



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. 2

Date: June 25, 2009

To:	Company	Contact	Fax
	Big-D Construction	Ryan Carter	801-415-6048
	Cameron Construction	John Cameron	801-268-3678
	Culp Construction Co	Charles Culp	801-485-4755
	Jacobsen Construction	Mike Sivulich	801-973-7496
	Peck Ormsby Construction	Dennis Nuckles	801-766-1715
	Okland Construction	Jeremy Blanck	801-486-7570

From: Brian Bales – Project Manager

Reference: Libbie Edwards School Remodel
The Utah School for the Deaf and Blind
DFCM Project No. 08260200

Subject: **Addendum No. 2**

Pages	Addendum Cover Sheet	1 page
	Revised Project Schedule	1 page
	DFCM Specific Project Requirements	3 pages
	<u>Revised Bid Form</u>	<u>3 pages</u>
	Total	8 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.

2.1 SCHEDULE CHANGES: See attached Revised Project Schedule.

2.2 GENERAL ITEMS:

- 2.2.1 See attached DFCM Specific Project Requirements.
- 2.2.2 See attached Revised Bid Form.

**MULTI-STEP PROJECT SCHEDULE – REVISED
PER ADDENDUM NO. 2 DATED JUNE 25, 2009**

PROJECT NAME: LIBBIE EDWARDS SCHOOL REMODEL FOR
THE UTAH SCHOOL FOR THE DEAF AND BLIND
OFFICE OF EDUCATION – SALT LAKE CITY, UTAH

DFCM PROJECT NO. : 08260200

Event	Day	Date	Time	Place
NOT FOR CONSTRUCTION PLANS Available	Wednesday	May 27, 2009	3:00 PM	DFCM 4110 State Office Building SLC, UT and DFCM web site*
Mandatory Pre-Submittal Meeting	Wednesday	June 3, 2009	9:00 AM	Room 4112 State Office Building SLC, UT
Last Day to Submit Questions on Shortlisting (In Writing)	Monday	June 8, 2009	4:00 PM	Brian Bales- DFCM E-mail: brbales@utah.gov Fax 801-538-3267
Addendum on Shortlisting	Wednesday	June 10, 2009	2:00 PM	DFCM web site*
List of References, Statement of Qualifications, Project Management Plan, and Termination/Debarment Certification Due	Tuesday	June 16, 2009	12:00 NOON	DFCM 4110 State Office Building SLC, UT
Interviews by Selection Committee	Monday	June 22, 2009	TBA	TBA
Short-List Announced	Wednesday	June 24, 2009		DFCM web site*
Notice: Only Short-Listed Firms Will Be Allowed To Bid On This Project				
Plans in CD format available from DFCM or on web site	Monday	June 29, 2009	9:00 AM	DFCM 4110 State Office Building SLC, UT and DFCM web site *
Mandatory Pre-bid Site Meeting	Wednesday	July 1, 2009	12:30 PM	Libbie Edwards School 1655 East 3300 South SLC, UT
Last Day to Submit Questions (In Writing)	Wednesday	July 8, 2009	12:00 NOON	Brian Bales- DFCM E-mail: brbales@utah.gov Fax 801-538-3267
Final Addendum (exception for bid delays)	Monday	July 13, 2009	4:00 PM	DFCM web site*
Prime Contractors Turn in Bid and Bid Bond/Bid Opening in DFCM Conference Room	Wednesday	July 15, 2009	3:00 PM	DFCM 4110 State Office Building SLC, UT
Subcontractors List Due	Thursday	July 16, 2009	3:00 PM	DFCM 4110 State Office Building SLC, UT Fax 801-538-3677
Project Completion Date	Monday	December 14, 2009	12:00 NOON	

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

ADDENDUM NO. 2

Libbie Edwards School Remodel for the Utah School for the Deaf and Blind Project No. 08260200 SPECIFIC DFCM PROJECT REQUIREMENTS

1. **Scope**

The contractor shall study the project plans and specifications prior to bid to fully understand the scope of work. Prior to bid, it is the contractor's responsibility to understand the details and scope of any subcontracted work and the costs associated with the performance of work by subcontractors.

2. **Risk**

The contractor shall identify risks for the project.

3. **General Conditions**

Prior to bidding this project, the contractor shall review the DFCM General Conditions paying special attention to the following articles.

- a. 4.1.5 Intent and hierarchy
- b. 4.2.2 Responsibility
- c. 6 Protection of persons and property

4. **Demolition**

The contractor is solely responsible to determine the means and methods for demolition. Adequate safety for personnel and property shall be provided. If required, temporary shoring, bracing and protection shall be provided. Due to the scale of the drawings, it is impossible to show the impact of every demolished surface on surrounding surfaces and structures. It is the contractor's responsibility to identify the extent and cost of repair work for surfaces that adjoin and are indicated to remain in place. Those costs shall be included in the contractors bid. When existing ceilings are removed, the contractor shall be responsible to resupport the following listed items that may be left unsupported due to the ceiling removal. Supporting means shall be in compliance with building codes.

- a. All mechanical and electrical piping 2" and smaller.
- b. All ductwork 10" and smaller.
- c. All electrical cables and wiring that is free strung.

5. **Or Equal Products**

When the project has been designed with a specified manufacturers products and "or equal" products are allowed, all or equal products shall be equivalent in performance, color and physical characteristics. Products that do not meet these criteria will be considered to be a lower quality or lower cost product and will not be considered. It is the contractor's responsibility to insure prior to bid that all "or equal" products meet the stated criteria and specific project requirements. This includes products supplied by subcontractors.

SPECIFIC DFCM PROJECT REQUIREMENTS

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6. **ADA Accessibility**
For remodel and improvement projects in existing buildings, providing correct ADA compliance is a coordinated effort between the architect and the contractor. During the construction phase, the contractor shall coordinate closely with all trades so as to meet the requirements of the drawings and specifications. The contractor shall insure that all ADA required dimensions are maintained after the final finishes are applied. The contractor shall closely monitor the toilet stub ups and tile wall build up thickness. The contractor shall use the designed float or bust allowances to maintain the correct ADA requirements. Where the plans do not provide enough float or bust allowance, it shall be brought to the attention of the A/E before proceeding with ADA aspects of the project.
7. The final bid set of plans and specifications were provided prior to the pre-bid meeting. It is the contractor's responsibility to make sure the correct set is being utilized.
8. not used
9. The contractor is cautioned that the sidewalks have a limited load bearing capability. The contractor shall not drive heavy equipment on the sidewalks. Damage to the sidewalks or landscaping shall be repaired by the contractor at no cost to the owner.
10. The contractor shall perform activities that create loud abrupt noise between 8 am and 5 pm. Those activities shall be scheduled to minimize disturbance to the neighbors. When weekend work is required, contractor shall minimize noise pollution for neighboring homes.
11. Asbestos removal will be performed by DFCM prior to the contractor's work and in phases. The existing roofing mastics do contain asbestos and will be the responsibility of the contractor for proper removal.
12. **Contract documents** : DFCM will provide 1 set of printed plans and specifications . The contractor will be required to provide additional printed sets as needed for construction.
13. **Fabricators**: Off site fabrication of structural products and elements shall be performed by certified and approved fabricators. Fabricators shall be approved by The State of Utah building official prior to fabrication. The Fabricators certificate of compliance shall be submitted at the appropriate time. For additional information and clarification please contact the DFCM buildings officials or refer to the building officials link on the DFCM web site.

SPECIFIC DFCM PROJECT REQUIREMENTS
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Fabricator's Certificate of Compliance

Each approved fabricator that is exempt from Special Inspection of shop fabrication and implementation procedures per section 1704.2 of the International Building Code must submit a *Fabricator's Certificate of Compliance* at the completion of fabrication.

Project:

Fabricator's Name:

Address:

Certification or Approval Agency:

Certification Number:

Date of Last Audit or Approval:

Description of structural members and assemblies that have been fabricated:

I hereby certify that items described above were fabricated in strict accordance with the approved construction documents.

Signature

Date

Title

Attach copies of fabricator's certification or building code evaluation service report and fabricator's quality control manual



**BID FORM – REVISED
PER ADDENDUM NO. 2 DATED JUNE 25, 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 **LIBBIE EDWARDS SCHOOL REMODEL FOR THE UTAH SCHOOL FOR THE DEAF AND THE BLIND - OFFICE OF EDUCATION - SALT LAKE CITY ,UTAH- DFCM PROJECT # 08260200** 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 all work shown on the Drawings and described in the Specifications and Contract Documents to provide and install kitchen equipment, I/we agree to perform for the sum of:

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

ADDITIVE ALTERNATE NO. 2: For all work shown on the Drawings and described in the Specifications and Contract Documents to provide new asphalt roadway on the west side of the school, I/we agree to perform for the sum of:

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

ADDITIVE ALTERNATE NO. 3: For all work shown on the Drawings and described in the Specifications and Contract Documents to provide and install air conditioning for the cafeteria, I/we agree to perform for the sum of:

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

ADDITIVE ALTERNATE NO. 4: For all work shown on the Drawings and described in the Specifications and Contract Documents to provide and install air conditioning for the gymnasium, I/we agree to perform for the sum of:

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

ADDITIVE ALTERNATE NO. 5: For all work shown on the Drawings and described in the Specifications and Contract Documents for new finishes in the auditorium, I/we agree to perform for the sum of:

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

ADDITIVE ALTERNATE NO. 6: For all work shown on the Drawings and described in the Specifications and Contract Documents to power wash the exterior of the building, 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 **December 14, 2009** 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