

UNIVERSITY OF CALIFORNIA, SANTA BARBARA

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SANTA BARBARA • SANTA CRUZ

OFFICE OF DESIGN & CONSTRUCTION SERVICES and PHYSICAL FACILITIES

CONTRACTING SERVICES  
Building 439  
Santa Barbara, California 93106-1030  
Telephone (805) 893-3356  
Fax (805) 893-8592

**SENT VIA:**  FAX ON THIS DATE  
 HAND DELIVERY ON THIS DATE  
 FEDERAL EXPRESS ON THIS DATE  
 UNITED PARCEL SERVICE ON THIS DATE

HOLDERS OF PLANS AND SPECIFICATIONS:

Arts Building Seismic Correction & Renewal  
Project No. FM090010L/988720

**Addendum No. 1**

June 17, 2010

Enclosed is **ADDENDUM NO. 1** to the Construction Documents on the above-captioned project.

Bid date is Thursday, July 22, 2010 at 2:30 PM to be held at:

CONTRACTING SERVICES  
Facilities Management, Bldg. 439,  
Door #E, Reception Counter  
University of California, Santa Barbara  
Santa Barbara, CA 93106-1030.

Late arrivals shall be disqualified. Please allow time for unforeseen traffic delays, securing a parking permit and potential parking problems.



Anna Galanis  
Director, Contracting Services

ADDENDUM NUMBER 1  
to the  
CONSTRUCTION DOCUMENTS

June 17, 2010

GENERAL

The following changes, additions or deletions shall be made to the following document(s) as Indicated; all other conditions shall remain the same.

I. ADVERTISEMENT FOR BIDS

Item No.

1. Advertisement for Bids Bidding Documents (Contract Documents): **Replace** in its Entirety with Advertisement for Bids per Addendum 1, 2 pages attached.

II. SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Item No.

1. Parking of Contractor's and Employee's Vehicles, Number 10, Third Paragraph **Delete** in its entirety:

"A fenced contractor's parking area will be established on a remote unimproved portion of the Campus as indicated on Drawings, from which point the Contractor will make arrangements to transport workers to the job site. If, for any reason, improved parking spaces must be used for the Project, or if individuals prefer to use such spaces, parking policies of the Campus shall be adhered to. All such arrangements shall be made through Parking Services."

III. SUPPLEMENTARY CONDITIONS

Item No.

1. Supplementary Conditions: **Replace** in its Entirety with Revised Supplementary Conditions per Addendum 1, 4 pages attached.

END OF ADDENDUM NO. 1

ADVERTISEMENT FOR BIDS

Subject to conditions prescribed by the University of California, Santa Barbara, sealed bids for a Lump Sum Contract are invited for the following Work:

Project Name: Arts Building Seismic Correction and Renewal

University Project No. FM090010L/988720

Facilities Management Building 439  
University of California, Santa Barbara  
Santa Barbara, California 93106

**DESCRIPTION OF WORK:**

The work consists of all labor, materials, equipment, tools, transportation, insurance and services for the Arts Building project. The Arts building was originally constructed in 1959. The work includes seismic upgrade, building renewal and renovation of 59,780 ASF (87,137 OGSF) of the Arts Building. The proposed project will combine seismic corrections and address deficiencies in the building's infrastructure, fire and life safety and mandatory ADA upgrades as well as asbestos abatement. Partial renewal of mechanical, plumbing and electrical systems. The existing building will be partially occupied with the work done in phases. Demolition includes asbestos-related and lead-related construction work in the Arts building. A separate Energy Monitoring and Controls System contract will be assigned to the Contractor.

Estimated Construction Cost: \$16,570,000.00

Bidding Documents will be available to Bidders on Tuesday, June 15, 2010 at 1:30 PM, and will be issued at:

Tri-Co Blue Print & Supply  
513 Laguna Street  
Santa Barbara, California 93101  
Ph: (805) 966-1701 Fax: (805) 966-9484

FAX your request for Contract Documents to Lorena at Tri-Co (805) 966-9484. Each set will require a non-refundable fee of the actual cost of reproduction. Arrangements for payment and receipt of all sets should be made directly to Tri-Co.

**NOTE:** It is the sole responsibility of prime contractors to register with Tri-Co Blue Print & Supply or Contracting Services at Facilities Management, University of California, Santa Barbara to acknowledge receipt of the Bidding Documents for the Project.

A **mandatory** Pre-Bid Conference and **mandatory** Pre-Bid Job Walk will be conducted on Tuesday, June 22, 2010 beginning promptly at 1:30 PM. (There is no grace period.) Participants shall meet at:

Facilities Management, Building 594 – Learning Center  
University of California, Santa Barbara  
Santa Barbara, California

Only bidders who participate in both the Conference and the Job Walk in their entirety, will be allowed to bid on the Project as prime contractors.



REVISED SUPPLEMENTARY CONDITIONS

1. 1.2 "OWNERSHIP AND USE OF CONTRACT DOCUMENTS." add paragraph 1.2.2 to read as follows:

"1.2.2 The University warrants only the Contract Documents in hard copy form. Copies of the contract Documents in any other form or media may contain inexactitudes, anomalies, errors, etc. In the event any of the contract Documents provided to the Contractor in any form or media other than hard copy are used or converted, the Contractor assumes all risks associated therewith."

2. 2.1 "INFORMATION AND SERVICES PROVIDED BY UNIVERSITY," revise paragraph 2.1.3 to read as follows:

"Contractor will be furnished, free of charge, 25 copies of the Contract Documents for execution of the Work."

3. NOT USED

4. 7.3 "CHANGE ORDER PROCEDURES" revise 2<sup>nd</sup> sentence of paragraph 7.3.2.7 to read as follows:

"Such rental charges shall be at rates, as approved by University Representative, not exceeding competitive rates obtainable from unrelated third parties in the area in which the Work is performed."

5. 7.3 "CHANGE ORDER PROCEDURES" revise paragraph 7.3.9.2.1 to read as follows:

".1 An error or omission in the Contract Documents which does not result in any Extra Work for which Contractor is compensated pursuant to Subparagraph 7.3.5; or . . ."

6. 7.3 "CHANGE ORDER PROCEDURES" revise paragraph 7.3.9.2.2 to read as follows:

".2 University's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of Contractor, and where the change in the scope of the Work does not result in any Extra Work for which Contractor is compensated pursuant to Subparagraph 7.3.5; or . . ."

7. 8.3 "DELAY" add paragraph 8.3.2 to read as follows:

"8.3.2 Unscheduled Power Outages:

- a. The University may be subject to power outages during the performance of the contract. The Contractor should plan its schedule accordingly and take such other steps as it deems necessary to provide temporary power should outages occur.

Any plan to provide temporary power shall be coordinated with and approved, in advance, by the University's Representative.

- b. The Contractor agrees to bear the risk of any delays to the completion of the Work, or increase costs, attributable to such power outages."

8. MODIFICATION OF ARTICLE 8 – CONTRACT TIME

Rainy weather in excess of the following number of days will be granted a Contract Time extension pursuant to Article 8.4 of the General Conditions:

January - 7 days	July - 1 day
February 8 days	August - 1 day
March - 6 days	September - 1 day
April - 3 days	October - 2 days
May - 2 days	November - 3 days
June - 1 day	December - 6 days

9. 8.4 "ADJUSTMENT OF THE CONTRACT TIME FOR DELAY", add the following to 8.4.1.6.9

- .3 the Contractor must have employed all reasonable rain mitigation measures to enable the Work to continue on the day; and
- .4 all other conditions of Article 8 must be met.

10. 8.5 "COMPENSATION FOR DELAY" add paragraph 8.5.3 to read as follows:

"8.5.3 Contractor shall not be entitled to receive any compensation for delay for Contract Time extensions resulting from Extra Work. Where Contract Time extensions result from or are granted in change orders which authorize Extra Work, payment by University to Contractor in consideration of any such Extra Work, payment by University to Contractor in consideration of any such Extra Work, pursuant to Subparagraph 7.3.5, shall constitute compensation in full for delay, interruption or disruption resulting from or arising out of any such Extra Work."

11. 8.5 "COMPENSATION FOR DELAY" add paragraph 8.5.4 to read as follows:

"8.5.4 Compensation Delay damages, if any, will be paid to Contractor by University as part of the final payment."

12. MODIFICATION OF GENERAL CONDITIONS, ARTICLE 11 – INSURANCE AND BONDS

Contractor shall furnish and maintain insurance in the amounts below.

The insurance required by 11.1.2.1 and 11.1.2.2 shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following:

Minimum Requirement

11.1.2.1	Commercial Form General Liability Insurance-Limits of Liability	
	Each Occurrence-Combined Single Limit for Bodily Injury and Property	<u>\$3,000,000.00</u>
	Products-Completed Operations Aggregate	<u>\$5,000,000.00</u>
	Personal and Advertising Injury	<u>\$1,000,000.00</u>
	General Aggregate	<u>\$5,000,000.00</u>
11.1.2.2	Business Automobile Liability Insurance-Limits of Liability	
	Each Accident-Combined Single Limit for Bodily Injury and Property Damage	<u>\$1,000,000.00</u>

Insurance required by Paragraph 11.1.2.3 shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's); or (ii) that are acceptable to the University. Such insurance shall be written for not less than the following:

11.1.2.3 **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY –**  
 (as required by Federal and State of California law).

11.1.2.4 The Contractor shall obtain, either itself or through the applicable Subcontractor(s) performing Work involving hazardous materials, Contractor's Pollution Liability (CPL) insurance coverage for such Work AND an endorsement to either is CPL or Business Auto policies for transporting or hauling of hazardous material. The insurance required by this paragraph 11.1.2.4 shall be (i) issued by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the University (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating



by Standard & Poor or Moody's). such insurance shall be written for not less than the following and include the University as Additional Insured by endorsement:

CONTRACTOR'S POLLUTION LIABILITY Limits of Liability	Minimum Requirements
Each Occurrence	<u>\$1,000,000.00</u>
Products-Completed Operations	<u>\$5,000,000.00</u>
General Aggregate	<u>\$1,000,000.00</u>

If coverage is provided on a Claims-Made form, Contractor shall evidence coverage to include a three (3) year Extended Reporting Period beyond completion of such Work. Coverage must extend to Transportation and Hauling of hazardous materials, The University shall require a copy of the policy endorsement noting extension of Transportation coverage. If this extension of coverage is not provided under the Contractor's or applicable Subcontractors Contractor's Pollution Liability, then the Contractor/Subcontractor shall also be required to evidence the following under its business auto policy:

BUSINESS AUTO – Combined Single Limit Per Accident \$1,000,000.00  
 Covering Transportation and/or Hauling of hazardous materials by amending the pollution exclusion of ISO Form CA 00010 6/92 (or its equivalent) in the following manner:

1. Delete Section a.(1)a.: (Pollution) "being transported or towed away by, or handled for movement into, onto or from the Covered Auto"
2. Delete Section a.(1)b.: "Otherwise in the course of transit by the insured."

Coverage shall include MCS-90 endorsement with the University as Additional Insured and shall be endorsed to specifically limit the reimbursement provisions of the MCS-90 to the Named Insured.

**13. 14.4 "PAYROLL RECORDS," add paragraph 14.4.4 to read as follows:**

.1 Contractor and every Subcontractor required to submit certified payrolls and labor compliance documentation shall use the FM International Labor Compliance Program software "LCPtracker™" provided by the University. The software is a web-based system, accessed by a web browser. Contractor and each Subcontractor will be provided a Log On identification and password to access the University's reporting system. Use of the system may entail additional data entry of weekly payroll information including, but not limited to: employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The required software shall be used regardless of the ability to interface with the contractor's or Subcontractor's payroll and accounting software or system. On-line training in the use of the system is available via the Internet. The University may elect to schedule training classes in the use of the LCPtracker™.