

ADDENDUM NO. 1

BP #06 CONCRETE/STEEL REINFORCEMENT

May 14, 2021

BIDDING AND CONTRACT DOCUMENTS

FOR

BATCHELOR HALL RENEWAL IMPROVEMENTS

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

1. **INSTRUCTIONS TO BIDDERS**

Delete the “Instructions to Bidders” and **replace** with the one issued in this Addendum.

2. **BID FORM**

Delete the “Bid Form” and **replace** with the one issued in this Addendum.

3. **BID REQUEST FOR INFORMATION**

BID RFI No.	QUESTIONS / ANSWERS
1-1	<p>Question: Please confirm that chemical hardeners are not required for concrete per 033500, 2.1.</p> <p>Answer: Confirmed</p>
1-2	<p>Question: Please confirm that epoxy coated rebar (032000-3, 2.2, H.) is excluded.</p> <p>Answer: Confirmed</p>
1-3	<p>Question:</p> <p>1. Please confirm that mass excavation and installation of granular fill and backfilling for the retaining walls per C-100 and A5/S-302 is included in our scope of work.2. Please confirm is hauling of excavated dirt spoils is to be included in our scope of work.</p> <p>3. Is a soils report available?</p> <p>4. Please confirm that the stair-on-grade for the Transformer enclosure per sheet C-100 is included in our scope of work.</p> <p>5. Please confirm that vapor retarder and granular fill is not required under slabs-on-grade per 033110-6, 3.7, A.</p> <p>Answer:</p> <p>1. Confirmed.</p> <p>2. Confirmed.</p> <p>3. No, A soils report is not available</p> <p>4. Confirmed, all of the concrete work is within the scope of this bid package</p> <p>5. Vapor retarder and granular fill are not required for exterior slabs on grade</p>
1-4	<p>Question: C4/A-501 calls for a concrete curb per detail B3/S-302. Please confirm that the intent was to call out detail A4/S-302.</p> <p>Answer: Confirmed.</p>
1-5	<p>Question: Please confirm that slab patching for removal of underground piping (e.g. sheets PD-10U-A1, etc.) will be excluded and to be performed by others.</p> <p>Answer: All concrete work, including slab patching, is included in the scope of this Bid Package.</p>

BID RFI No.	QUESTIONS / ANSWERS
1-6	<p>Question:</p> <ol style="list-style-type: none"> 1. Please confirm that the exhaust fans (EF-1 thru EF-5) shown on M-305 do not require concrete equipment pads and will be placed directly on the new structural slab. 2. Please confirm that all air handling units (AHU-1,2,&3) will not require concrete equipment pads and will be placed directly on the new structural slab. 3. Please reference sheet M-100. Adjacent just east of gridline G appears to be what looks like an AHU. This item is not shown on the other drawings. Please confirm that these items do not exist. <p>Answer:</p> <ol style="list-style-type: none"> 1. Additional concrete is not required, the exhaust fans sit on vibration isolators attached directly to the structural slab 2.confirmed, the AHU's will be set on metal curbs, directly attached to the structural slab 3. please see enlarged plan, there is no equipment at this location.
1-7	<p>Question:</p> <ol style="list-style-type: none"> 1. Please confirm that an equipment pad is required for the transformer shown on on C4/A-102-B. 2. Please confirm that an equipment pad is required for the equipment T-Pa and HDP-Pa shown on 5/EP-401. 3. Please reference A1/M-100-A2. Please confirm that the following equipment would require a concrete housekeeping pad: CHWP-1,2,&3, ECWP-1&2, AS-1, HHWP-1,2,&3, HX-1, CRU-1. 4. Please reference A1/P-100-A2. Please confirm that the following equipment would require a concrete housekeeping pad: LAC-1&2, LAR-1, LAD-1&2, LVP-1, DHX-1, DET-1, IHX-1, IET-1, RO-RO-1, RO-TNK-1, DIP-1&2. <p>Answer:</p> <ol style="list-style-type: none"> 1. Provide 4" concrete housekeeping pad per 26 00 10 for the transformer. 2.Provide 4" concrete housekeeping pad per 26 00 10 for the electrical equipment as shown on EP-401 3. Confirmed, equipment housekeeping pads are required. 4. Confirmed, equipment housekeeping pads are required.
1-8	<p>Question: Does AB219 apply to this project (concrete drivers)?</p> <p>Answer: See AB219.</p>
1-9	<p>Question: The Scope of Work, II, 28. states that working hours to be 7:00 a.m. to 9:00 p.m. however the Project Special Requirements, item 38 calls for working hours to be 7:00 a.m. to 5:00 p.m. Please advise.</p> <p>Answer: Normal working hours are 7:00am to 3:30pm, M - F. PCL typically has staff on-site up to 5:00pm. With prior notice, we are allowed to work until 9:00pm. Work outside the hours described will need to be approved on a case-by-case basis.</p>

BID RFI No.	QUESTIONS / ANSWERS
1-10	<p>Question:</p> <ol style="list-style-type: none"> 1. Structural details (e.g. B2/S-301, B4/S-301, etc.) calls out sawcutting and chipping of existing concrete. Please confirm that all demo of concrete is to be excluded. Note that cleaning and roughening of concrete where new concrete will abut to existing concrete is included. 2. Please confirm that coring and sawcutting of concrete per B4/S-302 is excluded. 3. Demolition details (e.g. D2&D3/SD-104-B) calls for exposed rebar to receive rust inhibitor. Please confirm that application of rust inhibitor will be performed by the others (demo sub.). <p>Answer: Any sawcutting and demolition shown on the Demolition drawings is part of the Demolition scope-of-work. Any sawcutting and demolition that is not shown on the Demolition drawings but required to perform any portion of the BP#06 work must be included in your pricing. Cleaning of rebar and application of rust inhibitor is part of the scope of this Bid Package.</p>
1-11	<p>Question: Detail B5/S-302 calls for infill of exiting openings. Please identify the number, dimensions, and locations of these new infills.</p> <p>Answer: Infill occurs where existing ducts, between concrete joists, are removed leaving a void. See demo drawings and existing Multi-Vista photographs.</p>
1-12	<p>Question:</p> <ol style="list-style-type: none"> 1. B1/SD-106-A, note #1 calls for re-support of hangers to (N) concrete lid, however, B2/S-501 which is labeled "Typical existing catwalk hanger rod support" shows the existing catwalk connected to a new HSS beam. Please advise. 2. S-105-A note 7. calls out B1/S-501 where HSS supports conflicts with existing ducts. Please indicate where these conflicts occur or provide a number of locations where sleeves will be required. 3. B1/SD-106-A requires the demolition sub to provide shoring of catwalks prior to demo of existing slab between grids J & H. <ol style="list-style-type: none"> A. Does this detail apply only at areas between grids J & H?. B. Does this detail only apply for areas A-1 & A-2, and not for area B? C. Will the concrete contractor be required to provide shoring between levels basement thru roof? Will the shoring provided by the demo. Sub for the floors basement thru level 4 be able to support the shoring load for the new concrete deck at roof? D. If shoring of all decks are required by the concrete contractor, please provide as-builts for areas A1 & A2. The as-builts provided only provided information for area B. E. If shoring of all decks are required, will the existing MEP equipment/ducts and catwalks encompassing the area of the new slab below be removed to provide access for shoring? 4. Will the concrete contractor be required to provide shoring between levels 1 thru 4 at area B (S-104-B) for the new concrete deck? If shoring of all decks are required, will the existing MEP equipment/ducts and catwalks encompassing the area of the new slab below be removed to provide access for shoring? <p>Answer:</p> <ol style="list-style-type: none"> 1. Rod to be typically hung from HSS beams unless HSS beams cannot be installed due to conflict with mechanical ducting. 2. Contractor to coordinate where conflicts occur with duct routing 3A. The catwalks are typically hung from either the concrete lid or the concrete slab (shown on section B1/SD-106-A). Shoring is required anytime the hangers for the catwalk lose connection to the existing concrete above. 3B. Catwalks in Area B don't hang continuously from the existing concrete lid. The concrete catwalk hanging from the concrete lid is also being removed so no shoring is required.

	<p>3C. The Demolition contractor is only obligated to provide shoring for its own scope-of-work. Shoring required for the concrete work must be carried in BP#06.</p> <p>3D. For the purposes of this bid, assume that conditions for Areas A1 and A2 are similar to those in Area B. As-builts for Areas A1 and A2 to be provided at a later date.</p> <p>3E. Please refer to Demolition drawings for MEP items to be removed. Shoring will need to be designed around remaining items.</p> <p>4. See response to Item 3E.</p>
1-13	<p>Question: 033500-1, 1.2, C. calls for 8' x 8' mock-up slabs and panels. Would we be required to provide (1) mock-up for the structural slab and (1) mock up for the retaining wall for the Transformer Pad? Please advise.</p> <p>Answer: No mockup of slab and retaining walls are required.</p>
1-14	<p>Question: Item #9.0 of the bid form identifies Bid Package #07 instead of #06. I believe this is a typo.</p> <p>Answer: Confirmed. Please list Subcontractors to be used for Bid Package # 06, not Bid Package # 07. See and use the revised Bid Form issued in this Addendum.</p>
1-15	<p>Question: Sheets G-202 thru G-204 shows 4 phases of demolition. Please provide the start dates and durations of these phases. It was noted in the pre-bid conference that each phase has a duration of approximately 6 months.</p> <p>Answer: Since an NTP date cannot be determined at this time, the start dates for each phase cannot be provided. Please refer to the activity durations in the Preliminary Project Schedule in Folder 09 'Bid Package Exhibits' for anticipated durations.</p>
1-16	<p>Question: The General notes on sheet G-101 states that the building will be occupied. In the Pre-bid conference it was mentioned that "Area B," the south portion of building will be occupied and areas A1 and A2 will not be occupied. Please advise.</p> <p>Answer: Phase 0: Building fully occupied for 4+ months; Phase 0 starts 4 months before Phase 1, but ends at the same time as Phase 1. Phase 1: Building partially occupied; 6 month planned duration. Phase 2: Phase 2 area occupants all move out; 6 month planned duration. Phase 3: Phase 3 area occupants all move out; 6 month planned duration. Phase 4: Phase 4 area occupants all move out; 6 month planned duration.</p>
1-17	<p>Question: Please confirm that this project has a Skilled and Trained Workforce Requirement and that monthly reporting demonstrating all workers in an apprenticeable occupation are either apprentices or skilled journeypersons as defined under CA law, and graduation percentages for skilled journeypersons as required by CA law. CA law requires withholding of 150% of a subcontractor's monthly pay application if Subcontractor fails to provide a report or such report demonstrates non-compliance without a plan to achieve substantial compliance with the skilled and trained workforce laws.</p> <p>Answer: See Instructions to Bidders, but mainly Article 2.</p>
1-18	<p>Question: Please confirm that both concrete pads on roof Section A and Section B area to be poured in the first phase of the project. Please confirm the phase that concrete is to be poured.</p> <p>Answer: Confirmed. Both roof decks will be in Phase 0 (not Phase 1).</p>

BID RFI No.	QUESTIONS / ANSWERS
1-19	<p>Question: Page AS-102 references ground work at H/C-101 but this plan sheet is not provided and is not listed on the Index. Please provide plan sheet C-101.</p> <p>Answer: Reference should be C-100</p>
1-20	<p>Question: At A5/S-302 there is “waterproofing material, 12” Min open Gravel Backfill, 4” Ø perforated pipe wrapped in filter fabric.” Please confirm which bid package is responsible for this waterproofing material, gravel and perforated pipe.</p> <p>Answer: The waterproofing, gravel, and perforated pipe should be included in the scope of this Bid Package (# 06).</p>
1-21	<p>Question: Can I send my bid for BP06, Concrete, to both PCL and UCR?</p> <p>Answer: No, bids for BP06, Concrete, must only be sent to UCR or the bid will be considered unresponsive. PCL is also bidding the concrete portion of this project and must not have access to other bidders’ numbers. Only send BP06, Concrete, Bid to betty.osuna@ucr.edu</p>
1-22	<p>Question: Are there RFI's associated with other packages for this project?</p> <p>Answer: See attached document “<i>RFIs & Responses from Original Bid (3/23/21)</i>”, 24 pages, provided in this Addendum.</p>

END OF ADDENDUM

UCR Batchelor Hall Renewal (UCR Project # 950464-950531)
University of California, Riverside

PCL Job No. 5221303
RE-BID 5/14/21
Addendum 1, May 14, 2021

INSTRUCTIONS TO BIDDERS

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ARTICLE 1: DEFINITIONS

- 1.1 Except as otherwise specifically provided, definitions set forth in the contract between the University and the CM/Contractor are applicable to all Bidding Documents.
- 1.2 The term "Addenda" means written or graphic instruments issued by CM/Contractor prior to the Bid Deadline which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.3 The term "Alternate" means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.
- 1.4 The term "Bid Deadline" means the date and time on or before which Bids must be received, as designated in the Advertisement for Bids and which may be revised by Addenda.
- 1.5 The term "Bidder" means a person or firm that submits a Bid.
- 1.6 The term "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda thereto.
- 1.7 The term "Estimated Quantity" means the estimated quantity of an item of Unit Price Work.
- 1.8 Not Used.
- 1.9 The term "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including Unit Price items or Alternates.
- 1.10 Not Used.
- 1.11 The term "Unit Price" means an amount stated in the Bid for which Bidder offers to perform an item of Unit Price Work for a fixed price per unit of measurement.
- 1.12 Not Used.
- 1.13 The term "CM/Contractor" means PCL Construction, who has signed a CM at Risk Contract agreement with University for the work of the UCR Batchelor Hall Renewal project, of which this bid package is a part.
- 1.14 The California State General Prevailing Wage Determination for this Project is 2020-2. 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.

ARTICLE 2: BIDDER'S REPRESENTATIONS

- 2.1 Bidder, by making a Bid, represents that:
 - 2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.

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- 2.1.2 Bidder has visited the Project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.
- 2.1.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.
- 2.1.4 At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, have the appropriate current and active licenses issued by the State of California Contractors State License Board for the Work to be performed and any licenses specifically required by the Bidding Documents. If Bidder is a joint venture, at the time of submission of the Bid, Bidder shall have the licenses required by the preceding sentence in the name of the joint venture itself. The State of California Business and Professions Code, Division 3, Chapter 9, known as the "Contractor's License Law," establishes licensing requirements for contractors.
- 2.1.5 Bidder has read and shall abide by the nondiscrimination requirements contained in the contract between the University and the CM/Contractor.
- 2.1.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.
- 2.1.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder.
- 2.1.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.
- 2.1.9 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.

Bidder agrees that every contractor and subcontractors at every tier will use a skilled and trained workforce, meaning all workers in an apprenticeable occupation in the building and construction trades are either skilled journeypersons or apprentices registered in a program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations ("Chief") and in compliance with the following provisions:

- .1 For work performed on or after January 1, 2018, at least 40 percent of the skilled journeypersons employed to perform work on the project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation.
- .2 For work performed on or after January 1, 2019, at least 50 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation.
- .3 For work performed on or after January 1, 2020, at least 60 percent of the skilled journeypersons employed to perform work on the contract or project by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation.
- .4 The requirements above shall not apply to work performed in the following occupations:

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acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.

- .5 Apprenticesable occupations without Chief-approved apprenticeship programs prior to January 1, 1995 may satisfy the above thresholds with up to 50 percent skilled journeypersons who worked in those occupations before the Chief approved of an apprenticeship program.
- .6 The apprenticeship graduation percentage requirements above are considered met if, in a calendar month, at least the percentage of skilled journeypersons meet the graduation percentage requirement, or the percentage of hours performed by skilled journeypersons meeting the graduation requirement is at least equal the required graduation percentage.
- .7 The apprenticeship graduation percentage requirements do not need to be met if, during the calendar month, skilled journeypersons perform fewer than 10 hours of work on the contract.
- .8 A subcontractor does not need to meet apprenticeship graduation percentage requirements if the subcontractor is not a listed subcontractor under California Public Contract Code Section 4104 or a substitute, and the subcontractor agreement does not exceed one-half of 1 percent of the price of the prime contract.

2.1.10 Bidder, and Bidder's subcontractors of all tiers, meet the following minimum occupational safety and health qualifications:

- .1 Bidder has had no serious and willful violations of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code during the five-year period prior to bid opening.
- .2 Bidder has maintained a workers' compensation Experience Modification Rate (EMR) that averages below 1.15 for the past five years. (If Bidder has been in business for less than five years, and is not otherwise prohibited from bidding by the terms of other Bid qualification documents, then Bidder must have maintained a workers' compensation Experience Modification Rate (EMR) that averages below 1.15 for all years Bidder has been in business.)
- .3 Bidder has instituted an injury prevention program pursuant to Section 3201.5 or 6401.7 of the Labor Code.

After contract award, Bidder will verify that each of its Subcontractors at all tiers meet the requirements in 2.1.9/2.1.10 above by furnishing a fully executed "Declaration of Contractor or Subcontractor Minimum Occupational Safety and Health Qualifications" form (Exhibit 1B to the contract between the University and the CM/Contractor) prior to each Subcontractor's commencement of Work.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents as indicated in the Advertisement for Bids.
- 3.1.2 Bidders shall use a complete set of Bidding Documents in preparing Bids.

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3.1.3 Not Used.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidder shall, before submitting its Bid, carefully study and compare the components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once report to CM/Contractor errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the Subcontract Agreement, Bidder waives any claim arising from any errors, inconsistencies or ambiguities, that Bidder, its subcontractors or suppliers, or any person or entity under Bidder on the Subcontract Agreement became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.

3.2.2 ~~Requests for clarification or interpretation of the Bidding Documents shall be addressed only to:~~

~~Tim Joyce (tjoyce@pcl.com) or Manny Zabat (mgzabat@pcl.com)~~

3.2.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda issued as provided in Article 3.5. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.

3.3 PRODUCT SUBSTITUTIONS

3.3.1 No substitutions will be considered prior to award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

3.4 NOT USED

3.5 ADDENDA

3.5.1 Addenda will be issued only by CM/Contractor and only in writing. Addenda will be identified as such and will be posted on Contractors shared site, posted on University's website, mailed or delivered to all Planholders. At its sole discretion, the CM/Contractor may elect to deliver Addenda via facsimile to Planholders who have provided a facsimile number for receipt of Addenda.

3.5.2 Not Used.

3.5.3 Not Used.

3.5.4 Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda.

3.6 BUILDER'S RISK PROPERTY INSURANCE

3.6.1 University will provide builder's risk property insurance subject to the deductibles in the policy as required by the General Conditions if the Contract Sum exceeds \$200,000 at the time of award and the requirements of the Project are not excluded by such coverage. A summary of the provisions of the policy is included as an Exhibit to the Contract; the policy may be reviewed at the Facility office. Bidder agrees that the University's provision of builder's risk property insurance containing said provisions meets the University's obligation to provide builder's risk property insurance under the Contract and, in the event of a conflict between the provisions of the policy and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University's obligation to provide such insurance.

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ARTICLE 4: PRE-BID CONFERENCE

4.1 Bidder shall attend the Pre-Bid Conference via Zoom at which the requirements of the Bidding Documents are reviewed by CM/Contractor, comments and questions are received from Bidders. Any Bidder not attending the Pre-Bid Conference in its entirety will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.

ARTICLE 5: BIDDING PROCEDURES

5.1 FORM AND STYLE OF BIDS

5.1.1 Bids shall be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the CM/Contractor's Bid Form shall be rejected.

5.1.2 The Bid Form shall be filled in legibly in ink or by typewriter. All portions of the Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to comply with the requirements of this Article 5.1.2 will result in the Bid being rejected as nonresponsive.

5.1.3 Bidder's failure to submit a price for any Alternate or Unit Price as dictated per their individual scope packages will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, indicate "No Change" by marking the appropriate box.

5.1.4 Bidder shall make no stipulations on the Bid Form nor qualify the Bid in any manner.

5.1.5 The Bid Form shall be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative shall sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

5.2 BID SECURITY

5.2.1 Each Bid shall be accompanied by Bid Security in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Subcontract Agreement with CM/Contractor 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 CM/Contractor and included herein. Failure to use CM/Contractor's Bid Bond form will result in the rejection of the Bid.

5.2.2 If the apparent lowest responsible Bidder fails to sign the Subcontract Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, CM/Contractor may reject such Bidder's Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or CM/Contractor may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable for and forfeit to CM/Contractor 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 greater amount for which CM/Contractor procures the Work.

5.2.3 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 the notarized signature of the appropriate corporate officer shall be included with the Bid Bond.

5.2.4 Bid Security will be returned after the Subcontract Agreement has been signed by the successful Bidder and the CM/Contractor. Notwithstanding the preceding, if a Bidder fails or refuses, within 10 days after receipt of

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notice of selection, to sign the Subcontract Agreement or submit to CM/Contractor all of the items required by the Bidding Documents, the CM/Contractor will retain that Bidder's Bid Security. The Bid Security will be retained until the CM/Contractor has been appropriately compensated.

5.3 SUBMISSION OF BIDS

5.3.1 The Bid Form, Bid Security, and all other documents required to be submitted as instructed on the Advertisement for Bids only.

5.3.2 A Bid received after the Bid Deadline will not be accepted.

5.3.3 Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

5.3.4 Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

5.4 MODIFICATION OR WITHDRAWAL OF BID

5.4.1 Prior to the Bid Deadline, a submitted Bid may be modified or withdrawn by notice to the CM/Contractor at the location designated for receipt of Bids. Such notice shall be in writing over the signature of Bidder and, in order to be effective, must be received on or before the Bid Deadline. A modification so made shall be worded so as not to reveal the amount of the original Bid.

5.4.2 A withdrawn Bid may be resubmitted on or before the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

5.4.3 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

5.4.4 Bids may not be modified, withdrawn, or canceled within 60 days after the Bid Deadline.

ARTICLE 6: CONSIDERATION OF BIDS

6.1 OPENING OF BIDS

6.1 OPENING OF BIDS

6.1.1 Bids which have the required identification as stipulated in Article 5.3.1 and are received on or before the Bid Deadline will be opened. Upon completion of due diligence of submitted bids, all bids will be made available to all bidders.

6.2 REJECTION OF BIDS

6.2.1 CM/Contractor will have the right to reject all Bids.

6.2.2 CM/Contractor will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way incomplete or irregular.

6.3 AWARD

6.3.1 CM/Contractor will have the right, but is not required, to waive nonmaterial irregularities in a Bid. If the CM/Contractor awards the Subcontract Agreement, it will be awarded to the responsible Bidder submitting the lowest responsive Bid as determined by CM/Contractor and who is not rejected by CM/Contractor for failing or refusing, within 10 days after receipt of notice of selection, to sign the Subcontract Agreement or submit to CM/Contractor all of the items required by the Bidding Documents.

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6.3.2 CM/Contractor will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

6.3.3 CM/Contractor will determine the low Bidder on the basis of 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 amounts of all Alternates to be included in the Contract Sum at the time of award. 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 selected to be included in the Contract Sum as of the time of award.

6.3.4 CM/Contractor will post the Bid results in a public place at the address where the Bids are received (unless another address is specified in the Bidding Documents).

6.3.5 CM/Contractor will select the apparent lowest responsive and responsible Bidder and such Bidder will be notified by CM/Contractor on CM/Contractor's form within 50 days after the Bid Deadline or CM/Contractor will reject all Bids. Within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, Bidder shall submit to CM/Contractor all items listed in the Subcontract Agreement, including the following items:

- .1 Two originals of the Subcontract Agreement signed by Bidder.
- .2 Fully executed "Declaration of Contractor or Subcontractor Minimum Occupational Safety and Health Qualifications" form (Exhibit 1B in the Contract Documents for Agreement between University and CM/Contractor completed by Bidder.

6.3.6 Not Used.

6.3.7 If Bidder submits two originals of the signed Subcontract Agreement and all other items required to be submitted to CM/Contractor 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 CM/Contractor, CM/Contractor will award the Subcontract Agreement to Bidder by signing the agreement and returning a signed copy of the agreement to Bidder.

6.3.8 If CM/Contractor 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 Subcontract Agreement or submit to CM/Contractor 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, CM/Contractor 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 Subcontract Agreement or submit to CM/Contractor all of the items required by the Bidding Documents, shall be liable to the CM/Contractor for all resulting damages.

ARTICLE 7: BID PROTEST

7.1 FILING A BID PROTEST

7.1.1 For purposes of a bid protest, the address of University's Facility office is:

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University of California, Riverside, Planning, Design & Construction,
Attn: Construction Contracts
900 University Avenue
Riverside, CA 92521

7.1.2 Any Bidder, person, or entity may file a Bid protest. The protest must state the specific reasons and facts upon which the protest is based and shall be filed in writing with the Facility office issuing the bidding documents, not later than 5:00 pm on the 3rd business day after:

- .1 if the Bid Form does not contain any Alternate(s), the date of the Bid opening;
- .2 if the Bid Form contains any Alternate(s), the date of posting in a public place of Bid results.
- .3 Must also include a copy of the bid protest via email to: betty.osuna@ucr.edu

7.1.3 If a Bid is rejected by the CM/Contractor and such rejection is not in response to a Bid protest, any Bidder, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) in writing and received by the Facility not later than 5:00 pm on the 3rd business day following the rejected Bidder's receipt of the notice of rejection.

7.1.4 For the purpose of computing any time period in this Article 7, the date of receipt of any notice shall be the date on which the intended recipient of such notice actually received it. Delivery of any notice may be by any means, with verbal or written confirmation of receipt by the intended recipient.

7.2 RESOLUTION OF BID CONTROVERSY

7.2.1 Facility will investigate the basis for the Bid protest and analyze the facts. Facility will notify Bidder whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Bidder an opportunity to rebut such evidence, and permit Bidder to present evidence that it should be allowed to perform the Work. If deemed appropriate by Facility, an informal hearing will be held. Facility will issue a written decision within 15 days following receipt of the Bid protest, unless factors beyond Facility's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Facility. A written copy of the decision will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision. As used in this Article 7, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsible and responsive Bidder for the Contract. A written copy of the Facility's decision must be received by the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision no later than 3 business days prior to award of the contract.

7.2.2 Notwithstanding the provisions of Article 7.2.1, at the election of Facility, a Bid protest may be referred directly to University's Construction Review Board without prior investigation and review by Facility. The Chair of the Construction Review Board will either decide the Bid protest or appoint a Hearing Officer. If a Hearing Officer is appointed, the Hearing Officer will review the Bid protest in accordance with the provisions of Article 7.2.5.

7.2.3 Bidder whose Bid is the subject of the protest, all Bidders affected by the Facility's decision on the protest, and the protestor have the right to appeal to the Construction Review Board if not satisfied with Facility's decision. The appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal. A copy of the appeal must be received by the Chair, Construction Review

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Board, no later than 5:00 pm on the 3rd business day following appellant's receipt of the written decision of Facility, at the following address:

Chair, Construction Review Board
University of California
Office of the President
1111 Franklin Street, 6th Floor
Oakland, CA 94607-5200
Attention: Director, Construction Services

And, by email to:

constructionreviewboard@ucop.edu

7.2.4 A copy of the appeal shall be sent to all parties involved in the Bid protest and to Facility and to the CM/Contractor, to the same address and in the same manner as the original protest. An appeal received after 5:00 pm is considered received as of the next business day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or University holiday, the appeal will be considered timely only if received by 5:00 pm on the following business day. The burden of proving timely receipt of the appeal is on the appealing party.

7.2.5 The Chair of the Construction Review Board will review the Facility's decision and the appeal, and issue a written decision, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. If a hearing is held, the hearing shall be held not later than the 10th day following the appointment of the Hearing Officer unless the Hearing Officer for good cause determines otherwise. The written decision of the Chair or Hearing Officer will state the basis of the decision, and the decision will be final and not subject to any further appeal to University. The Chair or Hearing Officer may consult with the University's Office of the General Counsel on the decision as to legal form. The University will complete its internal Bid protest procedures before award of the Contract.

- END INSTRUCTIONS TO BIDDERS -

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BID FORM

BID PACKAGE # 06: CAST-IN-PLACE CONCRETE & REINFORCING STEEL

FOR: BATCHELOR HALL RENEWAL
UNIVERSITY OF CALIFORNIA, RIVERSIDE
RIVERSIDE, CA

BID TO:	PLANNING, DESIGN, & CONSTRUCTION UNIVERSITY OF CALIFORNIA, RIVERSIDE 1223 UNIVERSITY AVE., RIVERSIDE, CA 92521 TELEPHONE: (951) 827-4590	PCL CONSTRUCTION SERVICES, INC. 655 N. CENTRAL AVE., SUITE 1600 GLENDALE, CA 91203 TELEPHONE: (818) 246-3481
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BID FROM:

_____ (Name of Bidder)

_____ (Address)

_____, _____, _____ (City) (State) (zip Code)

_____ (Telephone Number)

_____ (Date Bid Submitted)

Note: All portions of this Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to do so will result in the Bid being rejected as non-responsive.

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BIDDER'S NAME: _____

1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that a) it, and all Subcontractors, regardless of tier, have the appropriate current and active Contractor's license required by the State of California and the Bidding Documents; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted; e) Bidder and all Subcontractors, regardless of tier, are currently registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5 and 1771.1. Bidder represents that the Key Personnel identified in its Prequalification submittal shall be the Bidder's personnel provided pursuant to the corresponding provisions of the contract, if the contract is awarded to the Bidder. Bidder further agrees that it will not withdraw its Bid within 60 days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to University the Agreement in triplicate and furnish to University all items required by the Bidding Documents. If awarded the Contract, Bidder agrees to complete the proposed Work within **850** days after the date for commencement specified in the Notice to Proceed.

2.0 ADDENDA

Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from University's Facility at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

3.0 CONTRACT SUM

The Contract Sum at time of award will be the total Contract Sum plus any Alternates selected by the University.

4.0 LUMP SUM BASE BID for BID PACKAGE # 06 'CAST-IN-PLACE CONCRETE & REINFORCING STEEL'

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(Place figures in appropriate boxes.)

Bid amount must exclude costs for payment/performance bonds.

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BIDDER'S NAME: _____

5.0 SELECTION OF APPARENT LOW BIDDER

Refer to the Instructions to Bidders for selection of apparent low bidder.

6.0 UNIT PRICES – NOT USED

7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS – NOT USED

8.0 ALTERNATES (Bid amount must exclude costs for payment/performance bonds.)

Alternate No. 1: NOT USED	
Alternate No. 2: NOT USED	
Alternate No. 3: Elevator Modernization Provide elevator modernization for Elevator # 1 as specified in 14 22 10.	\$ <input type="text" value="NOT APPLICABLE TO THIS BID PACKAGE"/> (Place figures in appropriate boxes.)
Alternate No. 4a: Card Readers at Exterior Doors Provide base Alternate scope for Level 1 and Level 2 doors (9 total).	\$ <input type="text" value="NOT APPLICABLE TO THIS BID PACKAGE"/> (Place figures in appropriate boxes.)
Alternate No. 4b: Card Readers at Exterior Doors Provide unit pricing for individual doors on Levels 3 & 4 (6 total) to be added as determined and selected individually by the University.	\$ <input type="text" value="NOT APPLICABLE TO THIS BID PACKAGE"/> (Place figures in appropriate boxes.)
Alternate No. 5: Fire Sprinkler Scope Provide as shown on the Fire Protection drawings F-10x-ALT series, and in accordance with specification section 21 10 00.	\$ <input type="text" value="NOT APPLICABLE TO THIS BID PACKAGE"/> (Place figures in appropriate boxes.)

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BIDDER'S NAME: _____

9.0 LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the work included in this bid (Bid Package # 06 07):

No Yes

If "Yes", provide in the spaces below (a) the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid, (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its bid.

Portion of the Work Activity (e.g. Electrical, Mechanical, Concrete, etc.)	Subcontractor			
	Name of Business	Location of Business (City)	License No.	DIR Registration No.

(Note: Add additional pages if required.)

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BIDDER'S NAME: _____

10.0 BIDDER INFORMATION

TYPE OF ORGANIZATION:

(Corporation, Partnership, Individual, Joint Venture, etc.)

If a corporation, corporation is organized under the laws:

STATE OF: _____
(State)

NAME OF THE PRESIDENT OF THE CORPORATION:

(Insert Name)

NAME OF THE SECRETARY OF THE CORPORATION:

(Insert Name)

IF A PARTNERSHIP, NAMES AND TITLES OF PERSONS SIGNING THE BID ON BEHALF OF BIDDER AND ALL GENERAL PARTNERS:

PERSONS SIGNING ON BEHALF OF THE BIDDER:

(Insert Names and Titles)

ALL GENERAL PARTNERS:

(Insert Names)

CALIFORNIA CONTRACTORS LICENSE(S):

_____ _____ _____
(Classification) *(License Number)* *(Expiration Date)*

(For Joint Ventures, list Joint Venture's license and licenses for all Joint Venture Partners.)

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BIDDER'S NAME: _____

11.0 REQUIRED COMPLETED ATTACHMENTS

The following documents are submitted with and made a condition of this Bid:

1. Bid security in the form of _____
(Bid Bond or Certified Check)

12.0 DECLARATION

I, _____ hereby declare that I am the
(Printed name)
_____ of _____
(Title) *(Name of Bidder)*

submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder; and that all information set forth in this Bid Form and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I further declare that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed at:

_____ (Name of City if within a City, otherwise Name of County), in the State of _____ ,

on _____ (Date).

(Signature)

- END BID FORM -