



State of Utah

JON M. HUNTSMAN, JR.  
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GARY R. HERBERT  
Lieutenant Governor

Department of Administrative Services

KIMBERLY K. HOOD  
Executive Director

Division of Facilities Construction and Management

DAVID G. BUXTON  
Director

## ADDENDUM #1

Date: July 1, 2008

To: Contractors

From: Tim Parkinson, Project Manager, DFCM

Reference: Ogden 2<sup>nd</sup> District Courts Customer Service Counter Remodel  
Administrative Office of the Courts – Ogden, Utah  
DFCM Project No. 07210150

Subject: Addendum No. 1

Pages	Addendum	1	page
	<u>Revised Bid Form</u>	<u>2</u>	<u>pages</u>
	Total	3	pages

**Note:** *This Addendum shall be included as part of the Contract Documents. Items in this Addendum apply to all drawings and specification sections whether referenced or not involving the portion of the work added, deleted, modified, or otherwise addressed in the Addendum. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to Disqualification.*

While we contend that SB220 should only be potentially applicable to a contract issued after the effective date of said bill, this is to clarify that for purposes of this contract, regardless of the execution or effective dates of this contract, the status of Utah Law and remedies available to the State of Utah and DFCM, as it relates to any matter referred to or affected by said SB220, shall be the Utah law in effect at the time of the issuance of this Addendum.

1.1 **SCHEDULE CHANGES** – There are no changes to the project schedule.

1.2 **GENERAL ITEMS**

1.2.1 Revised Bid Form – Additive Alternate No. 1 added.

**Utah!**  
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**REVISED BID FORM**

**PER ADDENDUM NO. 1 DATED July 1, 2008**

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 "Invitation to Bid" and in accordance with the Request for Bids for the **Ogden 2<sup>nd</sup> District Courts Customer Service Counter Remodel – Administrative Office of the Courts - Ogden, Utah - DFCM Project No. 07210150** 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: \_\_\_\_\_

**BASE BID:** 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)

**ADDITIVE ALTERNATE #1:** Provide cost of materials and labor for "Solid Surfacing on Clerks Lower Counter instead of the currently specified Plastic Laminate Counters".

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)  
(In case of discrepancy, written amount shall govern)

I/We guarantee that the Work will be Substantially Complete by **November 28, 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.

BID FORM  
PAGE NO. 2

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 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 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