

# **ADDENDUM NO. E**

**January 28, 2019**

## **PRE-BID DOCUMENTS**

**FOR**

**SCHOOL OF MEDICINE CLINICAL SKILLS AND  
SIMULATION SUITE**

**PROJECT NO. 958091**

**CONTRACT NO. 958091-CMAR-2019-67**



**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. **ADVERTISEMENT FOR BIDS (BEST VALUE) (AFTER PREQUALIFICATION)**

**Replace** the Advertisement for Bid with the one issued in this Addendum.

2. **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

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

3. **SPECIFICATION SECTION 01 2300 ALTERNATES**

**Replace** Specification Section 01 2300 Alternates, with the one issued in this Addendum.

**END OF ADDENDUM**

**ADVERTISEMENT FOR BIDS (BEST VALUE) (AFTER PREQUALIFICATION)****UNIVERSITY OF CALIFORNIA, RIVERSIDE**

Subject to conditions prescribed by the Regents of the **University of California, on behalf of its Riverside (UCR)** campus, sealed bids for a **CM/CONTRACTOR AT RISK CONTRACT**, are invited for the following work:

**SCHOOL OF MEDICINE CLINICAL SKILLS AND SIMULATION SUITE, PROJECT NO. 958091****Defined Terms and Rules of Interpretation**

Initially-capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the "Definitions" section (Article 1) of the "Instructions to Bidders" provisions herein, or, if not defined therein, then in the "Basic Definitions" section Article 1.1) of the General Conditions provisions herein. The rules of interpretation set forth in Article 1.3 of the General Conditions provisions herein shall apply to this document.

**Description of Work:**

At UC Riverside, School of Medicine (SOM) instructional and clinical simulation activities occur primarily in the School of Medicine Education Building. As the SOM increases enrollment, however, the existing space will no longer be sufficient to meet its need. In order to continue to provide a quality learning and working environment for the growing SOM, UCR proposes to undertake a capital project to provide additional high quality instructional and office space.

The project will complete construction of a Clinical Skills and Simulation Suite (CSSS) in approximately 13,000 square feet in Orbach Library basement, which is presently used for library purposes. The CSSS will include mock exam rooms, multiple simulation rooms, wet and dry small instructional spaces, as well as control rooms with heavy Audio/Visual/Telecommunications needs.

**Prequalified CM/Contractor Bidders:** University has prequalified CM/Contractor Bidders for this Project. The following are the prequalified CM/Contractors:

**Balfour-Beatty Construction LLC  
Kitchell Contractors, Inc.  
Tilden-Coil Constructors, Inc.**

Additional Option for Description of work.

**SCOPE OF CM at RISK WORK**

The University is seeking CM/General Contractors who are willing and interested in joining and collaborating with the University and its team of consultants to provide expertise and services to achieve the University's goals for this project. The CM/General Contractor will be allowed to self-perform some trades with University bid process oversight.

The University will retain a contractor, through competitively bidding the Project, to provide Pre-Construction Services during the Project design period and to act as a general contractor to construct the Project as the design is completed. The pre-construction services during design are referred to in the Contract Documents as Phase 1; the construction period is referred to as Phase 2.

Phase 1 – Preconstruction will commence immediately after award and will continue through start of construction.  
Phase 2 – Construction is anticipated to begin the 3<sup>rd</sup> quarter of 2019. The phases will overlap with a phased buy-out.

The following is a brief overview of the services the CM will be required to perform if awarded both the preconstruction phase contract and the construction phase contract:

1. Review the initial cost estimate and provide continuous cost management to assure the design is within the budgeted cost estimate.

2. Provide support in confirming the existing building systems and capacities. Confirm as-built conditions for coordination with new construction.
3. Participate in the development of the design and provide constructability reviews and analysis. Offer suggestions to improve the quality of the Project.
4. Provide construction planning, phasing, and scheduling during design and through construction completion.
5. Develop and maintain a Project schedule that incorporates all tasks and approvals of all involved parties necessary to complete the Project within the contract durations.
6. Incorporate LEAN practices and tools into the process.
7. Incorporate integrated project management practices into the Project.
8. Provide quality assurance.
9. Provide cost estimating and value engineering. Reconcile CM cost estimates with Architect's cost estimates at various milestones.
10. Coordinate with and provide information as required to regulatory agencies. Schedule and monitor required agency approvals.
11. Prequalify trade contractors to comply with University's standards.
12. Develop Trade Contractor Bid Packages, competitively bid and receive bids in the most logical, competitive, and seamless manner in accordance with the applicable provisions of the California Public Contract Code and University Policy.
13. Warrant the completeness and constructability of the construction documents and ensure that trade bid packages include a complete scope of work.
14. Manage and administer the Project construction phase to achieve construction completion within the contract time and budget and with high quality workmanship.

## PREVAILING WAGES

This project will be subject to prevailing wages predetermined by the Department of Industrial Relations (DIR).

## CM AT RISK SELECTION PROCESS

Prequalified CM/Contractors will be asked to bid their Fees, GC's, OH&P. The RFPs will be evaluated on a Best Value basis, with numbers sealed until after the qualitative portions are evaluated and scored. Qualitative aspects will include the Contractor's proposed project schedule. Final selection will be based on the Best Value method of determining the bidder with the lowest cost per quality point.

**Projects are subject to Budget, Design and CEQA approval by the University. Prior to commencing design or construction services, CM/Contractor will be notified of the University's required approvals. University may exercise its options to proceed with Project once it has received the requisite approvals.**

Best Value Evaluation questionnaires will only be accepted from prequalified contractors that have completed comparably sized CM at Risk, Best Value projects as described in the Request for Proposal.

**Project Delivery:** CM at Risk, Best Value

**Anticipated Construction Value Range: \$6,300,000.00**

**Procedures:** Bidding documents will be available electronically at **10:00 AM on December 19, 2018 at:**

**IB Reprographics**  
3363 Durahart Street  
Riverside, CA 92507  
Phone: (951) 682-1850  
[www.ibrepro.com](http://www.ibrepro.com)

**Best Value Evaluation Questionnaires** must be received by **3:00 PM on January 11, 2019** only at UC Riverside, Architects & Engineers, 1223 University Avenue, Suite 240, Riverside, CA 92507. UCR reserves the right to reject any or all responses to this notice, to waive non-material irregularities. CM's/GCs must agree to comply with all

proposal conditions including state prevailing wages, 10% bid bond, 100% payment and performance bonds, and insurance requirements. A contract will be awarded to the contractor who offers UCR the best value.

- General Building “B” California Contractors License required.

**Interviews will be held on: January 16, 2019**

**Bids** will be received only at: Architects & Engineers, University of California, Riverside, 1223 University Ave., Riverside, CA 92521.

**Bid Deadline: Sealed Bids** must be received on or before **2:00 P.M.**, ~~January 29, 2019~~ **February 1, 2019**

### **MANDATORY PRE-BID/CLARIFICATION MEETING**

A mandatory pre-bid/clarification meeting will be conducted on **December 20, 2018**. Beginning promptly at **9:00 AM**. Meeting location: UC Riverside, Architects & Engineers, 1229 University Avenue, Suite EUV-1103, Riverside, CA 92507. Only those prequalified bidders who participate in the design intent presentation and pre-bid/clarification meeting, in its entirety, will be allowed to bid on the Program. Participants must arrive at or before **9:00 AM**. Persons arriving later than **9:10 AM** will not be allowed to participate in the design intent presentation and pre-bid/clarification meeting. Bidders shall come prepared with questions concerning needed clarifications and shall only send their project manager, superintendent or other construction professional intended to work on the Program to attend this meeting. For further information, contact the Contract Administrator, **Betty Osuna**, at UC Riverside, Architects & Engineers, 951-827-4590 [betty.osuna@ucr.edu](mailto:betty.osuna@ucr.edu).

Prior to the Bid deadline, the University may establish a new Bid Deadline no later than 72 hours prior to the Bid Deadline. In such event, University will post corresponding Addenda; it is the prequalified CM/Contractor's responsibility to verify receipt of all posted Addenda.

Bid security (Bid Security) in the amount of 10% of the Anticipated Contract Value of the entire Program shall accompany each Bid. The surety issuing the Bid Bond (as defined in, and meeting the requirements set forth in Section 5.2.1 of the Instructions to Bidders included herewith) shall be, on the Bid Deadline, an admitted surety insurer (as defined in California Code of Civil Procedure Section 995.120)

The successful Bidder/CM and its subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding Documents and to pay prevailing wage rates at the location of the work. The successful bidder shall pay all persons providing construction services and/or any labor on site, including any University location, no less than the UC Fair Wage (defined as \$13/hr. as of 10/1/15, \$14/ hr. as of 10/1/16, and \$15/ hr. as of 10/1/17) and shall comply with all applicable federal, state and local working condition requirements. The successful Bidder will be required to have the General Building “B” California Contractors License required.

Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the University within the limits imposed by law or University policy. Each Bidder may be required to show evidence of its equal employment opportunity policy. The successful Bidder and its subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding Documents and to pay prevailing wage at the location of the work.

The work described in the contract is a public work subject to section 1771 of the California Labor Code.

No contractor or subcontractor, regardless of tier, may be listed on a Bid for, or engage in the performance of, any portion of this project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and 1771.1.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The lowest responsible Bidder will be selected on the basis of the apparent best value to the University. The objective criteria and methodology used to determine best value are described in the Bidding Documents. The best value to the University is the selection resulting in the best combination of price and qualifications.

December 4, 2018 through December 19, 2018

### SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Contract Time:
  - A. The time allowed for Phase 1 – Pre-Construction Services is **160** days, the “Phase 1 Time.”
  - B. The time allowed for Phase 2 – Construction is **320 calendar** days, the “Phase 2 Time.”
  - C. **Alternate 2: The time allowed for Phase 2 – Construction of Alternate 2 is 100 calendar days.**
  - D. The Design/Construction Overlap Duration is **0** days.
2. Contract Sum:

Contract Sum – Phase 1 is **\$120,000.00**
3. Anticipated Contract Value:
  - A. Anticipated Contract Value is \$6,300,000.00
  - B. Maximum Anticipated Contract Value is \$7,700,000.00
  - C. **Alternate 2 Anticipated Contract Value is \$873,000.00**
  - D. **Alternate 2 Maximum Anticipated Contract Value is \$1,067,000.00**
4. Requests for clarification or interpretation of the Bidding Documents are due on or before **3:00 P.M., January 2, 2019** 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.)
  - a. An optional site visit will be held on **Friday, January 11, 2019, at 8:30 A.M.** Bidders who wish to attend this optional site visit can pick-up parking permits starting at 8:00 AM in **Lot 10**. Visitor Section (90 minute maximum). (See attached UCR Campus Map.) Subcontractors are not required to attend; however, we recommend that prequalified bidders attend with their subcontractors.
6. Bids will be received on or before **2:00 P.M., ~~January 29, 2019~~ February 1, 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., ~~January 29, 2019~~ February 1, 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 **\$ 1,200.00** 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 **\$600.00** 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, 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.

Section 6.3.3 in the Instructions to Bidders is replaced in its entirety with the following:

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.

**SECTION 01 2300  
ALTERNATES**

## PART 1 – GENERAL

## 1.1. SUMMARY

- A. This Section includes:
  - 1. Procedures
  - 2. Alternate Descriptions
- B. This Section identifies each Alternate and describes basic changes to the Work only when that Alternate is made a part of the Work by specific provision in the Agreement.
- C. Definition: Refer to the Instructions to Bidders, 1.2 for the term “Alternate.”

## 1.2. PROCEDURES

- A. The Lump Sum Base Bid and Alternates shall include the costs of all supporting elements required, so that the combination of the Lump Sum Base Bid and any Alternates shall be complete. The scope of Work for all Alternates shall be in accordance with applicable Drawings and Specifications.
- B. Except as otherwise specifically provided by University, the Work described in Alternates shall be completed with no increase in Contract Time.
- C. This Section includes only the non-technical descriptions of the Alternates. Refer to the specific Sections of Divisions 2-33 of the Specifications for technical descriptions of the Alternates.
- D. Coordinate related Work and modify surrounding Work as required to properly and completely integrate the Alternates into the Work.

## 1.3. ALTERNATE DESCRIPTIONS

- A. Alternate No. 1: Add, Provide pre-construction services for Phase 2B: SOM ED Building & Office Conversion.

University reserves the right to accept this Alternate within 200 calendar days after the commencement date per the Notice to Proceed.

- B. Alternate No. 2: Add, Provide Option Sum for Phase 2C: SOM ED Building & Office Conversion.  
**Anticipated Construction Value is \$873,000.00 and the Maximum Construction Value is \$1,067,000.00 with a duration of 100 calendar days.**

University reserves the right to accept this Alternate within 200 calendar days after the commencement date per the Notice to Proceed.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION