



STATE OF UTAH
Prison Relocation Authority Committee

AGENDA

Prison Relocation Authority Committee Meeting

Friday, April 20, 2012

8:00am to 9:30 a.m.
Capitol Board Room 240

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

8:05 am - Discussion and approval of March 16, 2012 minutes

8:10 am- Report from Tom Patterson on prison transports and number of inmates in Draper facilities

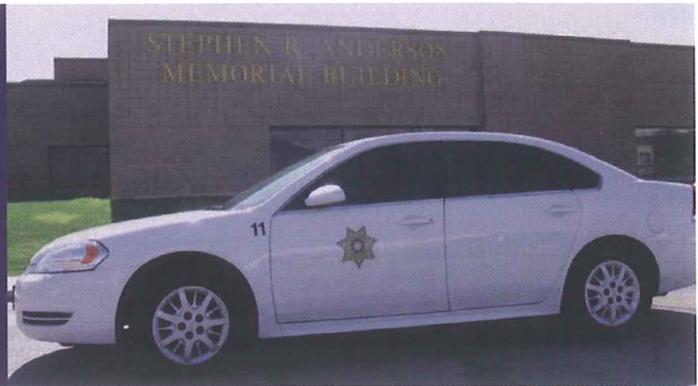
8:20 am- Report from Jeff Hartley regarding Wikstrom Study findings

8:30 am – Committee Begins draft of RFP

9:25 am - Other Business

UTAH DEPARTMENT OF CORRECTIONS INMATE TRANSPORTATION INFORMATION

APRIL 20, 2012



Volume of Inmate Transportation

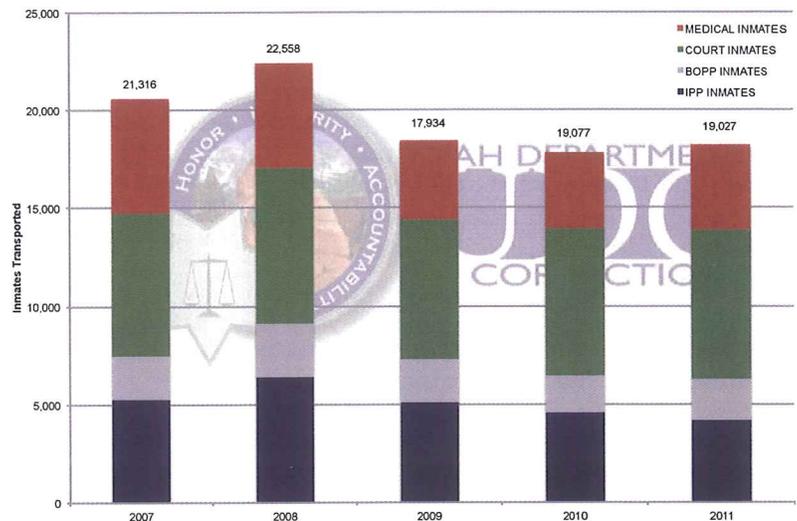
The Department of Corrections is responsible for transporting prison inmates for a number of purposes.

Among these various transport types, between 19,000 and 21,000 inmate transports occur per year. The department has worked with its partners to access and better use technology to minimize these transports. This is primarily through the use of video hearings (courts and the Board), as well as tele-medicine with the University Medical Center.

All inmate transports off-property require a MINIMUM of two officers. Additional considerations, such as offender level, status and vehicle type, may increase the number of staff involved in the transportation.

Annual Transportation Miles

However, even with these improvements, due to the increasing inmate population and more remote location for many of the contract county jails, the total number



- ~ IPP Inmate Transports: Movement of inmates to and from various contract county jails
- ~ Board of Pardon's and Parole (BOPP) Inmate Transports: Movement of inmates to the location where the Board will be conducting a hearing
- ~ Court Inmate Transports: Movement of inmates to court locations for various court hearings
- ~ Medical Inmate Transports: Movement of inmates to medical facilities for care



of inmates transported and total annual miles driven for inmate transportation have remained relatively consistent.

The number of transportation staff needed is directly related to the miles traveled and duration of the appointment. The adjacent chart shows a marginal decrease in total miles driven over the past several years. However, even though the department has conducted more business electronically during the last few years, the change in miles driven has not decreased dramatically. Moving inmates to counties such as Garfield, Kane, and Daggett necessitate long-mileage transports.

UTAH DEPARTMENT OF CORRECTIONS
DRAPER PRISON HOUSING UNIT LIFE CYCLE

APRIL 20, 2012



Prison Facility Life Cycle

The table on the right lists the inmate housing units located at the Draper prison site. For each housing unit, the department has provided the name of the housing unit, the unit's building life, years remaining in its life cycle, the year it was built, material used in construction and the housing unit's capacity.

The Draper prison site is divided between what the department calls North Point and South Point.

South Point includes the Wasatch facilities (the first housing units constructed at the Draper site), the Uintas, Oquirrh, and the Special Services Dorm (SSD), which houses the sex offender treatment program.

North Point includes Timpanogos (female inmate housing), Olympus (mentally ill offenders), Promontory (substance abuse treatment) and Lone Peak.

Overall, four of the initial Draper housing units have reached beyond their intended life cycle of 60 years. The four housing units combine to provide 698, or 17.4%, of the Draper prison site capacity.

The average number of years remaining in the life cycle of the housing units at South Point is 22.1 years, and the average number of years remaining in the life cycle of the housing units at North Point is 31.1 years. The average number of years remaining in the life cycle of all housing units at the Draper prison site is 24.7 years.

As the table indicates, there are a total of 122 building structures located at the Draper site. Of these, 24 are the inmate housing units identified in the table. The remaining structures are support buildings including the warehouses, laundry, towers, and administrative buildings.

	Building Life	Years Remain	Year Built	Material	Capacity
South Point					
Average Years Remaining in Building Life: 22.1 Years					
Wasatch A-Block	60	(1)	1951	Concrete	286
Wasatch B-Block	60	(1)	1951	Concrete	192
Wasatch B-North Block	60	(1)	1951	Concrete	28
Wasatch C-Block	60	25	1977	Concrete	68
Wasatch D-Block	60	(1)	1951	Concrete	192
Wasatch Infirmary	60	24	1976	Concrete	20
Uinta I (Maximum)	60	35	1987	CMU Block	96
Uinta II	60	46	1998	CMU Block	192
Uinta III	60	35	1987	CMU Block	192
Uinta IV	60	46	1998	Concrete	192
Uinta V (R&O)	60	16	1968	Concrete	122
Oquirrh 1	60	35	1987	CMU Block	144
Oquirrh 2	60	35	1987	CMU Block	144
Oquirrh 3	60	35	1987	CMU Block	144
Oquirrh 4	60	35	1987	CMU Block	144
Oquirrh V Dorms	50	5	1967	CMU Block	280
SSD (Special Services Dorm)	60	7	1959	CMU Block	135
South Point Total Capacity					2,571
North Point					
Average Years Remaining in Building Life: 31.1 Years					
Timpanogos Star 1	60	31	1983	CMU Block	143
Timpanogos Star 2	60	31	1983	CMU Block	143
Timpanogos Star 3	60	31	1983	CMU Block	138
Timpanogos Star 4	60	31	1983	CMU Block	143
Olympus (Forensics)	60	33	1985	CMU Block	168
Promontory Facility	60	43	1995	CMU Block	400
Lone Peak	30	18	2000	Steel	300
North Point Total Capacity					1,435
GRAND TOTAL DRAPER CAPACITY					4,006
Average Years Remaining in Building Life North Point and South Point Combined					24.7
Housing Units at Draper Site	23				
Support Buildings at Draper Site*	99				
Total Buildings at Draper Site	122				

*Note: Support buildings examples would include warehouses, storage, laundry, towers, and administrative buildings



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

Solicitation for **Programming** Services

Value Based Selection Method

DRAFT

(DATE)

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 _____ 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 _____, DFCM, at _____. No others are to be contacted regarding this solicitation.

A MANDATORY pre-submittal meeting will be held at **10:00 AM on _____** 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/drapperprison/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.



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 [REDACTED] 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				DFCM 4110 State Office Bldg SLC, UT and the DFCM web site*
Mandatory Pre-submittal Meeting				DFCM 4110 State Office Bldg SLC, UT 84114
Last Day to Submit Questions				_____ – DFCM E-mail: _____ Fax _____
Addendum Deadline (exception for bid delays)				DFCM web site *
Management Plans, References, Statements of Qualifications, and Termination/Debarment Certifications Due				DFCM 4110 State Office Bldg SLC, UT 84114
Short Listing by Selection Committee, if applicable.				DFCM web site *
Interviews				DFCM 4110 State Office Bldg SLC, UT 84114
Announcement				DFCM web site * and by fax
Contract Start (estimated)				
Requested Program Completion				

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

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 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.

Prison Relocation Committee – Approved

Committee	Prison Relocation Committee
Date	Friday, March, 16 2012
Time	8:00 a.m. – 9:30 a.m.
Location	State Capitol Building, Capitol Board Room
Members Present	Sen. Scott Jenkins, Sen. Dan Thatcher, Rep. Brad Daw, Larry Ellertson, Mayor Darrell Smith, Tom Patterson, Gregg Buxton, Chairman, Jeff Hartley, John Bennett, GOPB, Spencer Eccles, GOED, Rep. Brad Wilson
Members Excused	
Staff	Dave Walsh, Shannon Simonsen
Visitors	Tom Mabey, Sahara, Inc ; Mike Sibbett, Captus Global
Agenda Item	Welcome and Approval of Minutes
Notes	<p>Chairman Gregg Buxton called the meeting to order. An attendance roll was passed around to gather updated email and phone numbers.</p> <p>John Bennett made the motion to approve the March 16, 2012 minutes. Tom Patterson seconded the motion which passed unanimously.</p>
Agenda Item	Report from Tom Patterson on prison transports and number of inmates in Draper facilities
Notes	<p>Gregg Buxton asked for comments regarding the presentation made at the last meeting regarding the Wikstrom Study Power Point Presentation. He requested that Shannon follow through to make sure everyone receives a copy of the presentation.</p> <p>Mayor Smith and Sen. Jenkins both indicated that they could not see any major problems with the Wikstrom study. It appears that the Rush Valley site in Tooele County was selected as the best site for the prison relocation because it was close enough to a large population base and would have adequate emergency and law enforcement backup.</p> <p>Gregg Buxton stated that the new request for proposal to relocate the prison will be able to make improvements to past studies. At the present time he is aware of at least three groups that have interest in submitting a bid for the prison relocation project. The state could choose to either lease the new facility for 30 years from the firm that builds the new prison or could own the facility outright. It might also be possible to keep the prison where it is and build additional beds at the Draper site and improve the efficiency of the prison. If you move the prison somewhere else it is going to cost the state approximately \$600 million. You would also need to calculate the estimated life of the current buildings at the Draper site.</p> <p>Tom Patterson stated that many of the buildings at the Draper site have between 15 and 20 years of life left. There is also a geothermal well at the prison which reduces costs at the present site. If the prison is moved you lose some of the geothermal savings but you should be able to regain these savings by having a more modern and efficient prison operation on a new site.</p>

Mayor Smith stated that if we decide that the Rush Valley location is the best site for a new prison than we need to look at purchasing the land and take it off the market. Mayor Smith favors moving the prison away from Draper.

Gregg Buxton stated that the legislature would have to make the decision to authorize the purchase of land. Part of the land is SITLA land and would require additional work not to mention it would be a legislative issue. One option might be to slowly move the prison to another site as the buildings at the Draper site become out of date and not useable? Can some of the startup of building a new prison be done without disturbing the current prison and its function? We don't want to miss out on the development that could come to Draper. Sen. Jenkins stated that it would give us time to plan and prepare for moving the prison

Gregg Buxton also mentioned that the executive branch may also choose to make a plan on relocating the prison. Corrections could offer a plan showing what they would do with the current prison. We not only need to be sensitive to the current community of Draper but we need to be aware of opposition we may face in moving the prison to Tooele or any other community where the prison could be relocated.

Jeff Hartley stated that there were some questions about the initial Wikstrom Study after the fact? None of the other committee members were aware of any concerns regarding the study. Jeff is going to contact Neil Ashdown, former Chief of Staff for Governor Huntsman, to see if he knew of any concerns regarding the Wikstrom Study. Jeff mentioned that the City of Draper had a question whether the land was valued correctly. The Draper city at the time of the study felt like the Draper land was valued too low. Since the Wikstrom study was conducted the value of the prison property has been reduced based on current economic market.

Sen. Jenkins asked if we could contact SITLA and ask them if they have any land or suggestions regarding possible places to site a prison. We could give them a list of things we need and see if they have any land or property that would fit our needs.

Gregg Buxton commented that the price of the property could go up if SILTA knows what we are looking for a possible site to relocate the prison. If it is SITLA property it will be sold at a premium. Maybe we could borrow against the money in the SITLA account and then pay it back to the SITLA account. I don't know if it can be statutorily done but UDOT is going forward in borrowing money from the state so it might be a real possibility. We need to decide if those parties that are interested in submitting a proposal are allowed to negotiate with SITLA or if that should be the responsibility of the state to do negotiations?

Accessibility should be our driving factor in choosing a location. Such things as access to hospitals, law-enforcement, electricity, sewer, power all need to be considered. Rush Valley was selected as the best site because it is 50 minutes from Point of the Mountain to Rush Valley. If the Rush Valley location is selected it would add about 30 to 50 minutes on average to the commute time for staff. Anything further away than Rush Valley would require significant changes in the ability to staff a prison.

Tom Patterson stated that the problem in making Gunnison the primary prison would be the lack of an adequate population base for recruiting as well as access to health care



and hospitals.

Dave Walsh stated that only the Draper prison is being considered for relocation. The Gunnison prison is about 20 years old.

Tom Patterson gave an overview of the age and the capacity of the different buildings at the Draper prison. Unita was built in 1988, has 800 beds and has an expected life of 30-35 years remaining. Promontory was built in 1998, has 400 beds, and has an expected life of 30 additional years. Timpanogos was built in 1986 and has 600 beds. The average annual growth rate for women inmates' is 10-15 more each year. Some women inmates are housed in Utah and Wasatch County. The overall annual growth rate for the prison system statewide is 144 new inmates. The state is expanding contracts with county jails to handle the growth in inmate population. Kane County has up to 200 beds available. Dave Walsh stated that the new Tooele County jail is going to provide contract beds for the federal government.

Tom Patterson pointed out that in order for a county to contract with Corrections to house inmates the legislature must pass a joint resolution. Kane County received approval several years ago to house state inmates. Kane county currently has 200 jail beds available to house state inmate. During the 2012 General Session there was no talk about future prison expansion at Gunnison. The Governor did not include any building projects in his budget proposal.

Sen. Jenkins commented that medical and transportation needs seem to be the driving factors in picking a new prison location. Are there ways of thinking outside of the box? Could the prison buy a helicopter for transportation to use for life flight or could they use the highway patrol's helicopter?

Tom Patterson indicated that they use an air flight from Gunnison about 4-6 times a year. Every day the Draper prison makes 15 medical transports to the University of Utah Medical Center. Two correctional officers accompany the inmate. These transports do not include daily transports for court appearances. Efforts are made to use video connection with courts so the number of trips taken each day for court appearance can be reduced. Tom will get a list of the number of transports year to date and the breakdown of the purpose of the transports. He will also get the number of inmates housed in each building along with the date of construction and the average length of incarceration.

The Wikstrom study indicated the state will spend approximately \$10.7 Million Dollars in additional transportation cost if the prison is relocated. This amount could rise in the future depending on the location of the prison.

Sen. Jenkins asked if the Gunnison Hospital could be expanded to prepare a larger prison population in Gunnison. He also asked what the distance is from Rush Valley to the Tooele hospital. It is 10 miles away. This could possibly relieve the amount of trips or the distance needed to transport prison inmates for medical care.

The expense of shutting down and opening new facility is huge. Would it be better to have a slow transition? Maybe you could have a 10-20-30 relocation process. The state could build the facility as needed. That's when the developers set a timeline and we decide whether it works for all interested parties. Tom Patterson stated that this approach would



	<p>probably produce some inefficiency on both sides. Would it be worth it?</p> <p>Gregg Buxton commented that we need to take into account new growth to the inmate population. We are still putting money into new buildings on the Draper site. Currently we are using less than half of the prison property. A lot of the prison land is being used for agriculture.</p>
Agenda Item	Report from Jeff Hartley regarding Wikstrom Study findings
Notes	
Agenda Item	Committee Begins draft of RFP
Notes	<p>Alan, AG: We need to be careful that anybody who submits a proposal is on a equal playing field. Handouts that are public need to go on the website as well as the audio recordings. Risk management issues. PPA-public purchasing agreement. Hired a consultant. Is there another state or county that has built a new prison and were there consultants involved in finding the best option? They may want to be involved in the RFP process.</p> <p>We need to figure out what are we look for, the least impact? What does a "win" look like for the state of Utah? What is the impact on the state tax payers of Utah? Is it worth 900 million dollars? A weight needs to be applied to all items and prioritize.</p> <p>sen Jenkins: it comes down to a few things relocation of prison and value of the property. Sell the land and let cities develop and zone as appropriate.</p> <p>Site visit requested...mostly the property. And all state properties in th eared. If we change the prision it's going to affect the property around it.</p> <p>what is Goed seeing in businesses surrounding that area...eBay?</p> <p>and view proposed property and new jail In tooele.</p> <p>how much of the 700 acres is in bluff dale vs draper.</p> <p>is the conservation easement for native Americans included? No</p> <p>we need to weight the values of what's needed or intended with this issue.</p> <p>3 things and competitions ideas.</p> <p>how much. Is it going to const directly an dhow long will it take to regain cost?</p> <p>is now the right time to do this?</p> <p>evaluation of geo thermal well an dhow it might help future developments.</p> <p>take into account the growth that is happening to Utah.</p> <p>is the site being proposed that is going to be surrounded by urban development in 20-30 years.</p>
Next Meeting	The next meeting is scheduled for Friday, May 11, 2012, 7:00 a.m. We will be touring the current prison site as well as traveling to

Minutes prepared by Shannon Simonsen – Administrative Assistant, GOPB

