



State of Utah

JON M. HUNTSMAN, JR.
Governor

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 NO. 1

Date: March 2, 2009

To: Contractors

From: Michael Ambre, Project Manager, DFCM

Reference: Gym Floor Improvements
Utah Valley University
DFCM Project No. 08019790

Subject: **Addendum No. 1**

Pages	Addendum Cover Sheet	1 page
	Revised Bid Form	2 pages
	<u>Architect's Addendum</u>	<u>4 pages</u>
	Total	7 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:** None

1.2 **GENERAL ITEMS:**

- 1.2.1 See attached Revised Bid Form which includes Additive Alternate No. 1.
- 1.2.2 See Architect's Addendum No. 1 dated March 2, 2009.



**BID FORM – REVISED
PER ADDENDUM NO. 1 DATED MARCH 2, 2009**

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 Gym Floor Improvements – Utah Valley University – Orem, Utah – DFCM Project No. 08019790 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 NO. 1: For the floor color as per additive alternate drawing, 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 **July 31, 2009** should I/we be the successful bidder, and agree to pay liquidated damages in the amount of **\$250.00** 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

ADDENDUM NO. 1

Date: March 2nd, 2009

PROJECT:

Utah Valley University
Gym Floor Improvements
Ogden, Utah
DFCM Project Number 08019790

ARCHITECT:

**P+A ARCHITECTS
821 EAST KENSINGTON AVENUE
SALT LAKE CITY, UT 84105**

The original Contract Documents issued for the above noted project are amended as noted in this Addendum. It shall be the sole responsibility of the bidder to appropriately disseminate this information to all concerned prior to the assigned bid time and date, and to coordinate the Addendum with the Contract Documents.

This Addendum consists of a total of **Four (4)** 8 ½"x11" documents, including this document.

If there are still unresolved questions after examining this addendum, please submit those questions via telephone or facsimile as soon as possible so that an addendum can be issued to clarify those issues in a timely manner.

Architectural:

1. Due to the discovery of high levels of mercury and lead in the existing gymnasium flooring system, the state will hire under a separate contract an abatement crew to remove the existing flooring. The general contractor shall not include in their pricing any cost associated with the removal and disposal of the existing flooring material.
2. The general contractor shall note that the start date for the flooring installation will be May 18th 2009 and the completion date will be June 6th 2009.
3. The general contractor shall note that the existing concrete floor slab will need to be shot blasted to remove any of the existing flooring adhesives. The shot blasting shall be included under the general contractors scope of work. It will be the general contractors responsibility for protection of the existing facility, air intake ducts and full clean up of the shot blasting process.
4. The thickness of the new flooring system shall be 3/8"
5. The general contractor shall provide an allowance for concrete floor slab repair and for shot blasting the existing concrete floor slab. See allowance specification below. Allowance as noted in the attached specification are to be added to the base bid.

Acceptable Alternate Resilient Athletic Flooring Products:

1. Mondo America Inc.: Product, Advanced Triple Layer.
2. Gerflor: Product, Taraflex Sport M Plus

End of Addendum I

SECTION 01020 - ALLOWANCES

PART 1 - GENERAL

I.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

I.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - I. Selected materials and equipment are specified in the Contract Documents by allowances. In some cases, these allowances include installation. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - I. Contingency allowances.
- C. Related Sections: The following Sections contain requirements that relate to this Section:
 - I. Division 1 Section "Modification Procedures" specifies procedures for submitting and handling Change Orders.
 - 2. Division 1 Section "Quality Control Services" specifies procedures governing the use of allowances for inspection and testing.

I.3 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show the actual quantities of materials delivered to the site for use in fulfillment of each allowance.

I.4 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed for the Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. The Contractor's related costs for products and equipment ordered by the Owner under the contingency allowance are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.

- D. At Project closeout, credit unused amounts remaining in the contingency allowance to the Owner by Change Order.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly upon delivery for damage or defects.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: The general contractor shall provide a contingency allowance of \$3,200 for concrete repair. This amount shall be used for concrete floor slab areas that may spall during the flooring abatement process or the shot blasting process. The general contractor shall note that minor concrete repair, crack repair and normal concrete floor slab preparation for resurfacing of athletic flooring systems are not part of this allowance.
- B. Allowance No. 2: The general contractor shall provide a contingency allowance of \$10,000 for shot blasting of existing concrete floor slab.

END OF SECTION 01020