



State of Utah

GARY R. HERBERT  
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GREGORY S. BELL  
Lieutenant Governor

Department of Administrative Services

KIMBERLY K. HOOD  
Executive Director

Division of Facilities Construction and Management

DAVID G. BUXTON  
Director

## ADDENDUM #2

Date: April 20, 2010

To: Contractors

From: Jeff Reddoor, Project Manager, DFCM

Reference: Boiler #1 Replacement  
Southern Utah University – Cedar City, Utah  
Project No.09239730

Subject: **Addendum No. 2**

Pages	Addendum Coversheet	1 page
	Engineers Addenda	1 page
	Revised Bid Form	2 pages
	Total	4 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** – There are no changes to the project schedule.

**2.2 GENERAL** – WHW Engineering – Two alternates added to the bid tab.

1. Removing all #6 oil pumps, piping, exchanger, filters, valves, structures, steam and condensate piping as shown on the drawings.
2. Provide an hourly rate for the removal of the #4 coal fired boiler. Provide hourly rates for the following individuals.  
Superintendent, Foreman, Equipment Operator, and Truck Driver.

**Utah!**  
Where ideas connect

# ADDENDUM

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Project Name: Boiler #2 Replacement

Addendum No.: 2

DFCM Project # 09239730

Date: 04/20/10

From: WHW Engineering Inc  
8619 South Sandy Parkway  
Sandy, Utah 84070  
Phone (80) 466-4021 Fax (801) 466-8536

To:

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This Addendum forms and becomes a part of the Contract Documents and modifies the original Bidding Documents dated 3/1/10 as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of 1 page.

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**I - CHANGES TO PRIOR ADDENDA:** N/A

**II - CHANGES TO BIDDING REQUIREMENTS:** This project will be tax exempt.

**III - CHANGES TO AGREEMENT & OTHER CONTRACT FORMS:** New Bid form provided indicating two additive alternates.

a. Alternate No. 1: Removing all #6 oil pumps, piping, exchangers, filters, valves, structures, steam and condensate piping as shown on the drawings.

b. Alternate No. 2: Provide an hourly rate for the removal of the No. 4 coal fired boiler. Provide hourly rates for the following individuals.

1. Superintendent
2. Foreman
3. Equipment Operator
4. Truck Driver

**IV – CHANGES/CLARIFICATIONS TO CONDITIONS OF THE CONTRACT:** N/A

**V - CHANGES/CLARIFICATIONS TO SPECIFICATIONS:**

**Item V-1.**

**Item V-2.**

**VI - CHANGES/CLARIFICATIONS TO DRAWINGS:**

**Item VI-1.**



Division of Facilities Construction and Management

REVISED BID FORM

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 Boiler #1 Replacement - Southern Utah University - Cedar City, Utah - DFCM Project 09239730 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: \_\_\_\_\_

For all work shown on the Drawings and described in the Specifications and Contract Documents, I/we agree to perform for the sum of:

BASE BID:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

(In case of discrepancy, written amount shall govern)

ADDITIVE ALTERNATE #1 - Removing all #6 oil pumps, exchangers filter, valves, structures, steam and condensate piping as shown on the drawings.

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

(In case of discrepancy, written amount shall govern)

ADDITIVE ALTERNATE #2 - UNIT PRICES - Provide an hourly rate for the removal of the #4 coal fired boiler. Provide hourly rates for the following individuals.

- 1. Superintendant \$ \_\_\_\_\_
2. Foreman \$ \_\_\_\_\_
3. Equipment Operator \$ \_\_\_\_\_
4. Truck Driver \$ \_\_\_\_\_

I/We guarantee that the Work will be Substantially Complete by February 28, 2011, 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