



State of Utah

GARY R. HERBERT
Governor

GREGORY S. BELL
Lt. Governor

Department of Administrative Services

KIMBERLY K. HOOD
Executive Director

Division of Facilities Construction and Management

DAVID G. BUXTON
Director

ADDENDUM NO. 2

Date: September 23, 2010

To: Big-D Construction Layton Construction
Gramoll Construction McCarthy Construction
Jacobsen Construction Okland Construction

From: Rick James- Project Manager

Reference: Thatcher Building Addition to the Henry B. Eyring Chemistry Building
University of Utah – Salt Lake City, Utah
DFCM Project No. 10026750

Subject: Addendum No. 2

Pages	Addendum Cover Sheet/Special ARRA Requirements	2 pages
	Revised Project Schedule	1 page
	<u>Revised Cost Proposal Form</u>	3 pages
	Total	6 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. Changes are highlighted.

2.2 GENERAL ITEMS:

2.2.1 **Revised Cost Proposal:** As a result of ARRA Special Requirements information which may not have been considered in the preparation of Cost Proposals submitted September 21, 2010, Contractors are required to submit a “Revised Cost Proposal” on the attached form at the date and time indicated on the Revised Project Schedule. The unopened Cost Proposals which were submitted September 21, 2010 will be returned to contractor if requested.

2.2.2 **Special ARRA Requirements:** The contractors will be required to meet the following:

**SPECIAL REQUIREMENTS FOR CONSTRUCTION
CONTRACTS FUNDED UNDER ARRA**

This project is funded in part through federal ARRA funds. As a result, the ARRA requirements will apply including, but not limited to, the following. Additional contract language relative to ARRA requirements will be provided at a later date.

(1) **TRANSPARENCY**

Summary: Transparency will provide the public with information on how Federal dollars are being spent and help drive accountability for the timely, prudent, and effective spending of recovery dollars.

Forms/Reports: Reports required will answer the following questions:

- Who is receiving Recovery Act dollars and in what amounts.
- What activities are being funded with Recovery Act dollars.
- Completion status of each activity or project.
- Project/Activity impact on job creation and retention.

(2) **DAVIS-BACON WAGE ACT**

Summary: All laborers and mechanics employed by contractors and subcontractors shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality. **The rates are determined by county.** See <http://www.gpo.gov/davisbacon/ut.html>

This is not required for the energy auditors, engineers, architects, or administration staff of the contractor or sub-contractors.

Forms/Reports: Weekly payroll records are required for contractors and sub-contractors. A survey may be filled out at the job site to a random selection of the laborers in order to determine adherence to this Act.

(3) **BUY AMERICAN**

Summary: Iron, steel, and other manufactured goods used for a project for the construction, alteration, maintenance, or repair of a public work must be manufactured in the United States. Components or subcomponents in other manufactured construction material are not affected by the Buy American provision, but the manufacture of the construction material must occur in the U.S. Buy American restriction is not applicable if it is inconsistent with U.S. obligations under international agreements, or if the goods fit the following criteria:

- Domestic goods are not produced in sufficient, available quantities or are not of satisfactory (specified) quality.
- Domestic goods will increase the cost of the overall project by more than 25%.
- Applying the Buy American requirements of ARRA would be inconsistent with the public interest.



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES
Division of Facilities Construction and Management

DFCM

**PROJECT SCHEDULE – REVISED
 PER ADDENDUM NO. 2 DATED SEPTEMBER 23, 2010**

**PROJECT NAME: THATCHER BUILDING ADDITION TO THE
 HENRY B. EYRING CHEMISTRY BUILDING
 UNIVERSITY OF UTAH – SALT LAKE CITY, UTAH**

DFCM PROJECT # 10026750

CM/GC

Event	Day	Date	Time	Place
Request for Proposals Available	Tuesday	August 31, 2010	4:00 PM	DFCM 4110 State Office Bldg SLC, UT and DFCM web site*
Mandatory Pre-Proposal Site Meeting	Friday	September 10, 2010	10:00 AM	Room 2429 South Henry B. Eyring Chemistry Bldg University of Utah SLC, UT
Last Day to Submit Questions	Monday	September 13, 2010	4:00 PM	Rick James – DFCM E-mail: rjames@utah.gov Fax 801-538-3267
Addendum issued to include Special ARRA Requirements	Thursday	September 23 2010	5:00 PM	DFCM web site *
Revised Cost Proposals Due	Tuesday	September 28, 2010	12:00 NOON	DFCM 4110 State Office Bldg SLC, UT
Short Listing by Selection Committee, if applicable	Wednesday	October 6, 2010	8:00 AM	Fax and DFCM web site *
Interviews	Wednesday	October 13, 2010	TBA	To be announced
Announcement	Monday	October 18, 2010	4:00 PM	DFCM web site *
Requested Substantial Completion Date	Monday	July 2, 2012		

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



**COST PROPOSAL FORM- REVISED
 PER ADDENDUM NO. 2 DATED SEPTEMBER 23, 2010**

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 **THATCHER BUILDING ADDITION TO THE HENRY B. EYRING CHEMISTRY BUILDING - UNIVERSITY OF UTAH - SALT LAKE CITY, UTAH - DFCM PROJECT NO. 10026750**, 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 **\$1,000.00** 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 **\$14,600,000.00**. 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