



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

**STANDARD LOW BID PROJECT – INVITATIONAL
Project Budgets \$50,000 - \$100,000**

November 5, 2007

**FARMINGTON COURT SECURITY UPGRADE
ADMINISTRATIVE OFFICE OF THE COURTS
FARMINGTON, UTAH**

DFCM Project Number 07206150

Spectrum Engineers
175 South Main Street, Suite 300
Salt Lake City Utah
84111

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Current copies of the following documents are hereby made part of these contract documents by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov> or are available upon request from DFCM.

DFCM General Conditions dated May 25, 2005.

DFCM Application and Certification for Payment dated May 25, 2005.

Technical Specifications :

Drawings:

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>

INVITATION TO BID

Only firms that have been invited to submit bids on this project are allowed to bid on this project.

Sealed bids will be received by the Division of Facilities Construction and Management (DFCM) for:

FARMINGTON COURT SECURITY UPGRADE
ADMINISTRATIVE OFFICE OF THE COURTS – FARMINGTON, UTAH
DFCM PROJECT NO: 07206150

<u>Company</u>	<u>Contact</u>	<u>Phone</u>	<u>Fax</u>
Utah Controls	Brian Dahl	990-1950	990-1955
ARCO Electric	Leesa Winger	566-1695	566-0927
Alarm Control Company	Roger Freeman	486-8731	484-2737
TYCO	Butch Hoffman	262-9406	262-9423
American Security & Fire	Larry Love	263-6002	293-0210
Hidden Peak Electric	Brian Bales	262-5513	262-5689

Bids will be in accordance with the Contract Documents that will be available on November 6, 2007, and distributed in electronic format only on CDs from DFCM, 4110 State Office Building, Salt Lake City, Utah and on the DFCM web page at <http://dfcm.utah.gov>. For questions regarding this project, please contact Tim K Parkinson, DFCM, at 801-450-2478. No others are to be contacted regarding this bidding process. The construction budget for this project is \$74,000.00.

A **mandatory** pre-bid meeting will be held at 9:00 AM on Wednesday November 7, 2007 at the Farmington Court Building, 875 West Clark Lane, Farmington Utah. All bidders wishing to bid on this project are required to attend this meeting.

Bids will be received until the hour of **2:00 PM** on **Tuesday, November 20, 2007** at DFCM, 4110 State Office Building, Salt Lake City, Utah 84114. Bids will be opened and read aloud in the DFCM Conference Room, 4110 State Office Building, Salt Lake City, Utah. NOTE: Bids must be received at 4110 State Office Building by the specified time.

A bid bond in the amount of five percent (5%) of the bid amount, made payable to the Division of Facilities Construction and Management on DFCM's bid bond form, shall accompany the bid.

The Division of Facilities Construction and Management reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of DFCM.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
Joanna Reese, Contract Coordinator
4110 State Office Building, Salt Lake City, Utah 84114

PROJECT DESCRIPTION

Replace the existing Multiplexer and DVR based video system with a new networked digital recording and monitoring system. The new system shall be connected with all existing camera locations as well as new location as indicated on the drawings. Main camera video monitoring shall be operated from the existing central control.

Camera selection and control shall use the new networked software technologies employed as the platform for the new generation digital video controllers.

**PROJECT SCHEDULE****PROJECT NAME: Farmington Court Security Upgrade – Administrative Office of the Courts
Farmington, Utah****DFCM PROJECT NO. 07206150**

Event	Day	Date	Time	Place
Bidding Documents Available	Monday	November 5, 2007	12:00 PM	DFCM 4110 State Office Bldg SLC, UT and the DFCM web site *
Mandatory Pre-bid Site Meeting	Wednesday	November 7, 2007	9:00 AM	Farmington Court 875 west Clark Lane Farmington Utah
Last Day to Submit Questions	Thursday	November 15, 2007	3:00 PM	<i>Tim Parkinson</i> – DFCM E-mail: tparkins@utah.gov Fax 801-538-3267
Addendum Deadline (exception for bid delays)	Monday	November 19, 2007	2:00 PM	DFCM web site *
Prime Contractors Turn In Bid and Bid Bond	Tuesday	November 20, 2007	2:00 PM	DFCM 4110 State Office Bldg SLC, UT
Sub-contractor List Due	Wednesday	November 21, 2007	2:00 PM	DFCM 4110 State Office Bldg SLC, UT Fax 801-538-3677
Substantial Completion Date	Friday	February 15, 2008	5:00 PM	Farmington Court 875 West Clark Lane

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



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

BID FORM

NAME OF BIDDER _____ DATE _____

To the Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114

The undersigned, responsive to the "Notice to Contractors" and in accordance with the "Instructions to Bidders", in compliance with your invitation for bids for the **Farmington Court Security Upgrade – Administrative Office of the Courts – Farmington, Utah – DFCM Project No. 07206150** and having examined the Contract Documents and the site of the proposed Work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this bid is a part:

I/We acknowledge receipt of the following Addenda: _____

For all work shown on the Drawings and described in the Specifications and Contract Documents, I/we agree to perform for the sum of:

_____ DOLLARS (\$_____)

(In case of discrepancy, written amount shall govern)

I/We guarantee that the Work will be Substantially Complete by February 15, 2008 should I/we be the successful bidder, and agree to pay liquidated damages in the amount of **\$500.00** per day for each day after expiration of the Contract Time as stated in Article 3 of the Contractor's Agreement.

This bid shall be good for 45 days after bid opening.

Enclosed is a 5% bid bond, as required, in the sum of _____

The undersigned Contractor's License Number for Utah is _____.

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within ten (10) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract.

The Bid Bond attached, in the amount not less than five percent (5%) of the above bid sum, shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization:

(Corporation, Partnership, Individual, etc.)

Any request and information related to Utah Preference Laws:

Respectfully submitted,

Name of Bidder

ADDRESS:

Authorized Signature

INSTRUCTIONS TO BIDDERS

1. Drawings and Specifications, Other Contract Documents

Drawings and Specifications, as well as other available Contract Documents, may be obtained as stated in the Invitation to Bid.

2. Bids

Before submitting a bid, each contractor shall carefully examine the Contract Documents, shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the Contract Documents. If the bidder observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the DFCM Representative and the necessary changes shall be accomplished by Addendum.

The bid, bearing original signatures, must be typed or handwritten in ink on the Bid Form provided in the procurement documents and submitted in a sealed envelope at the location specified by the Invitation to Bid prior to the deadline for submission of bids.

Bid bond security, in the amount of five percent (5%) of the bid, made payable to the Division of Facilities Construction and Management, shall accompany bid. **THE BID BOND MUST BE ON THE BID BOND FORM PROVIDED IN THE PROCUREMENT DOCUMENTS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID.**

If the bid bond security is submitted on a bid bond form other than DFCM's required bid bond form, and the bid security meets all other legal requirements, the bidder will be allowed to provide an acceptable bid bond by the close of business on the next business day following notification by DFCM of submission of a defective bid bond security. **NOTE: A cashier's check cannot be used as a substitute for a bid bond.**

3. Contract and Bond

The Contractor's Agreement will be in the form found in the specifications. The Contract Time will be as indicated in the bid. The successful bidder, simultaneously with the execution of the Contract Agreement, will be required to furnish a performance bond and a payment bond, both bearing original signatures, upon the forms provided in the procurement documents. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.

4. Listing of Subcontractors

Listing of Subcontractors shall be as summarized in the “Instructions and Subcontractor’s List Form”, which are included as part of these Contract Documents. The Subcontractors List shall be delivered to DFCM or faxed to DFCM at (801)538-3677 within 24 hours of the bid opening. Requirements for listing additional subcontractors will be listed in the Contract Documents.

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements is subject to a debarment hearing and may be debarred from consideration for award of contracts for a period of up to three years.

5. Interpretation of Drawings and Specifications

If any person or entity contemplating submitting a bid is in doubt as to the meaning of any part of the drawings, specifications or other Contract Documents, such person shall submit to the DFCM Project Manager a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda posted on DFCM’s web site at <http://dfcm.utah.gov>. Neither the DFCM nor A/E will be responsible for any other explanations or interpretations of the proposed documents. A/E shall be deemed to refer to the architect or engineer hired by DFCM as the A/E or Consultant for the Project.

6. Addenda

Addenda will be posted on DFCM’s web site at <http://dfcm.utah.gov>. Contractors are responsible for obtaining information contained in each addendum from the web site. Addenda issued prior to the submittal deadline shall become part of the bidding process and must be acknowledged on the bid form. Failure to acknowledge addenda may result in disqualification from bidding.

7. Award of Contract

The Contract will be awarded as soon as possible to the lowest, responsive and responsible bidder, based on the lowest combination of base bid and acceptable prioritized alternates, provided the bid is reasonable, is in the interests of the State of Utah to accept and after applying the Utah Preference Laws in U.C.A. Title 63, Chapter 56. DFCM reserves the right to waive any technicalities or formalities in any bid or in the bidding. Alternates will be accepted on a prioritized basis with Alternate 1 being highest priority, Alternate 2 having second priority, etc.

8. DFCM Contractor Performance Rating

As a contractor completes each DFCM project, DFCM, the architect/engineer and the using agency will evaluate project performance based on the enclosed “DFCM Contractor Performance Rating” form. The ratings issued on this project will not affect this project but may affect the award on future projects.

9. Licensure

The Contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

10. Right to Reject Bids

DFCM reserves the right to reject any or all Bids.

11. Time is of the Essence

Time is of the essence in regard to all the requirements of the Contract Documents.

12. Withdrawal of Bids

Bids may be withdrawn on written request received from bidder prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

13. Product Approvals

Where reference is made to one or more proprietary products in the Contract Documents, but restrictive descriptive materials of one or more manufacturer(s) is referred to in the Contract Documents, the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the drawings and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the A/E. Such written approval must occur prior to the deadline established for the last scheduled addenda to be issued. The A/E’s written approval will be in an issued addendum. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design as determined by the A/E.

14. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors

Contractors shall respond promptly to any inquiry in writing by DFCM to any concern of financial responsibility of the contractor, subcontractor or sub-subcontractor.

15. Debarment

By submitting a bid, the Contractor certifies that neither it nor its principals, including project and site managers, have been, or are under consideration for, debarment or suspension, or any action that would exclude such from participation in a construction contract by any governmental department or agency. If the Contractor cannot certify this statement, attach to the bid a detailed written explanation which must be reviewed and approved by DFCM as part of the requirements for award of the Project.

BID BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed, (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the STATE OF UTAH, hereinafter referred to as the "Obligee," in the amount of \$ _____ (5% of the accompanying bid), being the sum of this Bond to which payment the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted to Obligee the accompanying bid incorporated by reference herein, dated as shown, to enter into a contract in writing for the _____ Project.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal does not execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the State of Utah as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the Obligee for the faithful performance thereof within ten (10) days after being notified in writing of such contract to the Principal, then this obligation shall be null and void. It is expressly understood and agreed that the liability of the Surety for any and all defaults of the Principal hereunder shall be the full penal sum of this Bond. The Surety, for value received, hereby stipulates and agrees that obligations of the Surety under this Bond shall be for a term of sixty (60) days from actual date of the bid opening.

PROVIDED, HOWEVER, that this Bond is executed pursuant to provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

DATED this _____ day of _____, 20_____.

Principal's name and address (if other than a corporation):

By: _____

Title: _____

Principal's name and address (if a corporation):

By: _____

Title: _____
(Affix Corporate Seal)

Surety's name and address:

By: _____
Attorney-in-Fact (Affix Corporate Seal)

STATE OF _____)
COUNTY OF _____) ss.

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, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20_____.
My Commission Expires: _____
Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General

**Division of Facilities Construction and****INSTRUCTIONS AND SUBCONTRACTORS LIST FORM**

The three low bidders, as well as all other bidders that desire to be considered, are required by law to submit to DFCM within 24 hours of bid opening a list of **ALL** first-tier subcontractors, including the subcontractor's name, bid amount and other information required by Building Board Rule and as stated in these Contract Documents, on the following basis:

PROJECTS UNDER \$500,000 - ALL SUBS \$20,000 OR OVER MUST BE LISTED
PROJECTS \$500,000 OR MORE - ALL SUBS \$35,000 OR OVER MUST BE LISTED

- Any additional subcontractors identified in the bid documents shall also be listed.
- The DFCM Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- Bidder must list "Self" if performing work itself.

LICENSURE:

The subcontractor's name, the type of work, the subcontractor's bid amount, and the subcontractor's license number as issued by DOPL, if such license is required under Utah Law, shall be listed. Bidder shall certify that all subcontractors, required to be licensed, are licensed as required by State law. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

BIDDER LISTING 'SELF' AS PERFORMING THE WORK:

Any bidder that is properly licensed for the particular work and intends to perform that work itself in lieu of a subcontractor that would otherwise be required to be on the subcontractor list, must insert the term 'Self' for that category on the subcontractor list form. Any listing of 'Self' on the sublist form shall also include the amount allocated for that work.

'SPECIAL EXCEPTION':

A bidder may list 'Special Exception' in place of a subcontractor when the bidder intends to obtain a subcontractor to perform the work at a later date because the bidder was unable to obtain a qualified or reasonable bid under the provisions of U.C.A. Section 63A-5-208(4). The bidder shall insert the term 'Special Exception' for that category of work, and shall provide documentation with the subcontractor list describing the bidder's efforts to obtain a bid of a qualified subcontractor at a reasonable cost and why the bidder was unable to obtain a qualified subcontractor bid. The Director must find that the bidder complied in good faith with State law requirements for any 'Special Exception' designation, in order for the bid to be considered. If awarded the contract, the Director shall supervise the bidder's efforts to obtain a qualified subcontractor bid. The amount of the awarded contract may not be adjusted to reflect the actual amount of the subcontractor's bid. Any listing of 'Special Exception' on the sublist form shall also include amount allocated for that work.

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM
Page No. 2

GROUND FOR DISQUALIFICATION:

The Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law. Director may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by the Director to be unqualified to do the Work or for such other reason in the best interest of the State of Utah. Notwithstanding any other provision in these instructions, if there is a good faith error on the sublist form, at the sole discretion of the Director, the Director may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the Director. If such correction is submitted timely, then the sublist requirements shall be considered met.

CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:

Subsequent to twenty-four hours after the bid opening, the contractor may change its listed subcontractors only after receiving written permission from the Director based on complying with all of the following criteria.

- (1) The contractor has established in writing that the change is in the best interest of the State and that the contractor establishes an appropriate reason for the change, which may include, but not is not limited to, the following reasons: the original subcontractor has failed to perform, or is not qualified or capable of performing, and/or the subcontractor has requested in writing to be released.
- (2) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors.
- (3) Any requirement set forth by the Director to ensure that the process used to select a new subcontractor does not give rise to bid shopping.
- (4) Any increase in the cost of the subject subcontractor work is borne by the contractor.
- (5) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.
- (6) The Director will give substantial weight to whether the subcontractor has consented in writing to being removed unless the Contractor establishes that the subcontractor is not qualified for the work.

EXAMPLE:

Example of a list where there are only four subcontractors:

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONT. LICENSE #
ELECTRICAL	ABCD Electric Inc.	\$350,000.00	123456789000
LANDSCAPING	"Self"	300,000.00	123456789000
CONCRETE (ALTERNATE #1)	XYZ Concrete Inc	298,000.00	987654321000
MECHANICAL	"Special Exception" (attach documentation)	Fixed at: 350,000.00	(TO BE PROVIDED AFTER OBTAINING SUBCONTRACTOR)

PURSUANT TO STATE LAW - SUBCONTRACTOR BID AMOUNTS CONTAINED IN THIS SUBCONTRACTOR LIST SHALL NOT BE DISCLOSED UNTIL THE CONTRACT HAS BEEN AWARDED.



Division of Facilities Construction and

SUBCONTRACTORS LIST
FAX TO 801-538-3677

PROJECT TITLE: _____

Caution: You must read and comply fully with instructions.

Table with 4 columns: TYPE OF WORK, SUBCONTRACTOR, 'SELF' OR 'SPECIAL EXCEPTION', SUBCONTRACTOR BID AMOUNT, CONT. LICENSE #. The table contains 15 empty rows for data entry.

We certify that:

- 1. This list includes all subcontractors as required by the instructions, including those related to the base bid as well as any alternates.
2. We have listed 'Self' or 'Special Exception' in accordance with the instructions.
3. All subcontractors are appropriately licensed as required by State law.

FIRM: _____

DATE: _____

SIGNED BY: _____

NOTICE: FAILURE TO SUBMIT THIS FORM, PROPERLY COMPLETED AND SIGNED, AS REQUIRED IN THESE CONTRACT DOCUMENTS, SHALL BE GROUNDS FOR DFCMS REFUSAL TO ENTER INTO A WRITTEN CONTRACT WITH BIDDER. ACTION MAY BE TAKEN AGAINST BIDDERS BID BOND AS DEEMED APPROPRIATE BY DFCM. ATTACH A SECOND PAGE IF NECESSARY.

FUGITIVE DUST PLAN

The Contractor will fill out the form and file the original with the Division of Air Quality and a copy of the form with the Division of Facilities Construction & Management, prior to the issuance of any notice to proceed.

The Contractor will be fully responsible for compliance with the Fugitive Dust Control Plan, including the adequacy of the plan, any damages, fines, liability, and penalty or other action that results from noncompliance.

Utah Division of Air Quality

April 20, 1999

**GUIDANCE THAT MUST BE CONSIDERED IN DEVELOPING AND SUBMITTING A
DUST CONTROL PLAN FOR COMPLIANCE WITH R307-309-3, 4, 5, 6, 7**

Source Information:

1. Name of your operation (source): provide a name if the source is a construction site.

2. Address or location of your operation or construction site.

3. UTM coordinates or Longitude/Latitude of stationary emission points at your operation.

4. Lengths of the project, if temporary (time period).

5. Description of process (include all sources of dust and fugitive dust). Please, if necessary, use additional sheets of paper for this description. Be sure to mark it as an attachment.

6. Type of material processed or disturbed.

7. Amount of material processed (tons per year, tons per month, lbs./hr., and applicable units).

Description of Fugitive Dust Emission Activities
(Things to consider in addressing fugitive dust control strategies.)

1. Type of activities (drilling and blasting, road construction, development construction, earth moving and excavation, handling and hauling materials, cleaning and leveling, etc).
2. List type of equipment generating the fugitive dust.
3. Diagram the location of each activity or piece of equipment on site. Please attach the diagram.
4. Provide pictures or drawings of each activity. Include a drawing of the unpaved/paved road network used to move loads “on” and “off” property.
5. Vehicle miles travels on unpaved roads associated with the activity (average speed).
6. Type of dust emitted at each source (coal, cement, sand, soil, clay, dust, etc.)
7. Estimate the size of the release area at which the activity occurs (square miles). For haul or dirt roads include total miles of road in use during the activity.

Fugitive Dust Control Plan Violation Report

When a source is found in violation of R307-309-3 or in violation of the Fugitive Dust Control Plan, the source must submit a report to the Executive Secretary within 15 days after receiving a Notice of Violation. The report must include the following information:

1. Name and address of dust source.
2. Time and duration of dust episode.
3. Meteorological conditions during the dust episode.
4. Total number and type of fugitive dust activities and dust producing equipment within each operation boundary. If no change has occurred from the existing dust control plan, the source should state that the activity/equipment is the same.
5. Fugitive dust activities or dust producing equipment that caused a violation of R-307-309-3 or the sources dust control plan.
6. Reasons for failing to control dust from the dust generating activity or equipment.
7. New and/or additional fugitive dust control strategies necessary to achieve compliance with R307-309-3, 4, 5, 6, or 7.
8. If it can not be demonstrated that the current approved Dust Control Plan can result in compliance with R307-309-3 through 7, the Dust Control Plan must be revised so as to demonstrate compliance with 307-309-3 through 7. Within 30 days of receiving a fugitive dust Notice of Violation, the source must submit the revised Plan to the Executive Secretary for review and approval.

Submit the Dust Control Plan to:

Executive Secretary	Phone: (801) 536-4000
Utah Air Quality Board	FAX: (801) 536-4099
POB 144820	
15 North 1950 West	
Salt Lake City, Utah 84114-4820	

Attachments: DFCM Form FDR R-307-309, Rule 307-309

CONTRACTOR'S AGREEMENT

FOR:

THIS CONTRACTOR'S AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "DFCM", and _____, incorporated in the State of _____ and authorized to do business in the State of Utah, hereinafter referred to as "Contractor", whose address is _____.

WITNESSETH: WHEREAS, DFCM intends to have Work performed at _____.

WHEREAS, Contractor agrees to perform the Work for the sum stated herein.

NOW, THEREFORE, DFCM and Contractor for the consideration provided in this Contractor's Agreement, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Work to be performed shall be in accordance with the Contract Documents prepared by _____ and entitled "_____"

The DFCM General Conditions ("General Conditions") dated May 25, 2005 on file at the office of DFCM and available on the DFCM website, are hereby incorporated by reference as part of this Agreement and are included in the specifications for this Project. All terms used in this Contractor's Agreement shall be as defined in the Contract Documents, and in particular, the General Conditions.

The Contractor Agrees to furnish labor, materials and equipment to complete the Work as required in the Contract Documents which are hereby incorporated by reference. It is understood and agreed by the parties hereto that all Work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of DFCM or its authorized representative. The relationship of the Contractor to the DFCM hereunder is that of an independent Contractor.

ARTICLE 2. CONTRACT SUM. The DFCM agrees to pay and the Contractor agrees to accept in full performance of this Contractor's Agreement, the sum of _____ DOLLARS AND NO CENTS (\$_____.00), which is the base bid, and which sum also includes the cost of a 100% Performance Bond and a 100%

Payment Bond as well as all insurance requirements of the Contractor. Said bonds have already been posted by the Contractor pursuant to State law. The required proof of insurance certificates have been delivered to DFCM in accordance with the General Conditions before the execution of this Contractor's Agreement.

ARTICLE 3. TIME OF COMPLETION AND DELAY REMEDY. The Work shall be Substantially Complete by _____. Contractor agrees to pay liquidated damages in the amount of \$ _____ per day for each day after expiration of the Contract Time until the Contractor achieves Substantial Completion in accordance with the Contract Documents, if Contractor's delay makes the damages applicable. The provision for liquidated damages is: (a) to compensate the DFCM for delay only; (b) is provided for herein because actual damages can not be readily ascertained at the time of execution of this Contractor's Agreement; (c) is not a penalty; and (d) shall not prevent the DFCM from maintaining Claims for other non-delay damages, such as costs to complete or remedy defective Work.

No action shall be maintained by the Contractor, including its or Subcontractor or suppliers at any tier, against the DFCM or State of Utah for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the DFCM or its officers, employees or agents, except as expressly provided in the General Conditions. The Contractor may receive a written extension of time, signed by the DFCM, in which to complete the Work under this Contractor's Agreement in accordance with the General Conditions.

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of this Contractor's Agreement, the Conditions of the Contract (DFCM General Conditions, Supplementary and other Conditions), the Drawings, Specifications, Addenda and Modifications. The Contract Documents shall also include the bidding documents, including the Invitation to Bid, Instructions to Bidders/ Proposers and the Bid/Proposal, to the extent not in conflict therewith and other documents and oral presentations that are documented as an attachment to the contract.

All such documents are hereby incorporated by reference herein. Any reference in this Contractor's Agreement to certain provisions of the Contract Documents shall in no way be construed as to lessen the importance or applicability of any other provisions of the Contract Documents.

ARTICLE 5. PAYMENT. The DFCM agrees to pay the Contractor from time to time as the Work progresses, but not more than once each month after the date of Notice to Proceed, and only upon Certificate of the A/E for Work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and ninety-five percent (95%) of the value of materials furnished in place or on the site. The Contractor agrees to furnish to the DFCM invoices for materials purchased and on the site but not installed, for which the Contractor requests payment and agrees to

safeguard and protect such equipment or materials and is responsible for safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

Such evidence of labor performed and materials furnished as the DFCM may reasonably require shall be supplied by the Contractor at the time of request for Certificate of Payment on account. Materials for which payment has been made cannot be removed from the job site without DFCM's written approval. Five percent (5%) of the earned amount shall be retained from each monthly payment. The retainage, including any additional retainage imposed and the release of any retainage, shall be in accordance with UCA 13-8-5 as amended. Contractor shall also comply with the requirements of UCA 13-8-5, including restrictions of retainage regarding subcontractors and the distribution of interest earned on the retention proceeds. The DFCM shall not be responsible for enforcing the Contractor's obligations under State law in fulfilling the retention law requirements with subcontractors at any tier.

ARTICLE 6. INDEBTEDNESS. Before final payment is made, the Contractor must submit evidence satisfactory to the DFCM that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been properly paid. Final Payment will be made after receipt of said evidence, final acceptance of the Work by the DFCM as well as compliance with the applicable provisions of the General Conditions.

Contractor shall respond immediately to any inquiry in writing by DFCM as to any concern of financial responsibility and DFCM reserves the right to request any waivers, releases or bonds from Contractor in regard to any rights of Subcontractors (including suppliers) at any tier or any third parties prior to any payment by DFCM to Contractor.

ARTICLE 7. ADDITIONAL WORK. It is understood and agreed by the parties hereto that no money will be paid to the Contractor for additional labor or materials furnished unless a new contract in writing or a Modification hereof in accordance with the General Conditions and the Contract Documents for such additional labor or materials has been executed. The DFCM specifically reserves the right to modify or amend this Contractor's Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work.

ARTICLE 8. INSPECTIONS. The Work shall be inspected for acceptance in accordance with the General Conditions.

ARTICLE 9. DISPUTES. Any dispute, PRE or Claim between the parties shall be subject to the provisions of Article 7 of the General Conditions. DFCM reserves all rights to pursue its rights and remedies as provided in the General Conditions.

ARTICLE 10. TERMINATION, SUSPENSION OR ABANDONMENT. This Contractor's Agreement may be terminated, suspended or abandoned in accordance with the General Conditions.

ARTICLE 11. DFCM'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE USE THEREOF. The DFCM may withhold from payment to the Contractor such amount as, in DFCM's judgment, may be necessary to pay just claims against the Contractor or Subcontractor at any tier for labor and services rendered and materials furnished in and about the Work. The DFCM may apply such withheld amounts for the payment of such claims in DFCM's discretion. In so doing, the DFCM shall be deemed the agent of Contractor and payment so made by the DFCM shall be considered as payment made under this Contractor's Agreement by the DFCM to the Contractor. DFCM shall not be liable to the Contractor for any such payment made in good faith. Such withholdings and payments may be made without prior approval of the Contractor and may be also be prior to any determination as a result of any dispute, PRE, Claim or litigation.

ARTICLE 12. INDEMNIFICATION. The Contractor shall comply with the indemnification provisions of the General Conditions.

ARTICLE 13. SUCCESSORS AND ASSIGNMENT OF CONTRACT. The DFCM and Contractor, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to partners, successors, assigns and legal representatives of such other party with respect to all covenants, provisions, rights and responsibilities of this Contractor's Agreement. The Contractor shall not assign this Contractor's Agreement without the prior written consent of the DFCM, nor shall the Contractor assign any moneys due or to become due as well as any rights under this Contractor's Agreement, without prior written consent of the DFCM.

ARTICLE 14. RELATIONSHIP OF THE PARTIES. The Contractor accepts the relationship of trust and confidence established by this Contractor's Agreement and covenants with the DFCM to cooperate with the DFCM and A/E and use the Contractor's best skill, efforts and judgment in furthering the interest of the DFCM; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best and most expeditious and economic manner consistent with the interests of the DFCM.

ARTICLE 15. AUTHORITY TO EXECUTE AND PERFORM AGREEMENT. Contractor and DFCM each represent that the execution of this Contractor's Agreement and the performance thereunder is within their respective duly authorized powers.

ARTICLE 16. ATTORNEY FEES AND COSTS. Except as otherwise provided in the dispute resolution provisions of the General Conditions, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in any action in the District Court and/or appellate body to enforce this Contractor's Agreement or recover damages or any other action as a result of a breach thereof.

PERFORMANCE BOND
(Title 63, Chapter 56, U. C. A. 1953, as Amended)

That _____ hereinafter referred to as the "Principal" and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of _____ DOLLARS (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____, for the approximate sum of _____ Dollars (\$ _____), which Contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____

(Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____

Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

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, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General

PAYMENT BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of _____, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____ for the approximate sum of _____ Dollars (\$ _____), which contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____ (Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____ Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

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, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____

Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT _____ PROJECT NO: _____
AGENCY/INSTITUTION _____

AREA ACCEPTED _____

The Work performed under the subject Contract has been reviewed on this date and found to be Substantially Completed as defined in the General Conditions; including that the construction is sufficiently completed in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the State of Utah can occupy the Project or specified area of the Project for the use for which it is intended.

The DFCM - (Owner) accepts the Project or specified area of the Project as Substantially Complete and will assume full possession of the Project or specified area of the Project at _____ (time) on _____ (date).

The DFCM accepts the Project for occupancy and agrees to assume full responsibility for maintenance and operation, including utilities and insurance, of the Project subject to the itemized responsibilities and/or exceptions noted below:

The Owner acknowledges receipt of the following closeout and transition materials:

- As-built Drawings O & M Manuals Warranty Documents Completion of Training Requirements

A list of items to be completed or corrected (Punch List) is attached hereto. The failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents, including authorized changes thereof. The amount of _____(Twice the value of the punch list work) shall be retained to assure the completion of the punch list work.

The Contractor shall complete or correct the Work on the list of (Punch List) items appended hereto within _____ calendar days from the above date of issuance of this Certificate. The amount withheld pending completion of the list of items noted and agreed to shall be: \$_____. If the list of items is not completed within the time allotted the Owner has the right to be compensated for the delays and/or complete the work with the help of independent contractor at the expense of the retained project funds. If the retained project funds are insufficient to cover the delay/completion damages, the Owner shall be promptly reimbursed for the balance of the funds needed to compensate the Owner.

CONTRACTOR (include name of firm) by: (Signature) DATE

A/E (include name of firm) by: (Signature) DATE

USING INSTITUTION OR AGENCY by: (Signature) DATE

DFCM (Owner) by: (Signature) DATE

SECTION 280140**REVISION AND UPGRADES OF ELECTRONIC MONITORING AND CONTROL**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 28 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 7 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Engineer.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on Owner's change order form.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 282300**VIDEO SURVEILLANCE SYSTEMS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including all General and Supplementary Conditions apply to work of this section.
- B. Requirements of the following Division 28 Sections apply to this section:
 - 1. Section 282600, "Electronic Personal Protection System (Duress)"

1.2 SUMMARY

- A. Extent of video surveillance systems work is indicated by drawings and schedules. The work required for this section shall replace the existing multiplexer/DVR based video system with a new networked digital recording and monitoring system.
- B. The new recording and monitoring system shall be connected with all existing camera locations as well as new locations as indicated in the drawings. Some existing camera locations will be deleted, some will be moved and some will be replaced with new cameras as shown.
- C. Existing camera locations shall use the existing coaxial cabling. New camera locations shall use UTP transmission cabling for video signal, control, and power.
- D. Main camera video monitoring shall be operated from the existing central control.
- E. Camera selection and control shall use the new networked software technologies employed as the platform for the new generation of digital video recorders. All camera selection and multi-screen control and configuration shall be use mouse click control with drag and drop methodology, floor plan GUI layouts, and simple icon selection.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's data on video surveillance systems including components and accessories.
- B. Shop Drawings: Submit layout drawings of video surveillance systems including but not limited to cameras, monitors, recording servers, and keyboards, showing scaled components and spatial relationship to associated equipment. This shall include all wall elevations, rack elevations, console arrangements, monitoring mounting, and power supply installations.
- C. Wiring Diagrams: Submit wiring diagrams for video surveillance systems, including interconnecting signal/video units and electrical power connections to equipment and components. Differentiate between portions of wiring which are manufacturer-installed and portions which are field-installed. Provide wiring requirements for the network connections to the central management system.

1.4 QUALITY ASSURANCE

- A. **Manufacturer's Qualifications:** Firms regularly engaged in manufacture of video surveillance systems, components and accessories, of types, capacities and characteristics required, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. **Installer's Qualifications:** Firms with at least 2 years of successful installation experience with projects utilizing video surveillance system work similar to that required for this project. The Installer must be a factory trained representative of the system components submitted.
- C. **Codes and Standards:**
 - 1. **Electrical Code Compliance:** Comply with applicable local code requirements of the authority having jurisdiction and NEC 800-Series articles as applicable to installation, and construction of video surveillance equipment and signal distribution systems.
 - 2. **UL Compliance:** Comply with applicable requirements of UL Standards 486A and B, 813, 983, 1409, 1410, 1412, 1414, 1416, 1417, and 1418 pertaining to video surveillance system products. Provide video surveillance systems and components which are UL-listed and labeled.
 - 3. **NEMA Compliance:** Comply with requirements of Stds Pub/No. WC 41, "Coaxial Communication Cable," pertaining to testing of coaxial cable.
 - 4. **IEEE Compliance:** Comply with applicable requirements of IEEE 208, "Video Techniques: Measurement of Resolution of Camera Systems."
 - 5. **EIA Compliance:** Comply with applicable requirements of Electronic Industries Association Standards RS-170, 222, 232, 312, 330, 403, 412, 420, 439, and 455 pertaining to video surveillance equipment and accessories.
 - 6. **FCC Compliance:** Comply with Subpart J of PART 15, FCC Rules pertaining to computing devices including Class A, Class B, personal and peripheral types. Provide equipment which complies with technical standards for both radiated and power line conducted interference.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store video surveillance system components properly packaged in factory-fabricated type containers. Protect from weather and construction damage.
- B. Do not install damaged equipment; replace and return damaged units to equipment manufacturer.

1.6 SEQUENCING AND SCHEDULING

- A. Coordinate consistently with the State and Court staff during installation of system to see that the installation is orderly and minimally disrupts the regular course of business of the Courts.

1.7 MAINTENANCE

- A. **Maintenance Data:** Submit maintenance data and parts list for each video surveillance system component; including "trouble shooting" maintenance guide. Include that data, product data and shop drawings in a maintenance manual in accordance with requirements of all General Conditions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide video surveillance system products of one of the following (for each type of product):
1. Video Surveillance Wire/Cable:
 - a. Belden Corp.
 - b. CommScope.
 - c. National Wire and Cable Corp.
 - d. Standard Wire and Cable Co.
 - e. West Penn Wire.
 2. Video Surveillance Equipment:
 - a. American Dynamics
 - b. Pelco Sales, Inc.
 - c. Bosch (Philips)
 - d. Vicon

2.2 VIDEO SURVEILLANCE SYSTEMS

- A. General: Provide video surveillance systems, of types, sizes, capacities and electrical characteristics indicated, consisting of cameras, video digital recording, monitoring, and switching systems, signal transmission lines, and other components as required for a complete installation. Except as otherwise indicated, provide manufacturer's standard video surveillance system components as indicated by published product information, designed and constructed as recommended by manufacturer.
- B. Video Surveillance Camera (Fixed Dome System): Provide low-light level (1.0 lux or lower), 1/3 or 1/4 inch format, high resolution color surveillance dome system camera assemblies with internal light compensation solid-state CCD circuitry. Provide assembly with auto iris and vari-focal lens. Provide manufacturer recommended 24 VAC power supply, UTP transmission conversion, and all required mounting hardware. Dome systems shall be interior grade and ceiling mounted at locations indicated in the drawings. This shall include both new and existing (to be replaced) locations.
- C. Video Surveillance Camera (Pan/Tilt/Zoom Dome System - Outdoor): Provide 23X day/night (color/black-white), 1/4 or 1/6 inch format, high resolution outdoor surveillance dome system camera assembly with internal light compensation solid-state CCD circuitry. Provide assembly with auto focus and auto iris. The system shall have control adjustment technology for low contrast enhancement. Provide manufacturer recommended 24 VAC power supply, UTP transmission and control conversion, and all required mounting hardware. Dome systems shall be exterior grade with appropriate environmental functions and corner mounted at locations indicated in the drawings.
- D. Video Surveillance Monitors: Provide approximately 20-inch flat panel, color LCD monitors as indicated, with both VGA and video inputs. Power requirement of 120 VAC, 60 Hz.
- E. Digital Video Recording System: Provide a digital video recording and monitoring system that incorporates all of the legacy type video system functions of multiplexing, multi-screen display, and networked sharing of inputs and outputs through the various video outputs available on each recording server. All input selection and display configuration assignments can be accomplished through the mouse control attached to any of the networked recorder servers. Provide adequate hard disc storage for a minimum of 5 frames per second per camera at standard resolution for a period of 21 days on board the recorder. Provide on screen menus for all programming functions. System shall be capable of interfacing with third party control systems and/or stand alone PC's with loadable software, providing both live and recorded

images and full control function. Recording modes shall include at a minimum: continuous, motion detection, alarm activation, and timed schedules. The recorder shall be provided with industry standard 8(9), 16, or 32 inputs per unit. Power requirement of 120 VAC, 60 Hz. Provide the Pelco DX8100 series with most recent revisions.

- F. Storage Media Recorder: Provide digital video recording servers each with an integrated DVD disc recorder and USB flash drive outputs for downloading video clips to storage media. Downloaded records shall be accessible with any standard player or PC.
- G. Security Console/Equipment Racks: Provide floor standing, undercounter console racks as required to house the system recorders, power supplies, and transmission equipment. Each console rack shall have the standard 19" (EIA/TIA) rack mounting below the work counter.

2.3 VIDEO SURVEILLANCE SYSTEM CABLING AND ACCESSORIES

- A. The cable to new camera locations is to be furnished and installed by Section 282300, with the following cable type specifications:
 - 1. UTP: UTP cable shall be installed for all new camera locations and used for both power and video signal transmission on the same cable. For distances beyond the manufacturer's recommended use of the UTP, provide a separate single twisted pair of sufficient gauge (18 AWG or greater) to maintain sufficient voltage delivered to the camera assembly. Data control for pan tilt zoom cameras shall use the same UTP cable. All new camera locations, whether they are designated as pan/tilt/zoom or not, shall have the capability of data control, either now or later.
- B. Video Power and Control Equipment: Provide cable integrators, hubs, passive and/or active receivers and transceivers for the insertion of power and data control onto UTP cable to enable the simultaneous transmission of video, power, and control on a single cable between the camera assemblies and the DVR inputs. Provide multiple channel units where possible to conserve space at the headend.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions under which video surveillance systems are to be installed, and notify Owner in writing of conditions detrimental to proper completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to Installer and the Court.

3.2 INSTALLATION OF VIDEO SURVEILLANCE SYSTEMS

- A. Install video surveillance systems and components where indicated, in accordance with equipment manufacturer's written instructions, in compliance with National Electrical Code, and with recognized industry practices, to ensure that video surveillance system complies with requirements and serves intended purposes.
- B. Install video surveillance equipment properly to avoid causing mechanical stresses, twisting or misalignment of equipment being exerted by clamps, supports, and cabling. Re-use existing conduit where available. All other cable not installed in conduit shall be plenum rated.
- C. Tighten connectors and terminals, including screws and bolts, in accordance with Equipment manufacturer's published torque tightening values for equipment connectors. Where manufacturer's torque requirements are not indicated, tighten connectors and terminals to

comply with tightening torques specified in UL Standards 486A and B, and the National Electrical Code.

- D. Observe all manufacturer's recommended practices and requirements for the use of UTP cable as transmission media.
- E. Avoid splices in media (cable) runs.

3.3 GROUNDING

- A. Provide equipment grounding connections for video surveillance systems as required by manufacturer. Ensure and demonstrate that resistance to solid earth for signals is less than, or equal to 3 ohms.

3.4 ADJUSTING AND CLEANING

- A. Set field-adjustable video surveillance system components for input voltages, current settings and frequency settings.
- B. Touch-up scratched and marred surfaces to match original finishes; remove dirt and construction debris.

3.5 FIELD QUALITY CONTROL

- A. Upon completion of installation of video surveillance system components, and after circuitry has been energized with normal power source, test video surveillance systems to demonstrate capability and compliance with requirements. Where possible, correct malfunctioning units at site, then retest to demonstrate compliance, otherwise remove and replace with new units and proceed with retesting.

3.6 DEMONSTRATION

- A. Train Owner's operating personnel in the programming and operation of the system. Train Owner's maintenance personnel in the procedures and schedules involved in preventive maintenance and in programming, operating, adjusting, troubleshooting, and servicing of the system. Provide a minimum of 4 hours training.
- B. Schedule training with advance notice of at least 7 days.

END OF SECTION

SECTION 282600**ELECTRONIC PERSONAL PROTECTION SYSTEMS (DURESS)****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Special Conditions and Section 280140 apply to this Section.

1.2 SUMMARY

- A. This Section includes work to make revisions to and the addition of output relay boards to an existing Ademco 128FBP panel used for duress emergency notification. The new outputs shall provide output alarm triggers to the new video surveillance system for automatic call up of associated cameras. This section includes the provision of new output boards, termination and re-programming of the existing system. No new duress buttons are being added.
- B. Whatever cable needed shall be provided and installed by the Contractor responsible for this Section of Work.

1.3 DEFINITIONS

- A. Hard-Wired System: Duress alarm system components and devices are already directly connected, through an addressable multiplex bus system to a central control panel or controller.
- B. Zone: Initiating device connected to a single duress alarm device circuit for annunciation of alarms.

1.4 SYSTEM DESCRIPTION

- A. Description: Existing system uses addressable modules to initiate alarms inputs on the central panel. The work of this section is to assign these separate inputs to the new relay boards in order to provide output closures to the alarm interfaces on the new digital video recorders.

1.5 FUNCTIONAL PERFORMANCE

- A. Duress alarm: Performed by indicated existing duress alarm button locations.
- B. Alarm Annunciation: In addition to the audible signal sounds and visual text indication on the existing system keypad, video images from associated cameras in the duress area shall be called up immediately and automatically to an assigned monitor for viewing. No additional operations by the control officers shall be necessary.

1.6 SUBMITTALS

- A. General: Submit the following:
- B. Product data for system components, including "Nationally Recognized Testing Laboratory" (NRTL) listing data and list of materials, dimensioned plans, sections, and elevations showing minimum clearances, mounting arrangements, and installed features and devices.

- C. Wiring diagrams for system, including all devices, components, and auxiliary equipment. System diagram is unique to the Project system; a manufacturer's generic system diagram is not acceptable. Diagrams differentiate between manufacturer-installed and field-installed wiring. Include diagrams for equipment and for system with all terminals and interconnections identified.
- D. System operation description, including method of operation and supervision of each component and each type of circuit, and sequence of operations for all manually and automatically initiated system inputs. Description must cover this specific Project; manufacturer's standard descriptions for generic systems are not acceptable.
- E. Operation and maintenance data for inclusion in "Operating and Maintenance Manual" . Include data for each type product, including all features and operating sequences, both automatic and manual. Include user's software data and recommendations for spare parts to be stocked at the site. Provide names, addresses, and telephone numbers of service organizations that stock repair parts for the system.
- F. Product certifications signed by the manufacturers of system components certifying that their products comply with the referenced standards.
- G. Separate Qualification Data for Manufacturers and Installers: Demonstrate their capabilities and experience as specified in Quality Assurance Article. Include lists of completed projects with project names and addresses, names of Engineers and Owners, plus other information specified.
- H. Record of field tests of system.

1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Firms experienced in manufacturing equipment of the types and capacities indicated that have a record of successful in-service performance. The prime system manufacturer and manufacturers of major system components are required to qualify separately.
- B. Installer Qualifications: Five years experience as a company with systems of the type and scope indicated and authorized as a service representative of the prime system manufacturer.
- C. Comply with NFPA 70, "National Electrical Code."
- D. Comply with all local and state codes, statues and licensing requirements for the work of this Section.
- E. Listing and Labeling: Provide system and components that are listed and labeled for their indicated use and location on the Project.
 - 1. The Terms "Listed" and "Labeled": As defined in the "National Electrical Code," Article 100.
 - 2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" (NRTL) as defined in OSHA Regulation 1910.7.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide discreet device products by the following:
 - 1. Ademco.

2.2 PANIC ALARM SYSTEM EQUIPMENT, GENERAL

- A. Surge Protection: Comply with minimum requirements of UL Standard 1449, "Transient Voltage Surge Suppressors," for each component using solid-state devices and having a line voltage power source connection or an exterior underground signal connection.
- B. Interference Resistance: Systems and equipment and their operation are not affected by radiated radio frequency interference and electrical induction of 15 V/m over a frequency range of 10 to 10,000 MHz and conducted interference signals up to 0.25 V rms injected into power supply lines at 10 to 10,000 MHz.

2.3 ELECTRICAL POWER

- A. Normal System Power Supply: Provide 120 V 60 Hz power from a circuit out of an emergency panel. System components are supplied with power through the system control panel.

2.4 PANIC ALARM DEVICES, GENERAL

- A. Panic Switch – Existing.
- B. Silencing: Existing control system shall permit silencing of audible signals for individual zones but prevent the resetting of alarm visual signals while the condition still exists. Reset function is to take place at point of origin.
- C. Annunciation: Existing keypad control screen indicates zone by means of visual text descriptors and audible chimes or tones.

2.5 WIRE AND CABLE

- A. General: Stranded copper. Size conductors as indicated but not less than recommended by system manufacturer.
- B. Cable for Low-Voltage Control and Signal Circuits: Unshielded, twisted-pair cable, except where manufacturer recommends shielded cable.

2.6 MISCELLANEOUS HARDWARE

- B. General: System includes supports, mounting brackets, and installation hardware for components. Metal hardware is of corrosion-resistant material.

PART 3 - EXECUTION

3.1 INSTALLATION

- B. General: Install system according to NFPA 70, applicable codes, and manufacturer's printed instructions.

- C. Wiring on Millwork and Cabinetry: Conceal and train the conductors to device locations with no excess. Provide and use cable management clips and hardware.
- C. Number of Conductors: As recommended by system manufacturer for functions indicated.
- D. Splices, Taps, and Terminations: Make splices, taps, and terminations on numbered terminal strips in junction, pull and outlet boxes, terminal cabinets, and equipment enclosures.
- E. Tighten connections to comply with tightening torques specified in UL Standard 486A.
- F. Identification of Conductors and Cables: Color-code conductors and apply wire and cable marking tape to designate wires and cables so media are identified and coordinated with system wiring diagrams.

3.2 GROUNDING

- A. Ground system components, conductor, and cable shields as per manufacturer, to eliminate shock hazard and to minimize ground loops, common mode returns, noise pickup, cross talk, and other impairments.

3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Services: Provide services of a factory-authorized service representative to supervise the field assembly and connection of components and system pre-testing, testing, adjustment, and programming.
- B. Inspection: Verify that units and controls are properly labeled and interconnecting wires and terminals are identified.
- C. Pre-testing: Align and adjust the system and perform pre-testing of all components, wiring, and functions to verify conformance with specified requirements. Correct deficiencies by replacing malfunctioning or damaged items with new items. Retest until satisfactory performance and conditions are achieved.
- D. Testing: Provide at least 10 days' notice of acceptance test performance schedule.
- E. Operational Tests: Perform operational system tests to verify conformance with specifications. Test all modes of system operation, annunciation, and reset of all panic alarm devices.
- F. Retesting: Correct deficiencies and retest until the total system meets the requirements of the Specifications and complies with applicable standards.
- G. Prepare test and inspection reports.

3.4 ADJUSTMENT

- A. Occupancy Adjustments: When requested within 1 year of date of substantial completion, provide on-site assistance in adjusting and reprogramming to suit actual occupied conditions. Provide up to 2 visits to the site for this purpose without additional cost.

3.5 DEMONSTRATION

- A. Train Owner's operating personnel in the programming and operation of the system. Train Owner's maintenance personnel in the procedures and schedules involved in preventive

maintenance and in programming, operating, adjusting, troubleshooting, and servicing of the system. Provide 2 hours minimum.

- B. Schedule training with advance notice of at least 7 days.

END OF SECTION