

ADDENDUM NO. 2

July 9, 2020

BIDDING AND CONTRACT DOCUMENTS

FOR

**PHYSICS 2000 RENEWAL
PROJECT NO. 957443
CONTRACT NO. 957443-LF-2020-88**



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

2. SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Delete the existing Supplementary Instructions to Bidders and replace it with the one issued in the 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:

PHYSICS 2000 RENEWAL
PROJECT NO. 957443
CONTRACT NO. 957443-LF-2020-88
UNIVERSITY OF CALIFORNIA, RIVERSIDE
RIVERSIDE, CALIFORNIA

Project Description: Largely an interior building renewal that includes abatement, demolition of existing seating and deskwork by the Contractor with installation of new seating by University's Vendor to be incorporated into the project schedule. Refurbishment of finishes and treatments including flooring, walls, and ceilings. Accessibility improvements including exterior approaches with path of travel and new automated doors. Electrical and fire alarm improvements with minor Lutron lighting rewiring and reprogramming.

Bidding and Contract Documents will be available on Monday, July 6, 2020, upon request by sending an email to kara.longtin@ucr.edu. Interested parties must use the following in the subject header:

957443 Physics 2000 Renewal – Request for Bid Documents

PRE-BID CONFERENCE & SITE VISIT

A mandatory Pre-Bid Zoom conference call will take place on **Tuesday, July 7, 2020** beginning promptly at **10:00 AM**. Only bidders who participate in the Pre-Bid conference will be allowed to bid on the Project as prime contractors. For further information, including the Zoom Meeting ID, interested bidders must contact the Project's Contract Administrator, **Kara Longtin** via email, at kara.longtin@ucr.edu. And must use the project's number and name in the subject header to request the Zoom information.

At this time, there are no plans for a site visit, if a bidder would like access to the site, this will be done by appointment only and through the coordination of the Contract Administrator noted above. Do not contact the project manager directly.

BID DEADLINE

Bids must be received at or before **2:00 PM**, ~~Tuesday, July 21, 2020~~ **Thursday, July 23rd, 2020** for furnishing all labor, materials, services, and equipment to complete the Work described below in accordance with the enclosed Bidding Documents. Due to COVID-19 restrictions, all bids will be received electronically only at the email address above; the low bidder must produce the original bid, bid bond, notary acknowledgement and surety notice within 24 hours of making an announcement of who the low bidder is.

Bids are to be submitted to The Regents of the University of California ("University") **via email only** at:

Email: kara.longtin@ucr.edu

Immediately following the Bid Deadline, bids will be opened and posted on the University's website. Bids will be made available to be reviewed by bidders shortly after bids have been validated. Efforts will be made to accommodate and observe all typical procedures during COVID-19 restrictions.

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: **\$600,000.00**

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
University of California, Riverside

Dates of Publication: July 3, 2020 & July 6, 2020

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 2:00 PM, ~~on Tuesday, July 10th, 2020~~ Wednesday, July 15th, 2020.

4. A mandatory Pre-Bid Zoom conference call will take place on **Tuesday, July 7th, 2020** beginning promptly at **10:00 AM**. Only bidders who participate in the Pre-Bid conference will be allowed to bid on the Project as prime contractors. For further information, including the Zoom Meeting ID, interested bidders must contact the Project’s Contract Administrator, **Kara Longtin** via email, at kara.longtin@ucr.edu. And must use the project’s number and name in the subject header to request the Zoom information.

Due to COVID-19 restrictions, there will be no mandatory site visit. However, if a contractor would like to visit the site, it will be by appointment only; please contact Kara Longtin to schedule a time.

5. Bids must be received on or before the Bid Deadline and only at the location specified in the **ADVERTISEMENT FOR BIDS**.
6. Bids will be opened at the same location specified in the **ADVERTISEMENT FOR BIDS** for the receipt of bids.
7. Contractor will be assessed as liquidated damages the sum of **\$500** 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** 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 FOR BIDS** 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 FOR BIDS**.
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 must be physically produced in its original form within 24 hours of being found as apparent low bidder.*** 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. Add the following as Paragraph 5.3.5:

5.3.5 As specified in the **ADVERTISEMENT FOR BIDS**, the University has determined that bidders who submit bids for this Project do not need to be prequalified.
14. 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.
15. 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.
16. 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.
17. Replace the existing Paragraph 6.3.7 with the following:
- 6.3.7 If Bidder submits the original 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.
18. 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.
19. 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.
20. **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