for~~] means the same as that term
604 is defined in Section 63A-5-208.

605 (2) (a) Except as provided in Subsection (3), this section applies to contracts entered
606 into by the department on or after July 1, 2009, for construction or design of highways and to a
607 prime contractor or to a subcontractor in accordance with Subsection (2)(b).

608 (b) (i) A prime contractor is subject to this section if the prime contract is in the
609 amount of [~~\$1,500,000~~] \$2,000,000 or greater at the original execution of the contract.

610 (ii) A subcontractor is subject to this section if a subcontract is in the amount of
611 [~~\$750,000~~] \$1,000,000 or greater at the original execution of the contract.

612 (3) This section does not apply if:

613 (a) the application of this section jeopardizes the receipt of federal funds;

614 (b) the contract is a sole source contract; or

615 (c) the contract is an emergency procurement.

616 (4) (a) This section does not apply to a change order as defined in Section 63G-6a-103,
617 or a modification to a contract, when the contract does not meet the initial threshold required

618 by Subsection (2).

619 (b) A person who intentionally uses change orders or contract modifications to
620 circumvent the requirements of Subsection (2) is guilty of an infraction.

621 (5) (a) A contractor subject to Subsection (2) shall demonstrate to the department that
622 the contractor has and will maintain an offer of qualified health insurance coverage for the
623 contractor's employees and the employees' dependents during the duration of the contract.

624 ~~[(b) If a subcontractor of the contractor is subject to Subsection (2), the contractor shall~~
625 ~~demonstrate to the department that the subcontractor has and will maintain an offer of qualified~~
626 ~~health insurance coverage for the subcontractor's employees and the employees' dependents~~
627 ~~during the duration of the contract.]~~

628 (b) If a subcontractor of the contractor is subject to Subsection (2), the contractor shall:

629 (i) place a requirement in the subcontract that the subcontractor shall obtain and
630 maintain an offer of qualified health insurance coverage for the subcontractor's employees and
631 the employees' dependants during the duration of the subcontract; and

632 (ii) certify to the department that the subcontractor has and will maintain an offer of
633 qualified health insurance coverage for the subcontractor's employees and the employees'
634 dependents during the duration of the prime contract.

635 (c) (i) (A) A contractor who fails to meet the requirements of Subsection (5)(a) during
636 the duration of the contract is subject to penalties in accordance with administrative rules
637 adopted by the department under Subsection (6).

638 (B) A contractor is not subject to penalties for the failure of a subcontractor to meet the
639 requirements of Subsection (5)(b).

640 (ii) (A) A subcontractor who fails to meet the requirements of Subsection (5)(b) during
641 the duration of the contract is subject to penalties in accordance with administrative rules
642 adopted by the department under Subsection (6).

643 (B) A subcontractor is not subject to penalties for the failure of a contractor to meet the
644 requirements of Subsection (5)(a).

645 (6) The department shall adopt administrative rules:

646 (a) in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act;

647 (b) in coordination with:

648 (i) the Department of Environmental Quality in accordance with Section 19-1-206;

649 (ii) the Department of Natural Resources in accordance with Section 79-2-404;

650 (iii) the State Building Board in accordance with Section 63A-5-205;

651 (iv) the State Capitol Preservation Board in accordance with Section 63C-9-403;

652 (v) a public transit district in accordance with Section 17B-2a-818.5; and

653 (vi) the Legislature's Administrative Rules Review Committee; and

654 (c) ~~[which]~~ that establish:

655 (i) the requirements and procedures a contractor must follow to demonstrate to the
656 department compliance with this section ~~[which]~~ that shall include:

657 (A) that a contractor ~~[will not have to]~~ shall demonstrate compliance with Subsection
658 (5)(a) or (b) ~~[more than twice in any 12-month period; and]~~ at the time of the execution of each
659 initial contract described in Subsection (2)(b);

660 (B) that the contractor's compliance is subject to an audit by the department or the
661 Office of the Legislative Auditor General; and

662 ~~[(B)]~~ (C) that the actuarially equivalent determination required for qualified health
663 insurance coverage in Subsection (1) is met by the contractor if the contractor provides the
664 department or division with a written statement of actuarial equivalency, which is no more than
665 one year old, regarding the contractor's offer of qualified health coverage from [either: (I) the
666 Utah Insurance Department; (H)] an actuary selected by the contractor or the contractor's
667 insurer[;], or [(HH)] an underwriter who is responsible for developing the employer group's
668 premium rates;

669 (ii) the penalties that may be imposed if a contractor or subcontractor intentionally
670 violates the provisions of this section, which may include:

671 (A) a three-month suspension of the contractor or subcontractor from entering into
672 future contracts with the state upon the first violation;

673 (B) a six-month suspension of the contractor or subcontractor from entering into future

674 contracts with the state upon the second violation;

675 (C) an action for debarment of the contractor or subcontractor in accordance with
676 Section [63G-6a-904](#) upon the third or subsequent violation; and

677 (D) monetary penalties which may not exceed 50% of the amount necessary to
678 purchase qualified health insurance coverage for an employee and a dependent of the employee
679 of the contractor or subcontractor who was not offered qualified health insurance coverage
680 during the duration of the contract; and

681 (iii) a website on which the department shall post the commercially equivalent
682 benchmark, for the qualified health insurance coverage identified in Subsection (1)(c), that is
683 provided by the Department of Health, in accordance with Subsection [26-40-115\(2\)](#).

684 (7) (a) (i) In addition to the penalties imposed under Subsection (6), a contractor or
685 subcontractor who intentionally violates the provisions of this section shall be liable to the
686 employee for health care costs that would have been covered by qualified health insurance
687 coverage.

688 (ii) An employer has an affirmative defense to a cause of action under Subsection
689 (7)(a)(i) if:

690 (A) the employer relied in good faith on a written statement of actuarial equivalency
691 provided by:

692 (I) an actuary; or

693 (II) an underwriter who is responsible for developing the employer group's premium
694 rates; or

695 (B) the department determines that compliance with this section is not required under
696 the provisions of Subsection (3) or (4).

697 (b) An employee has a private right of action only against the employee's employer to
698 enforce the provisions of this Subsection (7).

699 (8) Any penalties imposed and collected under this section shall be deposited into the
700 Medicaid Restricted Account created in Section [26-18-402](#).

701 (9) The failure of a contractor or subcontractor to provide qualified health insurance

702 coverage as required by this section:

703 (a) may not be the basis for a protest or other action from a prospective bidder, offeror,
704 or contractor under Section 63G-6a-1603 or any other provision in Title 63G, Chapter 6a, Utah
705 Procurement Code; and

706 (b) may not be used by the procurement entity or a prospective bidder, offeror, or
707 contractor as a basis for any action or suit that would suspend, disrupt, or terminate the design
708 or construction.

709 Section 7. Section 79-2-404 is amended to read:

710 **79-2-404. Contracting powers of department -- Health insurance coverage.**

711 (1) For purposes of this section:

712 (a) "Employee" means an "employee," "worker," or "operative" as defined in Section
713 34A-2-104 who:

714 (i) works at least 30 hours per calendar week; and

715 (ii) meets employer eligibility waiting requirements for health care insurance which
716 may not exceed the first day of the calendar month following 60 days from the date of hire.

717 (b) "Health benefit plan" [~~has the same meaning as provided~~] means the same as that
718 term is defined in Section 31A-1-301.

719 (c) "Qualified health insurance coverage" [~~is as~~] means the same as that term is defined
720 in Section 26-40-115.

721 (d) "Subcontractor" [~~has the same meaning provided for~~] means the same as that term
722 is defined in Section 63A-5-208.

723 (2) (a) Except as provided in Subsection (3), this section applies a design or
724 construction contract entered into by, or delegated to, the department or a division, board, or
725 council of the department on or after July 1, 2009, and to a prime contractor or to a
726 subcontractor in accordance with Subsection (2)(b).

727 (b) (i) A prime contractor is subject to this section if the prime contract is in the
728 amount of [~~\$1,500,000~~] \$2,000,000 or greater at the original execution of the contract.

729 (ii) A subcontractor is subject to this section if a subcontract is in the amount of

730 [~~\$750,000~~] \$1,000,000 or greater at the original execution of the contract.

731 (3) This section does not apply to contracts entered into by the department or a
732 division, board, or council of the department if:

733 (a) the application of this section jeopardizes the receipt of federal funds;

734 (b) the contract or agreement is between:

735 (i) the department or a division, board, or council of the department; and

736 (ii) (A) another agency of the state;

737 (B) the federal government;

738 (C) another state;

739 (D) an interstate agency;

740 (E) a political subdivision of this state; or

741 (F) a political subdivision of another state; or

742 (c) the contract or agreement is:

743 (i) for the purpose of disbursing grants or loans authorized by statute;

744 (ii) a sole source contract; or

745 (iii) an emergency procurement.

746 (4) (a) This section does not apply to a change order as defined in Section [63G-6a-103](#),
747 or a modification to a contract, when the contract does not meet the initial threshold required
748 by Subsection (2).

749 (b) A person who intentionally uses change orders or contract modifications to
750 circumvent the requirements of Subsection (2) is guilty of an infraction.

751 (5) (a) A contractor subject to Subsection (2)(b)(i) shall demonstrate to the department
752 that the contractor has and will maintain an offer of qualified health insurance coverage for the
753 contractor's employees and the employees' dependents during the duration of the contract.

754 [~~(b) If a subcontractor of the contractor is subject to Subsection (2)(b)(ii), the~~
755 ~~contractor shall demonstrate to the department that the subcontractor has and will maintain an~~
756 ~~offer of qualified health insurance coverage for the subcontractor's employees and the~~
757 ~~employees' dependents during the duration of the contract.]~~

758 (b) If a subcontractor of the contractor is subject to Subsection (2)(b), the contractor
759 shall:

760 (i) place a requirement in the subcontract that the subcontractor shall obtain and
761 maintain an offer of qualified health insurance coverage for the subcontractor's employees and
762 the employees' dependants during the duration of the subcontract; and

763 (ii) certify to the department that the subcontractor has and will maintain an offer of
764 qualified health insurance coverage for the subcontractor's employees and the employees'
765 dependents during the duration of the prime contract.

766 (c) (i) (A) A contractor who fails to meet the requirements of Subsection (5)(a) during
767 the duration of the contract is subject to penalties in accordance with administrative rules
768 adopted by the department under Subsection (6).

769 (B) A contractor is not subject to penalties for the failure of a subcontractor to meet the
770 requirements of Subsection (5)(b).

771 (ii) (A) A subcontractor who fails to meet the requirements of Subsection (5)(b) during
772 the duration of the contract is subject to penalties in accordance with administrative rules
773 adopted by the department under Subsection (6).

774 (B) A subcontractor is not subject to penalties for the failure of a contractor to meet the
775 requirements of Subsection (5)(a).

776 (6) The department shall adopt administrative rules:

777 (a) in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act;

778 (b) in coordination with:

779 (i) the Department of Environmental Quality in accordance with Section 19-1-206;

780 (ii) a public transit district in accordance with Section 17B-2a-818.5;

781 (iii) the State Building Board in accordance with Section 63A-5-205;

782 (iv) the State Capitol Preservation Board in accordance with Section 63C-9-403;

783 (v) the Department of Transportation in accordance with Section 72-6-107.5; and

784 (vi) the Legislature's Administrative Rules Review Committee; and

785 (c) [~~which~~] that establish:

786 (i) the requirements and procedures a contractor must follow to demonstrate
787 compliance with this section to the department [~~which~~] that shall include:

788 (A) that a contractor [~~will not have to~~] shall demonstrate compliance with Subsection
789 (5)(a) or (b) [~~more than twice in any 12-month period; and~~] at the time of the execution of each
790 initial contract described in Subsection (2)(b);

791 (B) that the contractor's compliance is subject to an audit by the department or the
792 Office of the Legislative Auditor General; and

793 [~~(B)~~] (C) that the actuarially equivalent determination required for qualified health
794 insurance coverage in Subsection (1) is met by the contractor if the contractor provides the
795 department or division with a written statement of actuarial equivalency, which is no more than
796 one year old, regarding the contractor's offer of qualified health coverage from [~~either: (F) the~~
797 Utah Insurance Department; (H)] an actuary selected by the contractor or the contractor's
798 insurer[;], or [~~(H)~~] an underwriter who is responsible for developing the employer group's
799 premium rates;

800 (ii) the penalties that may be imposed if a contractor or subcontractor intentionally
801 violates the provisions of this section, which may include:

802 (A) a three-month suspension of the contractor or subcontractor from entering into
803 future contracts with the state upon the first violation;

804 (B) a six-month suspension of the contractor or subcontractor from entering into future
805 contracts with the state upon the second violation;

806 (C) an action for debarment of the contractor or subcontractor in accordance with
807 Section [63G-6a-904](#) upon the third or subsequent violation; and

808 (D) monetary penalties which may not exceed 50% of the amount necessary to
809 purchase qualified health insurance coverage for an employee and a dependent of an employee
810 of the contractor or subcontractor who was not offered qualified health insurance coverage
811 during the duration of the contract; and

812 (iii) a website on which the department shall post the commercially equivalent
813 benchmark, for the qualified health insurance coverage identified in Subsection (1)(c),

814 provided by the Department of Health, in accordance with Subsection [26-40-115\(2\)](#).

815 (7) (a) (i) In addition to the penalties imposed under Subsection (6), a contractor or
816 subcontractor who intentionally violates the provisions of this section shall be liable to the
817 employee for health care costs that would have been covered by qualified health insurance
818 coverage.

819 (ii) An employer has an affirmative defense to a cause of action under Subsection
820 (7)(a)(i) if:

821 (A) the employer relied in good faith on a written statement of actuarial equivalency
822 provided by:

823 (I) an actuary; or

824 (II) an underwriter who is responsible for developing the employer group's premium
825 rates; or

826 (B) the department determines that compliance with this section is not required under
827 the provisions of Subsection (3) or (4).

828 (b) An employee has a private right of action only against the employee's employer to
829 enforce the provisions of this Subsection (7).

830 (8) Any penalties imposed and collected under this section shall be deposited into the
831 Medicaid Restricted Account created in Section [26-18-402](#).

832 (9) The failure of a contractor or subcontractor to provide qualified health insurance
833 coverage as required by this section:

834 (a) may not be the basis for a protest or other action from a prospective bidder, offeror,
835 or contractor under Section [63G-6a-1603](#) or any other provision in Title 63G, Chapter 6a, Utah
836 Procurement Code; and

837 (b) may not be used by the procurement entity or a prospective bidder, offeror, or
838 contractor as a basis for any action or suit that would suspend, disrupt, or terminate the design
839 or construction.

840 **Section 8. Effective date.**

841 If approved by two-thirds of all the members elected to each house, this bill takes effect

842 upon approval by the governor, or the day following the constitutional time limit of Utah
843 Constitution, Article VII, Section 8, without the governor's signature, or in the case of a veto,
844 the date of veto override.



CERTIFICATION OF COMPLIANCE WITH EMPLOYEE/SUBCONTRACTOR QUALIFIED HEALTH INSURANCE COVERAGE

PROJECT NAME: _____ PROJECT NO: _____

The undersigned Prime Contractor/Prime Designer for the above-referenced project, hereby certifies to the Director of the Division of Facilities Construction and Management that the Prime Contractor/Prime Designer that has a contract of ~~\$2,000,000~~\$1,500,000 or greater at the original execution of the contract or greater and any Subcontractor/Design Subconsultant that has a subcontract of ~~\$1,000,000~~750,000 or greater at the original execution of the contract, will maintain an offer of qualified health insurance coverage for their respective employees and the employee's dependents as required by Utah Code Annotated (UCA) 63A-5-205 and Utah Administrative Code Rule R23-23, throughout the contract period for the Project specified above. In case of conflict between UCA 63A-5-205 and Rule R23-23, UCA 63A-5-205 shall control.

Attached is a written statement of actuarial equivalency, which is not more than one year old, from either ~~the Utah Insurance Department~~, an actuary selected by the contractor or the contractor's insurer, or an underwriter who is responsible for developing the employer group's premium rates. I will be responsible for collecting the statements as required by law from any of my subcontractors at any tier that must do so.

Penalties for noncompliance are provided in UCA 63A-5-205 and Utah Administrative Code Rule R23-23.

That the contractor's compliance is subject to an audit by the Division or the Office of the Legislative Auditor General.

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

~~For purposes of Rule R23-23-7(3), An Actuary equivalency must be in accordance with the commercially equivalent benchmark provided by the Department of Health, , the CHIP commercial benchmark for FY 2016 and posted on the following URL: <http://www.health.utah.gov/chip/PDF/2016Benchmark.pdf> , in accordance with UCA 26-40-115(2), which is also posted for convenience on DFCM's website at _____ etuarially equivalency is achieved by meeting or exceeding the requirements of Section 26-40-115 which are also delineated on the DFCM website at <http://dfcm.utah.gov/dfcm-standard-documents.html>.~~ The health insurance must be available upon the first day of the calendar month following sixty (60) days from the date of hire.

~~The Supplemental General Conditions for Health Insurance, posted on the DFCM website at _____, insert website location are hereby incorporated by reference herein.~~

Formatted: Justified, Right: 2.06"

Formatted: Highlight

~~I understand that I am to submit another statement to DFCM by March 1st of every year throughout the duration of the project in order to indicate that the actuarial equivalency is continually achieved.~~

PRIME CONTRACTOR/PRIME DESIGN FIRM: _____

Authorized Signature: _____ Title: _____

Date: _____

Please type/print name clearly

ATTACHMENT: Written Statement of Actuarial Equivalency

NOTE: **Applies to** a prime contractor (and design professional) if the prime contract is in the amount of ~~\$\$2,000,000-4,500,000~~ or greater; and

~~(ii) Applies - applies~~ to a subcontractor (and subconsultant of design professional) if the subcontract is in the amount of \$1,000,000-\$750,000 or greater.

Does not apply:

- (i) if the application of this ~~Subsection (3)~~ jeopardizes the receipt of federal funds;
- (ii) if the contract is a sole source contract;
- (iii) if the contract is an emergency procurement; or
- ~~(iv) a change order as defined in Section 63G-6a-103, or a modification to a contract, when the contract does not meet the threshold required by Subsection (3) of UCA 63A-5-205. (a).~~

INFRACTION NOTICE: UCA 63A-5-205(5): A person who intentionally uses change order or contract modifications to circumvent the requirements of Subsection (3) of UCA 63A-5-205 is guilty of an infraction.

DFCM Contract No. _____ (to be filled in by DFCM)

SUPPLEMENTAL GENERAL CONDITIONS FOR HEALTH INSURANCE

Effective ~~March 17, 2016~~ ~~May 10, 2011~~

Article 1 Intent and Purpose. Current law: House Bill 282, 2016 Utah Legislative Session. House Bill 331—2009. Legislative History: The 2009 Utah Legislature passed House Bill 331 entitled “**Health Reform – Health Insurance Coverage in State Contracts**” which law became effective July 1, 2009 (~~hereinafter “HB331”~~). This bill has been amended by HB20 of the 2010 Utah Legislative Session, ~~as well as~~ HB 128 of the 2011 Utah Legislative Session as well as HB 282 of the 2016 Utah.

These laws require certain state entities, including DFCM, to require a contractor who contracts with the state entity to offer the contractor’s employees qualified health insurance coverage as defined in Utah Code Annotated (UCA) 26-40-115, and in accordance with the commercially equivalent benchmark provided by the Department of Health, , the CHIP commercial benchmark for FY 2016 and posted on the following URL: <http://www.health.utah.gov/chip/PDF/2016Benchmark.pdf>, in accordance with UCA 26-40-115(2), which is also posted for convenience on DFCM’s further defined on the DFCM website at

[website location link to Health website](http://dfcm.utah.gov/downloads/Health%20Insurance%20Benchmark.pdf) .

<http://dfcm.utah.gov/downloads/Health%20Insurance%20Benchmark.pdf> during the duration of the contract if the contract is over a certain amount, and if the contract is a construction and/or or design contract. The intent of the Articles of these Supplemental General Conditions is to provide the necessary provisions to the General Conditions as a result of such Bills. The purpose of this Supplemental General Conditions for Health Insurance Article is to comply with UCA ~~Section~~ 63A-5-205 as well as Utah Code Administrative Rule R23-23 which are both hereby incorporated by reference herein. In case of conflict between UCA 63A-5-205 and Rule R23-23, UCA 63A-5-205 shall control.

Article 2. Applicability of these Supplemental General Conditions is-
~~Article.~~ This Supplemental General Conditions for Health Insurance Article only applies to those contracts as required by UCA ~~Section~~ 63A-5-205, ~~as well as Utah Code Administrative Rule R23-23. In case of conflict,~~

Formatted: No widow/orphan control, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers, Pattern: Clear (White)

Formatted: Highlight

UCA Section 63A-5-205 supersedes Rule R23-23. As stated in UCA 63A-5-205 Rule R23-23-4:

((1) Except as provided in UCA 63A-5-205(4) Rule R23-23-4(2) below, UCA 63A-5-205(3) this Rule R23-23 applies to all design or construction contracts entered into by the Division or the Board on or after July 1, 2009, and

(a) applies to a prime contractor if the prime contract is in the amount of \$2,000,000 ~~1,500,000~~ or greater at the original execution of the contract; and

(b) applies to a subcontractor if the subcontract is in the amount of \$1,000,000 ~~\$750,000~~ or greater at the original execution of the contract.

(2) UCA 63A-5-205(3) This Rule R23-23 does not apply if:

(a) the application of UCA 63A-5-205(3) this Rule R23-23 jeopardizes the receipt of federal funds;

(b) the contract is a sole source contract; ~~or~~

(c) the contract is an emergency procurement; ~~or~~

(d) to a change order as defined in Section 63G-6a-103, or a modification to a contract, when the contract does not meet the threshold required by UCA 63A-5-205(3).

(~~e~~) (3) A person who intentionally uses change order or contract modifications to circumvent the requirements of UCA 63A-5-205(3) is guilty of an infraction.

Formatted: Indent: Left: 0.21", Hanging: 0.26"

Formatted: Indent: Left: 0.21", No bullets or numbering

~~(3) This Rule R23-23 does not apply to a change order as defined in Section 63G-6-103, or a modification to a contract, when the contract does not meet the initial threshold required by Rule R23-23-4(1).~~

~~(4) A person who intentionally uses change orders or contract modifications to circumvent the requirements of subsection (1) is guilty of an infraction.~~

~~(Note: "Subcontractor" includes subcontractors at any tier that meet the definition provided in UCA Section 63A-5-208.)~~

Article 3. Definitions. The following definitions apply to this Supplemental General Conditions for Health Insurance:

Article:

3.1 "Contractor" means the person/entity under direct contract with the Division herein. If the direct contract includes a Design Professional, then the Design Professional is a "Contractor" for purposes of this Supplemental General Conditions for Health Insurance, Article.

3.2 "Design Professional" means the Architect or Engineer, its Subconsultants or Subcontractors at any tier, or any of their agents, employees, including those employed directly or indirectly, or other persons or entities for whose acts the Design Professional or its Subconsultants/Subcontractors at any tier may be liable.

3.3 "Employee(s)" means an "employee," "worker" or "operative" as defined in UCA 34A-2-104 Utah Code Annotated S34A-2-104 who:

(i) works at least 30 hours per calendar week; and

(ii) meets employer eligibility waiting requirements for health care insurance which may not exceed the first day of the calendar month following 60 days from the date of hire

(iii) ~~(ii)~~ 3.4 "Health benefit plan" means the same as that term is defined in UCA 31A-1-301.

3.5 "Qualified health insurance coverage" means the same as that term is defined in UCA 26-40-115.

3.6 "Subcontractor" means the same as that term is defined in Section 63A-5-208.

3.7 "State" means the State of Utah.

3.8 "Director" includes an authorized designee of the Director.

Article 4. Health Insurance Certification. _

4.1 A Contractor (including Design Professional) shall demonstrate compliance with UCA 63A-5-205 (5)(a) or (b) at the time of execution of each initial contract described in UCA 63A-5-205(2)(b). The compliance is subject to an audit by DAS, DFCM or the Office of the Legislative Auditor General. A Contractor (including Design Professional) subject to UCA Section 63A-5-205(3) shall demonstrate to the director that the Contractor has and will maintain an offer of qualified health insurance coverage for the Contractor's employees and employees' dependents. Such Certification shall be on the

Formatted: Highlight

form provided by DFCM.

4.2 If a subcontractor of the contractor is subject to Subsection (3) of UCA 63A-5-205, the contractor shall:

(a) place a requirement in the subcontract that the subcontractor shall obtain and maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employees' dependents during the duration of the subcontract; and

(b) **certify to the director** that the subcontractor has and will maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employees' dependents during the duration of the prime contract,

hereby certifies that the Contractor and all applicable subcontractors and subconsultants at any tier that is subject to UCA 63A-5-205 and Utah Administrative Code Rule

R23-23, has and will maintain for the duration of this contract, an offer of qualified health insurance coverage for their employees; all in accordance with UCA 63A-5-205, and Utah Administrative Code Rule R23-23.

4.3 The actuarially equivalent determination required for the qualified health insurance coverage is met by the Contractor if the Contractor provides the department or division with a written statement of actuarial equivalency, which is no more than one year old, regarding the contractor's offer of qualified health coverage from an actuary selected by the contractor or the contractor's insurer, or an underwriter who is responsible for developing the employer group's premium rates;

Formatted: Highlight

Formatted: Font: Arial, 12 pt, Font color: Custom Color(RGB(34,34,34)), Pattern: Clear (White)

Formatted: Left, Right: 0.32", Space Before: 0 pt

Rule R-23-23, ~~7~~ (this will be updated by the Building Board to comply with HB 282).

(1) through (7) as well as Rule R23-23-8 indicate the following:

R23-23-7. Requirements and Procedures a Contractor Must Follow.

A contractor (including consultants and designers) must comply with the following requirements and procedures in order to demonstrate compliance with Section 63A-5-205.

(1) Demonstrating Compliance with Health Insurance Requirements. The following requirements must be met by a contractor (including consultants, designers and others under contract with the Division)

~~that is subject to the requirements of this Rule no later than the time the contract is entered into or renewed;~~

~~(a) demonstrate compliance by a written certification to the Director that the contractor has and will maintain for the duration of the contract an offer of qualified health insurance coverage for the contractor's employees and the employee's dependents; and~~

~~(b) The contractor shall also provide such written certification prior to the execution of the contract, in regard to all subcontractors (including subconsultants) at any tier that is subject to the requirements of this Rule.~~

~~(2) Recertification. The Director shall have the right to request a recertification by the contractor by submitting a written request to the contractor, and the contractor shall so comply with the written request within ten (10) working days of receipt of the written request; however, in no case may the contractor be required to demonstrate such compliance more than twice in any 12-month period.~~

~~(3) Demonstrating Compliance with Actuarially Equivalent Determination. The actuarially equivalent determination required by Subsection 63A-5-205(1)(e) is met by the contractor if the contractor provides the Director with a written statement of actuarial equivalency from either the Utah Insurance Department; an actuary selected by the contractor or the contractor's insurer; or an underwriter~~

~~who is responsible for developing the employer group's premium rates.~~

~~For purposes of this Rule R23-23(3), actuarially equivalency is achieved by meeting or exceeding The requirements of Section 26-40-115 which are also delineated on the DFCM website at <http://dfcm.utah.gov/downloads/Health%20Insurance%20Benchmark.pdf>.~~

~~(4) The health insurance must be available upon the first day of the calendar month following ninety (90) days from the date of hire.~~

~~(5) Architect and Engineer Compliance Process. Architects and engineers that are subject to this Rule must demonstrate compliance with this Rule in any annual submittal under Section 63G-6-702. During the procurement process and no later than the execution of the contract with the architect or engineer, the architect or engineer shall confirm that their applicable subcontractors or subconsultants meet the requirements of this Rule.~~

~~(6) General (Prime) Contractors Compliance Process. Contractors that are subject to this Rule must demonstrate compliance with this Rule for their own firm and any applicable subcontractors, in any prequalification process that may be used for the procurement. At the time of execution of the contract, the contractor shall confirm that their applicable subcontractors or subconsultants meet the requirements of this Rule.~~

~~(7) Notwithstanding any prequalification process, any contract subject to this Rule shall contain a provision requiring compliance with this Rule from the time of execution and throughout the duration of the contract.~~

~~(8) Hearing and Penalties.~~

~~(a) Hearing. Any hearing for any penalty under this Rule conducted by the Board or the Division shall be conducted in the same manner as any hearing required for a suspension or debarment.~~

~~(b) Penalties that may be imposed by Board or Division. The penalties that may be imposed by the Board or the Division if a contractor, consultant, subcontractor or subconsultant, at any tier, intentionally violates the provisions of this Rule R23-23, may include:~~

~~(i) a three-month suspension of the contractor or subcontractor from entering into future contracts with the State upon the first violation, regardless of which tier the contractor or subcontractor is involved with the future design and/or construction contract;~~

~~(ii) a six-month suspension of the contractor or subcontractor from entering into future contracts with the State upon the second violation, regardless of which tier the contractor or subcontractor is involved with the future design and/or construction contract;~~

~~(iii) an action for debarment of the contractor or subcontractor in accordance with Section 63G-6-804 upon the third or subsequent violation; and~~

~~(iv) monetary penalties which may not exceed 50 percent of the amount necessary to purchase qualified health insurance coverage for an employee and the dependents of an employee of the contractor or subcontractor who was not offered qualified health insurance coverage during the duration of the contract.~~

~~(c)(i) In addition to the penalties imposed above, a contractor, consultant, subcontractor or subconsultant who intentionally violates the provisions of this Rule shall be liable to the employee for health care costs that would have been covered by qualified health insurance coverage.~~

~~**R23-23-8. Not Create any Contractual relationship with any Subcontractor or Subconsultant.—**
Nothing in this Rule shall be construed as to create any contractual relationship whatsoever between the State of Utah, the Board, or the division with any subcontractor or subconsultant at any tier.~~

~~26-40-115. State contractor—Employee and dependent health benefit plan coverage.~~

~~For purposes of Sections 17B-2a-818.5, 19-1-206, 63A-5-205, 63C-9-403, 72-6-107.5, and 79-2-404, "qualified health insurance coverage" means, at the time the contract is entered into or renewed:~~

- ~~(1) a health benefit plan and employer contribution level with a combined actuarial value at least actuarially equivalent to the combined actuarial value of the benchmark plan determined by the program under Subsection 26-40-106(1), and a contribution level of 50% of the premium for the employee and the dependents of the employee who reside or work in the state, in which:
 - ~~(a) the employer pays at least 50% of the premium for the employee and the dependents of the employee who reside or work in the state; and~~
 - ~~(b) for purposes of calculating actuarial equivalency under this Subsection (1)(b):
 - ~~(i) rather than the benchmark plan's deductible, and the benchmark plan's out-of-pocket maximum based on income levels:
 - ~~(A) the deductible is \$1,000 per individual and \$3,000 per family; and~~
 - ~~(B) the out-of-pocket maximum is \$3,000 per individual and \$9,000 per family;~~~~
 - ~~(ii) dental coverage is not required; and~~
 - ~~(iii) other than Subsection 26-40-106(1), the provisions of Section 26-40-106 do not apply; or~~~~~~
- ~~(2) a federally qualified high deductible health plan that, at a minimum:
 - ~~(a) has a deductible that is either:
 - ~~(i) the lowest deductible permitted for a federally qualified high deductible health plan; or~~
 - ~~(ii) a deductible that is higher than the lowest deductible permitted for a federally qualified high deductible health plan, but includes an employer contribution to a health savings account in a dollar amount at least equal to the dollar amount difference between the lowest deductible permitted for a federally qualified high deductible plan and the deductible for the employer offered federally qualified high deductible plan;~~~~
 - ~~(b) has an out-of-pocket maximum that does not exceed three times the amount of the annual deductible; and~~
 - ~~(c) the employer pays 60% of the premium for the employee and the dependents of the employee who work or reside in the state.~~~~

BENEFITS 2014

PARTICIPATING NON-PARTICIPATING

Deductible and Out-of-Pocket Maximum

Deductible (Single/Family)	\$1,000/\$2,500	\$1,500/\$3,000
Out-of-Pocket Maximum	\$4,000/\$8,000	\$6,000/\$12,000

This amount is your deductible + co-insurance and copay

Inpatient Services

Medical, Surgical, Hospice, Emergency Admission	20% after deductible	50% percent after deductible
---	----------------------	------------------------------

Skilled Nursing Facility

Up to 60 days/calendar year	20% after deductible	50% percent after deductible
-----------------------------	----------------------	------------------------------

Rehab Therapy: Physical, Speech, Occupational

Up to 40 days/calendar year for all therapies combine	20% after deductible	50% percent after deductible
---	----------------------	------------------------------

Lifetime Maximum Plan Payment

None	None
------	------

Professional Services

Office Visits and Office Surgeries

Primary Care Provider (PCP)	\$25	50% after deductible (\$25 minimum copay)
-----------------------------	------	--

Secondary Care provider (SCP)

\$40	50% after deductible (\$40 minimum copay)
------	--

Allergy Tests

Allergy Treatment and Serum	See Office Visits	Not Covered
-----------------------------	-------------------	-------------

Physicians Fees Medical, Surgical, Anesthesia	20%	Not Covered
---	-----	-------------

	20% after deductible	50% after deductible
--	----------------------	----------------------

Preventative Services outlined by the ACA

Office visits (PCP/SCP)	Covered 100%	Not Covered
-------------------------	--------------	-------------

Adult and Pediatric Immunizations	Covered 100%	Not Covered
-----------------------------------	--------------	-------------

Diagnostic Test: Minor	Covered 100%	Not Covered
------------------------	--------------	-------------

Other Preventative Services	Covered 100%	Not Covered
-----------------------------	--------------	-------------

Pediatric Vision Service Ages 0-18 Years Only

Routine Eye Exams	Covered 100%	Not Covered
-------------------	--------------	-------------

Contacts and Corrective Lenses	20% after deductible	50% after deductible
--------------------------------	----------------------	----------------------

Limit one pair of eyeglass lenses or contact lenses per year

OUTPATIENT SERVICES

Outpatient Facility and Ambulatory Surgical	20% after deductible	50% after deductible
---	----------------------	----------------------

Ambulance (Air or ground) emergencies only	20% after deductible	See participating benefit
--	----------------------	---------------------------

Emergency Room Participating Facility	\$250 after deductible	See participating benefit
---------------------------------------	------------------------	---------------------------

Emergency Room Non-Participating Facility	\$250 after deductible	See participating benefit
---	------------------------	---------------------------

Chemotherapy, Radiation, Dialysis	20% after deductible	50% after deductible
-----------------------------------	----------------------	----------------------

Diagnostic Tests: Minor	100% covered	50% after deductible
-------------------------	--------------	----------------------

Diagnostic Tests: Major	20% after deductible	50% after deductible
-------------------------	----------------------	----------------------

Home Health, Hospice, Outpatient Private Nurse	20% after deductible	50% after deductible
--	----------------------	----------------------

Outpatient Rehab/Habilitative Therapy: Physical, Speech, Occupational	\$40 after deductible	50% after deductible
---	-----------------------	----------------------

Up to 20 visits/calendar year for each therapy type

MISCELLANEOUS

Maternity and Adoption	See Professional, Inpatient, or Outpatient	See Professional, Inpatient, or Outpatient
------------------------	--	--

Includes all related maternity and adoption services

Chiropractic Care

up to 15 visits/calendar year	Not Covered	50% after deductible
-------------------------------	-------------	----------------------

Miscellaneous Medical Supplies (MMS)

Durable Medical Equipment (DME)	20% after deductible	50% after deductible
---------------------------------	----------------------	----------------------

Injectable Drugs and Specialty Medications	20% after deductible	50% after deductible
--	----------------------	----------------------

Infertility (select services only)	50% after deductible	Not Covered
------------------------------------	----------------------	-------------

Maximum plan payment: Up to \$1,500/calendar year; \$5,000/lifetime

Mental Health and Chemical Dependency

Inpatient

20% after deductible

50% after deductible

Outpatient

20% after deductible

50% after deductible

Residential Treatment Center

Not covered

Not Covered

Cochlear Implants

See Professional, Inpatient, or
Outpatient

Not Covered

Donor Fees for Covered Organ Transplants

See Professional, Inpatient, or
Outpatient

Not Covered

TMJ (Temporomandibular Joint) Services

Up to \$2,000/lifetime

See Professional, Inpatient, or
Outpatient

Not Covered

PRESCRIPTION DRUGS

Deductible

None

Out-of-Pocket Maximum

Combined With medical

Co-pay Up to 30-day supply for covered medications

generic substitution required

Tier 1

\$40

Tier 2

25%

Tier 3

50%

Tier 4

20%

Maintenance Drug 90-day supply

generic substitution required

Tier 1

\$40

Tier 2

25%

Tier 3

50%



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: Jeff Reddoor
Date: May 4, 2016
Subject: **Amended Long Term Lease Request in Cedar City, Utah for a New Public Safety and Department of Corrections Building**
Presenter: Wayne Christensen, DFCM Commercial Real Estate Specialist
Colonel Mike Rapich, Department of Public Safety
Jerry Jensen, Department of Corrections

Recommendation:

DFCM recommends that the Board approve the Amended Long Term Lease request for a 25-year lease for the **Public Safety and Department of Corrections Building**. This project was previously approved by the Utah State Building Board on January 14, 2015 for a 20 year lease term. Architectural firms were interviewed and the selected firm prepared the drawings. Iron County advertised the project with a RFP. Unfortunately, all the bids came in over budget. Iron County went back to the Permanent Community Impact Fund and requested an additional \$700,000. The Fund's Board approved the additional funding of \$700,000 at 2.5% interest and changed the Term of the Bond to 25 years. Approval is being requested for the 25 year term, which will help keep the annual rental rates affordable for the Agencies.

Background:

The statute that requires Building Board approval of long term leases is contained in subsection 63A-5-302(2) and is repeated below.

2) *The director may:*

- (a) *subject to legislative appropriation, enter into facility leases with terms of up to ten years when the length of the lease's term is economically advantageous to the state; and*
- (b) *with the approval of the State Building Board and subject to legislative appropriation, enter into facility leases with **terms of more than ten years** when the length of the lease's term is economically advantageous to the state.*

Attachments

April 20, 2016

LONG TERM LEASE REQUEST

DEPARTMENT OF PUBLIC SAFETY AND DEPARTMENT OF CORRECTIONS

LOCATION: 2136 North Main Street, Cedar City, UT

TYPE OF SPACE: OFFICE SPACE

AMOUNT OF SPACE:

Utah Highway Patrol:	2,052 Sq. Ft.
Driver License:	2,990 Sq. Ft.
Communications-Dispatch:	2,308 Sq. Ft.
Utah Task Force:	971 Sq. Ft.
Adult Probation and Parole:	6,218 Sq. Ft.
Sub Total:	15,724 Sq. Ft.
Common Space for all Agencies:	6,376 Sq. Ft.
Unfinished basement:	3,667 Sq. Ft.
TOTAL:	<u>18,206 Sq. Ft.</u>

Grossing Factor 1.35 Total Gross Sq. Ft. 24,582 Sq. Ft.

LENGTH OF LEASE: TWENTY (25) YEARS

RENEWAL OPTION: THE STATE HAS THE OPTION TO RENEW THE LEASE FOR ADDITIONAL 60 MONTH TERMS IF IRON COUNTY DOES NOT NEED THE SPACE FOR THE EXPANSION OF THE COUNTY SHERIFF'S OFFICES.

COST: A MAXIMUM OF \$17.67 PER SQUARE FOOT RATE FOR THE TWENTY-FIVE YEAR PERIOD WITH A CLAUSE TO INCREASE THE RATE ONLY FOR INCREASES IN THE OPERATING AND MAINTENANCE COST.

It is expected that the actual rental cost after construction completion will be **\$17.50/Sq. Ft.**

JUSTIFICATION: Iron County has a \$3,700,000 Bond from the "Permanent Community Impact Fund" to build this new office building for the State of Utah's Public Safety and Department of Corrections. The site is located on Iron County land directly east of the existing Iron County Sheriff Offices and Jail complex located at 2132 North Main Street, Cedar City, Utah.

The County has an excellent Bond interest rate of 2.5%. The new building is sized for the 25 year growth of Public Safety and

Corrections. Public Safety is presently paying annual rental of \$177,275/year for leased space. Adult Probation and Parole is located in the old DABC store on South Main Street. It has only 3,366 Sq. Ft. of space and does not have required interview rooms, drug testing facilities and private offices. This new office building will correct all the deficiencies of the present AP & P office. The co-location of all these five agencies will improve the daily communication between the agencies.

New Cedar City Public Safety Building Rendering





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: Jeff Reddoor
Date: May 4, 2016
Subject: **Funding Certification for Southern Utah University's New Business Building and Remodel of the Old Leavitt Business Building**
Presenter: Scott Wyatt, President of USU

Recommendation:

Jeff Reddoor requests the Board review the attached letter from Southern Utah University President Scott Wyatt certifying the funds for the New Business Building and Remodel of the Old Leavitt Business Building are in place and immediately available for this project. The Legislature appropriated \$8 Million in FY 2017 for the construction of the project with alternate funding of \$9 Million from SUU provided through donations and other institutional sources, totaling \$17 Million. A motion for approval is required by the Board.

Background:

The 2015 Utah State Legislature directed the Building Board to adopt a policy to approve "Other Funding Source Certification for State-Funded Buildings." As a result, the Board adopted a policy for this process during last April's meeting. The Legislature required the Board to certify that:

- (1) the Board has received credible evidence that any other funding sources for a building as presented to the State Building Board and the Legislature during their prioritization processes are actually available, and
 - (2) until the State Building Board votes to certify that such funds are available."
- [SB 2] The Legislature prohibited the Division of Facilities, Construction and Management (DFCM) from expending any state funds until the State Building Board verified the availability of alternative funding sources (see S.B. 2, Item 45).

This policy clarifies the process for certifying by the State Building Board that they have received credible evidence that the other funding sources (as presented to the Board and the Legislature during their prioritization processes) are actually available; and the Board vote to certify that such funds are available.

JLR: cn
Attachments



351 West University Blvd.
Cedar City UT 84720
Office (435) 586-7702
Fax (435) 586-5475
wyatt@suu.edu

SCOTT L WYATT
P R E S I D E N T

May 4, 2016

Jeff Reddoor, Director
Utah State Building Board
4110 State Office Building
Salt Lake City, Utah 84114

Subject: Funding Commitment for Business Building Project

Dear Mr. Reddoor:

The Utah Legislature approved construction of a new SUU Business Building, and remodel of the old Leavitt Business Building, during the 2016 general session. \$8 million was appropriated toward project costs. The state-funds will be combined with \$9 million from private donations and other institutional sources for a total project cost of \$17 million.

With this letter, I confirm that the University has the private donated funds on hand, immediately available for the project, or written commitments from reliable donors for the same. If an unforeseen exigency were to arise that impaired any of the pledged commitments, the University has the capacity and will pay DFCM invoices for project costs.

I respectfully request Building Board approval to begin this project for SUU.

Sincerely,



Scott L. Wyatt



Gary R. Herbert
Governor

Utah State Building Board

4110 State Office Building
Salt Lake City, Utah 84114
Phone (801) 538-3017
Fax (801) 538-3267

MEMORANDUM

To: Utah State Building Board
From: Jeff Reddoor
Date: May 4, 2016
Subject: **Administrative Report for University of Utah and Utah State University**
Presenters: Ken Nye, University of Utah
Ben Berrett, Utah State University

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

JLR: cn
Attachments



Office of the Vice President
For Administrative Services

April 18, 2016

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

Subject: U of U Administrative Reports for the May 4, 2016 Building Board Meeting.

Dear Jeff:

The following is a summary of the administrative reports for the U of U for the period March 24, 2016 – April 18, 2016. Please include this in the packet for the May 4, 2016 Building Board meeting.

Professional Services Agreements (Page 1)

The Professional Services Agreements awarded during this period consist of:
6 Design Agreements, 6 Planning/ Study/Other Agreements.

The most significant agreements are for the design, energy analysis, and commissioning of the Alumni House which was authorized by the Legislature as part of the FY15 Revenue Bond bill. These are included in the report as items 1, 7, 8.

Construction Contracts (Page 2)

The Construction Contracts awarded during this period consist of:
0 New Space Contracts, 8 Remodeling Contracts, 1 Site Improvement Contracts.

No significant items.

Report of Project Reserve Fund Activity (Page 3)

Increases:

None

Decreases:

None

Report of Contingency Reserve Fund (Page 4)

Increases:

None.

Associate Vice President Facilities Management

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

Mr. Jeff Reddoor, Building Board Director
April 18, 2016
Page 2

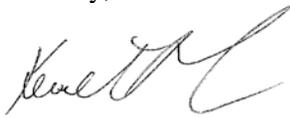
Decreases:

Project 21486; HTW Plant Replace Boiler 1

This transfer of \$29,316.84 is mostly to address the cost of the unforeseen condition of lead-based primer paint that must be abated before new equipment can be welded to the existing steel structure.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth E. Nye". The signature is fluid and cursive, with a large initial "K" and "E".

Kenneth E. Nye, Director
Facilities Management Business Services

Enclosures

cc: University of Utah Trustees
Mike Perez
Eric Tholen



Professional Services Agreements

Awarded From March 24, 2016 - April 18, 2016

Item Number	Project Number	Project Name	Firm Name	Project Budget	Contract Amount
Design					
1	21355	Alumni House Addition	Edwards and Daniels Architects	\$ 10,099,000	\$ 646,595
2	21893	Chemical Engineering 4th floor Renovation	Gould Plus Architects	\$ 394,745	\$ 28,133
3	21920	HPER Basement Athletics Locker Room	Tracy Stocking and Associates	\$ 572,517	\$ 26,135
4	21930	Williams Bldg WC & Urinal Replacement	DLJ Mechanical Engineering	\$ 146,656	\$ 9,000
5	70042	Oxygen Maifold System	Van Boerum and Frank Associates	\$ 25,250	\$ 25,250
6	70055	HCH - Create Office From File Room	Architectural Nexus	\$ 12,140	\$ 12,140
Planning/Study/ Other					
7	21355	Alumni House Energy Engineering	Colvin Engineering Assoc.	\$ 10,099,900	\$ 23,200
8	21355	Alumni House Commissioning	Utah New Vision Construction LLC	\$ 10,099,900	\$ 50,000
9	21582	Skaggs Controls Upgrade - Commissioning	ETC Group	\$ 2,274,000	\$ 99,700
10	21710	Stadium Videoboard and Sound Replacement	Gordon Geotechnical Engineering	\$ 13,515,309	\$ 14,500
11	21874	West Village Balcony Repairs	Reaveley Engineers and Associates	\$ 195,116	\$ 7,255
12	70056	Security Camera Master Planning	Tracy Stocking and Assoc.	\$ 26,060	\$ 26,060



Construction Contracts

Awarded From March 24, 2016 - April 18, 2016

Item Number	Project Number	Project Name	Firm Name	Project Budget	Contract Amount
Construction - New Space					
Construction - Remodeling					
1	21677	Vivarium HVAC Controls - Abatement	Eagle Environmental Inc	\$ 920,119	\$ 11,700
2	21795	SK H 582 Auditorium Remodel	Entelen Design-Build LLC	\$ 507,000	\$ 153,000
3	21817	First Ave. Housing Roof	Utah Correctional Industries	\$ 28,000	\$ 26,000
4	21847	Biology Lab 205 Remodel	CRC Construction Inc	\$ 380,280	\$ 303,643
5	21850	Sutton Geology Lab Room Remodels	Wasatch West Contracting	\$ 314,467	\$ 195,000
6	21582	Better Buildings Challenge Phase 1B	Commercial Mechanical Systems and Service	\$ 2,274,000	\$ 1,084,228
7	21749	UUHC F&E Office Renovation	Hunt Construction of Utah	\$ 324,509	\$ 251,728
8	21779	BTU Meters Phase 4	Commercial Mechanical Systems and Service	\$ 1,023,100	\$ 299,992
Construction - Site Improvement					
9	21871	Pioneer Garden Greenhouse	Mark Hamilton Construction	\$ 27,600	\$ 16,100



University Of Utah
Report Of Contingency Reserve Fund Activity
For the Period of March 24, 2016 to April 18, 2016

PROJ. NO.	DESCRIPTION	CURRENT TRANSFERS	TOTAL TRANSFERS FROM CONTINGENCY	% OF CONSTR. BUDGET	PROJECT STATUS
	BEGINNING BALANCE	2,463,559.44			
	INCREASES TO CONTINGENCY RESERVE FUND				
	None				
	DECREASES TO CONTINGENCY RESERVE FUND				
	NEW CONSTRUCTION				
	None				
	REMODELING				
21486	HTW Plant Replace Boiler 1	(29,316.84)	262,597.26	13.25%	Construction
	ENDING BALANCE	2,434,242.60			

April 22, 2016

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

Dear Jeff:

SUBJECT: USU Administrative Reports for the May 2016 Building Board Meeting

The following is a summary of the administrative reports for USU for the period 03/25/2016 to 04/22/2016.

Professional Contracts, 6 contracts issued (Page 1)

Comments are provided on the report.

Construction Contracts, 8 contracts issued (Page 2)

Comments are provided on the report.

Report of Contingency Reserve Fund (Page 3)

One project needed funds from the contingency reserve fund during this reporting period. The contingency fund is in good order.

Report of Project Reserve Fund Activity (Page 4)

No projects needed funds from the project reserve fund during this reporting period. The project reserve fund is in good order.

Current Delegated Projects List (Pages 5-7)

Of USU's 63 projects, 8 are pending, 11 are in the design/study phase, 36 are in construction, and 8 are substantially complete. There were no projects that were completed during this period.

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
Eric Tholen



**Professional Contracts
Awarded From 03/25/16 to 04/22/16**

Project Name	Firm Name	A/E Budget	Fee Amount	Comments
1 Summit Hall Remodel	Forsgren Associates	\$4,200.00	\$4,200.00	Seismic evaluation and re-roof engineering services
2 Clinical Services	Jacoby Associates	\$109,000.00	\$84,000.00	Provide interior design services related to furniture, fixtures, and equipment
3 Planning & Design FY16	Method Studio	\$96,687.00	\$40,000.00	Provide Master Planning Services for the Blanding Campus
4 Planning & Design FY16	MHTN Architects	\$96,687.00	\$35,000.00	Provide Master Planning Services at USU's Botanical Center
5 Planning & Design FY16	Design Workshop	\$96,687.00	\$20,450.00	Provide landscape design for USU's Quad
MISCELLANEOUS CONTRACTS				
6 Health, LS, Code, Asbestos FY16	Dixon Information	\$7,500.00	\$70.00	Two rush samples from Old Main roof leak

Construction Contracts Awarded From 03/25/16 to 04/22/16

Project	Firm Name	Design Firm	Const Budget	Contract Amt	Comments
1 RBW/Family Life Chilled Water Piping	Spindler Construction	CRSA	\$691,418.00	\$528,000.00	Upgrade the Ray B West/Family Life tunnel
2 NE Auxiliary Tunnel Extension	Spindler Construction	Cache Landmark Engineering	\$264,955.00	\$262,686.00	Chilled water connection at USU's Junction building
3 Chilled Water Infrastructure FY16	Spindler Construction	Colvin Engineering	\$326,773.00	\$213,900.00	Upgrade the chilled water loop at Sci Tech Library
4 Medium Voltage Upgrade FY16	Cache Valley Electric	USU Facilities Planning and Design	\$988,506.00	\$191,603.00	Upgrade to the 15kV distribution system
5 Romney Stadium Scoreboard 2015	Cache Valley Electric	AJP	\$2,621,098.00	\$26,028.00	Install new emergency power system for scoreboard
6 Health, LS, Code, Asbestos FY16	Thermal West Industrial	Dixon Information	\$175,800.00	\$25,685.00	Pipe insulation and PVC jacket replacement in the ice cream production area of the NFS building
MISCELLANEOUS CONTRACTS					
7 Merrill Cazier Lib Testing Ctr	Utah Yamas Controls		\$1,630,000.00	\$19,882.00	Access controls at testing center
8 NE Auxiliary Tunnel Extension	Eagle Environmental		\$264,955.00	\$2,269.00	Abate asbestos from the chilled water lines in the basement machine room of the Junction

**Report of Contingency Reserve Fund
From 03/25/16 to 04/22/16**

Project Title	Current Transfers	Total Transfers To (From) Contingency	% to Construction Budget	Project Status	% Completed (Paid)
BEGINNING BALANCE	\$563,611.77				
INCREASES TO CONTINGENCY RESERVE FUND None					
DECREASES FROM CONTINGENCY RESERVE FUND NFS Mechanical System Phase 1 Additional piping and insulation	(40,364.44)	(63,785.68)	9.70%	Construction	92.27%
ENDING BALANCE	\$523,247.33				

Report of Project Reserve Fund Activity From 03/25/16 to 04/22/16

Project Title	Transfer Amount	Description	% of Construction Budget
BEGINNING BALANCE	\$475,209.87		
INCREASES TO PROJECT RESERVE FUND None			
DECREASES TO PROJECT RESERVE FUND None			
ENDING BALANCE	\$475,209.87		

Current Delegated Projects List 4/22/2016

Project Number	Project Name	Phase	Project Budget
CAPITAL DEVELOPMENT/IMPROVEMENT			
A27146	Campus Controls Upgrade FY13	Substantial Completion	244,161
A27147	Campus-wide Bike Racks FY13	Construction	54,074
A28999	Building Commissioning FY14	Commissioning	196,296
A29000	Campus Controls Upgrade FY14	Construction	495,067
A29001	Classroom/Auditorium Upgrades FY14	Construction	308,965
A29003	Elevator Upgrades FY14	Substantial Completion	302,370
A29004	Emergency Generator FY14	Construction	250,000
A29006	Medium Voltage Upgrades FY14	Construction	368,637
A29007	Misc Critical Improvements FY14	Construction	249,979
A29011	Planning and Design FY14	Design/Study	157,256
A30560	Innovation Campus Water Line	Substantial Completion	168,749
A31318	1200 E Walk Way Improvements	Construction	943,030
A31321	Classroom/Auditorium Upgrade FY15	Construction	276,045
A31322	Concrete Replacement FY15	Construction	310,403
A31324	Elevator Upgrades FY15	Construction	405,597
A31325	Emergency Generator FY15	Pending	229,872
A31327	Health, LS, Code, Asbestos FY15	Substantial Completion	134,489
A31328	HVAC Controls Upgrade FY15	Pending	228,311
A31329	Medium Voltage Upgrade FY15	Construction	460,460
A31330	Morgan Theater Upgrade	Construction	1,597,496
A31332	Old Main Reroof	Substantial Completion	111,732
A31333	Planning and Design FY15	Design/Study	175,075
A31334	Sign System FY15	Construction	47,193
A31335	Site & Safety Lighting	Construction	322,525
A33054	Uintah Basin Nursing Lab Remodel	Substantial Completion	142,845

A33654	Romney Stadium Scoreboard	Construction	2,857,730
A34282	Access Control FY16	Construction	54,795
A34283	Chilled Water Infrastructure FY16	Construction	344,773
A34284	Classroom/Auditorium Upgrades FY16	Pending	275,847
A34285	Concrete Replacement FY16	Construction	243,096
A34287	Health, LS, Code, Asbestos FY16	Construction	183,300
A34289	Irrigation Controller Replacement FY16	Substantial Completion	66,353
A34290	Medium Voltage Upgrades FY16	Construction	1,088,506
A34291	NFS Mechanical System Phase I	Construction	777,966
A34292	Old Main Fire Alarm Upgrades FY16	Construction	437,577
A34294	Planning and Design FY16	Design/Study	96,687
A34295	RBW/Family Life Chilled Water Piping	Construction	786,918
A34296	South Farm Fire Lane/Hydrants FY16	Construction	231,559
A34297	Spectrum Emergency Lighting Upgrade	Construction	252,505
A34298	UBC Infrastructure Improvements	Construction	1,158,887
A34299	Univ Inn/Widstoe Steam Line Replacement	Design	75,000
A34300	VCT Tile Replacement in Hallways	Pending	328,890
A34301	Vet Science Electrical Upgrade FY16	Design	98,753
A34468	Roosevelt Ed Ctr Aggie Station Remodel	Design	37,550
A35181	Living Learning Center Parking Garage Vestibules	Construction	103,824
A35463	Spectrum ADA Seating	Construction	31,090
A35569	Townhouse Stucco Proj Bldg 3	Pending	139,470
A35570	Athletics Refueling Station	Substantial Completion	139,538
A35676	Merrill Cazier Lib Testing Ctr	Construction	2,108,650
A35677	PDP Air Handling Units	Design	340,000
A35868	Summit Hall Remodel	Design	1,122,568
A35971	PDP Refreshment	Design	700,000
A35997	NE Auxiliary Tunnel Extension	Construction	383,850
A36118	Utility Meter Upgrades FY16 (New Project)	Pending	91,500
A36189	Gymnastics Room Relocation (New Project)	Design	450,000
A36353	Athletics Track Resurfacing and Remodel (New Project)	Pending	400,000
C11368	USUE Mechanical/Lighting upgrade	Construction	877,397
C11375	USUE Library Concrete Replacement	Construction	297,173
C11461	USUE Infrastructure/Automation Upgrade	Construction	461,857

C11508	USUE Career Center Upgrades	Construction	834,234
C11560	USUE Cosmetology Relocation	Construction	332,486
C11614	USUE Blanding Campus Mechanical FY16	Pending	45,662
C11615	USUE Geary Theatre Bldg Upgrades FY16	Design	1,992,786
TOTAL (63)			<u><u>\$28,429,404</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: Jeff Reddoor
Date: May 4, 2016
Subject: **Administrative Report for DFCM**
Presenter: Eric R. Tholen, DFCM Director

The following is a summary of the Administrative Report for DFCM

Lease Report (Page 1)

No significant items

Professional Services Agreements, 16 Agreements Issued (Pages 2 - 3)

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

No significant items

Construction Contracts, 29 Contracts Issued (Pages 4 - 6)

The Construction Contracts awarded during this period consist of:
New Space Contract, 24 Remodeling Contracts, 3 Roofing/Paving and 2 Other.

Item#21, DOT Roosevelt Maintenance Building Trench Drain Improvements
Funds from Project Reserve will be used to award this contract.

Item #24, DOT Scipio Storage Shed emergency powers
DOT is covering amount over construction budget

Report of Contingency Reserve Fund (Pages 7 - 27)

Increases

Increases are from budgeted contingency transfers and decrease change orders/modifications.

Decreases, Capital Development

Salt Lake School for the Deaf and Blind New Building

Report of Contingency Reserve Fund Continued

This transfer of \$150,426 covers change orders #7 and #8. See attached pages #8 – 11 for details and contract summary.

WSU New Tracy Hall Science Building

This transfer of \$129,138 covers the State's share of change order #13. See attached pages #12 - 16 for details and contract summary.

CUCF 192 Bed Pod Expansion

This transfer of \$106,357 covers change order #8. See attached pages #17 - 20 for details and contract summary.

Unified State Laboratory Module #2

This transfer of \$68,667 covers contingencies share of change order #3. See attached pages #21 - 24 for details and contract summary.

Decreases, Capital Improvement

DOT Richmond Maintenance Station Replace Water Line

This transfer of \$88,794 covers change order #1. See attached pages #25 - 27 for details and contract summary.

Report of Project Reserve Fund Activity (Pages 28 - 30)

Increases

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

Decreases

The decreases are transfers to award the construction contract are those projects.

This report also includes a total by Agency/Institution for increases and decreases to this reserve fund, on a rolling 12 month basis. We will keep this updated, so you can see who has given and drawn from the Project Reserve Fund over this time period.



Division of Facilities Construction and Management
 4110 State Office Building, Salt Lake City, UT 84114
 Telephone (801) 538-3017 FAX (801) 538-3267

LEASE REPORT

From 03/15/2016 to 04/15/2016

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

NEW LEASES

1.	15-1115 Human Services 10008 S Creek Run Way Sandy	New Lease	Office	01/15/16 – 12/31/25		53,403		\$ 22.75	New 10 year Lease.
----	--	-----------	--------	------------------------	--	--------	--	----------	--------------------

AMENDMENTS

1.	12-0673 Environmental Quality, Approx. 290 S 1000 W, Roosevelt	Renew Lease	Air Monitoring Station	08/01/16 – 07/31/21	625	625	\$0.00	\$0.00	Renew Lease for 5 years.
2.	RE-1001 Public Safety West Valley Driving Range Lessee –Crit Series Racing, LLC, West Valley	Renew License	Ground Lease	04/08/16 – 09/02/16	Paved Lot		\$100.00 per. month		Renew License for 5 months.
3.	07-1862 Tax Commission 250 N Main Street #200 Richfield	Renew Lease	Office	02/01/17 – 01/31/22	1,312	1,312	\$15.05	\$15.10	Renew Lease for 5 years.



State of Utah

Division of Facilities and Construction Management

Professional Contracts Awarded

Contract Type = P; Award Date >= 03/26/2016; and less than 04/22/2016

# Agency	Project Contract	Contract/Contractor	Type	Budget	Award
Design					
1 Courts	<u>15035150</u> <u>1670359</u>	Alta Survey For Provo Fourth District Courthouse E Ensign Engineering & Lands Surveying Inc	Design	\$6,023,960	\$7,250
2 Health	<u>17003390</u> <u>1670257</u>	Department Of Health Cannon Health Building Cool Van Boerum & Frank Assoc Inc	Design	\$22,449	\$19,400
3 Human Services	<u>16034400</u> <u>1670347</u>	Department Of Human Services Academy Square - Dhs Scott P Evans Architect&assoc	Design	\$5,696	\$5,178
4 Dfcm - Statewide Funds	<u>13002300</u> <u>1670341</u>	Division Of Facilities Construction & Management Bacgen Technologies Inc dba Bacgen Solar Group	Energy	\$14,000	\$13,514
5 Dnr - Wildlife Resources	<u>15357520</u> <u>1670344</u>	Division Of Wildlife Resources Springville Fish H Gordon Geotechnical Engineering, Inc.	Geotechnical	\$11,670	\$18,000
6 Juvenile Justice Services	<u>16025430</u> <u>1670329</u>	Djjs Training Center Reroof & Windows Upgrade Mat Frank N Murdock Jr Arch & Assoc	Design	\$31,985	\$27,265
7 Public Safety	<u>15108550</u> <u>1670343</u>	Dps Box Elder Office Consolidation Department Of Frank N Murdock Jr Arch & Assoc	Design	\$106,845	\$96,222
8 Dnr - Wildlife Resources	<u>16020520</u> <u>1670337</u>	Dwr Cache Valley Shooting Range Baffles Replaceme Jub Engineers Inc	Design	\$18,317	\$16,626
9 Workforce Services	<u>17018920</u> <u>1670349</u>	Insurance Department Fraud Division Space Ti Ran Design Sequence	Design	\$61,107	\$61,107
10 National Guard	<u>16021480</u> <u>1670318</u>	National Guard Draper Complex Demarcation Room El Spectrum Engineers Inc	Design	\$19,000	\$15,200
11 Salt Lake Comm College	<u>17017660</u> <u>1670357</u>	Slcc Rrc Rampton Tb Building Bathroom Remodel T Prior & Associates	Design	\$74,679	\$51,975
12 Mountainland Atc	<u>17016260</u> <u>1670334</u>	Utah College Of Applied Technology Mountainland A Civil Solutions Group Inc	Design	\$69,290	\$61,435
13 Dept Of Transportation	<u>16029900</u> <u>1670333</u>	Utah Department Of Transportation New Cottonwood Beecher Walker & Associates Lc	Design	\$123,900	\$99,900
14 National Guard	<u>15024480</u> <u>1670336</u>	Utah National Guard - Readiness Center Matthias M Mkk Counsulting Engineers	Commissioning	\$285,000	\$119,990



State of Utah

Division of Facilities and Construction Management

Professional Contracts Awarded

Contract Type = P; Award Date >= 03/26/2016; and less than 04/22/2016

# Agency	Project Contract	Contract/Contractor	Type	Budget	Award
Design					
15 Developmental Center	<u>14068410</u> <u>1670351</u>	Utah State Developmental Center, Admissions & Safe Ajc Architects	Unclass Consult	\$329,566	\$18,600
16 Utah Valley University	<u>15368790</u> <u>1670317</u>	Uvu Autism Curtis Miner Architects Clint Bunnell Curtis Miner Architecture	Design	\$417,516	\$293,747



State of Utah

Division of Facilities and Construction Management

Construction Contracts Awarded

Contract Type = C; Award Date >= 03/26/2016; and less than 04/22/2016

# Agency	Project Contract	Contract/Contractor	Type	Budget	Award
Miscellaneous Construction					
1 Dfcm - Statewide Funds	<u>12107300</u> <u>1675319</u>	Dabc Magna, Tooele, North Temple Asphalt Upgrades Morgan Pavement Maintenance dba Morgan Pavement	Paving	\$811,430	\$24,920
2 Agriculture	<u>15119010</u> <u>1675294</u>	Department Of Agriculture And Food Ogden Grain Bu Saunders Construction Inc	Const Remodel	\$164,177	\$146,698
3 Abc Stores	<u>15145030</u> <u>1675276</u>	Department Of Alcoholic Beverage Control Murray S Utah Correctional Industries	Roofing	\$92,545	\$88,000
4 Dnr - Wildlife Resources	<u>15118520</u> <u>1675290</u>	Division Of Wildlife Resources Cache Valley Shoot Post Construction Co Inc	Const Remodel	\$230,803	\$130,213
5 Dnr - Wildlife Resources	<u>15051520</u> <u>1675303</u>	Division Of Wildlife Resources Lee Kay Center - P Preferred Paving	Const Site Imp	\$114,684	\$87,354
6 Dnr - Wildlife Resources	<u>15039520</u> <u>1675279</u>	Division Of Wildlife Resources Egan Fish Hatcher Harward & Rees	Const Remodel	\$591,531	\$21,139
7 Dnr - Wildlife Resources	<u>15137520</u> <u>1675311</u>	Division Of Wildlife Resources Midway Fish Hatch Rod Lewis Construction Llc	Const Remodel	\$53,984	\$53,950
8 Dnr - Parks & Recreation	<u>15053510</u> <u>1675288</u>	Dnr Parks & Recreation Yuba Lake Oasis Campground Miller Paving Inc	Const Site Imp	\$373,303	\$373,303
9 Juvenile Justice Services	<u>15278430</u> <u>1675283</u>	Human Services Wasatch Youth Corrections New Conc Chad Husband Construction Inc	Const Remodel	\$542,981	\$542,194
10 Dfcm - Managed Buildings	<u>12249310</u> <u>1675306</u>	Isf Construction Contract - 1922 House And Senate Accent Automatics Inc	Const Remodel	\$100,000	\$12,430
11 National Guard	<u>15201470</u> <u>1675301</u>	Manti Armory Neutrals And Grounding Upgrade Wayne Electro Specialties Inc	Const Remodel	\$98,948	\$35,445
12 Courts	<u>15212150</u> <u>1675292</u>	Matheson Courthouse Secure Cells Plumbing Upgrade U S Mechanical Llc	Const Remodel	\$615,163	\$163,525
13 Natural Resources	<u>15237500</u> <u>1675267</u>	Natural Resources Dnr Natural Resources Bldg Wal Smolka Construction Inc	Const Remodel	\$276,706	\$23,537
14 Salt Lake Comm College	<u>15018660</u> <u>1675289</u>	Salt Lake Community College - Redwood Road Campus North Ridge Construction	Const Remodel	\$608,535	\$535,765



State of Utah

Division of Facilities and Construction Management

Construction Contracts Awarded

Contract Type = C; Award Date >= 03/26/2016; and less than 04/22/2016

# Agency	Project Contract	Contract/Contractor	Type	Budget	Award
Miscellaneous Construction					
15 Salt Lake Comm College	<u>14047670</u> <u>1675268</u>	Salt Lake Community College - South City Campus Creative Times Inc	Const Remodel	\$334,587	\$118,700
16 Dfcm - Statewide Funds	<u>12200300</u> <u>1675260</u>	Snow College - Richfield Sevier Valley Center E Riverstone Concrete	Const Remodel	\$1,396,012	\$35,821
17 Snow College	<u>17009710</u> <u>1675315</u>	Snow College Ephraim Stadium Lead-based Paint Rem Rocmont Industrial Corp	Haz Mat Const	\$355,000	\$320,000
18 Dfcm - Statewide Funds	<u>12200300</u> <u>1675296</u>	Snow College Richfield, Sevier Valley Center Emer Kevin Moore Electric Co	Const Remodel	\$1,396,012	\$10,934
19 Dept Of Transportation	<u>15205900</u> <u>1675287</u>	Udot Toc Replace Overhead Doors - Station 2430 Utah Garage/ Overhead Door Of Utah Valley	Const Remodel	\$63,154	\$17,435
20 Dept Of Transportation	<u>15147900</u> <u>1675304</u>	Udot Material Testing Lab Reroof Matt Boyer Uci Utah Correctional Industries	Roofing	\$105,741	\$105,000
21 Dept Of Transportation	<u>15206900</u> <u>1675285</u>	Udot Roosevelt Trench Drain Improvements Wayne Sm Csm Construction Inc	Const Remodel	\$19,864	\$23,300
22 Dept Of Transportation	<u>15205900</u> <u>1675286</u>	Udot Toc Service Pit Modifications Wayne Smith Csm Construction Inc	Const Remodel	\$63,154	\$12,200
23 Davis Atc	<u>15061220</u> <u>1675282</u>	Utah College Of Applied Technology Davis Atc - M Landmark Companies Inc	Const Remodel	\$220,168	\$211,184
24 Dept Of Transportation	<u>15174900</u> <u>1675291</u>	Utah Department Of Transportation Scipio Station Dh Electric Inc	Const Remodel	\$20,565	\$29,410
25 Fairpark	<u>15277370</u> <u>1675270</u>	Utah State Fairpark Sheep And Market Barns Wind Ascent Construction Inc	Const Remodel	\$268,860	\$269,600
26 Utah Valley University	<u>15182790</u> <u>1675297</u>	Utah Valley University Health Professions Buildin Commercial Mechanical Systems & Service	Const Remodel	\$276,624	\$138,051
27 Utah Valley University	<u>15178790</u> <u>1675293</u>	Utah Valley University Student Activity Center - Oma Construction	Const Remodel	\$1,663,700	\$1,663,700
28 Utah Valley University	<u>14059790</u> <u>1675299</u>	Uvu Uvu Wolverine Service Center Exterior Re-ski Rod Lewis Construction Lic	Const Remodel	\$127,756	\$61,512



State of Utah

Division of Facilities and Construction Management

Construction Contracts Awarded

Contract Type = C; Award Date >= 03/26/2016; and less than 04/22/2016

# Agency	Project Contract	Contract/Contractor	Type	Budget	Award
Miscellaneous Construction					
29 Weber State University	<u>15349810</u> <u>1675295</u>	Weber State University Wsu Geothermal Ground Sour Spindler Construction Corp	Const Remodel	\$2,656,000	\$2,655,954

DFCM

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

May-16

REPORT OF CONTINGENCY RESERVE FUND

PROJECT TITLE			DEVELOPMENT STATE FUNDS CURRENT TRANSFERS	IMPROVEMENT STATE FUNDS CURRENT TRANSFERS	TRANSPORTATION FUNDS CURRENT TRANSFERS	TOTAL TRANSFERS FROM CONTINGENCY	% TO CONSTR. BUDGET	PROJECT STATUS	% Complete
BEGINNING BALANCE			6,565,368.13	6,842,631.49	7,415.55				
FUNDING									
None									
DECREASES									
14190	DEAF & BLIND	New SLC Building	(150,426.00)	-	-	276,981.00	1.98%	Construction	53%
12345	WSU	Tracy Hall Science Bldg	(129,138.23)	-	-	755,573.63	1.14%	Construction	80%
08231	CUCF	192 Bed Pod Expansion	(106,357.00)	-	-	1,067,926.35	3.48%	Construction	65%
15112	UDOT	Richmond Water Line	-	(88,794.00)	-	88,794.00	27.59%	Construction	39%
13020	DFCM	Unified Lab Module 2	(68,667.00)	-	-	260,041.00	0.79%	Construction	47%
14068	DHS	USDC Durable Housing Units	(44,775.59)	-	-	44,775.59	0.58%	Construction	41%
14248	Agriculture	SF Veterinary Bldg	-	(32,034.67)	-	39,776.67	3.91%	Complete	96%
15005	UVU	Gunther Bldg HVAC Uimprovements	-	(14,692.39)	-	32,965.69	4.18%	Construction	89%
13180	USU-EAST	Central Instructional Bldg	(10,557.00)	-	-	898,145.07	4.07%	Construction	96%
14238	SUU	Auditorium Stage Lift	-	(5,556.00)	-	5,556.00	4.50%	Pending	80%
15239	DNR	Cannon Bldg Fan Wall	-	(5,555.00)	-	5,555.00	3.82%	Pending	0%
15228	TAX	Door Hardware/ADA Opener	-	(4,075.12)	-	4,075.12	2.27%	Construction	70%
15003	Wildlife	Flaming Gorge Bunkhouse	-	(3,446.00)	-	66,294.96	16.07%	Construction	61%
15073	DVA	Payson Nursing Home Storage Facility	-	(600.00)	-	16,969.54	9.89%	Closed	100%
15302	DFCM	Governor's Mansion Perimeter Fence	-	(559.51)	-	559.51	0.17%	Construction	21%
12319	DXATC	Land Purchase	(429.89)	-	-	429.89	0.02%	Closed	100%
13182	Courts	Tooele Front Counter	-	(144.45)	-	11,817.27	9.69%	Closed	100%
TOTAL			6,055,017.42	6,687,174.35	7,415.55				

NOTE: Contingency Reserve Fund Will Be Reduced FY2017 By \$5,000,000.00 Per HB#2 Item #58



Construction Change Order

Construction Change Order			
Description:	SPECIALIZE ITEMS FOR MULTI-PURPOSE, 1)CLIMBING WALL 2)BACKSTOPS, DIVIDER, SCOREBOARDS 3)STAGE CURTAINS DAVID MCKAY WADMAN CORPORATION	Status:	CO EXECUTED
		Change Order Date:	Feb 29, 2016
		Total Amount:	\$140,201.00
		New End Date:	
Capital Project:	14190230 (SALT LAKE CENTER, UTAH SCHOOLS FOR THE DEAF & BLIND SALT LAKE CENTER DESIGN & CONSTRUCTION)		

Contractor		Original		Change	
Contractor:	VC0000148433 (WADMAN CORP)	Award:	\$12,370,000.00	Award:	\$12,370,000.00
		Change Order:	\$846,122.00	Change Order:	\$986,323.00
		Total:	\$13,216,122.00	Total:	\$13,356,323.00
Address Code:	001 (P.O. BOX 1458, 2920 SOUTH 925 WEST, OGDEN, UT 84402)	Start:	Jul 28, 2015	Start:	Jul 28, 2015
Contract:	157416	End:		End:	

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
001	PCO 19 THIS IS A SUMMARY OF ITEMS FOR THE MULTI-PURPOSE ROOM. INSTALLATION BY WADMAN WAS ALREADY IN THE CONTRACT. IT INCLUDES 10PLYWOOD PORTION OF A REMEDIAL CLIMBING WALL, 2)BACKSTOPS, SCOREBOARDS, DIVIDER WALL, 3)STAGE CURTAIN.	001	CONSTRUCTION	AGENCY SCOPE-C	\$140,201.00	



Construction Change Order

Construction Change Order			
Description:	SCHOOL FOR THE DEAF AND BLIND DAVE MCKAY	Status:	CO EXECUTED
		Change Order Date:	Apr 1, 2016
		Total Amount:	\$10,225.00
		New End Date:	
Capital Project:	14190230 (SALT LAKE CENTER, UTAH SCHOOLS FOR THE DEAF & BLIND SALT LAKE CENTER DESIGN & CONSTRUCTION)		

Contractor		Original		Change	
Contractor:	VC0000148433 (WADMAN CORP)	Award:	\$12,370,000.00	Award:	\$12,370,000.00
		Change Order:	\$986,323.00	Change Order:	\$996,548.00
		Total:	\$13,356,323.00	Total:	\$13,366,548.00
Address Code:	001 (P.O. BOX 1458, 2920 SOUTH 925 WEST, OGDEN, UT 84402)	Start:	Jul 28, 2015	Start:	Jul 28, 2015
Contract:	157416	End:		End:	

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
001	CONSTRUCTION PCO 21 CREDIT FOR ADA REVISIONS	001	CONSTRUCTION	DFCM SCOPE-CONT	\$(2,429.00)	
002	PCO 20 MODIFY AREA DRAINS TO ACCOMMODATE FLOW FROM FIRE SPRINKLER TEST & DRAIN	001	CONSTRUCTION	UNK COND-CONTIN	\$4,965.00	
003	PCO 22 SUBSTITUTE LCN DOOR OPERATORS FOR FALCON OPERATORS IN EXTERIOR APPLICATIONS	001	CONSTRUCTION	AGENCY SCOPE-C	\$7,444.00	
004	PCO 23 MODIFY GLAZING TYPE 31 TO HIDE BEAM BEHIND	001	CONSTRUCTION	AE OMISSION-CON	\$245.00	



State of Utah

Division of Facilities and Construction Management

Construction Contract = 157416

Construction Contract Summary

157416 - Utah Schools For The Deaf And Blind | Salt Lake Center | David

Project Title:	Salt Lake Center, Utah Schools For The Deaf & Blind Salt Lake Center Design & Construction	Vendor #:	VC0000148433
Project #:	<u>14190230</u>	Wadman Corp	
Program Director:	Dave Mckay (117038)	P.o. Box 1458	
Open PO's-Prj:	(1) for <u>\$3,900.00</u>	Ogden, Ut 84402	
Contract Name:	Utah Schools For The Deaf And Blind Salt Lake Center David	Status:	Notice To Proceed
Contract Type:	Const New Space	DO #:	150804000030489
Component Group:	Construction	Retainage #:	8695457
Building:	12174	Highland Plaza	

Component:	Construction (8)	Expense Budget:	6400
Account:	<u>3000-300-3338-FWD-14190230</u>	Remodel & Improve Curemnt Expense	

Component:	Construction (8)	Expense Budget:	6811
Account:	<u>3000-300-3338-FWD-14190230</u>	Construction Dev New Spc	

Component:	Construction (8)	Expense Budget:	6400
Account:	<u>3000-300-3338-FWD-14190230</u>	Remodel & Improve Curemnt Expense	

Component:	Construction (8)	Expense Budget:	6811
Account:	<u>3000-300-3338-FWD-14190230</u>	Construction Dev New Spc	

Funding Sources

Funding Source	Budget %	Appropriation	Allotment
EDFY2015	100.00	\$1,300,000.00	\$0.00
Funding Totals:	100.00	\$1,300,000.00	\$0.00

Payment Summary

Date	Invoice #	Status	Amount
8/5/15	14190230-1	Invoice Released	\$140,863.08
9/4/15	14190230-2	Invoice Released	\$645,275.69
10/2/15	14190230-3	Invoice Released	\$442,753.01
10/29/15	14190230-4	Invoice Released	\$1,167,061.58
12/11/15	14190230-5	Invoice Released	\$1,303,902.14
1/15/16	14190230-6	Invoice Released	\$921,720.57
2/2/16	14190230-7	Invoice Released	\$756,406.27
3/3/16	14190230-8	Invoice Released	\$932,531.91
3/31/16	14190230-9	Invoice Released	\$752,356.79
	Total Payments:		\$ 7,062,871.04

Change Order Summary

Awards			
Award Date	Number	Amount	
06/25/2015	A001	\$12,370,000.00	
	Total Award:	\$ 12,370,000.00	
Change Orders			
Date	Number	Status	Amount
10/2/15	CO 001	Co Executed	\$33,666.00
10/9/15	CO 002	Co Executed	\$17,342.00
11/19/15	CO 003	Co Executed	\$719,567.00
11/20/15	CO 004	Co Executed	\$6,145.00
12/3/15	CO 005	Co Executed	\$55,600.00
12/14/15	CO 006	Co Executed	\$13,802.00



State of Utah

Division of Facilities and Construction Management

Construction Contract = 157416

Construction Contract Summary

Retainage Summary

Date	Invoice #	Status	Amount
8/5/15	157416#1	Invoice Released	\$7,413.85
9/4/15	157416#2	Invoice Released	\$33,961.88
10/2/15	157416#3	Invoice Released	\$23,302.79
10/29/15	157416#4	Invoice Released	\$61,424.29
12/11/15	157416#5	Invoice Released	\$68,626.43
1/15/16	157416#6	Invoice Released	\$48,511.61
2/2/16	157416#7	Invoice Released	\$39,810.86
3/3/16	157416#8	Invoice Released	\$49,080.63
3/31/16	157416#9	Invoice Released	\$39,597.73
Retainage Total:			\$371,730.07

Release Summary

Release Date	Release	Amount
	Release # 1	
	Release # 2	
	Release # 3	
	Release # 4	
	Release # 5	
	Release Total:	\$ 0.00
	Net Retainage:	\$ 371,730.07

Contract Summary

Adjusted Contract Value:	\$ 13,366,548.00
Paid to Contractor:	\$7,062,871.04
Retainage to Bank:	\$371,730.07
Total Paid:	\$7,434,601.11
Contract Balance:	\$5,931,946.89

Contractor Summary

Adjusted Contract Value:	\$ 13,366,548.00
Paid to Contractor:	\$7,062,871.04
Retainage Releases:	\$.00
Total Paid to Contractor:	\$7,062,871.04
Contractor Balance:	\$6,303,676.96

Change Orders

Date	Number	Status	Amount
2/29/16	CO 007	Co Executed	\$140,201.00
4/1/16	CO 008	Co Executed	\$10,225.00
Change Order Total:			\$996,548.00
Total Amendments (Less: Award Bid Pack Changes):			\$996,548.00
Adjusted Contract Value:			\$13,366,548.00
Change Order % of Original:			8.06%
Percentage of Contract Paid:			55.62%

Dates		Days	
From	To	Target	Lapsed
7/28/15	7/18/16	356	269
Adjusted	Substantial	Original	Days
7/18/16		7/18/16	
Percentage of Time Lapsed:			75.56%

Reasons for Change Orders

Reason	Percent	Amount
Agency Scope-c	15.94%	\$158,894.00
Unk Cond-contin	3.67%	\$36,569.00
Ae Omission-con	3.42%	\$34,061.00
Dfcm Scope-cont	4.76%	\$47,457.00
Agency Scope-p	72.21%	\$719,567.00
Dfcm Scope-oth	0.00%	\$0.00
Total Changes (less Award Bid Packs):		\$996,548.00



Construction Change Order

Construction Change Order			
Description:	MUELLER OKLAND	Status:	CO EXECUTED
		Change Order Date:	Apr 4, 2016
		Total Amount:	\$222,318.00
		New End Date:	
Capital Project:	12345810 (WSU NEW TRACY HALL SCIENCE BUILDING)		

Contractor		Original		Change	
Contractor:	78012B (OKLAND CONSTRUCTION COMPANY, INC.)	Award:	\$715,000.00	Award:	\$715,000.00
		Change Order:	\$59,171,320.00	Change Order:	\$59,393,638.00
		Total:	\$59,886,320.00	Total:	\$60,108,638.00
Address Code:	001 (1978 SOUTH WEST TEMPLE, SALT LAKE CITY, UT 84115-7103)	Start:	May 7, 2014	Start:	May 7, 2014
Contract:	147794	End:		End:	

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
001	PR 53 - THIS CHANGE ADDS NEEDED FIRE ALARM COMPONENTS TO THE NORTH AND SOUTH PENTHOUSES THAT WERE NOT INCLUDED IN THE ORIGINAL BID PACKAGES.	001	CONSTRUCTION	AE OMISSION-CON	\$4,186.00	
002	PR 54 - THIS CHANGE DELETES A PIECE OF MILLWORK THAT IS NOT NECESSARY.	001	CONSTRUCTION	UNK COND-CONTIN	\$(1,760.00)	
003	PR 62 - THIS CHANGE ADDS A CODE REQUIRED DOOR AND A WALL IN THE ELEVATOR EQUIPMENT ROOM.	001	CONSTRUCTION	AE OMISSION-CON	\$3,701.00	
004	PR 64 - ORIGINALLY, WSU REQUESTED A HEAT EXCHANGER TO STORE SURPLUS HEAT FROM THE PROJECT'S HEAT PUMP CHILLET. WSU ABANDONED THAT IDEA AND THEN REQUESTED A GROUND SOURCE SYSTEM TO ACCEPT THE SURPLUS HEAT.	001	CONSTRUCTION	AGENCY SCOPE-P	\$20,639.00	
005	PR 71 - THIS CHANGE REVISES DOOR HARDWARE FOR A MULTITUDE OF DOORS THAT WERE NOT SPECIFIED CORRECTLY PRIOR TO BEING BID AS WELL AS WHEN THEY WERE REVIEWED VIA THE SUBMITTAL PROCESS.	001	CONSTRUCTION	AE ERROR-CONTIN	\$67,670.00	



Construction Change Order

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
006	PR 78 - THIS CHANGE ADDS A PLANTER, REVISES THE SIDEWALK LAYOUT, AND ADDS A TRENCH DRAIN.	001	CONSTRUCTION	AE OMISSION-CON	\$35,357.00	
007	PR 81 - THIS CHANGE ADDS LECTERNS TO THE PROJECT SCOPE AS REQUESTED BY WSU.	001	CONSTRUCTION	AGENCY SCOPE-P	\$10,977.00	
008	PR 86 - THE EXISTING GRADES ON THE EAST SIDE OF THE SITE DID NOT ALIGN WITH SITE'S EAST SIDE LANDSCAPING DESIGN. CONSEQUENTLY, CHANGES NEEDED TO BE MADE TO THE SITE DESIGN ACCOMODATE THE ACTUAL GRADING.	001	CONSTRUCTION	AE OMISSION-CON	\$23,741.00	
009	PR 89 - THIS CHANGE ADDS SPEAKER STROBES TO ROOF AREAS AS REQUIRED BY THE CODE.	001	CONSTRUCTION	AE OMISSION-CON	\$3,103.00	
010	PR 94 - THIS CHANGE REVISES THE NORTH MAIN ENTRY SITE STAIR AND RETAINING WALL AS REQUESTED BY WSU.	001	CONSTRUCTION	AGENCY SCOPE-P	\$9,970.00	
011	PR 95 - WSU DETERMINED THAT THE MASONRY DRIP EDGES ON ALL THE MASONRY SURROUNDING THE BLDG WAS UNSIGHTLY AND DISTRACTING. WSU REQUESTED ITS REMOVAL.	001	CONSTRUCTION	AGENCY SCOPE-P	\$20,988.00	
012	PR 103 - THIS CHANGE ADDS ABOUT 90 LINEAL FEET OF STAINLESS STEEL GUARDRAIL TO THE PROJECT WHERE REQUIRED BY CODE.	001	CONSTRUCTION	AE OMISSION-CON	\$23,746.00	



State of Utah

Division of Facilities and Construction Management

Construction Contract = 147794

Construction Contract Summary

147794 - Wsu | Tracy Hall Science Center | Mueller

Project Title:	Wsu New Tracy Hall Science Building	Vendor #:	78012B
Project #:	<u>12345810</u>	Okland Construction Company, Inc.	
Program Director:	Matthias Mueller (109256)	1978 South West Temple	
Open PO's-Prj:	(0) for	Salt Lake City, Ut 84115-7103	
Contract Name:	Wsu Tracy Hall Science Center Mueller	Status:	Notice To Proceed
Contract Type:	Constr Cmge	DO #:	14073108619
Component Group:	Construction	Retainage #:	8695258
Building:	13866	Wsu Tracy Hall Science Center	

Component:	Construction (8)	Expense Budget:	6813
Account:	<u>3000-300-3337-FWA-12345810</u>	Remodel	

Component:	Construction (8)	Expense Budget:	6811
Account:	<u>3000-300-3337-FWB-12345810</u>	Construction Dev New Spc	

Component:	Construction (8)	Expense Budget:	6811
Account:	<u>3000-300-3337-FWA-12345810</u>	Construction Dev New Spc	

Component:	Construction (8)	Expense Budget:	6813
Account:	<u>3000-300-3337-FWB-12345810</u>	Remodel	

Funding Sources

Funding Source	Budget %	Appropriation	Allotment
EDFY2014	100.00	\$4,500,000.00	\$0.00
Funding Totals:	100.00	\$4,500,000.00	\$0.00

Payment Summary

Date	Invoice #	Status	Amount
7/31/14	12345810#1	Invoice Released	\$201,612.00
8/21/14	12345810#2	Invoice Released	\$368,182.00
9/24/14	12345810 #3	Invoice Released	\$899,012.00
10/16/14	12345810 #4	Invoice Released	\$1,330,287.00
11/19/14	12345810#5	Invoice Released	\$1,844,721.00
12/4/14	12345810#5A	Invoice Released	\$40,000.00
12/16/14	12345810#6	Invoice Released	\$1,354,300.00
2/12/15	12345810#8	Invoice Released	\$2,359,171.00
2/23/15	12345810#7	Invoice Released	\$2,049,000.00
3/25/15	12345810#9	Invoice Released	\$3,003,517.00
4/23/15	12345810#10	Invoice Released	\$3,571,011.00
6/5/15	12345810#11	Invoice Released	\$3,646,881.00
6/22/15	12345810#12	Invoice Released	\$3,677,000.00
7/13/15	12345810#13	Invoice Released	\$3,618,914.00

Change Order Summary

Awards		
Award Date	Number	Amount
05/02/2014	A001	\$715,000.00
Total Award:		\$ 715,000.00

Change Orders			
Date	Number	Status	Amount
6/25/14	CO 001	Co Executed	\$1,852,273.00
9/12/14	CO 002	Co Executed	\$56,026,819.00
11/3/14	CO 003	Co Executed	\$(633,802.00)
11/26/14	CO 004	Co Executed	\$238,449.00
1/14/15	CO 005	Co Executed	\$31,543.00
2/3/15	CO 006	Co Executed	\$738,323.00
4/6/15	CO 007	Co Executed	\$42,664.00



State of Utah

Division of Facilities and Construction Management

Construction Contract = 147794

Construction Contract Summary

Date	Invoice #	Status	Amount
8/13/15	12345810#14	Invoice Released	\$2,908,910.00
9/21/15	12345810#15	Invoice Released	\$2,950,849.00
10/15/15	12345810#16	Invoice Released	\$2,846,820.00
11/18/15	12345810#17	Invoice Released	\$2,546,017.00
12/16/15	12345810#18	Invoice Released	\$3,232,642.00
1/12/16	12345810#19	Invoice Released	\$1,757,475.00
2/17/16	12345810#20	Invoice Released	\$2,769,697.00
3/7/16	12345810#21	Invoice Released	\$1,982,378.00
4/15/16	12345810#22	Invoice Released	\$1,348,335.00
Total Payments:			\$ 50,306,731.00

Retainage Summary

Date	Invoice #	Status	Amount
7/31/14	147794#1	Invoice Released	\$10,611.00
8/21/14	147794#2	Invoice Released	\$19,378.00
9/24/14	147794 #3	Invoice Released	\$47,316.00
10/16/14	147794 #4	Invoice Released	\$70,015.00
11/19/14	147794#5	Invoice Released	\$99,196.00
12/16/14	147794#6	Invoice Released	\$71,279.00
2/12/15	147794#8	Invoice Released	\$124,167.00
2/23/15	147794#7	Invoice Released	\$107,843.00
3/25/15	147794#9	Invoice Released	\$158,080.00
4/23/15	147794#10	Invoice Released	\$187,948.00
6/5/15	147794#11	Invoice Released	\$191,940.00
6/22/15	147794#12	Invoice Released	\$193,526.00
7/13/15	147794#13	Invoice Released	\$190,469.00
8/13/15	147794#14	Invoice Released	\$153,101.00
9/21/15	147794#15	Invoice Released	\$141,125.00
10/15/15	147794#16	Invoice Released	\$164,016.00
11/18/15	147794#17	Invoice Released	\$134,001.00
12/16/15	147794#18	Invoice Released	\$155,956.00
1/12/16	147794#19	Invoice Released	\$92,499.00
2/17/16	147794#20	Invoice Released	\$145,773.00
3/7/16	147794#21	Invoice Released	\$104,336.00
4/15/16	147794#22	Invoice Released	\$70,965.00
Retainage Total:			\$2,633,540.00

Release Summary

Release Date	Release	Amount
	Release # 1	
	Release # 2	
	Release # 3	
	Release # 4	
	Release # 5	
Release Total:		\$ 0.00

Change Orders

Date	Number	Status	Amount
6/17/15	CO 008	Co Executed	\$97,185.00
10/7/15	CO 009	Co Executed	\$29,926.00
11/20/15	CO 010	Co Executed	\$293,680.00
12/18/15	CO 011	Co Executed	\$196,527.00
1/12/16	CO 012	Co Executed	\$257,733.00
4/4/16	CO 013	Co Executed	\$222,318.00
Change Order Total:			\$59,393,638.00
Total Amendments (Less: Award Bid Pack Changes):			\$1,582,892.00
Adjusted Contract Value:			\$60,108,638.00

Change Order % of Original: 8306.80%
 Percentage of Contract Paid: 88.07%

Dates		Days	
From	To	Target	Lapsed
5/7/14	5/16/16	740	716
Adjusted	Substantial	Original	Days
5/16/16		4/29/16	

Percentage of Time Lapsed: 96.76%

Reasons for Change Orders

Reason	Percent	Amount
Award Bid Pack	3652.22%	\$57,810,746.00
Agency Scope-p	58.72%	\$929,447.00
Unknown - Dfcm	-40.04%	-\$633,802.00
Omiss - Dfcm Cn	4.06%	\$64,321.00
Dfcm Scope-cont	4.35%	\$68,899.00
Agency Scope- A	2.32%	\$36,757.00
Unknown	-0.09%	-\$1,472.00
Unk Cond	3.11%	\$49,176.00
Agency Scope-c	-2.17%	-\$34,342.00
Unk Cond-projec	-0.06%	-\$1,021.00
Ae Omission-con	45.14%	\$714,481.00
Scope - Ag/inst	12.30%	\$194,770.00
Unk Cond-contin	3.11%	\$49,190.00
Ae Error-contin	9.25%	\$146,488.00
Total Changes (less Award Bid Packs):		\$59,393,638.00



State of Utah

Division of Facilities and Construction
Management

Construction Contract = 147794

Construction Contract Summary

Release Summary

<u>Release Date</u>	<u>Release</u>	<u>Amount</u>
	Net Retainage:	\$ 2,633,540.00

Contract Summary

Adjusted Contract Value:	\$ 60,108,638.00
Paid to Contractor:	\$50,306,731.00
Retainage to Bank:	\$2,633,540.00
Total Paid:	\$52,940,271.00
Contract Balance:	\$7,168,367.00

Contractor Summary

Adjusted Contract Value:	\$ 60,108,638.00
Paid to Contractor:	\$50,306,731.00
Retainage Releases:	\$.00
Total Paid to Contractor:	\$50,306,731.00
Contractor Balance:	\$9,801,907.00



Construction Change Order

Construction Change Order			
Description:	CUCF 192 BED LAYTON CONSTRUCTION BRIAN BALES	Status:	CO EXECUTED
		Change Order Date:	Apr 7, 2016
		Total Amount:	\$106,357.00
		New End Date:	
Capital Project:	08231110 (CUCF 192 BED POD EXPANSION/288 BED DESGN)		

Contractor		Original		Change	
Contractor:	66309F (LAYTON CONSTRUCTION COMPANY)	Award:	\$28,170,000.00	Award:	\$28,170,000.00
		Change Order:	\$898,612.00	Change Order:	\$1,004,969.00
		Total:	\$29,068,612.00	Total:	\$29,174,969.00
Address Code:	001 (9090 S SANDY PKY, SANDY, UT 84070-6409)	Start:	Mar 26, 2015	Start:	Mar 26, 2015
Contract:	157854	End:		End:	

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
001	PROVIDE 8" VALVE AND HOT TAP AT KENNEL WATER MAIN	001	CONSTRUCTION	AE OMISSION-CON	\$1,989.00	
002	RFI 276 PROVIDE BEAM CONNECTION AT MONROE COLUMN	001	CONSTRUCTION	AE OMISSION-CON	\$872.00	
003	RFI 278 MODIFY ROOF STEEL FOR RTU -4 IN SUPPORT AREA	001	CONSTRUCTION	UNK COND-CONTIN	\$1,000.00	
004	PR-16 -OCO 5 PRICE CORRECTION BY SUPPLIER FOR LOUVERS	001	CONSTRUCTION	UNK COND-CONTIN	\$4,344.00	
005	ADD MOW STRIP UNDER FENCE AT KENNEL	001	CONSTRUCTION	AE OMISSION-CON	\$2,505.00	
006	RFI 296 ADDITIONAL ROOM FINISHES AT KENNEL IN DOG RUN AREAS	001	CONSTRUCTION	AE OMISSION-CON	\$7,534.00	
007	RFI 258 RELOCATE EXISTING CAMERA A-ADD POLE AND BASE SOUTH OF W1	001	CONSTRUCTION	UNK COND-CONTIN	\$27,893.00	
008	RFI 289 ADD ANTENNA ON ROOF FOR MATV	001	CONSTRUCTION	UNK COND-CONTIN	\$7,142.00	
009	RFI 283 PROVIDE ROOF SUPPORT BEAM IN SUPPORT CORRIDOR	001	CONSTRUCTION	AE OMISSION-CON	\$2,400.00	
010	PROVIDE T-11 LIGHT FIXTURE IN 2 JANITOR CLOSETS	001	CONSTRUCTION	AE OMISSION-CON	\$1,508.00	
011	CHANGE THE T-2 FIXTURES IN THE K-106	001	CONSTRUCTION	AE OMISSION-CON	\$2,436.00	
012	DELETE CHAIN LINK OVER KENNELS - RUN CHAIN LINK WALLS TO CEILING	001	CONSTRUCTION	AGENCY SCOPE-C	\$0.00	
013	NOT USED	001	CONSTRUCTION	DFCM SCOPE-PROJ	\$0.00	



Construction Change Order
CO 008
Status: CO EXECUTED

Construction Change Order

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
014	CHNAGE OUT METERING VALVE BODIES FROM PLASTIC TO BRASS	001	CONSTRUCTION	AE OMISSION-CON	\$23,827.00	
015	ADD NEW STAIR TO MEZZANINE	001	CONSTRUCTION	UNK COND-CONTIN	\$22,907.00	



State of Utah

Division of Facilities and Construction Management

Construction Contract = 157854

Construction Contract Summary

157854 - Utah Department Of Corrections | Central Utah Corrections Fac

Project Title:	Cucf 192 Bed Pod Expansion/288 Bed Desgn	Vendor #:	66309F
Project #:	08231110		Layton Construction Company
Program Director:	Brian Bales (172200)		9090 S Sandy Pky
Open PO's-Prj:	(1) for \$5,200.00		Sandy, Ut 84070-6409
Contract Name:	Utah Department Of Corrections Central Utah Corrections Fac	Status:	Notice To Proceed
Contract Type:	Const New Space	DO #:	15050725085
Component Group:	Construction	Retainage #:	8695385
Building:	12277		Cucf 192 Bed Pod Expansion/288 Bed Desig

Component:	Construction (8)	Expense Budget:	6811
Account:	3000-300-3332-FWC-08231110		Construction Dev New Spc

Component:	Construction (8)	Expense Budget:	6811
Account:	3000-300-3332-FVA-08231110		Construction Dev New Spc

Funding Sources

Funding Source	Budget %	Appropriation	Allotment
GFFY2009	100.00	\$2,500,000.00	\$0.00
Funding Totals:	100.00	\$2,500,000.00	\$0.00

Payment Summary

Date	Invoice #	Status	Amount
5/7/15	08231110#1	Invoice Released	\$938,682.00
6/11/15	08231110#2	Invoice Released	\$752,325.00
7/1/15	08231110#3	Invoice Released	\$1,217,229.00
7/28/15	08231110#4	Invoice Released	\$1,384,099.00
9/17/15	08231110#5	Invoice Released	\$1,413,968.49
10/5/15	08231110#6	Invoice Released	\$2,284,430.80
11/2/15	08231110#7	Invoice Released	\$2,352,046.10
12/2/15	08231110#8	Invoice Released	\$1,973,133.85
1/4/16	08231110#9	Invoice Released	\$1,613,169.35
2/4/16	08231110#10	Invoice Released	\$1,171,510.55
3/1/16	08231110#11	Invoice Released	\$1,619,051.75
4/4/16	08231110#12	Invoice Released	\$2,014,377.15
Total Payments:			\$ 18,734,023.04

Retainage Summary

Date	Invoice #	Status	Amount
5/7/15	157854#1	Invoice Released	\$49,404.00
6/11/15	157854#2	Invoice Released	\$39,596.00
7/1/15	157854#3	Invoice Released	\$64,065.00
7/28/15	157854#4	Invoice Released	\$72,847.00

Change Order Summary

Awards

Award Date	Number	Amount
03/16/2015	A001	\$28,170,000.00
	Total Award:	\$ 28,170,000.00

Change Orders

Date	Number	Status	Amount
7/27/15	CO 001	Co Executed	\$(24,112.75)
9/22/15	CO 002	Co Executed	\$281,510.00
10/14/15	CO 003	Co Executed	\$182,334.00
1/12/16	CO 004	Co Executed	\$0.00
1/21/16	CO 005	Co Executed	\$242,618.00
2/23/16	CO 006	Co Executed	\$41,431.75
3/10/16	CO 007	Co Executed	\$174,831.00
4/7/16	CO 008	Co Executed	\$106,357.00

Change Order Total: \$1,004,969.00

Total Amendments (Less: Award Bid Pack Changes): \$1,004,969.00

Adjusted Contract Value: \$29,174,969.00



State of Utah

Division of Facilities and Construction Management

Construction Contract = 157854

Construction Contract Summary

Retainage Summary

Date	Invoice #	Status	Amount
9/17/15	157854#5	Invoice Released	\$74,419.76
10/5/15	157854#6	Invoice Released	\$120,233.20
11/2/15	157854#7	Invoice Released	\$123,791.90
12/2/15	157854#8	Invoice Released	\$103,849.15
1/4/16	157854#9	Invoice Released	\$84,903.65
2/4/16	157854#10	Invoice Released	\$61,658.45
3/1/16	157854#11	Invoice Released	\$85,213.25
4/4/16	157854#12	Invoice Released	\$106,019.85
Retainage Total:			\$986,001.21

Release Summary

Release Date	Release	Amount
	Release # 1	
	Release # 2	
	Release # 3	
	Release # 4	
	Release # 5	
Release Total:		\$ 0.00
Net Retainage:		\$ 986,001.21

Contract Summary

Adjusted Contract Value:	\$ 29,174,969.00
Paid to Contractor:	\$18,734,023.04
Retainage to Bank:	\$986,001.21
Total Paid:	\$19,720,024.25
Contract Balance:	\$9,454,944.75

Contractor Summary

Adjusted Contract Value:	\$ 29,174,969.00
Paid to Contractor:	\$18,734,023.04
Retainage Releases:	\$.00
Total Paid to Contractor:	\$18,734,023.04
Contractor Balance:	\$10,440,945.96

Change Order % of Original: 3.57%
 Percentage of Contract Paid: 67.59%

Dates		Days	
From	To	Target	Lapsed
3/26/15	7/30/16	492	393
Adjusted	Substantial	Original	Days
7/30/16		7/30/16	
Percentage of Time Lapsed:			79.88%

Reasons for Change Orders

Reason	Percent	Amount
Ae Omission-prj	11.73%	\$117,908.00
Dfcm Scope-cont	-0.14%	-\$1,435.00
Ae Omission-oth	0.00%	\$0.00
Agency Scope-c	0.00%	\$0.00
Unk Cond-contin	20.88%	\$209,859.25
Agency Scope-p	-9.78%	-\$98,256.00
Dfcm Scope-proj	-8.22%	-\$82,609.35
Ae Omission-con	85.53%	\$859,502.10
Total Changes (less Award Bid Packs):		\$1,004,969.00



Construction Change Order

Construction Change Order			
Description:	USL MODULE 2 CO #3 MATT BOYER BIG D CONSTRUCTION	Status:	CO EXECUTED
		Change Order Date:	Mar 8, 2016
		Total Amount:	\$138,292.00
		New End Date:	
Capital Project:	13020300 (UNIFIED STATE LABORATORY MODULE #2 FOR MEDICAL EXAMINER, AGRICULTURE LABS, AND CRIME LABS)		

Contractor		Original		Change	
Contractor:	12332C (BIG D CONSTRUCTION CORPORATION)	Award:	\$32,489,258.00	Award:	\$32,489,258.00
		Change Order:	\$185,601.00	Change Order:	\$323,893.00
		Total:	\$32,674,859.00	Total:	\$32,813,151.00
Address Code:	001 (404 WEST 400 SOUTH, SALT LAKE CITY, UT 84101)	Start:	Jul 8, 2015	Start:	Jul 8, 2015
Contract:	157419	End:		End:	

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
001	COR 17 - REPLACE THE EXISTING RUSTING PIPE ON THE WATER SOFTENER THAT WOULD BE CONNECTING THE NEW SYSTEM TO THE SYSTEM IN MODULE 1 ALLOWING THE TWO SYSTEMS TO WORK TOGETHER.	001	CONSTRUCTION	DFCM SCOPE-PROJ	\$39,513.00	
002	COR 25 - CHANGE THE FAUCETS IN THE ME LAB TO IR INSTEAD OF PEDAL.	001	CONSTRUCTION	AGENCY SCOPE-P	\$1,125.00	
003	COR 39 - ADD SUPPORT EDGE OF THE LIGHT FIXTURES IN AUTOPSY SUITE	001	CONSTRUCTION	AE OMISSION-CON	\$4,908.00	
004	COR 42 - INSTALL WATER METERS BETWEEN THE MOD 1 & MOD 2 TO BE ABLE TO TRACK BUILDING USAGE	001	CONSTRUCTION	AE OMISSION-CON	\$55,295.00	
005	COR 46 - REDUCE THE SIZE OF WINDOW CF TO ALLOW REQUESTED FURNITURE BY AGENCY	001	CONSTRUCTION	AGENCY SCOPE-P	\$(302.00)	
006	COR 53 - BUILDING ENVELOPE CONSULTANT REQUESTED THE AIR BARRIER BE CHANGED FROM AN IMPERMEABLE TO A PERMEABLE MEMBRANE	001	CONSTRUCTION	DFCM SCOPE-PROJ	\$14,602.00	



Construction Change Order

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
007	COR 60 - FUR DOWN THE SOFFITS AT THE WINDOWS TO ACCOMMODATE CLASHED IN THE CEILING DETECTED THROUGH THE BIM IMAGING COORDINATION.	001	CONSTRUCTION	UNK COND-CONTIN	\$2,722.00	
008	COR 64 - REMOVE SOME OF THE UNNECESSARY LIGHT FIXTURES AND HORN STROBES THAT WERE DISCOVERED THROUGH THE BIM PROCESS & BY CHANGING THE ORIENTATION OF SOME OF THE OTHERS.	001	CONSTRUCTION	DFCM SCOPE-PROJ	\$(1,799.00)	
009	COR 65 - UPGRADE THE ROOFING SYSTEM FROM A 20 YEAR TO A 30 YEAR SYSTEM.	001	CONSTRUCTION	DFCM SCOPE-PROJ	\$39,140.00	
010	COR 70 - CHANGE THE SUBFLOOR ANCHOR DETAIL TO MEET THE REQUIREMENTS OF THE COLD ROOM MANUFACTURERS DETAILS.	001	CONSTRUCTION	UNK COND-CONTIN	\$1,227.00	
011	COR 72 - DELETES THE FIRE ALARM DEVICES THAT THE FIRE MARSHALL DEEMED UNNECESSARY.	001	CONSTRUCTION	DFCM SCOPE-PROJ	\$(1,654.00)	
012	COR 73 - ROTATED THE ORIENTATION & ADDED LIGHT FIXTURES IN AGRICULTURE'S LAB SPACE TO COMPLY WITH THE ACCREDITATION STANDARDS.	001	CONSTRUCTION	AE OMISSION-CON	\$3,535.00	
013	COR 75 - DELETE QB & NB WINDOWS AND INFILL WITH WALL PANELS & FRAMING	001	CONSTRUCTION	AE ERROR-CONTIN	\$314.00	
014	COR 79 - RESIZED A WINDOW THAT WAS SCALED INCORRECTLY ON THE PLANS.	001	CONSTRUCTION	AE ERROR-CONTIN	\$666.00	
015	COR 88 - CHANGE THE FINISH ON THE CURTAIN WALL FRAMES FROM PAINTED TO ANODIZED AT THE REQUEST OF THE ARCHITECT	001	CONSTRUCTION	DFCM SCOPE-PROJ	\$(21,000.00)	



State of Utah

Division of Facilities and Construction Management

Construction Contract Summary

Construction Contract = 157419

157419 - Public Safety, Department Of Agriculture, Department Of Heal

Project Title:	Unified State Laboratory Module #2 For Medical Examiner, Agriculture Labs, And Crime Labs	Vendor #:	12332C
Project #:	13020300	Big D Construction Corporation	
Program Director:	Matt Boyer (173189)	404 West 400 South	
Open PO's-Prj:	(1) for \$2,500.00	Salt Lake City, Ut 84101	
Contract Name:	Public Safety, Department Of Agriculture, Department Of Heal	Status:	Notice To Proceed
Contract Type:	Const New Space	DO #:	150804000030413
Component Group:	Construction	Retainage #:	8695450
Building:	17133	Unified State Lab - Module 2	

Component:	Construction (8)	Expense Budget:	6811
Account:	3000-300-3337-FWA-13020300	Construction Dev New Spc	

Funding Sources

Funding Source	Budget %	Appropriation	Allotment
GFFY2014	100.00	\$2,000,000.00	\$0.00
Funding Totals:	100.00	\$2,000,000.00	\$0.00

Payment Summary

Date	Invoice #	Status	Amount
8/4/15	043219	Invoice Released	\$772,883.12
9/16/15	043329	Invoice Released	\$675,779.28
10/19/15	043441	Invoice Released	\$1,137,223.01
11/18/15	043558	Invoice Released	\$1,099,709.94
12/11/15	043636	Invoice Released	\$1,586,459.29
1/13/16	043806	Invoice Released	\$1,396,125.99
2/9/16	043840	Invoice Released	\$1,772,736.67
3/14/16	043945	Invoice Released	\$2,627,451.86
4/15/16	044008	Invoice Released	\$3,507,715.62
Total Payments:			\$ 14,576,084.78

Retainage Summary

Date	Invoice #	Status	Amount
8/4/15	157419#1	Invoice Released	\$40,678.06
9/16/15	157419#2	Invoice Released	\$35,567.33
10/19/15	157419#3	Invoice Released	\$59,853.84
11/18/15	157419#4	Invoice Released	\$57,879.47
12/11/15	157419#5	Invoice Released	\$83,497.86
1/13/16	157419#6	Invoice Released	\$73,480.32
2/9/16	157419#7	Invoice Released	\$93,301.93
3/14/16	157419#8	Invoice Released	\$138,286.94

Change Order Summary

Awards

Award Date	Number	Amount
06/30/2015	A001	\$32,489,258.00
Total Award:		\$ 32,489,258.00

Change Orders

Date	Number	Status	Amount
11/3/15	CO 001	Co Executed	\$57,769.00
2/9/16	CO 002	Co Executed	\$127,832.00
3/8/16	CO 003	Co Executed	\$138,292.00
4/21/16	CO 004	Co Accounting Review	\$142,364.00

Change Order Total: \$466,257.00

Total Amendments (Less: Award Bid Pack Changes): \$466,257.00

Adjusted Contract Value: \$32,955,515.00



State of Utah

Division of Facilities and Construction Management

Construction Contract = 157419

Construction Contract Summary

Retainage Summary

Date	Invoice #	Status	Amount
4/15/16	157419#9	Invoice Released	\$184,616.61
Retainage Total:			\$767,162.36

Release Summary

Release Date	Release	Amount
	Release # 1	
	Release # 2	
	Release # 3	
	Release # 4	
	Release # 5	
Release Total:		\$ 0.00
Net Retainage:		\$ 767,162.36

Contract Summary

Adjusted Contract Value:	\$ 32,955,515.00
Paid to Contractor:	\$14,576,084.78
Retainage to Bank:	\$767,162.36
Total Paid:	\$15,343,247.14
Contract Balance:	\$17,612,267.86

Contractor Summary

Adjusted Contract Value:	\$ 32,955,515.00
Paid to Contractor:	\$14,576,084.78
Retainage Releases:	\$.00
Total Paid to Contractor:	\$14,576,084.78
Contractor Balance:	\$18,379,430.22

Change Order % of Original: 1.44%

Percentage of Contract Paid: 46.56%

Dates		Days	
From	To	Target	Lapsed
7/8/15	11/13/16	494	289
Adjusted	Substantial	Original	Days
11/13/16		10/30/16	
Percentage of Time Lapsed:			58.50%

Reasons for Change Orders

Reason	Percent	Amount
Dfcm Scope-proj	9.84%	\$45,872.00
Unk Cond-other	6.89%	\$32,112.00
Unk Cond-contin	32.71%	\$152,491.00
Agency Scope-p	17.45%	\$81,360.00
Ae Omission-con	42.55%	\$198,394.00
Dfcm Scope-cont	-12.47%	-\$58,158.00
Dfcm Scope-oth	2.83%	\$13,206.00
Ae Error-contin	0.21%	\$980.00
Total Changes (less Award Bid Packs):		\$466,257.00



Construction Change Order

Construction Change Order				
Description:	TIM K PARKINSON LANDMARK COMPANIES LLC		Status:	CO EXECUTED
			Change Order Date:	Mar 31, 2016
			Total Amount:	\$88,794.00
			New End Date:	May 1, 2016
Capital Project:	15112900 (UDOT RICHMOND REPLACE WATER LINE)			

Contractor		Original		Change	
Contractor:	VC0000132951 (LANDMARK COMPANIES INC)	Award:	\$233,048.70	Award:	\$233,048.70
		Change Order:	\$0.00	Change Order:	\$88,794.00
		Total:	\$233,048.70	Total:	\$321,842.70
Address Code:	001 (P.O. BOX 4651, 729 SOUTH MAIN, LOGAN, UTAH 84323-4651)	Start:	Jan 22, 2016	Start:	Jan 22, 2016
Contract:	1675203	End:		End:	May 1, 2016

Line Item						
Line	Description	Contract Line	Component	Reason	Change Amount	New End Date
001	PCO 1 EQUIPMENT STANDBY TIME, WITH SUPPORTING DOCUMENTS, 5 PAGES TOTAL	001	CONSTRUCTION	UNK COND-CONTIN	\$15,754.00	May 1, 2016
002	PROPOSED CHANGE ORDER NO. 2, CONSTRUCT NEAR PHONE CABLE, WITH SUPPORTING DOCUMENTS, 2 PAGES TOTAL	001	CONSTRUCTION	UNK COND-CONTIN	\$55,440.00	May 1, 2016
003	PROPOSED CHANGE ORDER NO. 3, HOLDING POWER POLES, WITH SUPPORTING DOCUMENTS, 5 PAGES TOTAL	001	CONSTRUCTION	UNK COND-CONTIN	\$17,600.00	May 1, 2016



State of Utah

Division of Facilities and Construction Management

Construction Contract = 1675203

Construction Contract Summary

1675203 - Utah Department Of Transportation | Richmond Maintenance Stat

Project Title:	Udot Richmond Replace Water Line	Vendor #:	VC0000132951
Project #:	<u>15112900</u>		Landmark Companies Inc
Program Director:	Tim Parkinson (104577)		P.o. Box 4651
Open PO's-Prj:	(1) for <u>\$2,223.00</u>		Logan, Utah 84323-4651
Contract Name:	Utah Department Of Transportation Richmond Maintenance Stat	Status:	Notice To Proceed
Contract Type:	Const Remodel	DO #:	160201000040258
Component Group:	Construction	Retainage #:	8695525
Building:	09158		Richmond Dot Maintenance Station

Component:	Construction (8)	Expense Budget:	6400
Account:	<u>3000-300-3339-FXA-15112900</u>		Remodel & Improve Curent Expense

Funding Sources

Funding Source	Budget %	Appropriation	Allotment
GFFY2016	100.00	\$279,622.00	\$0.00
Funding Totals:	100.00	\$279,622.00	\$0.00

Payment Summary

Date	Invoice #	Status	Amount
2/11/16	15112900#1	Invoice Released	\$81,963.06
3/29/16	15112900#2	Invoice Released	\$36,985.65
	Total Payments:		\$ 118,948.71

Retainage Summary

Date	Invoice #	Status	Amount
2/11/16	1675203#1	Invoice Released	\$4,313.85
3/29/16	1675203#2	Invoice Released	\$1,946.61
	Retainage Total:		\$6,260.46

Release Summary

Release Date	Release	Amount
	Release # 1	
	Release # 2	
	Release # 3	
	Release # 4	
	Release # 5	
	Release Total:	\$ 0.00
	Net Retainage:	\$ 6,260.46

Contract Summary

Adjusted Contract Value:	\$ 321,842.70
Paid to Contractor:	\$118,948.71
Retainage to Bank:	\$6,260.46

Change Order Summary

Awards

Award Date	Number	Amount
01/05/2016	A001	\$233,048.70
	Total Award:	\$ 233,048.70

Change Orders

Date	Number	Status	Amount
3/31/16	CO 001	Co Executed	\$88,794.00
	Change Order Total:		\$88,794.00
	Total Amendments (Less: Award Bid Pack Changes):		\$88,794.00
	Adjusted Contract Value:		\$321,842.70
	Change Order % of Original:		38.10%
	Percentage of Contract Paid:		38.90%

Dates		Days	
From	To	Target	Lapsed
1/22/16	5/1/16	100	91
Adjusted	Substantial	Original	Days
5/1/16		4/1/16	
	Percentage of Time Lapsed:		91.00%



State of Utah

Division of Facilities and Construction Management

Construction Contract = 1675203

Construction Contract Summary

Total Paid: \$125,209.17

Contract Balance: \$196,633.53

Contractor Summary

Adjusted Contract Value: \$ 321,842.70

Paid to Contractor: \$118,948.71

Retainage Releases: \$.00

Total Paid to Contractor: \$118,948.71

Contractor Balance: \$202,893.99

Reasons for Change Orders

Reason	Percent	Amount
Unk Cond-contin	100.00%	\$88,794.00
Total Changes (less Award Bid Packs):		\$88,794.00



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

REPORT OF PROJECT RESERVE FUNDS ACTIVITY

PROJ #	DEPT	PROJECT TITLE	STATE FUNDS- DEVELOPMENT	STATE FUNDS- IMPROVEMENT	DOT FUNDS	DESCRIPTION	May-16	% of
								Constr.
								Budget
<u>BEGINNING BALANCE</u>			<u>3,015,478.77</u>	<u>6,183,421.51</u>	<u>968,481.36</u>			
<u>INCREASES TO PROJECT RESERVE FUND:</u>								
14234630	SUU	Campus Medium Voltage Cabling Replacement		73,038.31		Construction Budget		29%
15026120	Corrections	NUCCC Boiler		54,090.15		Construction, Design, Inspection & Insurance Budgets		42%
14353030	ABC	Store 37 Lighting Upgrade		51,158.42		Construction, Design, Inspection & Insurance Budgets		73%
14276640	Dixie	Tunnell Fire Alarm System		26,153.00		Construction Budget		14%
14223730	SUU	Bennion Bldg Parking Lot Repairs		25,378.25		Construction, Inspection & Insurance Budgets		13%
14235730	SUU	Campus Exterior Lighting		17,682.01		Construction Budget		9%
14192300	DCM	Provo Regional Waterline, Stairs, Parking Replacement		16,832.16		Construction, Inspection & Insurance Budgets		9%
14274640	Dixie	Browning HVAC Controls		12,556.11		Construction & Insurance Budgets		5%
15076150	Courts	Brigham City Stairs		11,500.00		Construction, Design, Inspection & Insurance Budgets		29%
14204550	DPS	Farmington Irrigation Renovation		8,189.50		Construction, Design, Inspection & Insurance Budgets		14%
14193300	DFCM	Richfield Regional Fire Alarm		4,688.40		Construction, Design, Inspection & Insurance Budgets		10%
14281640	Dixie	Burns Arena Boiler		3,237.90		Inspection & Insurance Budgets		1%
15074030	ABC	Ogden Store Front Doors & Operators Replacement		2,769.00		Construction, Design, Inspection & Insurance Budgets		23%
14230730	SUU	Tennis & Pickleball Court Replacement		2,189.25		Construction & Insurance Budgets		1%
14271470	SUU	Science Bldg Elevator		2,021.94		Construction, Inspection & Insurance Budgets		2%
14194300	DFCM	Richfield Regional Parking Lot Repairs		1,033.98		Design, & Insurance Budgets		0%
15065120	Corrections	Ogden Office Remodel		324.00		Construction, Inspection & Insurance Budgets		2%
<u>DECREASES TO PROJECT RESERVE FUND:</u>								
15178790	UVU	Student Activity Center Bleachers		(100,000.00)		To Award Construction Contract		7%
15130260	MATC	Welding Renovation, Office Remodel		(86,507.00)		To Award Construction Contract		15%
14047670	SLCC	SCC Electrical Panel Upgrade		(4,446.86)		To Award Construction Contract		1%
14048670	SLCC	SCC Brick & Masonry Parapet Walls		(137.25)		Return For Required Inspections		0%
<u>ENDING BALANCE</u>			<u>3,015,478.77</u>	<u>6,305,172.78</u>	<u>968,481.36</u>			

NOTE: Project Reserve Fund Will Be Reduced FY2017 By \$1,225,000.00 Per HB#2 Item #58



12 MONTH PROJECT RESERVE FUNDS ACTIVITY

DEPT	STATE FUNDS- DEVELOPMENT	STATE FUNDS- IMPROVEMENT	DOT FUNDS
<u>INCREASES TO PROJECT RESERVE FUND:</u>			
ABC Total	-	123,243.72	-
Agriculture Total	-	14,384.40	-
Archives Total	-	893.00	-
BATC Total	-	15,036.96	-
Corrections Total	-	76,407.71	-
Courts Total	-	137,713.44	-
CPB Total	-	16,212.11	-
DAS Total	-	10,847.00	-
DATC Total	-	16,846.03	-
DCM Total	-	16,832.16	-
DFCM Total	-	437,171.51	-
DHA Total	-	2,769.82	-
DHS Total	194,011.00	303,838.65	-
DIXIE Total	-	65,564.86	-
DNR Total	-	179,890.55	-
DPS Total	-	42,198.90	-
DVA Total	-	31.00	-
DWS Total	-	188,639.18	-
DXATC Total	-	10,640.70	-
Education Total	-	33,854.90	-
Fairpark Total	-	156,902.06	-
HEALTH Total	-	147,002.54	-
OWATC Total	-	72,989.85	-
SLCC Total	-	138,606.65	-
SNOW Total	-	199,650.46	-
SUU Total	-	238,056.79	-
TATC Total	-	37.95	-
TAX Total	-	23,132.80	-
U of U Total	-	14,672.00	-
UBATC Total	-	1,536.00	-
UDC Total	-	12,798.41	-
UDOT Total	-	40,605.30	-
UNG Total	15,638.06	23,270.17	-
UVU Total	-	156,457.58	-
WSU Total	1,028,251.29	133,774.33	-



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

May-16

12 MONTH PROJECT RESERVE FUNDS ACTIVITY

DEPT	STATE FUNDS- DEVELOPMENT	STATE FUNDS- IMPROVEMENT	DOT FUNDS
<u>DECREASES TO PROJECT RESERVE FUND:</u>			
ABC Total	-	(8,679.00)	-
Agriculture Total	-	(220,676.00)	-
BATC Total	-	(23,576.00)	-
Courts Total	-	(39,954.35)	-
CPB Total	-	(25,532.00)	-
DATC Total	-	(31,086.50)	-
DFCM Total	-	(18,947.03)	-
DHS Total	-	(90,190.00)	-
DIXIE Total	-	(23,263.05)	-
DNR Total	-	(181,320.65)	-
DPS Total	-	(27,632.00)	-
DTS Total	-	(29,677.00)	-
DVA Total	-	(3,952.40)	-
DWS Total	-	(20,809.58)	-
DXATC Total	-	(132.50)	-
Education Total	-	(26,370.00)	-
MATC Total	-	(86,507.00)	-
SLCC Total	-	(66,090.11)	-
SNOW Total	-	(17,739.00)	-
SUU Total	-	(56,357.96)	-
TAX Total	-	(36,488.00)	-
UDC Total	-	(43,439.00)	-
UNG Total	-	(33,115.38)	-
UVU Total	-	(100,000.00)	-

OTHER ITEMS