



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: July 2, 2009
To: Contractors
From: Jim Russell
Reference: Center for New Media- South City Campus
Salt Lake Community College – Salt Lake City, Utah
DFCM Project No. 09024670

Subject: **Addendum No. 1**

Pages	Addendum Cover Sheet	2 pages
	Revised Cost Proposal Form	3 pages
	Design Schedule	1 page
	<u>Proposed Site Plans</u>	<u>3 pages</u>
	Total	9 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:** No Project Schedule changes.

1.2 **GENERAL ITEMS:**

- 1.2.1 Revised Cost Proposal Form with liquidated damage amount and FLCC.
- 1.2.2 The attached site plans are conceptual only. They are subject to change and are meant only to give the Contractor an idea of the projected site layout.
- 1.2.3 The attached design schedule is subject to change and is meant to give the Contractor a basis for their schedule.

- 1.2.4 The total project consists of approximately 120,000 gsf. The Salt Lake School District portion will be new construction of approximately 25,000 gsf. The SLCC Center for New Media and the facilities buildings shall be approximately 95,000 gsf combined. It is yet to be determined the amount of new space and remodeled space for the SLCC buildings.
- 1.2.5 The student and facility parking and access will have to be maintained during construction. Contractor will have to work their construction parking and staging around the needs of the SLCC and Salt Lake School District.
- 1.2.6 The Contractor must specifically state in the Management Plan what self-performed work they intend to perform. This work shall be billed at actual cost incurred plus the self-performed markup. The Contractor shall bid their self-performed work for budgetary reasons only. All self-performed work not included in the Management Plan must be competitively bid.



COST PROPOSAL FORM – REVISED
PER ADDENDUM NO. 1 DATED JULY 2, 2009

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 General Contractors/Construction Managers" and in accordance with the "Request for Proposals" for the CENTER FOR NEW MEDIA – SOUTH CITY CAMPUS – SALT LAKE COMMUNITY COLLEGE – SALT LAKE CITY, UTAH DFCM PROJECT NO. 09024670 propose a pre-construction fee at the price stated below. This price is to cover all expenses incurred in performing the pre-construction services as outlined in our proposal of which this proposal is a part:

I/We acknowledge receipt of the following Addenda: _____

A. Preconstruction Fee - For all work during the pre-construction period, I/we agree to perform for the lump sum of:

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

B. Construction Management Fee (including overhead and profit) - For all work during the construction phase of the contract for the management of the project, I/we agree to perform for the lump sum of:

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

C. Contractors Modification Factor - The contractors insurance modification factor as currently rated is: _____

D. Construction Supervision Cost - For project supervision and support team costs not covered in the above management fee, I/we agree to perform for the sum of _____ per month x _____ (total months) = _____ (total NTE Construction Supervision Cost).

E. **Self Performed Work Markup** - For all self performed work, I/we agree to add no more than ___% to our labor and material costs to perform the work.

Contractor Change Order Markup - For all work added to the contract by change order above and beyond the FLCC, I/we agree to add not more than 5% to the subcontractor/supplier costs for the additional work. (For clarification, please review Section 5.2 of the CM/GC Agreement.)

I/We guarantee that the Work will be Complete, including punchlist items, within the negotiated time frame after receipt of the Notice to Proceed, should I/we be the successful proposer, 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 1.4 of the CM/GC Agreement.

The FLCC for this project is **\$25,400,000**. Enclosed is a bid bond in the amount of 5% of the FLCC.

With the cooperation of DFCM and A/E, the undersigned will continue to work with due diligence to provide a Guaranteed Maximum Price (GMP) within the FLCC.

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

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

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within fifteen (15) 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 upon final agreement of the GMP. The Bid Bond attached, in the amount not less than five percent (5%) of the FLCC 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

ID	Task Name	Duration	Start	Finish
1				
2	Beginning of Fall Classes	0 days	Wed 8/24/11	Wed 8/24/11
3	Occupy Center for New Media	0 days	Wed 7/27/11	Wed 7/27/11
4	construction of Center for New Media	56 wks	Thu 7/1/10	Wed 7/27/11
5	demolish facilities shop/School District Classrooms	2 wks	Thu 6/17/10	Wed 6/30/10
6	move out of school district classroom	1 wk	Thu 6/10/10	Wed 6/16/10
7	first day of classes - SLCSO	0 days	Tue 8/24/10	Tue 8/24/10
8	last day of classes - SLCSO	0 days	Tue 6/8/10	Tue 6/8/10
9	Occupy SLCSO Portion of Project	0 days	Tue 7/27/10	Tue 7/27/10
10	Construction of SLCSO Portion of Project	10 mons	Tue 10/20/09	Mon 7/26/10
11				
12	NTP	0 days	Mon 6/1/09	Mon 6/1/09
13	Track A	100 days	Mon 6/1/09	Fri 10/16/09
14	Programming - gross Project Parameters	2 wks	Mon 6/1/09	Fri 6/12/09
15	Programming Detail	4 wks	Mon 6/15/09	Fri 7/10/09
16	Schematic Design	4 wks	Mon 6/15/09	Fri 7/10/09
17	DD	6 wks	Mon 7/13/09	Fri 8/21/09
18	CD	8 wks	Mon 8/24/09	Fri 10/16/09
19	Demo Package	0 days	Mon 9/21/09	Mon 9/21/09
20				
21	Track B	250 days	Mon 6/1/09	Fri 5/14/10
22	Programming	8 wks	Mon 6/1/09	Fri 7/24/09
23	Schematic Design	8 wks	Mon 7/13/09	Fri 9/4/09
24	Review & Cost Model	2 wks	Mon 9/7/09	Fri 9/18/09
25	Design Development	16 wks	Mon 9/21/09	Fri 1/8/10
26	Review & Cost Model	2 wks	Mon 1/11/10	Fri 1/22/10
27	Construction Documents	16 wks	Mon 1/25/10	Fri 5/14/10
28	Demo Package	0 days	Mon 4/19/10	Mon 4/19/10





