

ADDENDUM D

September 9, 2019

BIDDING AND CONTRACT DOCUMENTS

FOR

Various Elevator Modernizations

PROJECT NO. 112008

CONTRACT NO. 112008-LF-2019-129



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. Each bidder is responsible for transmitting this information to all affected subcontractors and suppliers before the Bid Deadline.

1. ADVERTISEMENT FOR BIDS

Delete existing Advertisement for Bids and replace with the one issued in this Addendum.

2. SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Delete existing Supplementary Instructions to Bidders and replace it with the one issued on this Addendum.

END OF ADDENDUM

ADVERTISEMENT FOR BIDS

Subject to conditions prescribed by the University of California, Riverside, sealed bids for a lump sum contract are invited for the following Project:

VARIOUS ELEVATOR MODERNIZATIONS
PROJECT NO. 112008
CONTRACT NO. 112008-LF-2019-129
UNIVERSITY OF CALIFORNIA, RIVERSIDE
RIVERSIDE, CALIFORNIA

The University of California, Riverside (UCR) intends to procure the services of a General Contractor (Contractor) for the modernization of six elevators per plans and specifications at a variety of locations on campus (Weber Hall, Watkins Hall, Spieth Hall, Entomology and P.E Building). Of the six elevators, those located at Weber Hall (one elevator) & Watkins Hall (one elevator) are to be part of base scope with the remaining four (4) to be bid as alternates. UCR is requiring the General Contractor (B License) to replace various elevator components including the installation of HVAC units, plumbing lines, electrical circuits, lighting, fencing and fire alarm components.

Bidding and Contract Documents will be available at **1:00 PM**, on **Monday, June 10, 2019** and will issued only at:

IB Reprographics

3363 Durahart Street
Riverside, CA 92507

Phone: (951) 682-1850

Fax: (951) 682-2315

www.ibrepro.com

Each set of Bidding and Contract Documents will require a non-refundable payment to **IB Reprographics**. If paying by check, make your checks payable to "**IB Reprographics**." Bidding and Contract Documents will be mailed/shipped at the requestor's expense.

PRE-BID CONFERENCE & SITE VISIT

Bidders must attend a **mandatory** Pre-Bid Conference and Site Visit at **10:00 AM**, on **Friday, June 21, 2019**, at:

University of California, Riverside
1223 University Avenue, Suite 210-16
Riverside, CA 92507

(Located in University Village, corner of University Avenue and Iowa Avenue.)

Phone: (951) 827-1269

Fax: (951) 827-4556

Bidders must provide their contact information and sign the Pre-Bid Conference and Site Visit attendance sheet. Only bidders who sign the attendance sheet will be eligible to submit bids for the Project as prime contractors.

Any bidder who enters the Pre-Bid Conference after 10:10 AM will be precluded from bidding as a prime contractor and may only bid as a subcontractor. Subcontractors are not required to attend; however we encourage their attendance.

UCR Capital Programs will provide parking validation to anyone attending the Conference. We suggest that you arrive early to allow time to park and walk to the Conference location.

BID DEADLINE

Sealed bids must be received on or before **2:00 PM**, on ~~Friday, September 13, 2019.~~ **Friday, September 27, 2019.** Bids will be received only at:

Planning, Design & Construction
UNIVERSITY OF CALIFORNIA, RIVERSIDE
1223 University Avenue, Suite 240
Riverside, CA 92507

Immediately following the Bid Deadline, bids will be opened at the same location.

Bid Security in the amount of 10% of the Lump Sum Base Bid shall accompany each Bid. 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).

The successful Bidder and its subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding and Contract Documents and to pay prevailing wage rates at the location of the Work.

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 successful Bidder must have the following State of California Contractor's license current and active at the time of submission of the Bid:

B, General Building.

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

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 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) and shall comply with all applicable federal, state and local working condition requirements.

Estimated construction cost: **\$800,000 including all alternates.**

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
University of California, Riverside
Publication Dates: June 6, 2019 - June 20, 2019

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Contract Time: As specified in Section 1 of the Bid Form.
2. List of Subcontractors (Bid Form Paragraph 9.0) and List of Changes in Subcontractors Due to Alternates (Bid Form Paragraph 10.0).

The default rule is that, if a Bidder lists one subcontractor for a Work Activity (such as “Electrical”) under Bid Form Paragraph 9.0 and a different subcontractor for the same Work Activity (such as “Electrical”) for the Alternate Work under Bid Form Paragraph 10.0 without reference to the Alternate, then it is deemed that the second subcontractor listed in Paragraph 10.0 will perform the Base Bid Work and the Alternate Work, unless the Bidder expressly writes otherwise.

A Bidder may list more than one subcontractor per trade, provided that the Work Activity to be performed by each listed subcontractor is adequately described on the spaces provided on the Bid Form, so that which subcontractor will perform which Work Activity can be determined.

For example, in case of Alternates, if a Bidder wants one subcontractor to perform the electrical Base Bid Work and another subcontractor to perform the electrical Alternate Work, then the Bidder should list the first subcontractor under Bid Form Paragraph 9.0 as performing the “Electrical” Work Activity, and list the second subcontractor under Bid Form Paragraph 10.0 (for listing changes in subcontractors due to Alternates) as performing the “Electrical Alt” or “Electrical Alt Work” or “Electrical Alt Only” or similarly to define the Alternate Work Activity separately to be performed.

3. Requests for clarification or interpretation of the Bidding Documents must be submitted in writing, and shall be addressed only to:

Kara Longtin
Email: kara.longtin@ucr.edu
Tel: 951.827.2610

The deadline to submit requests for clarification or interpretation is on or before 10:00 AM, on ~~Wednesday, September 4th, 2019.~~ Wednesday, September 18, 2019.

4. The mandatory Pre-Bid Conference and Site Visit will be conducted at the time and location specified in the ADVERTISEMENT FOR BIDS, bound herein. (Attendance is mandatory. As evidence of attendance, bidders must sign the attendance sheet provided by University at the Pre-Bid Conference and Site Visit.)
5. Bids must be received on or before the Bid Deadline and only at the location specified in the **ADVERTISEMENT**.
6. Bids will be opened at the same location specified in the **ADVERTISEMENT** for the receipt of bids.
7. Contractor will be assessed as liquidated damages the sum of **\$750.00** 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 **\$250.00** per day. See Article 5 of the Agreement for detailed requirements

8. Replace the existing Paragraph 1.4 with the following:
 - 1.4 The term “Bid Deadline” means the date and time on or before which Bids must be received, as designated in the **ADVERTISEMENT** and which may be revised by Addenda.

9. Replace the existing Paragraph 3.1.1 with the following:
 - 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the **ADVERTISEMENT**.

10. Replace the existing Paragraph 3.5.1 with the following:
 - 3.5.1 Addenda will be issued only by University and only in writing. Addenda will be identified as such and will be mailed or delivered to all Planholders. At its sole discretion, the University may elect to deliver Addenda via facsimile or email to Planholders who have provided a facsimile number or email address for receipt of Addenda or communications.

11. Replace the existing Paragraph 3.5.3 with the following:
 - 3.5.3 Addenda will be issued such that Planholders should receive them no later than 72 hours prior to the Bid Deadline. Addenda withdrawing the request for Bids or postponing the Bid Deadline may be issued anytime prior to the Bid Deadline.

12. Replace the existing Paragraph 5.2.4 with the following:
 - 5.2.4 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.

13. Replace the existing Paragraph 5.4.4 with the following:
 - 5.4.4 Bids may not be modified, withdrawn, or canceled within **60** days after the Bid Deadline.

14. Replace the existing Paragraph 6.3.1 with the following:
 - 6.3.1 University will have the right, but is not required, to waive nonmaterial irregularities in a Bid. If the University awards the Contract, it will be awarded to the responsible Bidder submitting the lowest responsive Bid as determined by University and who is not rejected by University for failing or refusing, 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.

15. Replace the existing Paragraph 6.3.5 with the following:

- 6.3.5 University will select the apparent lowest responsive and responsible Bidder and notify such Bidder on University's form within **50** days (unless the number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all Bids. Within **10** days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, Bidder shall submit to University all of the following items:
- .1 One original of the Agreement signed by Bidder.
 - .2 One original of the Payment Bond required under Article 11 of the General Conditions.
 - .3 One original of the Performance Bond required under Article 11 of the General Conditions.
 - .4 Certificates of Insurance on form provided by University required under Article 11 of the General Conditions.
 - .5 Names of all Subcontractors, with their addresses, telephone and facsimile numbers, contact persons, portions of the Work and designation of any Subcontractor as a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Women-owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) on the Report of Subcontractor Information form, along with a completed Self-Certification form, contained in the Exhibits. Evidence, as required by University, of the reliability and responsibility of the proposed Subcontractors such as statements of experience, statements of financial condition, and references.
 - .6 Preliminary Contract Schedule as required under Article 3 of the General Conditions.
 - .7 If Bidder wishes to utilize securities in lieu of retention beginning with the first Application for Payment, a completed Selection of Retention Options form accompanied by a completed Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention in the form contained in the Exhibits.
 - .8 Cost Breakdown as required by Article 9 of the General Conditions.
16. Replace the existing Paragraph 6.3.7 with the following:
- 6.3.7 If Bidder submits originals of the signed Agreement and all other items required to be submitted to University within **10** days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, and if all such items comply with the requirements of the Bidding Documents and are acceptable to University, University will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.
17. Replace the existing Paragraph 6.3.8 with the following:
- 6.3.8 If University consents to the withdrawal of the Bid of the apparent lowest responsive and responsible Bidder, or the apparent lowest responsive and responsible Bidder fails or refuses to sign the Agreement or submit to University all of the items required by the Bidding Documents, within **10** days after receipt of notice of selection, or that Bidder is not financially or otherwise qualified to perform the Contract, University may reject such Bidder's Bid and select the next apparent lowest responsive Bidder, until all Bids are exhausted, or reject all Bids. Any Bidder whose Bid is rejected because the Bidder has failed or refused, 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, shall be liable to the University for all resulting damages.

18. The University has negotiated contracts with certain suppliers (listed in the “Information Available to Bidders”) to supply materials to University construction projects. Bidders may be able to obtain favorable pricing from the listed suppliers for materials required for this Contract. Bidders are not obligated to obtain any required materials from the listed suppliers. Use of any of the listed suppliers is at the Bidder’s risk, and the University does provide any warranties, express or implied, with respect to the listed suppliers, their products and/or services. In particular, University does not warrant that the listed suppliers, their products and/or services are suitable for this Project.

19. **PREVAILING WAGE INFORMATION:** A bidder can obtain the prevailing wage information through the internet at www.dir.ca.gov or at <http://www.dir.ca.gov/DLSR/PWD>.

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS