### University of Louisville

#### PURCHASING DEPARTMENT LOUISVILLE, KENTUCKY

Invitation No: IB-60-12 Date: February 24, 2012

Title: Student Recreation Center, BC-4 General Contractor

Addendum No. One (1)

The following shall clarify and/or modify the original bid document(s) as issued by the University of Louisville.

#### 1. Add the attached Additions and Clarifications to this Invitation to Bid.

Bidder must acknowledge receipt of this and any addenda either with bid or by separate letter. Acknowledgement must be received in the Office of Purchasing, Service Complex Building, University of Louisville not later than March 13, 2012 at 2:00 PM. If by separate letter, the following information must be placed in the lower left hand corner of the envelope:

**Invitation No: IB-60-12** 

Title: Student Recreation Center, BC-4 General Contractor

Open Date: March 13, 2012 at 2:00 PM

		BY:	Curtis Monroe
			Authorized Purchasing Officer
Receipt Acknowledged:_			
			FIRM
	BY:		

highlighted text = items not inserted in or relevant to architectural specs/drawings

#### ADDENDUM NUMBER ONE

Bidders shall conform to the following changes, as same shall become binding on the Contract to be issued in response to this Invitation to Bid.

#### **CORRECTIONS, CLARIFICATIONS & ADDITIONS**

- 1. **Addition:** Specification section 013080 "Resilient Sound Isolation Battens" to be included in the bid documents. Refer to attached specification section "Resilient Sound Isolation Battens" from Omni Architects dated January 2012.
- 2. **Addition:** (Reference Drawings ES-01 through ES-05) Provide additional wall box and conduit with locking cover for volume controls above existing wall boxes in MAC and all Gymnasiums. Relocate volume controls into new wall box. Provide at all locations shown in drawings ES-01 through ES-05. Refer to attached Supplemental Drawing "Gym and MAC Input/Control Wallboxes" from DBA Acoustics dated February 22, 2012
- 3. **Clarification:** Note that all bid documents and addenda for Bid Packages, Phase #1 through #3 will be made available to all bidders for informational purposes only. Drawings and specifications for Bid Packages, Phase #1 through #3 can be obtained at Zen Reprographics.
- 4. Clarification: The Bid Package, Phase #3 contract for this project was bid in an effort to allow the steel shop drawings to take place as early as possible for the benefit of the General Contractor selected in Bid Package, Phase #4 and the overall schedule of the project. The Bid Package, Phase #3 contract (Including the performance bond for the Bid Package, Phase #3contract) shall be assigned to and received by the Bid Package, Phase #4 contractor as part of their contractual obligations for this project. A sample "Assignment and Assumption of Trade Contract" is attached as part of this addendum. Payment to the Bid Package, Phase #3 contractor will be made to that contractor by the University up and until the BP#4 contractor has been determined and the Bid Package, Phase #4 contract awarded, for work performed through that date. Afterwards payment to the Bid Package, Phase #3 contractor shall be through the Bid Package, Phase #4 contractor as if they had been a subcontractor all along. The Bid Package, Phase #4 contractor shall indicate the Bid Package, Phase #3 contractors cost on their schedule of values and in their payment applications (in a manner consistent with their own cost breakdowns) and shall include payments already made by the University to the Bid Package, Phase #3 contractor as "work completed to date" and elsewhere on the payment application as applicable. Should no payments be made by the university to the Bid Package, Phase #3 contractor prior to the award of the Bid Package, Phase #4 contractor then the full contract amount (\$4,941,000) of the Bid Package, Phase #3 contract shall be assumed by the Bid Package, Phase #4 contractor.
- 5. **Clarification:** (Reference "Method of Award, Evaluation Criteria; Staffing experience 20 Points") Note that the "Minimum full-time on-site positions" may be performed, in any combination, by the same person provided that person maintains all qualifications for each position and all positions are adequately cover by experienced staff.
- 6. **Addition:** (Reference Specification Section 201305 "Geothermal (Earth Coupled) Loop Piping System & Heat Transfer Fluid") Additional boring information can be located in the "Report of Subsurface Exploration and Geotechnical Engineering Evaluation" included in the general specifications.
- 7. **Clarification:** (Reference drawing M0214 Level 01 Air Distribution Area A) The temperature sensor for unit FCU-03 shall be located on the adjacent interior wall in Stair #3. Coordinate final location with the engineer prior to rough-in.
- 8. **Clarification:** (Reference drawing M0231 Level 02 Air Distribution Area A) The temperature sensor for unit FCU-03 shall be located on the adjacent interior wall in Stair #3. Coordinate final location with the engineer prior to rough-in.
- 9. **Clarification:** (Reference drawing M1201 Mechanical Schedules) Refer to the attached revision sketch REV M1201-1 from CMTA Engineers dated February 24, 2012 for revised schedule values for the geothermal heat pump schedule.
- 10. **Clarification:** All exposed mechanical piping and ductwork in the building shall be painted to match the structure. Coordinate with the general trades contractor.
- 11. **Clarification:** All exposed fire protection piping in the building shall be painted to match the structure. Coordinate with the general trades contractor.
- 12. **Clarification:** All exposed plumbing piping in the building shall be painted to match the structure. Coordinate with the general trades contractor.

## University of Louisville

Student Recreation Center

#### ASSIGNMENT AND ASSUMPTION OF TRADE CONTRACT

This Assignment and Assumption of Trade Contract (the "Agreement") is made and entered into as of the \_\_\_\_day of \_\_\_\_\_, 2012, by and between the University of Louisville," XYZ Contractor", and XYZ STEEL CONTRACTOR (the "Trade Contractor").

RECITALS:

The University of Louisville and the Trade Contractor entered into that certain Trade Contract for Bid Category,\_\_\_\_\_
for The Student Recreation Center, dated\_\_\_\_\_
pursuant to which the Sub Contractor undertook certain obligations relating to the construction of that facility.

XYZ Construction has agreed to serve as the University of Louisville's General Contractor pursuant to an Agreement for providing General Construction Services for the Student Recreational Facility, as of \_\_\_\_\_\_.

The University of Louisville now desires to assign the established Trade Contract XYZ General Contractor is willing to assume, and the Trade Contractor is willing to consent to the assignment of, the Sub contract, as well as all rights, powers, representations, warranties, covenants and obligations thereunder, upon the terms of this Agreement.

NOW, THEREFORE, for the good and valuable consideration, the parties hereto hereby agree as follows:

- 1. Acknowledgement and Agreement.
  - a. The Trade Contractor agrees that, upon the execution and delivery of agreement by all of the parties hereto, (I) it will perform all obligation under the Sub-contract, including without limitation minority business enterprises and equal employment opportunity requirements, under XYZGC's direction, (ii) all communications regarding the Trade Contract will be directed to XYZGC, and (iii) XYZGC shall also have the same University of Louisville's rights and powers under the original Trade Contract and it shall recognize the assignment to and assumption by XYZGC under this agreement.
  - b. The University of Louisville and the Trade Contractor acknowledges and agrees that all payments to the Trade Contractor under the Trade Contract shall be made by XYZGC once xyz contractor is under contract for the above project and that Trade Contractor shall submit its applications for payments, in the form and at the time provided in the Trade Contract, to XYZGC. After XYZGC's approval of all pay applications during the month, XYZGC will forward its monthly application for payment to the University Representative. XYZGC will pay Trade Contractor promptly when payment is received from the University of Louisville.
- 2. <u>Assignment.</u> The University of Louisville hereby, assigns and transfers XYZGC, all rights, title and interest of the University in and to the established Trade Contract together with all rights, powers, duties, obligations, representations, warranties and covenants arising under the Trade Contract assigned herein is a valid and legal contract.
- 3 .Assumption. XYZGC hereby accepts the foregoing assignments and on and after the date hereof agrees to assume and perform all of the duties, covenants, agreements, and obligations required to be performed by the University of Louisville pursuant to the Sub-contract.

IN WITNESS WHEREOF, each of the University of Louisville, XYZGC and the Sub- contractor has

University of Louisville	Trade Contractor
Ву:	Ву:
Title:	Title:
XYZGC	
Ву:	
Title:	
	mance Bonds furnished by the Trade Contractor to the University of
	ment and Assumption, agrees that such Bonds shall remain in effect ZGC and agrees that XYZGC shall be deemed to be an additional
with respect to the Trade Contract now held by XX	
with respect to the Trade Contract now held by XX	ZGC and agrees that XYZGC shall be deemed to be an additional
with respect to the Trade Contract now held by XX	By:
with respect to the Trade Contract now held by XX	By:
with respect to the Trade Contract now held by XX	By:
with respect to the Trade Contract now held by XY obligee under such Bonds.  This Assignment has been approved	By:

caused it duly authorized representative to duly execute and deliver this Agreement as of the date first above-written.

SECTION 13080 - RESILIENT SOUND ISOLATION BATTENS (LAT $^{\text{\tiny{M}}}$ ) [FOR FLOATING CONCRETE FLOOR]

PART 1 - GENERAL

#### 1.01 SECTION INCLUDES

- A. Resilient Sound Isolation Battens (for floating concrete floor): Model CDM-ISO-LAT<sup>™</sup>
- 1.02 RELATED SECTIONS shall include but not be limited to:
  - A. Flooring
  - B. Waterproofing

#### 1.03 ALTERNATES

- A. Prior Approval: Proposed substitutions for products in this section may be submitted to the architect and acoustical consultant no later than ten (10) working days prior to the bid due date. Substitutions shall only be considered if submitted with complete information including acoustic data and a sample. Acceptance of substituted products is contingent on the architect's and acoustical consultant's approval and the substitution's compliance with all specified criteria. The architect shall approve substitution request via addendum.
- B. Unapproved Substitutions. Substitutions not approved via addendum shall not be submitted to the architect or acoustical consultant.

#### 1.04 REFERENCES

- A. Local Building Code Current Edition
- B. American Society for Testing & Materials (ASTM)
  - 1. ASTM E90-90 Airborne Sound Transmission Loss
  - 2. ASTM E492-90 Impact Sound Transmission Loss

#### 1.05 SYSTEM DESCRIPTION

A. The floating concrete floor Resilient Sound Isolation Batten CDM-ISO-LAT system shall consist of natural rubber isolation pads incorporated in a thin-gauge galvanized steel channel ("batten") and CDM-ISO-STRIP 94% recycled resin-bonded rubber car tire perimeter isolation strips. The floated concrete floor shall be constructed as detailed in the contract drawings and shall incorporate at least one (1) layer of 3/4" plywood as a lost formwork resting on the CDM-ISO-LAT system, 2 layers of overlapping polyethylene film as a water barrier, extending above the perimeter isolation, the specified thickness and density concrete layer and finish top coat. The plywood shall be joined at corners with commercial junction plates.

#### B. Performance Requirements:

1. The CDM-ISO-LAT system shall meet or exceed STC 66 and IIC 63 as tested over a 6" thick concrete structural slab. Dynamic natural frequency of the resilient pads shall be as indicated in the chart below.

Model	Elastomer	Elastomer Load Resonant Range, psi Frequency, Hz		Material
L	CDM-79	15-52	6-10	natural rubber
М	CDM-80	30-115	6-10	natural rubber
Н	CDM-81	60-215	6-10	natural rubber

Contractor shall submit copies of test reports to support the performance of the mechanical characteristics.

#### 1.06 SUBMITTALS

- A. Product Data: Submit standard manufacturer product cut sheet showing product and selected options.
- B. Shop Drawings: Submit shop drawings with dimensions.

#### 1.07 QUALITY ASSURANCE

- A. Qualifications: Floating floor materials shall be designed and fabricated at the facilities of a specialized manufacturer having experience in the matter.
- B. Single Source: All products under this section shall be supplied by a single manufacturer to ensure consistency in product size and finish.
- C. Pre-Installation Meeting: Installing contractor shall organize and conduct pre-installation meetings with all other trades to coordinate conditions and elements attaching to, penetrating through or concealed above/behind work in this section.

#### 1.08 DELIVERY STORAGE AND HANDLING

- A. Packing, Shipping, Handling and Unloading: CDM-ISO-LAT system shall be handled with care.
- B. Storage and Protection: Store CDM-ISO-LAT in original packaging until ready to install. Store CDM-ISO-LAT in temperature and humidity controlled conditions for 24 hours prior to installation and protect from moisture and infestation. Protect CDM-ISO-LAT from elements that would damage the components.
- C. Acceptance at Site: Ensure that all project environmental requirements have been met prior to unpacking or installing the CDM-ISO-LAT system. Full or partial installation constitutes complete product acceptance.
- D. Waste Management and Disposal: Dispose of all packaging materials and debris in a safe and environmentally responsible manner according to the instructions set forth by the General Contractor, local ordinances or codes and the Environmental Protection Agency.

#### 1.09 PROJECT CONDITIONS

- A. Project Environmental Requirements: Prior to unpacking or installing the CDM-ISO-LAT system, ensure that the installation area is fully enclosed and protected from moisture and direct sunlight. Ensure that the building's mechanical systems are fully operational and will not be turned off again even for testing and balancing of the mechanical systems. Coordinate with other trades to ensure that all work below mat surfaces is complete.
- B. Product Handling: Handle the CDM-ISO-LAT system carefully so as to avoid damage to the components.

#### 1.10 WARRANTY

- A. Submit to Owner or Owner's Representative a written and dated warranty issued by the manufacturer warranting the CDM-ISO-LAT against defects in materials or manufacturing for a period of one (1) year from the date of delivery.
- B. Any components used in the CDM-ISO-LAT system but not provided by the manufacturer are excluded from the manufacturer's warranty. Damage caused by exposure to moisture or rapid or extreme changes to temperature or humidity are excluded from the manufacturer's warranty. Damage caused by improper storage, handling or installation is excluded from the warranty.

#### 1.11 OWNER'S INSTRUCTIONS

A. Installing contractor shall provide to the building owner or to the owner's representative a copy of the manufacturer's maintenance manual supplied with the CDM-ISO-LAT.

#### 1.12 MAINTENANCE

A. Extra Materials: If provided per the project requirements, extra materials shall remain in the manufacturer's original, unopened packaging and shall be given to the building owner or owner's representative upon substantial completion of work.

#### PART 2 - PRODUCTS

#### 2.01 MANUFACTURER

A. CDM, Reutenbeek 9-11, Overijse, Belgium, +32 (2) 687 79 07 (telephone), +32 (2) 687 35 52 (facsimile), http://www.cdm.be.

#### 2.02 US DISTRIBUTOR

A. RPG Diffusor Systems, Inc., 651-C Commerce Drive, Upper Marlboro, MD 20774 301-249-0044 (telephone), 301-249-3912 (facsimile), http://www.rpginc.com.

#### 2.03 MATERIALS

A. The CDM-ISO-LAT system shall consist of isolation pads incorporated in a galvanized steel channel ("batten"). Isolation pads shall be 36mm [1.4"] width x 40mm [1.6"] length x (30, 40, or 50mm [1.2", 1.6", 2"]) height natural rubber elastomeric pads. Each batten is typically equipped with eight (8) isolation pads, typically spaced 14 ¾" apart. The choice of the pad material and spacing shall be determined by the manufacturer based on the acoustical design load, which is the dead load plus 1/3 of the live load. Respective loads (psi), resonant frequencies, material and dynamic/static stiffness rations of the elastomers shall be as indicated in the table. Isolation pads shall be able to be relocated along the batten to allow flexibility during installation.

Model	Elastomer	Load Range, psi		Resonant Frequency, Hz	Material	Dynamic/Static Stiffness ratio	
		Static	Total	Occasional	Static-Total		
L	CDM-79	15-36	52	360	6-10	natural rubber	1.7 - 1.8
М	CDM-80	30-85	115	870	6-10	natural rubber	2.0 - 2.1
Н	CDM-81	60- 175	215	1750	6-10	natural rubber	1.6 - 1.7

Pad shall come with lab test data regarding static and dynamic stiffness, as well as long-term creep & elastic recuperation after 30 minutes and after 8 hours.

- B. Batten: The metal batten shall be light-gauge galvanized steel channel of sufficient dimensions to capturethe isolator while allowing the isolator location to be adjustable along the length of the batten. Battens shall be trimmed on-site to accommodate site conditions and spacing per the manufacturer's installation drawings.
- C. Perimeter isolation: Floor perimeter isolation strip shall be CDM-MTA-010 or as recommended by the manufacturer. Floor perimeter isolation shall be installed around the entire perimeter of the floating floor, and shall isolate the entire built-up height of the floating floor from rigid contact with any part of the building structure or other permanent fixtures or equipment (excluding floating floor loads).
- D. All penetrations passing through the floating floor system for piping, conduit, or ductwork shall be isolated with 3/4" (20 mm) thick CDM-02020 microcellular foam strip or as recommended by the manufacturer. Penetrations that originate or terminate in the floating floor (i.e. floor drains) must have a flexible connection to allow free movement of the floating floor. All other penetrations must be reviewed by the floating floor manufacturer.

#### PART 3 - EXECUTION

#### 3.01 INSTALLERS

A. Only qualified installers with 3 years (minimum) experience installing similar products shall install the CDM-ISO-LAT system.

#### 3.02 EXAMINATION

- A. Site Verification of Conditions: Examine installation area for compliance with all manufacturers' project environmental requirements and ensure uninstalled products have been stored and handled properly prior to commencing installation. Inspect all substrates for completion and quality of work to ensure that surfaces are level, plumb, clean and dry. Do not commence installation if the structural capacity of the substrate is questionable or inadequate.
- B. Coordination with Other Trades: Coordinate with all other trades to verify that components associated with mechanical, electrical, lighting, data, telecommunication, audio, video, fire suppression and other building systems are completed as required.

#### 3.03 PREPARATION

- A. Protection: Protect surrounding work so as to avoid damage during installation of CDM-ISO-LAT.
- B. Surface Preparation: Inspect substrate and ensure surface is flat, clean and dry without protruding elements that would otherwise interfere with CDM-ISO-LAT installation.

#### 3.04 INSTALLATION

- A. The installation of all sound isolation materials specified herein, including those installed under other sections of the specifications, shall be in accordance with procedures submitted by the isolation material manufacturer, and approved by the Architect.
- B. Prior to installing the floating concrete floor system, the contractor shall verify that all areas intended for installation are suitable to receive the system. Work areas shall be dry, level, smooth, clear of all debris, and swept clean.

- C. All isolation materials installed in areas exposed to weather shall be temporarily protected by polyethylene film covering when work is not in progress, until permanent waterproofing is achieved. Isolation materials should not be installed in inclement weather.
- D. Wet concrete is to be poured against a suitable backing. Wet concrete should never come into contact with sound isolation materials.
- E. All sound isolation materials and building components supported by isolation materials shall be free from rigid contact with any part of the building structure or other permanent fixtures or equipment (excluding floating floor loads).
- F. Trim and place CDM-ISO-LAT around the perimeter of the floating slab as indicated in the manufacturer's installation drawings. Every corner shall have an isolator to support the load in the corner.
- G. Place CDM-ISO-LAT throughout the general floor area according to the manufacturer's installation drawings, adhering to the spacing shown.

END OF SECTION 13080

## University of Louisville Pre-Bid Sign-In Sheet

Project: Student Recreation Center Bid Number: IB-60-12
Date: February 22, 2012

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SUB 3644100 / 363-1646  Concrete (MBE) (502)471-7864  The SUB SOC 266 JS07  SUB SOC 266 JS07	Mat Supplier  Soz. 457-3388  Soz. 457-33888  Soz. 457-334/852-7160  859. 252-822/16664  Soz326/3083  Soz326/30834  Soz157-3047 859-25240  Soz157-3047 859-25240  Soz157-1740 957-252  Soz177-15278 81088845000  444  Soz. 635-1641/802.635 1634  Soz. 47736/02, 3174136300
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Date: February 22, 2012

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# University of Louisville Pre-Bid Sign-In Sheet

Project: Student Recreation Center Bid Number: IB-60-12

Date: February 22, 2012

PAT DAVIDEON Chris Park)	John Schroeder Jenda Berry Toni Kery	Faul Wagner  Have wagner  LARRY SMEILER	Chipholik I.K. A.R.C.C  Shub Mymma  Man Color	Name_
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Terry M. Dermott	Rich HANDIN	Stove Stragand	Doug Shapler	PAT EBERSOLD	BRAD MOOK	Sidney Brigman	Curtis Monroe CPPB	<u>Name</u>
Henderson Ser. Firestony TNT	DIAND TECHNOLOGIES	Messer	Messer	WALLEM MECHADING	JMG SUM APPRATABLE SOLD	American Pealy mix	UL Purchasing	Firm
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Frank Comer Chad Luckelt Lyan Cobert Shawn Potect Anthony Mathis MONA LALNCE BRANDON SHOUSE Chris Jacksor MEHUND YOUN MARK TOOMES Comport Systems MSA Sab 502434 0218 361 0426
Bankey Tool of Supply Material So2-635-634B FSO2-635-6470 CLuckett@Baileytools
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So2-635-634B FSO2-635-6470 CLuckett@Baileytools
com
Sobot a bary basean Advanced Electric Systems Sub 502-376-5714cel 502 962-5714 Shamp@arscon.com Mathis & Sors, Inc. (502) 426.1970. 426.1979 Dar Cristiani Excauating BIT-187-9866/811-787-9908 Chriss @ dexc.com QUESTMARK QUESTMARK CANterbury Fort 189/760-8246 Month 502852-0022 1825780 369-637-9578 359-816-0583 mona@ censuoons.com NICK. OUNHAMOCENTIMARK.COM BRANDON. SHOUSE OCENTIMARK.COM mork wenteconstructions A. Mathis @ Mathisinc.com