

**Project Name: UNIVERSITY OF CALIFORNIA, MERCED
DOWNTOWN CAMPUS**

Project No.: 900320

ADDENDUM NO. 1
to the
CONTRACT DOCUMENTS
February 27, 2015

- I.** Bidder acknowledges that it is the Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda. Bidder therefore agrees to be bound by all Addenda that have been issued for this bid.

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents. The following changes, additions, or deletions shall be made to the following documents as indicated and all other Contract Documents shall remain the same.

II. CLARIFICATIONS

A. PRE-BID QUESTIONS – Questions received from bidders and responses are as follows:

1. Q. The announcement indicates that bids must be received before 2:00pm on March 24th, however, the Advertisement for Bids in the spec's indicates March 17th. Please clarify.
 - A. The Advertisement is correct. Bids are due March 17th at 2:00pm. Requires modification to contract documents: III.1
2. Q. Section 1.2.B of the Announcement to Level 2 Prequalified Bidders states in part, "...No cost for Subcontractors performance or payment bonds, or insurance in lieu thereof will be included in Contract Amendments." Please clarify.
 - A. Reference General Conditions 1.1.10.16, regarding subcontractor bonds or insurance in lieu thereof being included in the Phase 2 fee. Bidder is to include these costs in the Phase 2 fee. CM/Contractor may opt to require bonds or insurance in lieu thereof at bid time for subcontractors, however, this cost will be the CM/Contractor's responsibility (reference Exhibit 37 2.5.5 for more information and restrictions). No modification to contract documents.

III. BIDDING/CONTRACT DOCUMENTS AND DIVISION 1 SPECIFICATIONS

1. **REPLACE:** Announcement to Level 2 Prequalified Bidders with document attached to this Addendum. Revisions made to correct bid due date. RFI 001.

III. DIVISION 2 – 33 SPECIFICATIONS - None

ADDENDUM NO.1

ANNOUNCEMENT TO LEVEL 2 PREQUALIFIED BIDDERS**1.0 INTRODUCTION**

- A. The University of California, Merced has completed Level 1 & 2 Prequalification for the subject project. The Advertisement for Bids and this Announcement to Level 2 Prequalified Bidders establishes the requirements for sealed bids, which will only be accepted from Prequalified Bidders.
- B. The Bidding Documents will be made available on February 24, 2015 on the University's ShareFile site for electronic download; hardcopy bidding documents will not be provided by the University. Bid Results will be available on our website at <http://www.ucmerced.edu/community/rfprfq.asp> or by calling (209) 288-4479. A Planholder's List will be made available on our website at <http://www.ucmerced.edu/community/rfprfq.asp> and on the University's ShareFile site.

1.1 PURPOSE

- A. The University's primary objective in utilizing the CM/Contractor approach for this project is to bring the best available construction management, construction experience and expertise together to work with the University and its Design Professional, as a team to successfully meet the unique challenges presented by this project.

1.2 PROJECT OVERVIEW - CM/CONTRACTOR CONTRACT PROVISIONS SUMMARY

- A. 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.
- B. The CM/Contractor, after authorization by the University, will competitively bid the various Bid Packages representing the Construction Work required to complete the Project. The Contract provides the specific competitive bidding requirements. After approval by the University, the Bid Packages will be incorporated into the Contract by Contract Amendment, and the Contract Sum will be increased accordingly. No Contract Time will be added with the incorporation of Bid Packages. No cost for Subcontractors performance or payment bonds, or insurance in lieu thereof will be included in Contract Amendments.
- C. The amount the CM/Contractor will be paid for pre-construction services during Phase 1 is established in the Contract Documents. The Phase 1 scope of services is defined in the Scope of Work exhibit.
- D. The Option Sum – Phase 2 Bid by the CM/Contractor shall represent all costs for CM/Contractor's Base Fee, General Conditions Work, and all other costs to construct the Project as a general contractor. The CM/Contractor's Base Fee is defined in the Contract Documents, and it is the amount included by the CM/Contractor in his Option Sum – Phase 2 Bid and will compensate the CM/Contractor for all adjustments in the Contract Sum up to the Maximum

Addendum No. 1

March 31, 2004

Announcement to Level 2
Prequalified Bidders

CM/Contractor:ALTPB

Anticipated Contract Value. No CM/Contractor Fee will be provided to the CM/Contractor as a result of Change Orders, Contract Amendments, Bid Packages, or through any other means, until the Contract Sum exceeds the Maximum Anticipated Contract Value. If the Contract Sum does exceed the Maximum Anticipated Contract Value, entitlement to CM/Contractor Fee will be afforded only pursuant to the provisions of Article 7 of the General Conditions.

- E. The minimum General Conditions Work is defined in the exhibits; CM/Contractor shall provide all General Conditions Work to complete the project. The minimum items of General Conditions Work that the CM/Contractor will be expected to make available to its Subcontractors are defined in the Exhibits. This list will be required to be included with all Bid Packages so Subcontractors understand what minimum General Conditions Work items will be provided by the CM/Contractor.
- F. The Contract provides for a University Option for Phase 2 Work. The Phase 2 Work may start prior to the completion of Phase 1 so long it is not earlier than the specified Design/Construction Overlap Duration. In the event that there is overlap, or "fast track" design/construction is utilized, the Contract Time will be the time allotted for Phase 2, plus the time used for Phase 1. The Phase 1 Pre-Construction Services shall continue into Phase 2, as the design work requires.
- G. 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. 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. Failure to furnish Performance and Payment bonds may result in the assessment of liquidated damages.
- H. If the Contract Time is extended (as allowed by the Contract Documents), the CM/Contractor may be entitled to additional compensation at the daily rate for Compensable Delay as provided in the Agreement.
- I. The provisions herein are in summary form only. The CM/Contractor shall in all cases review the CM/Contractor Contract Documents for specific requirements. If there are conflicts between the provisions herein and any other Contract Documents the provisions therein shall govern.

2.1 GENERAL REQUIREMENTS

The successful CM/Contractor shall be responsible for providing the Pre-Construction Services and Construction Work as indicated below and described in greater detail in the Contract Documents.

The University will award to the successful CM/Contractor a contract for Preconstruction Services with a University Option for Construction. The Contract Time for the completion of the Phases shall be as indicated in the Agreement. Liquidated damages will be assessed per the Contract Documents.

2.2 WORK PHASES

The successful CM/Contractor shall be responsible for providing Pre-Construction Services (Phase 1), and Construction Work (Phase 2). Construction Work under Phase 2 will only commence if the University elects to exercise its Options for this Phase.

2.2.1 Preconstruction Services – Phase 1

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The selected CM/Contractor shall be responsible for the Preconstruction Services for the project as identified in the CM/Contractor Contract.

2.2.1.1 The Preconstruction Services shall include (at a minimum) the following:

- a. Development of construction schedule.
- b. Cost Estimates
- c. Constructability Reviews
- d. Value Engineering
- e. Plan Check
- f. Development of Standard and Design Assist Bid Packages
- g. Bid Package Bidding
- h. Any other Services specified in Scope of Work Exhibit 37

2.2.1.2 University has established the fee for Phase 1 as ~~Three Hundred Thousand Dollars (\$300,000)~~ **Three Hundred and Thirty Thousand Dollars (\$330,000)**^{Add01}.

2.2.2 Construction Work - Phase 2

If the University exercises its Option for Phase 2, upon Notice to Proceed from the University, the CM/Contractor shall be responsible for the construction of the Project.

The Option Sum will be the amount bid for CM/Contractor Base Fee and General Conditions. Construction Work will be added through the bidding and award of Bid Packages by the CM/Contractor using procedures required of the University under state law. The Bid Packages will be added to the Contract Sum by Contract Amendment after the lowest, responsible, responsive bidder has been identified.

Bids will only be received at: **UNIVERSITY OF CALIFORNIA, MERCED**
(Hand & Overnight Delivery ONLY) **Design+Construction**
767 E Yosemite Ave, Suite C
Merced, CA 95340

OR by US Mail at: **UNIVERSITY OF CALIFORNIA, MERCED**
Design+Construction
5200 N Lake Road
Merced, CA 95343

Bids must be received before: **2:00PM**
~~March 24, 2015~~ **March 17, 2015**^{Add01}

Bid Security in the amount of 10% of the Anticipated Contract Value, 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 Documents and to pay prevailing wage rates.

The successful Bidder will be required to have the following State of California Contractor's license current at the time of submission of the Bid:

LICENSE CLASSIFICATION/CODE: B