



STATE OF UTAH
Prison Relocation Authority Committee

AGENDA

Advisory Committee Meeting

Friday, January 27, 2012

8:00am to 9:30 a.m.

Capitol Board Room 240

8:00 am - Call to Order – Gregg Buxton, Chair and Director of Utah Division of Facilities and Management

8:05 am - Discussion and approval of spokesperson and minutes

8:15 am – Training on Open and Public Meetings Act, Scott Reed, Division Chief, Criminal Justice Division, Attorney General's Office

8:30 am - Establish Guiding Principles for Solicitations

9:00 am- Overview of 2005 Feasibility Study, Karen Wikstrom, Wikstrom Economic and Planning

9:00 am - Review sample request for Information, Establish timeframes

9:25 am - Other Business

Advisory Committee Meeting

Thursday, January 5th 2012
9:00am to 11:00pm
Capitol Board Room 240

Meeting Minutes

Call to Order – Gregg Buxton, Acting Chair and Director of Utah Division of Construction and Facilities Management

Welcome and Introductions –Gregg Buxton
Introductions of all Committee Members:

Present: Acting Chairman Gregg Buxton, Rep. Brad Daw, Rep. Brad Wilson, Larry Ellertson, Jeff Hartley, Spencer Eccles, Darrell Smith, Tom Patterson, John Bennett.

Excused: Sen. Scott Jenkins, Sen. Dan Thatcher

Staff: Dave Walsh, Shannon Simonsen

Tom Patterson made motion to make Gregg Buxton Chairman of Committee
John Bennett seconded it. It was unanimously passed.

Review Statutory Charge and Overview of Assignments

Reviewed “Prison Relocation and Development Authority Act”.
The committee needs to establish what is the end goal.
The goal is to think out of the box about ways that relocation might be possible.

Review findings from earlier studies to relocate prison

In previous studies, private prison operators were not allowed to weigh in on the process. The prison population is expected to reach its maximum capacity in 2015. Currently there are 4000, beds at the Draper state prison. When the state prison was relocated from Sugarhouse to its current Draper location in the 1950’s it was considered to be “out of the path of progress”. We may need to expand and take out additional contracts with county jail facilities to find out how many beds are available in county prisons statewide. Committee needs to look and compare relevant cost studies. Complete an evaluation and study about the feasibility of relocating the Utah State Prison.

Questions to consider-

Does Draper City have an opinion of what the land will/should be used for?

What is the intended use or a multi use? Are there any political intentions? Public comment will be needed.

Does the existence of the prison affect companies that want to relocate to Utah?

Future development in Draper could bring jobs, medical center, stadiums, etc.

What is the master plan? What is important as we look ahead 50 years?

What are the natural resource areas that need to be kept in mind (ie: bird refuge, narrows, etc.) to maintain the quality of life which makes Utah so appealing.

Will leasing be considered? Do statutes allow for this?

What are the geographic issues, seismic issues, and other land issues that need to be taken into consideration?

Review sample request information. Establish time frames

Chairman Buxton will put together a document together outlining all the principles regarding RFP's.

Under statute, meetings can continue until July 1st, 2014, at which time the statute is repealed.

Committee needs to establish a time frame and guiding principles to make the best use of everyone's time and capabilities.

Other Business

A media representative needs to be appointed for the group at the next meeting.

Plan of Action and Future Meetings

Proposal to meet every 2 weeks beginning on Friday, January 27, 2012 at 8 am. Initial meetings will be used to draft RFP's before they go into the mandatory bid period.

Committee members request electronic copies of the materials.

Meeting adjourned at 10:35

Open and Public Meetings Act

Title 52, Chapter 4, Utah Code

2011 Training¹ – Summary of Key Provisions

This summary includes key changes passed during the 2011 General Session (shown as underlined).

Purpose: State and Local agencies exist to conduct the people's business, which must be done openly. (*Section 52-4-102*)

Public Notice: Not less than twenty-four hours prior to each meeting, public notice must be given. The public notice must:

- include the date, time, and place of the meeting;
- include an agenda that lists topics to be considered (a topic raised by the public and not listed on the agenda may be discussed but no final action may be taken);
- be posted at the principal office (or if none, at the building where the meeting is to be held);
- be posted on the Utah Public Notice Website; and
- be provided to a newspaper or local media correspondent. (*Section 52-4-202*)

Minutes and Recordings:

- Written minutes and a recording must be kept of all open meetings. (Recordings are not required for site visits.)
- Written minutes must be:
 - available to the public within a reasonable time;
 - approved by the public body;
 - considered public when prepared in a form awaiting formal approval; and
 - identified as "unapproved" before approval.
- A recording of an open meeting must be available to the public within three business days. (*Section 52-4-302*)

Definitions:

- **Meeting** means a convening of a public body with a quorum present to discuss or act on a matter under its jurisdiction or advisory power.
- **Meeting** does not mean a chance meeting, a social meeting, or a meeting of the State Tax Commission to consider a confidential tax matter.
- **Public Body** is any administrative, advisory, executive, or legislative body that is:
 - created by constitution, law, rule, or resolution;
 - supported in whole or in part by tax revenue; and
 - vested with the authority to make decisions regarding the public's business.(*Section 52-4-103*)
- **Closed Meeting** means a meeting is open to the public unless it is closed² by a two-thirds vote with a quorum present at the open meeting.
 - The reasons for the closed meeting must be announced and entered into the minutes of the open meeting. (*Section 52-4-204*)
 - A closed meeting may only be held for certain specified reasons including discussion of a person's character, competence, or health; strategy for collective bargaining; pending or imminent litigation; an exchange of real property including water rights or shares; security; investigation of criminal conduct; certain legislative ethics complaint matters; fiduciary or commercial information being discussed by the Utah Higher Education Assistance Authority;

or certain factors related to the issuance of a retail license being discussed by the Alcoholic Beverage Control Commission after receiving public input. (Section 52-4-205)

- A closed meeting is required for the Health and Human Services Interim Committee or the Child Welfare Legislative Oversight Panel to review a fatality review report and for the Child Welfare Legislative oversight Panel to review and discuss an individual case. (Section 52-4-205)

Emergency Meetings: An emergency meeting may not be held unless an attempt is made to notify all members and a majority of the members vote to approve it. A twenty-four hour notice may be disregarded if unforeseen circumstances cause a need and the best practical notice is given. (Section 52-4-202)

Electronic Meetings: Electronic meetings (by means of electronic communications) may not be held unless the public body has adopted procedures to govern them.³

Electronic Message Transmissions: The act does not prohibit a member of a public body from transmitting an electronic message to other members of the public body when the public body is not convened in an open meeting. (Section 52-4-209)

Penalties:

- **Open Meetings** - Any final action taken in violation of the act is voidable by a court. (Section 52-4-302)
- **Closed Meetings** - It is a class B misdemeanor to knowingly or intentionally violate closed meeting provisions. (Section 52-4-305)

Endnotes

1. The presiding officer of a public body is required to provide annual training of this act to members of a public body. (Section 52-4-104)
2.
 - No vote is required to close a meeting for the Independent Legislative Ethics Commission to review an ethics complaint;
 - A majority vote is required to close a meeting for an ethics committee of the Legislature to obtain legal advice on legal, evidentiary, or procedural matters or for conducting deliberations on a complaint; and
 - A majority vote is required to close a meeting that is required to be closed which includes certain reviews of child welfare reports on the death of a child under Section 62A-16-301. (Section 52-4-204)
3. The Electronics Meetings for Charter Schools Pilot Program provides separate requirements for charter schools applicable between May 10, 2010 and May 8, 2012. (Section 52-4-409)

Open and Public Meetings Act* Title 52, Chapter 4, Utah Code

What is a public body?



Why conduct business in an open meeting?

What are the penalties?



What is a meeting?



What is the 24-hour requirement?



What if an emergency meeting is needed?



Open Meetings

What must be included in a public notice?



What minutes and recordings must be kept?

When can a closed meeting be held?

*This briefing includes changes passed during the 2011 General Session and is provided for the convenience of the Legislature, other public bodies, and citizens. Users should consult the Utah Code for definitive provisions of the Open and Public Meetings Act.



April 2011

Open and Public Meetings Act Training

“The presiding officer of the public body shall ensure that the members of the public body are provided with annual training on the requirements of this chapter.”

Source: Section 52-4-104 Utah Code
April 2011



Open and Public Meeting Act

Purpose

The Legislature finds and declares that...

- ◆ State agencies and political subdivisions:
 - ▶ exist to aid in the conduct of the people's business
 - ▶ must take their actions openly
 - ▶ must conduct their deliberations openly

Source: Section 52-4-102 Utah Code

April 2011



Key Definitions

- ◆ “Meeting” = the convening of a public body
 - ▶ With a quorum present
 - ▶ To discuss, receive comments, or act on a matter over which it has jurisdiction or advisory power

- ◆ “Convening” = calling of a meeting of a public body
 - ▶ by an authorized person
 - ▶ to discuss a subject over which it has jurisdiction or advisory power

- ◆ “Public body” = any administrative, advisory, executive, or legislative body that:
 - ▶ Is created by Utah Constitution, statute, rule, ordinance, or resolution;
 - ▶ Consists of two or more persons;
 - ▶ Expends, disburses, or is supported in whole or in part by tax revenue; and
 - ▶ Is vested with the authority to make decisions regarding the public’s business

Source: Section 52-4-103 Utah Code
April 2011



Key Definitions – Continued

◆ “Meeting” ≠

- ▶ A chance meeting;
- ▶ A social meeting;
- ▶ A meeting of the State Tax Commission on a confidential tax matter; or
- ▶ A convening solely for discussion or implementation of administrative or operational matters if:
 - no formal action is taken or
 - the matters would not come before the body for discussion or action

◆ “Public body” ≠

- ▶ Political party, political group or political caucus or
- ▶ Conference committee, rules committee, or sifting committee of the Legislature

Source: Section 52-4-103 Utah Code

April 2011



Meetings are Open

A meeting is open to the public unless closed in accordance with the act

- ◆ Open meetings include:
 - ▶ Regular meetings
 - ▶ Special meetings
 - ▶ Workshops
 - ▶ Executive sessions
 - ▶ Site visits
 - ▶ Traveling tours
- ◆ Closed meetings have specific restrictions

Source: Section 52-4-103, 52-4-201 Utah Code

April 2011



Closed Meeting – Generally

A meeting is open to the public unless:

- ◆ A closed meeting may be held if:
 - ▶ a quorum is present
 - ▶ 2/3 of the members present vote, in an open meeting, to approve closing the meeting (with certain exceptions)
- ◆ The reasons and location of the closed meeting shall be announced and entered into the minutes of the open meeting
- ◆ Only certain matters may be discussed in a closed meeting
- ◆ Certain meetings to review child welfare reports on the death of a child are required to be closed

Closed Meeting – Permitted Purposes

A closed meeting may only be held for:

- ◆ Discussion of the character, competence, or health of an individual
- ◆ Strategy sessions for:
 - ▶ Collective bargaining
 - ▶ Pending or imminent litigation
 - ▶ Purchase, exchange, or lease of real property including water rights and shares
 - ▶ Sale of real property including water rights or shares
- ◆ Discussion of security
- ◆ Investigations regarding allegations of criminal conduct
- ◆ Certain Legislative ethics complaint matters
- ◆ Discussion by a county legislative body of certain commercial taxpayer information
- ◆ Discussion by a Utah Higher Education Assistance Authority about fiduciary or commercial information
- ◆ Discussion by the Alcoholic Beverage Control Commission after public input on factors related to issuance of a retail license

Source: Section 52-4-205 Utah Code

April 2011



Closed Meetings – Vote Exceptions

2/3 vote to close a meeting exceptions:

- ◆ No vote is required to close a meeting for the Independent Legislative Ethics Commission to review an ethics complaint
- ◆ A simple majority vote is required to close a meeting for an ethics committee of the Legislature to obtain legal advice on legal, evidentiary, or procedural matters or for conducting deliberations on a complaint

Source: Section 2A-4-3, 2A-4-4, 2A-4-5
April 2011

OLRGC

A simple majority vote is required to close a meeting that is required to be closed, which includes certain reviews of

Public Notice

“A public body shall give not less than 24 hours public notice of each meeting”

- ◆ The public notice must include:
 - ▶ the agenda (providing reasonable specificity to notify the public as to the topics to be considered - listed as agenda items)
 - ▶ the date, time, and place
- ◆ The public notice must be:
 - ▶ posted at the principal office of the public body, or if none exists, at the building where the meeting is to be held
 - ▶ posted on the Utah Public Notice Website (see www.utah.gov/pmn) (with exceptions for certain small entities)
 - ▶ provided to:
 - at least one newspaper of general circulation within the jurisdiction or
 - a local media correspondent
- ◆ Public notice of an annual meeting schedule must be provided if the public body holds regular meetings

Topics Not Listed on the Agenda

A topic raised by the public may be discussed during an open meeting but the public body may not take final action on the topic at the meeting, unless it is an emergency meeting

Source: Section 52-4-202 Utah Code

April 2011



Minutes and Recordings

- ◆ Open meetings:
 - ▶ written minutes and a recording shall be kept of all open meetings, except a recording is not required to be kept of:
 - a site visit if no action is taken; and
 - a meeting of a small local districts (\$50,000 budget or less)
- ◆ Closed meetings:
 - ▶ a recording must be made of the closed meeting, unless:
 - the closed meeting is exclusively for:
 - discussion of the character, competence or health of an individual; or
 - discussion of security
 - the person presiding signs a sworn statement that the closed meeting was solely for the purposes outlined above

Source: Section 52-4-203, 52-4-206 Utah Code

April 2011



Minutes and Recordings – continued

- ◆ **For open meetings**, the written minutes are the official record of action taken and must include:
 - ▶ the date, time, place, and the names of all members present and absent
 - ▶ the substance of all matters discussed which may include a summary of comments made by the members
 - ▶ a record of each vote of each member
 - ▶ the name of each person who, after being recognized, provided comments and the substance in brief of each person's comments
 - ▶ other information that is a record of the proceedings that a member requests to be entered in the minutes
- ◆ A recording shall be complete and unedited from start to finish of the meeting **open or closed** and shall be properly labeled
- ◆ **For closed meetings**, the recording and any minutes must include:
 - ▶ The date, time, and place and names of all members present and absent
 - ▶ The names of all others present except where the disclosure would infringe on necessary confidentiality to fulfill the purpose of the closed meeting

Minutes and Recordings – continued

- ◆ Written minutes and recordings of **open meetings** are public records under GRAMA
- ◆ A public body must establish procedures for approval of written minutes
- ◆ Written minutes prepared in a form awaiting only formal approval are a public record
- ◆ Written minutes shall be available within a reasonable time after the meeting
- ◆ A recording of an open meeting shall be available to the public for listening within three business days after the meeting
- ◆ **Closed meetings** minutes and recordings are protected or private records under GRAMA

Electronic Message Transmissions

The Open and Public Meetings Act:

- ◆ does not restrict a member of a public body from transmitting an electronic message to other members of the public body when the public body is not convened in an open meeting
- ◆ is silent on electronic message transmissions between members during an open meeting

Source: Section 52-4-209 Utah Code

April 2011



Emergency Meetings

- ◆ An emergency meeting may not be held unless:
 - ▶ an attempt has been made to notify all members of the public body; and
 - ▶ a majority of the members vote to approve the meeting
- ◆ The 24-hour public notice requirements may be disregarded if:
 - ▶ unforeseen circumstance cause a need to hold an emergency meeting to consider emergency or urgent matters; and
 - ▶ the best notice practicable is given of the time, place and topics to be considered

Electronic Meetings

A public body may not hold an electronic meeting unless it has adopted procedures for conducting it
(the Utah Legislature has not adopted procedures)

- ◆ “Electronic meeting” means a public meeting convened or conducted by means of a conference using electronic communications
- ◆ Adopted procedures may include consideration of budget, logistics, presence of a quorum at an anchor location, vote to establish an electronic meeting, notice requirements, etc.
- ◆ The Electronic Meetings for Charter Schools Pilot Program provides separate requirements for charter schools applicable May 10, 2011 to May 8, 2012

Source: Section 52-4-103, 52-4-207 Utah Code

April 2011



Penalties

The attorney general and the county attorneys shall enforce this chapter

- ◆ Any final action taken in violation of the act is voidable by a court
 - ▶ A suit to void a final action must be commenced within 90 days after the action (30 days for bonding instruments)
- ◆ A closed meeting violation is a class B misdemeanor
- ◆ If a closed meeting is challenged, a court shall review the recording or minutes (in private) and determine whether a violation occurred
 - ▶ If the judge determines a violation occurred, the judge shall publicly disclose all information about the portion of the meeting that was illegally closed

Source: Section 52-4-302, 52-4-303, 52-4-304, 52-4-305 Utah Code

May 2010

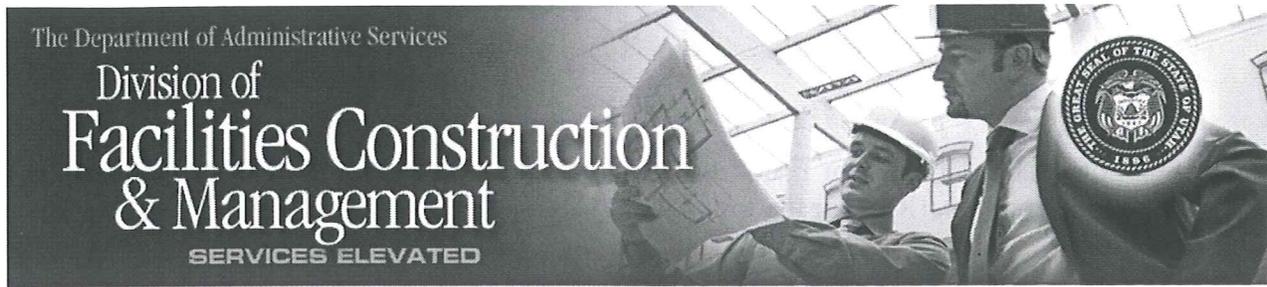


Possible Guiding Principles for the Solicitation for Prison Relocation

1. Build a prison that utilizes the finest designs and uses technology to its best advantage to minimize operational costs and ensure a safe environment for both inmates and staff.
2. Optimize economic development opportunities for this and future generations while maintaining Utah's high quality of life.
3. Maximize the use of resources and people to safeguard the public trust and the public purse.

Factors

- Effect on existing workforce
- Find a site
- Infrastructure needs (power, water, sewer, etc.)
- Medical
- Access to ancillary services
- Transportation of inmates
- Use of technology
- Future planning issues like use of jail contracting, federal inmates, private prisons
- Staging timetable of moving the prison
- Proposals of the executive branch
- Issues surrounding private development of current prison site
- Impact on taxpayer
- Sources of funding-leasing, GO bond, divert monies fro existing prison operations
- Ownership of new prison
- Other issues
 - Economic development
 - Availability of natural resources
 - Support network for inmates
 - Volunteers
 - Environment Impacts (air quality, water quality etc.)
 - Staff issues
 - Wages
 - Experience
 - Education



Sample Draft

Request for Information

State of Utah Draper Prison Relocation Project

DFCM Project No. XXXXXX

Notice

The State of Utah – Division of Facilities Construction and Management (DFCM) is issuing a Request for Information (RFI) for the following project:

RFI – Draper Prison Relocation Project

Project No. XXXXXXXX

Description:

DFCM is requesting information concerning the feasibility of relocating the Utah State Prison located in Draper, Utah. Interested firms, developers, consultants and other parties with viable concepts and strategies to relocate the Utah State Draper Prison are encouraged to respond.

If after reviewing the concepts and strategies, the state deems that relocating the Utah State Draper Prison is feasible, a Request for Proposal (RFP) to relocate the Utah State Draper Prison may be issued.

Those interested should obtain a copy of the “Draper Prison Relocation Study” by Wikstrom Economic & Planning Consultants available on DFCM’s Website at:

<http://dfcm.utah.gov/draperprison/index.php>

The RFI documents, including the submittal requirements and schedule, will be available beginning on _____ from DFCM at the State Office Building – Room 4110, Salt Lake City, Utah 84114 and on the DFCM website at <http://dfcm.utah.gov> and on BidSync at www.BidSync.com, the state’s electronic bid notification system.

For questions regarding this solicitation, please contact Name of DFCM Project Manager and/or Representative from the Governor’s Office, at (801) 538-XXXX. No others are to be contacted regarding this solicitation.

Submittal dates for concepts, strategies and interviews (if needed) will be listed on the Project Schedule included in the RFI.

The Division of Facilities Construction & Management reserves the right to reject any or all submittals or to waive any formality or technicality in any submittal in the interest of the State.

Scope of the Project

DFCM is requesting information from firms, developers, consultants and other interested parties with concepts and strategies to relocate the Utah State Prison located in Draper, Utah. If a relocation plan is deemed feasible, the state may issue a Request for Proposal (RFP) to relocate the Utah State Draper Prison. Interested parties may provide the state with concepts and strategies that they are willing to make public and available for use by any competitor, pertaining to the feasibility of relocating the Utah State Draper Prison.

Those interested should obtain a copy of the "Draper Prison Relocation Study" by Wikstrom Economic & Planning Consultants available on DFCM's Website at:

<http://dfcm.utah.gov/draperprison/index.php>

Responses May Address the Following:

1. Interest in the project

- a. The state would like to ascertain the level of interest in this project from firms, developers, consultants and other interested parties.
- b. Parties are not required to disclose any other information beyond having a general interest in this project.

Responses to the Following Must be Non-Proprietary

Notice: Parties may address the following issues with the understanding that any concepts, strategies or other information disclosed by firms, developers, consultants and other interested parties may not be classified as proprietary in nature or protected in any way. Parties are discouraged from disclosing any trade secrets relating to this project. Because an RFP may follow this RFI process, the State has determined that information provided in response to the issues identified below cannot be protected. If an RFP is issued, concepts, strategies and other information addressing the issues below may become part of a publicly issued RFP and shall be freely used by the entity awarded a contract through the RFP process at no cost to the State of Utah. Parties will not be reimbursed for any concepts, strategies or other information disclosed.

2. Experience with similar type projects

- a. The state is interested in obtaining information and "lessons learned" from entities (public and private) experienced with prison relocation projects.

3. Cost evaluation associated with moving the Draper Prison

- a. Estimated value of current Draper Prison site;
- b. Market timing – obtaining the greatest value for the state.
 - i. Are current market conditions right for the state to consider relocating the Draper Prison?

4. Possible location of new prison site

- a. General location of proposed new site;
 - i. Proximity to major cities and highways.
- b. Relocation plan to move inmates
- c. Estimated costs associated with developing a new prison site;
- d. Other information deemed appropriate.

Responses in Writing

All responses to this RFI shall be in writing and directed to:

Name of DFCM Project Manager or Representative from Governor's Office
Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, UT 84114
E-mail: XXXXXXXXXXXXXX
Facsimile: (801) 538-3267

Schedule

RFI Issued
Pre-Response to RFI Meeting
Last Date for Questions
Response to RFI Due
Evaluation of Responses
Interviews (If Necessary)

Note that not responding to this RFI will not impact the ability of a firm, developer, consultant or other interested party from responding to an RFP if the state elects to relocate the Draper Prison.



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

Solicitation for Programming Services

Value Based Selection Method

2-3-2011

State of Utah Prison Relocation Program

DFCM Project No. (project number)

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Current copies of the following documents are hereby made part of this Solicitation for Consultants (SFC) by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov/StdDocs/index.html> "Standard Documents" – "Reference Documents I" – "Item 7. Supplemental General Conditions" or are available upon request from DFCM:

DFCM Supplemental General Conditions dated July 1, 2010 *

DFCM Supplemental General Conditions dated May 11, 2010

DFCM Supplemental General Conditions dated July 1, 2009

DFCM Supplemental General Conditions dated July 15, 2008

DFCM Design Manual dated March 15, 2006

DFCM General Conditions dated May 25, 2005

*** NOTE: THE NEW SUPPLEMENTAL GENERAL CONDITIONS EFFECTIVE JULY 1, 2010 ADDRESSING DRUG AND ALCOHOL TESTING ARE REFERENCED AT THE LINK ABOVE.**

The Agreement and General Conditions dated May 25, 2005 have been updated from versions that were formally adopted and in use prior to this date. The changes made to the General Conditions are identified in a document entitled Revisions to General Conditions that is available on DFCM's web site at <http://dfcm.utah.gov>

NOTICE TO CONSULTANTS

The State of Utah - Division of Facilities Construction and Management (DFCM) is soliciting the services of qualified firms/individuals to perform programming services for the following project:

DRAPER PRISON RELOCATION

DFCM PROJECT NO.

The scope of services includes programming for a new prison on a new site, with a 6,000 bed capacity and support facilities to accommodate the full capacity. Construction budget for this project is not determined.

The selection shall be under the Value Based Selection method. The Solicitation for Consultants (SFC) documents, including the submittal requirements and the selection criteria and schedule, will be available in electronic format on CDs beginning on February 3, 2011 from DFCM at the State Office Building - Room 4110, Salt Lake City, Utah 84114 and on the DFCM web site at <http://dfcm.utah.gov>. For questions regarding this solicitation, please contact Kurt Baxter, DFCM, at 801-538-3018. No others are to be contacted regarding this solicitation.

A MANDATORY pre-submittal meeting will be held at 10:00 AM on Tuesday, February 15, 2011 at the DFCM, 4110 State Office Building, SLC, UT 84114. All Consultants wishing to submit on this project must attend this meeting.

Submittal dates for the required references, management plans, statements of qualifications, and interviews will be based on the Project Schedule included in the SFC.

The Division of Facilities Construction & Management reserves the right to reject any or all submittals or to waive any formality or technicality in any submittal in the interest of the State.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
MARLA WORKMAN, CONTRACT COORDINATOR
4110 State Office Bldg., Salt Lake City, Utah 84114

PROJECT DESCRIPTION

The scope of services includes programming for a new prison on a new site, with a 6,000 bed capacity and support facilities to accommodate the full capacity. The project will include medium and maximum security housing, support facilities to adequately administer a diverse prison population, and create a facility that supports and enhances security, safety, accessibility, efficiency and maintenance for the prison administration and population. The facilities will be designed to achieve a 50 year life-cycle construction quality level. The construction budget for this project is not determined.

PROGRAMMING SCOPE OF WORK

The programming scope of work includes, but is not limited to:

- Programming Subconsultants

Audio visual, education, acoustical, scheduling, cost estimating, sustainable design, etc.

- Pre-Program Analysis

Review existing studies – see “Draper Prison relocation Study” 2005 by Wikstom Economic & Planning Consultants: <http://dfcm.uth.gov/draperprison/index.php>

Review existing master plan(s)

Fee and programming negotiation

- Site Analysis (Not included in this scope)

Master plan analysis

ALTA and topographical survey of the site

Geotechnical evaluation and analysis of the site

Surrounding facility analysis

Comprehensive utility impact and connection fee analysis

Demolition requirements

Fire exiting

Fire and emergency apparatus access

Pedestrian circulation patterns

Vehicular circulation patterns

Parking requirements

Dock and service access

ADA access

Existing landscape assessment

Future landscape considerations

Impact on adjacent neighbors

Comprehensive existing utility and infrastructure evaluation

Infrastructure system evaluation

Water

Irrigation systems

Fire – water flow analysis

Sewer

Power capacity

Data and voice

HVAC systems if applicable

Storm drainage systems

Central heating and air conditioning plant analysis

• Facility Analysis

LEED Silver Standard

DFCM Building Envelope Standard

Summary of spaces

Individual space list

Individual space information (one for each space including building support and “core” spaces)

- Size of space required
- Function and use of space
- Furniture required
- Fixtures required
- Equipment required-fixed
- Equipment required-not fixed
- Power required
- Lighting level
- Hours of operation
- Number of occupants - actual
- Number of occupants - code
- Ceiling height
- Floor finishes
- Ceiling finishes
- Wall finishes
- Special finishes
- Data outlets/locations
- Power outlets/locations
- Voice outlets/locations
- AV outlets/locations
- Acoustical requirements
- AV system requirements
- Space layout requirements
- Items that will be provided by owner (NIC)
- Occupancy group (building code)
- Code considerations

Space affinity diagram

Space stacking diagram

Interior circulation patterns

Massing study/relationships to surrounding buildings

Exterior finish consideration

- Glass systems
- Skin considerations
- Roof systems
- Waterproofing systems
- Entry ways
- Solar gain patterns
- Prevailing winds
- Historic weather patterns
- Service access systems

- Texture, color and materials
- Historical considerations

- Master plan considerations
- Special design considerations

Engineering systems

- Electrical power requirements
- Electrical lighting requirements-interior
- Electrical lighting requirements-exterior
- Structural requirements
- Mechanical requirements
- Plumbing requirements
- Civil requirements
- AV requirements
- Special energy requirements
- Commissioning considerations/requirements
- Acoustical engineering requirements
- Security requirements
- Telecommunication requirements
- Special engineering consideration/requirements

- Project Development Requirements

- Cost estimate-construction (including any demolition and a breakout for AV, telecommunications, and impact/connection costs)
- Cost estimate- project (soft costs including FF&E)
- Costs acquired from the utility companies-utility connection fees
- A project schedule including: design, construction, commissioning, FF&E, and user move-in
- Delivery options analysis
- Case studies – comparisons to similar facilities
- Utilization
- Growth analysis
- Development options
- Conceptual designs
- Phasing studies
- Master plan integration/update

- Deliverables

Programming document

- Acknowledgments
- Table of contents
- Signature approval page
- Executive summary
- Program methodology/program format
- Introduction
- Site considerations
 - Site plan – with proposed stadium – to scale
 - Space considerations/facility analysis
 - Space summary list
 - Individual space lists
 - Individual space diagrams with FF&E
 - Affinity and stacking diagrams

- Building code analysis
- Design considerations
 - Architectural requirements
 - Engineering requirements
 - Special requirements
- Development considerations
 - Project FF&E schedules/costs
 - Project design and construction costs
 - Project development options
 - Project design and construction schedule
 - Case Studies
- Appendix
 - Topographical & ALTA survey with all utilities (Not included in this scope of work)
 - Geotechnical survey (Not included in this scope of work)
 - Water flow analysis (Not included in this scope of work)
 - Special FF&E reference material
 - Master plan
 - Other related documents

Deliverable Formats

- Draft and final document (10 draft; 15 final) – full color, tabbed, single sided, bound hard copies
- Final document also in PDF with linked pages and files (15 CDs)
- The survey and other CAD work shall be furnished and delivered in DWG and PDF format
- Additional Services (Optional)

REIMBURSEMENTS (ON A NOT-TO-EXCEED BASIS)

- Travel/lodging/meals/miscellaneous:

Travel as follows: flights shall be coach on commercial airlines; personnel vehicle use will be reimbursed at \$0.50/mile; and incidental travel (taxi, bus, parking (only for airport long term), and other ground transportation) submit an original receipt for each item (tips for taxi, baggage, etc. are not reimbursable);

Lodging may be booked through the state and will be reimbursed at either the actual cost or \$70/night (the state rate) – whichever is less (tips for baggage, maid service, doormen, etc. are not reimbursable);

Meal per diems are as follows: breakfast - \$9; lunch - \$11; and dinner - \$16 (tips and tax on meals are included in the per diem amount).

Miscellaneous: e.g. express mail, photos, long distance calls. If possible, an original invoice must be submitted for each item.

PROCUREMENT PROCESS

The State of Utah intends to enter into an agreement with a firm to provide professional services as described.

The selection of the firm will be made using a Value Based Selection (VBS) system. The Project Schedule lists the important events, dates, times and locations of meetings and submittals. The terms of the project schedule are hereby incorporated by reference and must be met by the selected firm.

1. Solicitation for Consultant Documents

The Solicitation for Consultant (SFC) documents consist of all of the documents listed in the Table of Contents and all said documents are incorporated in this SFC by reference. The SFC will be available at DFCM per the attached schedule and on the DFCM web site at <http://dfcm.utah.gov>.

2. Contact Information

Except as authorized by the DFCM Representative or as otherwise stated in the SFC or the pre-submittal meeting, communication during the selection process shall be directed to the specified DFCM Representative. In order to maintain the fair and equitable treatment of everyone, Consultants shall not unduly contact or offer gifts or gratuities to DFCM, any Board officer, employee or agent of the State of Utah, users or selection committee members in an effort to influence the selection process or in a manner that gives the appearance of influencing the selection process. This prohibition applies before the SFC is issued, as the project is developed, and extends through the award of an agreement. Failure to comply with this requirement may result in a disqualification in the selection process. Consultants should be aware that selection committee members will be required to certify that they have not been contacted by any of the Consultants in an attempt to influence the selection process.

3. Requests for Information

All requests for information regarding this project shall be in writing and directed to:

Kurt Baxter (DFCM Representative)
Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114
E-mail: kbaxter@utah.gov
Facsimile: 801-538-3267

4. **Project Schedule.**

The Project Schedule lists the important events, dates, times, and locations of meetings and submittals that must be met by the Consultant.

5. **Mandatory Pre-Submittal Meeting**

A mandatory pre-submittal meeting will be held on the date and time and at the location listed on the Project Schedule.

A representative from each interested prime firm is required to attend. During the meeting, a presentation will be made to describe the overall scope of work and intended schedule. Interested firms may ask questions and request clarification about the project and the procurement process.

Subconsultants are invited to attend this meeting but it is not mandatory for them.

THE PRIME FIRMS ABSENCE FROM THE PRE-SUBMITTAL MEETING AND/OR FAILURE TO REGISTER PRECLUDES PARTICIPATION AS A SUBMITTING FIRM ON THIS PROJECT.

6. **Submittal Due Dates and Times**

All required submittals must be delivered to, and be received by, the Division of Facilities Construction and Management previous to the date and time indicated in the Project Schedule. Submittals received after the specified time will not be accepted. Please allow adequate time for delivery. If using a courier service, the submitting firm is responsible for ensuring that delivery will be made directly to the required location. It is your responsibility to allow for the time needed to park on Capitol Hill as recent construction activity has made the parking more difficult. Identification is required to enter the building.

7. **Last Day to Submit Questions**

All questions must be received at the office of DFCM no later than the time and dated listed in the Project Schedule. Questions must be submitted in writing to Kurt Baxter at DFCM.

8. Addendum

All references to questions and requests for clarification will be in writing and issued as addenda to the Solicitation for Consultant Services. The addenda will be posted on DFCM's web site.

Any addenda issued prior to the submittal deadline shall become part of the Solicitation for Consultant Services and any information required shall be included in your submittal.

9. Past Performance and References

As a Consultant completes each DFCM project, DFCM, the contractors and the using agency or institution will evaluate the Consultant. It is the intent of DFCM that this process will be the major source for evaluating past performance.

Consultants shall submit past performance and reference information by the time indicated on the Project Schedule.

For all DFCM projects completed in the last five years identify the project by name, number and DFCM project manager. Each Consultant wishing to compete for this project that has not completed at least three DFCM projects in the last five years, will be required to provide one copy of a list of references on additional similar projects for a total of three projects.

For non-DFCM projects provide the following information:

Point of Contact:	Person who will be able to answer any customer satisfaction questions.
Phone Number:	Phone number of the contact we will be surveying.
User Name:	Name of Company / Institution that purchased the construction work.
Project Name:	Name of the project.
Date Completed:	Date of when the work was completed.
Address:	Street, city and state where the work was performed.
Size:	Size of project in dollars.
Duration:	Duration of the project / construction in months.
Type:	Type of the project (i.e.: School, Offices, Warehouse, etc)

10. Management Plan

Firms will be required to develop and submit a plan demonstrating how they will manage their responsibilities, identifying risks, and how risks will be mitigated. An organization chart showing the roles and responsibilities of all pertinent decision-makers is a required part of the presentation.

Address project specific criteria, risks that have been identified by the SFC and additional risks that the team has identified. State how those risks will be mitigated.

As part of the Management Plan include your proposed project schedule. Indicate critical dates and other information in sufficient detail for the selection committee to determine if the time frames are reasonable.

The Management Plan should be concise yet contain sufficient information for evaluation by the selection committee.

The submitting firm shall provide seven copies of the Management Plan by the time indicated on the Project Schedule.

11. Statements of Qualifications

The submitting firm shall provide seven copies of the Statements of Qualifications by the time indicated on the Project Schedule.

The Statement of Qualifications is a short document that indicates the experience and qualifications of the firm, the project manager and other critical members of the team. It describes what talents their team brings to the project, how their knowledge of the subject will provide benefit to the process, how the team has been successful in the past and how that relates to this project. It should include information on similar projects that have been completed by the firm, project manager and other team members. Include the experience and special qualifications that are applicable to this project and/or are part of the project specific selection criteria.

12. Selection Committee

The Selection Committee may be composed of individuals from DFCM, the User Agency/Institution, and a representative from the design or construction disciplines.

13. Termination or Debarment Certifications

The firm must submit a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. The firm must also certify that neither the firm nor its principals have been terminated during the performance of a contract or withdrew from a contract to avoid termination. If the firm cannot certify these two statements the firm shall submit a written explanation of the circumstances for review by DFCM. Firms are to submit these certifications with their Statement of Qualifications.

14. Interviews

Interviews will be conducted with all firms who have met all of the requirements except as follows. If more than six firms are eligible for interviews, DFCM may convene the selection committee to develop a short list of firms to be invited to interviews. This evaluation will be made using the selection criteria noted below base on the information provided by the past performance/references, performance plan and statement of qualifications.

The purpose of the interview is to allow the firm to present its qualifications, past performance, management plan, schedule and general plan for accomplishing the project. It will also provide an opportunity for the selection committee to seek clarifications from the firm.

The proposed primary project management personnel, including the project manager, should be in attendance. The project manager is the firm's representative who has overall job authority, will be in attendance at all job meetings, and is authorized by the firm to negotiate and sign any and all change orders in the field, if necessary. Unless otherwise noted, the attendance of subconsultants is at the discretion of the firm.

The method of presentation is at the discretion of the firm. The interviews will be held on the date and at the place specified in the Project Schedule.

15. Selection Criteria for VBS Professional Services

The following criteria will be used in ranking each of the teams. The team that is ranked the highest will represent the best value for the state. The criteria are not listed in any priority order. The selection committee will consider all criteria in performing a comprehensive evaluation of the proposal. Weights have been assigned to each criteria in the form of points.

- A. DFCM Past Performance Rating. 15 Points. Each prime firm will be given a past performance rating. The rating will be based first on how well the firm did on past projects with DFCM. If a minimum of three DFCM past performance ratings are not available a rating will be established using any DFCM past performance ratings that are available, supplemented by references supplied by the firm at the time the Management Plans and SOQ are submitted.
- B. Strength of Team. 25 Points Based on the statements of qualifications, the interview, and management plan, the selection team shall evaluate the expertise and experience of the team and the project lead as it relates to this project in size, complexity, quality, duration, etc. Consideration will also be given to the strength brought to the team by critical consultants including how they were selected and the success the team has had in the past in similar projects.
- C. Project Management Approach. 25 Points Based on the information provided in the statements of qualifications, the management plan and information presented in the interview the selection team shall evaluate how each team has planned to approach the project. The selection team will also evaluate the degree to which risks to the success of the project have been identified and a reasonable solution has been presented.
- D. Schedule. 15 Points The Consultant's schedule will be evaluated as to how well it meets the objectives of the project. Unless other objectives are stated the shorter the duration that is evaluated to be feasible while achieving an appropriate design is preferred. The Consultant shall discuss during the interview the project schedule identifying major work items with start and stop dates that are realistic and critical subconsultants and if they have reviewed and agree to the schedule. The completion dates shown on the schedule will be used in the contract.

The following criteria are project specific. They are added to the above criteria in determining the selection that represents the best value for the state.

- E. Project Specific Experience. 20 Points The Consultant's project specific experience will be evaluated as to the extent of background with prison design and programming. Also, the experience of the team as it relates to large scale prison developments.

TOTAL POSSIBLE POINTS: 100 POINTS

16. Fee Negotiation

Following selection of a Consultant by the Selection Committee and prior to the award of the agreement, DFCM will negotiate the final agreement fee with the selected firm. Should the DFCM be unable to agree to a satisfactory contract with the top ranked firm at a price that DFCM

determines to be fair and reasonable to the State, discussions with that firm shall be formally terminated. Negotiations will then be undertaken with the second ranked firm.

This process will be repeated until an agreement is reached or DFCM determines that it is in the best interest of the State to initiate a new selection process.

17. Form of Agreement

At the conclusion of negotiations, the selected Consultant will be required to enter into an agreement using the attached form of the Professional Services Agreement.

18. Licensure

The Consultant shall comply with and require its subconsultants to comply with the license laws of the State of Utah.



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES
Division of Facilities Construction and Management

DFCM

PROJECT SCHEDULE

PROJECT NAME:
DFCM PROJECT NO.

Event	Day	Date	Time	Place
Solicitation for Consultant Available	Thursday	2-3-2011	4:00PM	DFCM 4110 State Office Bldg SLC, UT and the DFCM web site*
Mandatory Pre-submittal Meeting	Tuesday	2-15-2011	10:00AM	DFCM 4110 State Office Bldg SLC, UT 84114
Last Day to Submit Questions	Tuesday	2-22-2011	4:00PM	<i>Kurt Baxter</i> – DFCM E-mail: kbaxter@utah.gov Fax 801-538-3267
Addendum Deadline (exception for bid delays)	Thursday	2-24-2011	4:00PM	DFCM web site *
Management Plans, References, Statements of Qualifications, and Termination/Debarment Certifications Due	Tuesday	3-1-2011	12:00 NOON	DFCM 4110 State Office Bldg SLC, UT 84114
Short Listing by Selection Committee, if applicable.	Thursday	3-3-2011	4:00PM	DFCM web site *
Interviews	Thursday	3-10-2011	TBA	DFCM 4110 State Office Bldg SLC, UT 84114
Announcement	Monday	3-14-2011	4:00PM	DFCM web site * and by fax
Contract Start (estimated)		3-28-2011		
Requested Program Completion		9-15-2011		

* DFCM's web site address is <http://dfcm.utah.gov>.

Consultant from time to time as the work progresses, but not more than once each month after the date of the notice to proceed, and only upon receipt of an invoice containing sufficient detail to justify the amount of payment requested. Payment shall be made within thirty (30) days of the DFCM's receipt of the Consultant's invoice except that this requirement shall not apply to any amount: (a) for which the Consultant's invoice does not provide sufficient detail to demonstrate is due, (b) that the DFCM disputes is due under the terms of the Agreement, or (c) reasonably withheld by the DFCM to cover any default or failure to perform by the Consultant. The DFCM shall provide written notice to the Consultant of any adjustment to or rejection of Consultant's invoice.

3.3 Except as otherwise provided by law, if any payment is late based upon the provisions of this Agreement, the Consultant shall be paid interest in an amount equal to the published Wall Street Journal prime rate plus 2%. The published Wall Street Journal Prime Rate shall be determined using such rate that is published closest to the 1st of the month for each month of the late period. The amount of payment of interest shall be apportioned using such rate(s) for the late period.

3.4 The acceptance by the Consultant of final payment without a written protest filed with DFCM within three (3) calendar days of receipt of final payment, shall release the DFCM from all claims and all liability to the Consultant for fees and costs of the performance of the services pursuant to this Agreement.

ARTICLE 4. CHANGES IN WORK. Any changes in the scope of the services to be performed under this Agreement shall be in the form of a written modification to this Agreement, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments resulting therefrom, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.

ARTICLE 5. CAD REQUIREMENTS. The Consultant shall follow the requirements, as applicable, of the DFCM CAD requirements provided in the DFCM Design Manual for any submissions.

ARTICLE 6. DOCUMENT OWNERSHIP. All work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, comments and any and all documents supplied to or produced by Consultant under this Agreement are the property of the DFCM, whether the work for which they are made is executed or not. Said documents and the information contained therein are the exclusive property of the DFCM and are not to be used by Consultant on any other projects with any other parties except by the advance written agreement of the DFCM.

ARTICLE 7. LEGAL RELATIONSHIP.

7.1 **Independent Contractor.** This Agreement is for the performance of services and not the sale of goods, and is to be construed according to the laws of the State of Utah. Consultant's relationship to the State is that of an independent contractor. No partner or employee of Consultant shall, by reason of this Agreement, become an employee of the State of Utah.

7.2 **No Authority to Bind State; Exceptions.** The Consultant shall have no authorization, expressed or implied, to bind the State of Utah, or the Division of Facilities Construction and Management to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for the State of Utah or DFCM, except as specifically set forth in this Agreement.

ARTICLE 8. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

ARTICLE 9. TERMINATION BY CONSULTANT. This Agreement may be terminated by Consultant upon seven (7) calendar days written notice should the DFCM fail substantially to perform, through no fault of the Consultant and the DFCM has failed to cure the failure to perform within fourteen (14) calendar days of the DFCM's receipt of written notice of its failure to perform. Upon termination of this Agreement, the Consultant shall deliver all work performed to the DFCM. In the event of such termination, the Consultant shall be compensated

for services properly performed under this Agreement up to date of the notice of termination. The Consultant agrees that in the event of such termination for default and such default is not successfully challenged by DFCM, its total remedy and monetary recovery from the DFCM is limited to full payment for all work properly performed, reimbursables, under this Agreement up to the date of termination as well as any reasonable monies owed as a result of the Consultant having to terminate contracts necessarily entered into by the Consultant pursuant to this Agreement. Consultant further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, comments and any and all documents produced by Consultant under this Agreement up to the date of termination are the property of the DFCM.

ARTICLE 10. TERMINATION BY DFCM.

The performance of service under this Agreement may be terminated by the DFCM in whole or in part at any time, whenever the DFCM shall determine that such termination is in the best interest of the DFCM. This includes any termination by DFCM for convenience or for cause. Any such termination shall be effected by delivery to Consultant of a written notice of termination specifying the extent to which performance of work under this Agreement is terminated and the date upon which such termination becomes effective. The Consultant agrees that in the event of such termination, its total remedy and monetary recovery from the DFCM is limited to full payment for all work properly performed, plus reimbursables, under this Agreement up to date of termination. Consultant further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, comments and any and all documents produced by Consultant under this Agreement up to the date of termination are the property of the DFCM.

ARTICLE 11. HOLD HARMLESS

REQUIREMENT. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and save harmless the State of Utah, the Division of Facilities Construction and Management, their officers, agents and employees and anyone for whom DFCM may be held liable from and against any and all claims, damages or liabilities arising

from wrongful or negligent acts, errors or omissions of the Consultant, any of Consultant's subconsultants or subcontractors at any tier and anyone for whom Consultant may be liable.

ARTICLE 12. PRELIMINARY RESOLUTION EFFORTS, CLAIMS AND DISPUTES; GENERAL CONDITIONS REQUIREMENTS APPLY.

12.1 General Conditions Requirements Apply. The provisions of Articles 7.7 through and including 7.14 of the DFCM General Conditions dated May 25, 2005 and Supplemental General Conditions are on file with the DFCM as well as available on the DFCM website at (<http://dfcm.utah.gov/StdDocs/index.html>) and hereby incorporated by reference shall apply to Preliminary Resolution Efforts, Claims and Disputes under this Agreement. References in said Articles 7.7 through and including 7.14 to the term "Contractor" and "Subcontractor" shall refer to the Consultant and Subconsultants or Subcontracts at any tier under this Agreement, respectively. Unless inconsistent with the provisions of this Agreement, definitions in the DFCM General Conditions and Supplemental General Conditions shall apply to this Agreement.

12.2 Time For Filing.

Notwithstanding paragraph 12.1 above, the PRE must be filed in writing with the DFCM Representative within twenty-one (21) days of any of the following:

1. Issuance of a denial by DFCM of a Consultant request for additional monies or other relief under this Agreement;
2. In the case of a Subconsultant, after the expiration of the time period for the Consultant/ Subconsultant PRE process under Paragraph 7.7.5 of DFCM General Conditions; or
3. When the Consultant knows or should have known about any other issue where the Consultant seeks additional monies, time or other relief from the State of Utah or DFCM.

12.3 Not Limit DFCM Rights. As stated in Rule R23-26-1(6), this does not limit the right of DFCM to have any of its issues, disputes or claims considered. DFCM reserves all rights to pursue its

issues, disputes or claims in law or equity including, but not limited to, any or all of the following: damages, delay damages and impacts, losses, liability, patent or latent defects, or failure to perform under this Agreement. If the Director appoints an expert or a panel to consider any such issue(s), dispute(s) or claims(s) of DFCM, the Consultant shall cooperate with such expert or panel process.

ARTICLE 13. INSURANCE. To protect against liability, loss and/or expense in connection with the performance of services described under this Agreement, the Consultant shall obtain and maintain in force during the entire period of this Agreement without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah. The following are minimum coverages that may be supplemented by additional requirements contained in Solicitation for Consultant Services or any other document used to procure Consultant's services.

13.1 Worker's Compensation

Insurance and Employers' Liability Insurance. Worker's Compensation Insurance shall cover full liability under the Worker's Compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction. Employer's Liability Insurance shall provide the following limits of liability: \$100,000 for each accident; \$500,000 for Disease-Policy Limit; and \$100,000 for Disease-Each Employee.

13.2 Commercial General Liability Insurance. Commercial General Liability Insurance shall be on an "occurrence basis" and shall include insurance for premises and operations, independent contractors, projects/completed operations, and contractual liability coverage with limits not less than listed below. The State of Utah shall be named as an insured party, as primary coverage and not contributing, and the policy shall be endorsed to include a waiver of subrogation in favor of the State of Utah.

\$1,000,000	General Aggregate
\$1,000,000	Products-Completed Operations Aggregate
\$500,000	Personal and Advertising Injury
\$500,000	Each Occurrence

13.3 Other Insurance Coverages. Consultant shall maintain the following insurance at

levels Consultant determines: Professional Liability Insurance (an Attachment to this Agreement may be more specific in regard to Professional Liability Insurance), Comprehensive Automobile Liability Insurance, Valuable Papers and Records Coverage and Electronic Data Processing (Data and Media) Coverage, and Aircraft Use. Any minimum requirements for these insurance coverages will be identified in the Solicitation for Consultant Services or any other document used to procure Consultant's services. Any type of insurance or any increase of limits of liability not described in this Agreement which the Consultant requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility and at its own expense.

13.4 The carrying of insurance required by this Agreement shall not be interpreted as relieving the Consultant of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation or order.

ARTICLE 14. STANDARD OF CARE. The services of Consultant and its Subconsultants, if any, shall be performed in accordance with and judged solely by the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services on projects similar in type, magnitude and complexity to the Project that is the subject of this Agreement. The Consultant shall be liable to the DFCM or the State of Utah for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. a Contractor claim against DFCM or the State of Utah), to the extent caused by errors or omissions that do not meet this standard of care.

ARTICLE 15. USE OF "SALES AGENTS." The Consultant warrants that no sales agent has been employed or retained except as indicated in writing to DFCM.

ARTICLE 16. LAWS, CODES AND REGULATIONS. Consultant and its Subconsultants shall use their best efforts consistent with the Standard of Care stated herein to comply with all applicable laws, codes, rules, regulations, ordinances and quality requirements applicable to the Project.

ARTICLE 17. DFCM REVIEWS, LIMITATIONS. The right of the DFCM or any entity/user to perform plan checks, plan reviews,

other reviews and/or comment upon the work of the Consultant, as well as any approval by the DFCM, shall not be construed as relieving the Consultant from its professional and legal responsibility for services required under this Agreement. No review by the DFCM or any entity/user, approval or acceptance, or payment for any of the services required under this Agreement shall be construed to operate as a waiver by the DFCM of any right under this Agreement or of any cause of action arising out of the performance or nonperformance of this Agreement, and the Consultant shall be and remain liable to the DFCM in accordance with applicable law for all damages to the DFCM caused by the Consultant's acts, errors and/or omissions.

ARTICLE 18. DISCRIMINATION AND SEXUAL HARASSMENT PROHIBITED.

Pursuant to the laws of the State of Utah, the Consultant, or any person acting on behalf thereof, will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, ancestry or national origin. To the extent applicable, said persons will comply with all provisions of Executive Order No. 11246 dated September 24, 1965 and rules, regulations, orders, instructions, designations and other directives promulgated pursuant thereto. The Consultant, or anyone for whose act the Consultant may be liable, shall not act in any manner as would violate the laws, regulations and policies of the United States or the State of Utah prohibiting sexual harassment.

ARTICLE 19. PERFORMANCE

EVALUATION. DFCM may conduct a performance evaluation of the Consultant's services, including specific personnel of Consultant or any Subconsultant at any time. Results of any evaluation will be made available to the Consultant.

ARTICLE 20. STATUTE OF LIMITATION AND STATUTE OF REPOSE.

An action by or against the Consultant, the Consultant's Subconsultant, agent, independent Subconsultant, or anyone for whom the Consultant may be liable, shall comply with and be bound by the applicable and lawful statute of limitation and statute of repose provisions. Notwithstanding this, any action by or against the Consultant, the Consultant's Subconsultant, agent, independent Subconsultant, or anyone for whom the Consultant may be liable, that is based in contract or warranty shall be commenced within six (6) years of the date of substantial

completion of the improvement or abandonment of construction except that such period of limitation shall be modified as follows:

20.1 Fraudulent Concealment. In the event that the Consultant, the Consultant's Subconsultant, agent, independent Subconsultant, or anyone for whom the Consultant may be liable has fraudulently concealed the act, error, omission or breach of duty, or the injury, damage or other loss caused by the act, error, omission or breach of duty, the six year period shall not begin to run until such time as the DFCM discovers or, through the exercise of reasonable diligence, should have discovered its claim.

20.2 Willful and Intentional. In the event that the Consultant, the Consultant's Subconsultant, agent, independent Subconsultant, or anyone for whom the Consultant may be liable commits a willful or intentional act, error, omission, or breach of duty, the six year period shall not begin to run until such time as the DFCM discovers or, through the exercise of reasonable diligence, should have discovered its claim.

20.3 Unintentional and Nonfraudulent Latent Acts, Errors, Omissions or Breaches of Duty. In the event of an unintentional and nonfraudulent latent act, error, omission or breach of duty, the DFCM shall have the time period allowed by Utah law and the Utah Code, unless a longer period is provided for in an attachment to this Agreement.

20.4 "Different Period of Limitation" from Utah Code. These provisions are understood and agreed to by the Consultant as establishing a "different period of limitations" as that term is used in UCA 78-12-21.5(3)(a) or any other similar statute of the Utah Code. These provisions are not intended to shorten any time period allowed by Utah law and code for non-contract actions, including but not limited to, those based in tort.

ARTICLE 21. WAIVERS. No waiver by the DFCM or Consultant of any default shall constitute a waiver of the same default at a later time or of a different default.

ARTICLE 22. APPLICABLE LAW AND VENUE. This Agreement shall be construed in accordance with the laws of the State of Utah.

Venue for any legal proceeding regarding this Agreement shall in the Salt Lake County, State of Utah.

ARTICLE 23. AUTHORITY TO EXECUTE.

The Consultant and DFCM each represent that the execution of this Agreement and the performance thereunder is within their respective duly authorized powers.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the day and year first above written.

CONSULTANT: _____

Signature _____ Date _____

Title: _____

State of _____)

County of _____)

Please type/print name clearly

On this ____ day of _____, 20 ____, personally appeared before me, _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he (she) is the _____ (title or office) of the firm and that said document was signed by him (her) in behalf of said firm.

Notary Public

(SEAL)

My Commission Expires _____

APPROVED AS TO FORM:
ATTORNEY GENERAL
July 1, 2010
By: ALAN S. BACHMAN
Asst Attorney General

**DIVISION OF FACILITIES CONSTRUCTION
AND MANAGEMENT**

Lynn A. Hinrichs _____ Date _____
Assistant Director Construction Management

Approved for expenditure:

Approved as to availability of funds:

Division of Finance _____ Date _____

David D. Williams, Jr. _____ Date _____
DFCM Administrative Services Director

EXHIBITS:

- "A" - Solicitation for Consultant Services
- "B" - if attached by DFCM. This may also include specific Professional Liability Insurance requirements including aggregate and per occurrence requirements.



Advisory Committee Meeting

Thursday, January 5th 2012
9:00am to 11:00pm
Capitol Board Room 240

Approved
Meeting Minutes
***No Audio Minutes**

Call to Order – Gregg Buxton, Acting Chair and Director of Utah Division of Construction and Facilities Management

Welcome and Introductions –Gregg Buxton
Introductions of all Committee Members:

Present: Acting Chariman Gregg Buxton, Rep. Brad Daw, Rep. Brad Wilson, Larry Ellertson, Jeff Hartley, Spencer Eccles, Darrell Smith, Tom Patterson, John Bennett.

Excused: Sen. Scott Jenkins, Sen. Dan Thatcher

Staff: Dave Walsh, Shannon Simonsen

Tom Patterson made motion to make Gregg Buxton Chairman of Committee
John Bennett seconded it. It was unanimously passed.

Review Statutory Charge and Overview of Assignments

Reviewed "Prison Relocation and Development Authority Act".
The committee needs to establish what is the end goal.
The goal is to think out of the box about ways that relocation might be possible.

Review findings from earlier studies to relocate prison

In previous studies, private prison operators were not allowed to weigh in on the process. The prison population is expected to reach its maximum capacity in 2015. Currently there are 4000, beds at the Draper state prison. When the state prison was relocated from Sugarhouse to its current Draper location in the 1950's it was considered to be "out of the path of progress". We may need to expand and take out additional contracts with county jail facilities to find out how many beds are available in county prisons statewide. Committee needs to look and compare relevant cost studies. Complete an evaluation and study about the feasibility of relocating the Utah State Prison.

Questions to consider-

Does Draper City have an opinion of what the land will/should be used for?

What is the intended use or a multi use? Are there any political intentions? Public comment will be needed.

Does the existence of the prison affect companies that want to relocate to Utah?

Future development in Draper could bring jobs, medical center, stadiums, etc.

What is the master plan? What is important as we look ahead 50 years?

What are the natural resource areas that need to be kept in mind (ie: bird refuge, narrows, etc.) to maintain the quality of life which makes Utah so appealing.

Will leasing be considered? Do statutes allow for this?

What are the geographic issues, seismic issues, and other land issues that need to be taken into consideration?

Review sample request information. Establish time frames

Chairman Buxton will put together a document together outlining all the principles regarding RFP's.

Under statute, meetings can continue until July 1st, 2014, at which time the statute is repealed.

Committee needs to establish a time frame and guiding principles to make the best use of everyone's time and capabilities.

Other Business

A media representative needs to be appointed for the group at the next meeting.

Plan of Action and Future Meetings

Proposal to meet every 2 weeks beginning on Friday, January 27, 2012 at 8 am. Initial meetings will be used to draft RFP's before they go into the mandatory bid period.

Committee members request electronic copies of the materials.

Meeting adjourned at 10:35

