

# **ADDENDUM NO. 1**

**November 9, 2021**

**BIDDING AND CONTRACT DOCUMENTS**

**FOR**

**SKYE HALL HVAC REPLACEMENT**

**PROJECT NO. 950583**

**CONTRACT NO. 950583-LF-2022-36**



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. **BID FORM**

**Remove** the Bid Form and **replace** it with the one issued in this Addendum.

2. **AGREEMENT**

**Remove** the Agreement and **Replace** it with the one issued in this Addendum.

3. **SPECIFICATION**

**Remove** the Division 1 Table of Contents and **Replace** it with the one issued in this Addendum.

**Add** Specification section 01 2300, Alternates.

4. **BID RFIS**

BID RFI No.	QUESTIONS / ANSWERS
1-1	<p><b>Question:</b> How will the project be phased? Are we allowed to turn off everything or only a limited number of units can be done at once?</p> <p><b>Answer:</b> There will be (2) phases for the project. The awarded contractor will work with the University on shutdowns of the building and sequencing of demo of old units/installation of the new units.</p>
1-2	<p><b>Question:</b> Since we are to remove old equipment and modify concrete pads / openings for 95% of the units, some down time will be accruing for the concrete to dry-out and roofing to be complete. Will you require any temp cooling?</p> <p><b>Answer:</b> Temporary Cooling is not required.</p>
1-3	<p><b>Question:</b> Will you have any duct cleaning requirement for the existing ductwork?</p> <p><b>Answer:</b> Cleaning for the existing ductwork is not required.</p>
1-4	<p><b>Question:</b> What is the extent of the fire protection scope of work? What is the current system, is it JCI fire?</p> <p><b>Answer:</b> Several units will require duct mounted smoke detectors. Coordinate with the University regarding the existing fire system. Johnsons Controls, Inc. is the Fire Alarm Vendor; contact James Jack at (909) 278-5649</p>
1-5	<p><b>Question:</b> Spec section 23 0910, indicates "Facility Monitoring System" Considering this building is not a lab, will this section be required? If required, drawings do not show anything about that.</p> <p><b>Answer:</b> Spec section 23-0910 covers DCV, and various sensor types to be installed both in the space and in the ductwork. Because of this, yes, this spec</p>

	<p>section will be required. Plans indicate what is required, exact placement is means and methods of the controls contractor.</p>
1-6	<p><b>Question:</b> With the current delays and issues with Supply Chain can the project duration be increased from 105 days to 180 Days?</p> <p><b>Answer:</b> We want to understand the lead time for equipment once the order has been placed and use the time line as a basis for extending the construction contract schedule.</p>
1-7	<p><b>Question:</b> The structural steel/cage surrounding the RTU's will require dismantling to allow the lifting of the equipment, will a Special Inspection be required for the re-installation?</p> <p><b>Answer:</b> Special Inspection is not required for re-installation of the mechanical screen structure.</p>
1-9	<p><b>Question:</b> During the site visit it was difficult to locate the VAV's where they are shown on the drawings, can the maintenance dept. locate the actual VAV locations prior to construction?</p> <p><b>Answer:</b> Yes, Facilities Services will assist in identifying the location of the VAVs.</p>
1-10	<p><b>Question:</b> Will the roof support staging all the new RTU's on the roof while the existing units are still in place?</p> <p><b>Answer:</b> The existing equipment should be removed prior loading with the new equipment. The roof is not designed to accommodate both the existing and new units concurrently</p>
1-11	<p><b>Question:</b> What are the allowable building shutdown durations or is will there be phasing from floor to floor or throughout the offices?</p> <p><b>Answer:</b> There will be (2) Phases to allow for building shutdown and sequencing of demo of old units/installation of new units. Shutdowns lengths vary. Awarded contractor to work with the University.</p>
1-12	<p><b>Question:</b> If we are working in an office over several days will daily cleanup be required in that space?</p> <p><b>Answer:</b> Daily clean up is required if the space is occupied; However if there is a planned duration for the space being worked in, it can be reviewed by the University for flexibility on this.</p>
1-13	<p><b>Question:</b> Will the contractor have full access to each office that a VAV is located?</p> <p><b>Answer:</b> Yes, full access will be given to the spaces where the VAVs are being replaced.</p>
1-14	<p><b>Question:</b> During the site visit we noticed spray fireproofing the ceiling decks, can the University confirm there are no hazardous materials in any of the work spaces?</p> <p><b>Answer:</b> Skye Hall does not have hazardous materials.</p>

**END OF ADDENDUM**

**BID FORM**

FOR: SKYE HALL HVAC REPLACEMENT  
PROJECT NUMBER: 950583  
CONTRACT NUMBER: 950583-LF-2020-100  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
RIVERSIDE, CALIFORNIA

**November 9, 2021** ~~October 18, 2021~~

BID TO:

Planning, Design & Construction  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
1223 University Avenue, Suite 240  
Riverside, CA 92521

(951) 827-2610

BID FROM:

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Facsimile Number)

\_\_\_\_\_  
(E-mail)

\_\_\_\_\_  
(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.

**BIDDER'S NAME:** \_\_\_\_\_

**1.0 BIDDER'S REPRESENTATIONS**

Bidder, represents that a) Bidder and all Subcontractors, regardless of tier, has the appropriate current and active Contractor's licenses 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; 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 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. 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 **105** days after the date of 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 NOT USED**

**4.0 LUMP SUM BASE BID**

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(Place figures in appropriate boxes.)

**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**

**BIDDER'S NAME:** \_\_\_\_\_

**7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS**

Bidder shall determine and provide below the daily rate of compensation for any Compensable Delay caused by University at any time during the performance of the Work. A Facility may choose a minimum compensable delay in the best interests of the Project. If so, use the language in parentheses { } and in grey highlight:

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 X 20 multiplier  
 (Place figures in appropriate boxes.)

Failure to fill in a dollar figure for the daily rate for Compensable Delay shall render the bid non-responsive. University will perform the extension of the daily rate times the multiplier.

The daily rate shown above will be the total amount of Contractor entitlement for each day of Compensable Delay caused by University at any time during the performance of the Work and shall constitute payment in full for all delay costs, direct or indirect (including, without limitation, compensation for all extended home office overhead and extended general conditions), of the Contractor and all subcontractors, suppliers, persons, and entities under or claiming through Contractor on the Project. The number of days of Compensable Delay shown as a "multiplier" above is not intended as an estimate of the number of days of Compensable Delay anticipated by the University. The University will pay the daily rate of compensation only for the actual number of days of Compensable Delay, as defined in the General Conditions; the actual number of days of Compensable Delay may be greater or lesser than the "multiplier" shown above.

**8.0 ALTERNATES-NOT USED**

**Deduct, Steel Vibration Equipment bases. Furnish and install steel vibration isolation equipment bases for all units except RTU's #15 & #16 in lieu of concrete curbs, as specified in 01 2300.**

**Bid for Alternate No. 1**

**If "Add" or "Deduct" is intended, indicate by placing figures in the corresponding boxes. If "No Change" is intended, indicate by marking the "No Change" box**

**Add**      \$    

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**Deduct**    \$    

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**No Change: Bidder will perform this Alternate without change to Contract Sum.**

**No extension of time will be granted if this Alternate is accepted.**

**University reserves the right to accept this Alternate within 10 calendar days after the date University signs the Agreement:**

**BIDDER'S NAME:** \_\_\_\_\_

9.0 LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the Work:

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)	Subcontractor			
	Name of Business	Location of Business (City)	License No.	DIR Registration No.

(Note: Add additional pages if required.)

**BIDDER'S NAME:** \_\_\_\_\_

10.0 NOT USED

11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION

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

IF A CORPORATION, THE CORPORATION IS ORGANIZED UNDER THE LAWS OF:

THE STATE OF \_\_\_\_\_  
(State)

NAME OF PRESIDENT OF THE CORPORATION:

\_\_\_\_\_  
(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

\_\_\_\_\_  
(Insert Name)

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

\_\_\_\_\_  
(Insert Name(s))

CALIFORNIA CONTRACTORS LICENSE(S):

\_\_\_\_\_  
(Classification(s))                      (License Number)                      (Expiration Date)

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



**BIDDER'S NAME:** \_\_\_\_\_

**12.0 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)

**13.0 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:

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

on \_\_\_\_\_,  
(Date)

\_\_\_\_\_  
(Signature)

## AGREEMENT

This AGREEMENT is made on \_\_\_\_\_, between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“University”),

whose Facility is: University of California, Riverside

whose address for notices is: UCR Planning, Design & Construction  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
1223 University Avenue, Suite 240  
Riverside, CA 92521

and Contractor: **Name**

whose address for notices is: **Street Address**  
**City, State & Zip**

for the Project: SKYE HALL HVAC REPLACEMENT  
Project Number: 950583  
University of California, Riverside  
County of Riverside  
Riverside, California 92521

University's Responsible Administrator: Blythe R. Wilson, Architect  
Director of Project Management  
Planning, Design & Construction

University's Representative is: Tameesha Hayes  
Project Manager  
Planning, Design & Construction

whose address for notices is: UCR Planning, Design & Construction  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
1223 University Avenue, Suite 240  
Riverside, CA 92521

Contract Documents for the  
Work Prepared by: Nick Ubrun  
Goss Engineering  
255 E. Main Street, Suite 301  
Corona, CA. 92879  
Tel: 951-363-4797

University and Contractor hereby agree as follows:

## ARTICLE 1 WORK

Contractor shall provide all work required by the Contract Documents (the "Work"). Contractor agrees to do additional Work arising from changes ordered by the University pursuant to Article 7 of the General Conditions. Contractor shall (1) pay all sales, consumer and other taxes and (2) obtain and pay for any governmental licenses and permits necessary for the work, other than building and utility permits.

## ARTICLE 2 CONTRACT DOCUMENTS

"Contract Documents" means the Advertisement For Bids, Instructions To Bidders, Supplementary Instructions to Bidders, Bid Form, this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion, and all other documents identified in this Agreement that together form the contract between University and Contractor for the Work (the "Contract"). The Contract constitutes the complete agreement between University and Contractor and supersedes any previous agreements or understandings.

## ARTICLE 3 CONTRACT SUM

Subject to the provisions of the Contract Documents University shall pay to Contractor, for the performance of the Work, \$ \_\_\_\_\_, the "Contract Sum".

**The Contract Sum includes the following Alternates accepted by University:**

**List Alternates Accepted by University at Time of Award**

**University reserves the right to accept the following Alternates within {INSERT NUMBER FROM BID FORM} days after the date of this Agreement:**

**List Alternates Not Accepted by University at Time of Award**

## ARTICLE 4 CONTRACT TIME

Contractor shall commence the Work on the date specified in the Notice to Proceed and fully complete the work within **105 calendar** days, the "Contract Time".

By signing this agreement, Contractor represents to University that the Contract Time is reasonable for completion of the work and that Contractor will complete the Work within the Contract Time. Time limits stated in the Contract Documents are of the essence of the Contract.

## ARTICLE 5 LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to University, as liquidated damages and not as a penalty, the sum of **\$500.00** for each day after the expiration of the Contract Time that the Work remains incomplete. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of **\$250.00** per day. University and Contractor agree that if the Work is not completed within the Contract Time, University's damages would be extremely difficult or impracticable to determine and that the aforesaid amounts are reasonable estimates of and reasonable sums for such damages. University may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision shall not limit any right or remedy of University in the event of any other default of Contractor other than failing to complete the Work within the Contract Time.

**ARTICLE 6 COMPENSABLE DELAY**

If Contractor is entitled to an increase in the Contract Sum as a result of a Compensable Delay, determined pursuant to Articles 7 and 8 of the General Conditions, the Contract Sum will be increased by the sum of \$\_\_\_\_\_per day for each day for which such compensation is payable.

**ARTICLE 7 DUE AUTHORIZATION**

The person or persons signing this Agreement on behalf of Contractor hereby represent and warrant to University that this Agreement is duly authorized, signed, and delivered by Contractor.

THIS AGREEMENT is entered into by University and Contractor as of the date set forth above.

**CONTRACTOR:**

_____ (Name of Company)	California Contractor's License(s):
a _____ (Type of Organization)	_____ (Name of Licensee)
By: _____ (Signature)	_____ (Classification and License Number)
_____ (Print Name)	_____ (Expiration Date)
_____ (Title)	_____ (Employer Identification Number)

**Recommended:**

By University's Representative:

**Funds Sufficient:**

By Financial Administrative Officer:

\_\_\_\_\_  
 (Signature & Date)  
**Tameesha Hayes**  
 Project Manager  
 Planning, Design & Construction  
 \_\_\_\_\_  
 (Print Name & Title)

\_\_\_\_\_  
 (Signature & Date)  
**Susan McFadden**  
 Senior Financial Analyst  
 Planning, Design & Construction  
 \_\_\_\_\_  
 (Print Name & Title)

**UNIVERSITY:**

By The Regents of the University of California:

\_\_\_\_\_  
 (Signature & Date)  
**Drew Hecht, Architect**  
 Director of Project Management  
 Planning, Design & Construction  
 \_\_\_\_\_  
 (Print Name & Title)

Account No.: _____	Activity Code: _____
Fund: _____	Function: _____
Cost Center: _____	Project Code: _____

Attach notary acknowledgement for all signatures of Contractor. If signed by other than the sole proprietor, a general partner, or corporate officer, attach original notarized Power of Attorney or Corporate Resolution.

## SPECIFICATIONS

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#### Division 01 – General Requirements

<u>Initial Issue</u>	<u>Revision</u>	<u>Section #</u>	<u>Title</u>
		01 1100	Summary of Work
		01 1400	Work Restrictions
11/09/2021	<i>Addendum 1</i>	<u>01 2300</u>	<u>Alternates</u>
		01 2500	Product Options, Requirements & Substitution Procedures
		01 2613	Requests for Information & Instructions (RFI) Procedures
		01 3113	Coordination
		01 3119	Project Meetings
		01 3200	Document Control
		01 3216	Schedules
		01 3280	Electronic Data Transfer
		01 3300	Submittals
		01 3329.08	Buy Clean California Reporting
		01 3543	Environmental Procedures
		01 3546	Indoor Air Quality Procedures & Requirements
		01 4100	Regulatory Requirements
		01 4200	References
		01 4300	Inspection of Work
		01 4500	Quality Control
		01 4516	Contractor’s Quality Control Program
		01 5100	Temporary Utilities
		01 5400	Construction Aids
		01 5500	Vehicular Access and Parking
		01 5600	Temporary Barriers and Enclosures
		01 5700	Temporary Controls
		01 5800	Temporary Signage

<u>Initial Issue</u>	<u>Revision</u>	<u>Section #</u>	<u>Title</u>
		<b>01 6000</b>	<b>Product Requirements</b>
		<b>01 7100</b>	<b>Examination and Preparation</b>
		<b>01 7123</b>	<b>Field Engineering</b>
		<b>01 7329</b>	<b>Cutting and Patching</b>
		<b>01 7400</b>	<b>Cleaning and Waste Management</b>
		<b>01 7700</b>	<b>Contract Closeout</b>
		<b>01 7839</b>	<b>As-Built Documents</b>
		<b>01 8113</b>	<b>Sustainable Design Requirements</b>
		<b>01 9113</b>	<b>General Commissioning Requirements</b>

**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 23 0548 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: Deduct, Steel Vibration Isolation Equipment Bases**

**Furnish & Install steel vibration isolation equipment bases for all units except RTUs #15 & #16 in lieu of concrete curbs**

**No extension of the Contract Time will be granted if this Alternate is accepted.**

**University reserves the right to accept this Alternate within 10 calendar days after the commencement date per the Notice to Proceed.**

**PART 2 – PRODUCTS (Not Applicable)**

**PART 3 – EXECUTION (Not Applicable)**

**END OF SECTION**