

ADDENDUM NO. E

April 25, 2019

PRE-BID DOCUMENTS

FOR

BATCHLOR HALL REWEVAL

PROJECT NO. 950464

CONTRACT NO. 950464-CMAR-2019-84



The following changes, additions, or deletions shall be made to the following documents as indicated for this Project; and all other terms and conditions shall remain the same.

1. SUPPLEMENTARY INSTRUCTION TO BIDDERS

Replace the Supplementary Instruction to Bidders with the one issued in this Addendum.

- Use Version A of the Bid Bond Form

END OF ADDENDUM

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Contract Time:
 - A. The time allowed for Phase 1 – Pre-Construction Services is **120** days, the “Phase 1 Time.”
 - B. The time allowed for Phase 2 – Construction is **850** days, the “Phase 2 Time.”
 - C. The Design/Construction Overlap Duration is **0** days.

2. Contract Sum:

Contract Sum – Phase 1 is **\$395,000.00**

3. Anticipated Contract Value:
 - A. Anticipated Contract Value is **\$14,067,474.00**
 - B. Maximum Anticipated Contract Value is **\$16,549,696.00**

4. Requests for clarification or interpretation of the Bidding Documents are due on or before **3:00 P.M., March 26, 2019** April 5, 2018 shall be addressed only to:

Betty Osuna, Contracts Administrator
Planning, Design & Construction
1223 University Ave., Suite 240
Riverside, CA 92521
(951)827-4590

5. The Pre-Bid Conference will be conducted at the time, day, and place indicated in the Advertisement for Bids. (Attendance at Pre-Bid Conference is mandatory.)

6. Bids will be received on or before **2:00 P.M., May 2, 2019** only at:

Planning, Design & Construction
University of California, Riverside
1223 University Ave., Suite 240
Riverside, CA 92521

7. Bids will be opened at **2:00 P.M., May 2, 2019**, at:

Planning, Design & Construction
University of California, Riverside
1223 University Ave., Suite 210-16
Riverside, CA 92521

8. Liquidated damages will only apply if the University exercises its Option for Phase 2. CM/Contractor will be assessed as liquidated damages the sum of **\$ 3,900.00** for each day the Work remains incomplete beyond the expiration of the Contract Time. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of **\$1,300.00** per day. See Article 6 of the Agreement for detailed requirements.

9. Unit Prices: University is requesting unit prices on this project. Refer to Instructions to Bidders, Bid Form and Section 6.3.3 - Unit Prices.

5.2 MODIFICATION OF INSTRUCTIONS TO BIDDERS – BID SECURITY

- 5.2.1 Each Bid shall be accompanied by Bid Security, in the amount of 10% of the Anticipated Contract Value as security for Bidder's obligation to enter into a Contract with University on the terms stated in the

Bid Form and to furnish all items required by the Bidding Documents. Bid Security shall be a Bid Bond on the form provided by University and included herein, or a certified check made payable to "The Regents of the University of California." When a Bid Bond is used for Bid Security, failure to use University's Bid Bond form, ~~Version B~~ **Version A**, will result in the rejection of the Bid.

If the Bidder is the successful Bidder it will be required to submit, in addition to those items required by paragraph 6.3.5, three originals of its Payment and Performance Bonds in the amount of the Phase 1 Contract Sum. The Bid Bond Version B so submitted will be retained until the successful Bidder submits all required documents and the Contract has been awarded.

5.2.2 If the apparent lowest responsible Bidder fails to sign the Agreement and to furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, University may reject such Bidder's Bid and select the next apparent lowest responsible Bidder until all bids have been exhausted or University may reject all bids. The rejected Bidder shall be liable for and forfeit to University the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the larger amount for which University procures the Work.

5.2.3 If the Bidder is awarded the Contract and fails to furnish the Performance and Payment Bonds, within 10 days of the University's issuance of the Notice of Intent, as required by Article 11 of the General Conditions, University may:

.1 Elect to not exercise its Option for Phase 2 and not award a contract for Construction Work to another contractor, in which case the CM/Contractor shall pay to the University, as liquidated damages, \$250,000, or

.2 Elect to not exercise its Option for Phase 2 and award a contract for the Construction Work to another contractor, in which case the CM/Contractor shall pay to the University, not to exceed the amount of the Bid Security, the difference between the amount of the Option Sum Phase 2 and the larger amount for which University procures the Work, plus liquidated damages at the rate specified in Article 6 of this Agreement, for each day of delay, beyond the 10 days for furnishing Payment and Performance Bonds, in awarding a contract for the Construction Work to another contractor, or

.3 Elect to exercise its Option for Phase 2, after the CM/Contractor furnishes the Payment and Performance Bonds, in which case the CM/Contractor shall pay to the University, not to exceed the amount of the Bid Security, liquidated damages at the rate specified in Article 6 of this Agreement, for each day of delay beyond the 10 days for furnishing Payment and Performance Bonds.

5.2.4 If a Bid Bond is submitted, the signature of the person executing the Bid Bond must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing a notarized signature of the appropriate corporate officer shall be included with the Bid Bond. Additionally, the surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in California Code of Civil Procedure Section 995.120).

5.2.5 Bid Security will be returned after the contract has been awarded. Notwithstanding the preceding, if a Bidder fails or refuses, within 10 days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents, the University will retain that Bidder's Bid Security. If the Bid Security is in the form of a Bid Bond, the Bid Security will be retained until the University has been appropriately compensated; if the Bid Security is in the form of certified check, the University will negotiate said check and after deducting its damages, return any balance to Bidder.

5.2.6 University will retain the Bid Security of the successful Bidder until CM/Contractor has furnished the Performance and Payment Bonds required by Article 11 of the General Conditions.

Section 5.3.1 in the Instructions to Bidders is replaced in its entirety with the following:

5.3.1 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid except for the Best Value Evaluation Questionnaire shall be enclosed in a sealed opaque envelope. The Best Value Evaluation Questionnaire shall be enclosed in a second sealed opaque envelope. Both such envelopes shall be clearly labeled to differentiate the dollar bid envelope from the Questionnaire envelope and both envelopes shall be enclosed in another separate envelope. The envelope shall be addressed to the office designated in the Supplementary Instructions to Bidders for receipt of Bids. The envelope shall be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

Section 6.3.2 in the Instructions to Bidders is replaced in its entirety with the following:

6.3.2 University will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents. All Alternates will be included in determining the lowest responsible Best Value Bidder. The evaluation of Alternates to be elected for inclusion in the Contract will be conducted after the lowest responsible Best Value Bidder is selected. After determination of the apparent low Bidder, University will publicly disclose the identity of each Bidder that submitted a Bid and the amount of each such Bid.

6.3.3 University will determine the low Bidder on the basis of Best Value. The price component of the evaluation will be the sum of the Lump Sum Base Bid plus all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, if any, plus the daily rate for Compensable Delay multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of any Alternates used as a basis of award. The University will divide each bidder's price by its Qualification Points to determine the cost per quality point or the Best Value Score. The lowest Best Value Score will represent the Best Value Bid.

The Contract Sum will be the sum of the Lump Sum Base Bid and the additive or deductive amounts for all Alternates that University has elected to be included in the Contract Sum as of the time of award.

Article 7.1.1 in the Instructions to Bidders is replaced in its entirety with the following:

7.1.1 Any Bidder, person, or entity may file a Bid protest. The protest shall specify the reasons and facts upon which the protest is based and shall be filed in writing with the Facility not later than 3 business days after the date of announcement of the apparent Best Value Contractor.

DISCLOSURE – PUBLIC RECORDS ACT

Information submitted by the Bidder shall not be open to public inspection to the extent that information is exempt from disclosure under the California Public Records Act.

11. The California State General Prevailing Wage Determination for this Project is **2018-2**. Bidder is required to refer to the California Department of Industrial Relations website (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>) and confirm the correct Prevailing Wage Determination for this Project.