



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 #7

Date: March 4, 2009

To: Contractors

From: Vic Middleton, Project Manager, DFCM

Reference: Bingham Entrepreneurship & Engineering Center
Utah State University - Uintah Regional Campus - Vernal, Utah
DFCM Project No. 08273770

Subject: **Addendum No. 7**

Pages	Addendum	3 pages
	<u>Revised Cost Proposal Form</u>	<u>2 pages</u>
	Total	5 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.

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

7.2 **GENERAL** – Revised cost proposal form separating the addendums for stage I & II

1. Who is responsible for planting in the parking strip?
A: Your landscaping plan should include what you plan on providing. I am not sure which parking strip you are referring to.
2. The RFP and addendum reference a pressurized irrigation system is available for irrigation use. Can you provide the location of the line, size of line, and pressure in the line?
A: There is a pressurized irrigation system with a valve located on the corner of 5th north and 2000 W. I don't have information on the pressure in the line and I believe the line is a 6" Once the contract is awarded we will have a landscaping meeting involving the UBATC building and the BEERC to coordinate the extension of the line to the south.

3. The RFP indicated the design build team is not to include commissioning in the project cost, while Addendum 5, Item 32, indicates the cost to provide design/build team interface with the commissioning agent, along with paperwork, meetings, field assistance, etc. should be included in the base proposal. It is not possible to price the involvement of the design/build team in the commissioning effort until after an accurate scope of commissioning has been developed for project, and a clear definition of responsibilities for the commissioning agent and for the design/build team has been established. Please provide a detailed commissioning plan and a clearly defined scope of responsibilities for the commissioning agent and for the design/build team.

A: What I want to avoid is a request for a change order based upon the efforts of the design/built team to comply with the commissioning agents requests. I am hoping the design/build team will anticipate how much time will be required to work with the commissioning agent and include this in their proposal. Attached is the commissioning agents breakdown of responsibilities.

7437 Carling Circle Suite 100 • Salt Lake City, Utah 84121 • Phone (801) 733-7502 • Fax (801) 880-5902

Proposal for Commissioning the
Bingham Entrepreneurship and
Energy Research Center
Utah State University – Vernal Campus
ATTN: Vic Middleton November 19, 2008
DFCM Project Manager

Senergy BCS Inc. is pleased to offer a proposal for the commissioning of the new facility called Bingham Entrepreneurship and Energy Research Center for Utah State University in Vernal Utah.

Senergy BCS offers the following definition of commissioning for clarification:
Commissioning. Commissioning (Cx) is a systematic process of verifying that building systems perform interactively according to the design intent and the owner's operational needs. This is achieved beginning in the design phase by documenting the design intent and continuing through construction, acceptance, and the warranty period with actual verification of performance, operation and maintenance (O&M) documentation verification and the training of operating personnel.

Our goals are listed below.

Commissioning Goals: At the building level these objectives include:

- Develop specifications with the design team that clearly define the commissioning process and the roles for the construction team members.
- Verify and document that applicable equipment and systems are installed properly and receive adequate operational checkout by installing contractors.

- Verify and document proper performance of equipment and systems

- Ensure that O&M documentation left on site is complete.

- Ensure that the Owner's operating personnel are adequately trained.

Specifically, we would like to state the work we intend to perform.

- Establish a Design Intent Document with the architect for the project.

- Review the Basis of Design documents developed by the engineers and how the design reflects the Design Intent Document.

Senergy BCS, Inc. • 7437 Carling Circle Suite 100 • Salt Lake City, Utah 84121 • Phone (801) 733-7502

- Review the existing design documentation and project submittals utilizing statistical sampling method. 20% of the documents will be reviewed for organization and compliance with owner's requirements.

- Develop Pre-functional checklists for contractors.

- Review checklists

- Develop functional tests for contractors.

- Review tests
- Verify test results using statistical random sampling of the following systems.

Mechanical Systems

1. Cooling Systems
2. Cooling and Heating Water Pumping System
3. Temperature Control System
4. Refrigeration Systems
5. Heating Systems
6. Air Handling Systems
7. Air Distribution System
8. Exhaust Fans and Systems Including Lab Hoods.
9. Ventilation Dampers and Fans
10. Water and Air Test and Balance

Electrical Systems

1. Electrical Distribution Panels
2. Emergency Generator
3. UPS Systems
4. Variable Frequency Drives
5. Fire Alarm System
6. Security System
7. Lighting Control System

All testing and Verification is performed by Senergy BCS with the assistance of the following entities

- State Maintenance Personnel.
- Plumbing Contractor
- Sheet Metal Contractor
- Temperature Control Contractor
- Electrical Contractor
- Fire, Life Safety Contractor
- General Contractor
- Balancing Contractor

Senergy BCS, Inc. • 7437 Carling Circle Suite 100 • Salt Lake City, Utah 84121 • Phone (801) 733-7502 3

Senergy BCS Inc proposes to perform the proposed scope of work

The commissioning services proposed are in conformance with the requirements for the LEED prerequisite for commissioning as well as EA credit 3 for additional commissioning.

Any additional fees required by the listed entities to perform the test procedures shall be the responsibility of the owner or their representative and is NOT the responsibility of Senergy BCS.

Commissioning of specialized laboratory equipment(i.e. mass spectrometers) is not included. If this is desired a separate contract for these services may be negotiated.

We appreciate the opportunity to quote this project. Should you have any questions please call Steve Thomas at (801) 733-7502.

Thank You,

Steven Thomas

President

Senergy BCS Inc.

4. Clarification on the fume hoods: When we deleted the perchloric acid hoods we did not delete the fume hood itself. We expect to have the same number of fume hoods as originally programmed.



Division of Facilities Construction and Management

REVISED COST PROPOSAL FORM

NAME OF PROPOSER _____ 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 Design/Build Teams" and in accordance with the "Request for Proposals" for the **Bingham Entrepreneurship & Engineering Center – Utah State University – Uintah Regional Campus – Vernal Utah – DFCM Project No. 08273770** 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 Stage I: _____

I/We acknowledge receipt of the following Addenda Stage II: _____

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 July 1, 2010, should I/we be the successful proposer, and agree to pay liquidated damages in the amount of \$1,000.00 per day for each day after expiration of the Contract Time as stated in Section 4.2 of the Design/Build 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 _____.

PROPOSAL FORM
PAGE NO. 2

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 Proposer

ADDRESS:

Authorized Signature