

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:

Campus Point Stair Access Way
Project No. FM110220S/987767

Addendum No. 2

August 26, 2011

Enclosed is **ADDENDUM NO. 2** to the Construction Documents on the above-captioned project.

Bid date is September 13, 2011 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.

Greg Moore
Associate Director, Contracting Services

ADDENDUM NUMBER 2

to the

Campus Point Stair Access Way

August 26, 2011

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

Item No.

1. Advertisement for Bids: Replace in its entirety with Revised Advertisement for Bids per Addendum 2, 2 pages attached.

II SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Item No.

1. Supplementary Instructions to Bidders, second page "7. Instructions to Bidders (Article 3 – Bidder's Representations)": Change to read in its entirety

"7. INSTRUCTIONS TO BIDDERS (ARTICLE 2 - "BIDDING DOCUMENTS"):

Amend paragraph 2.1.5 to read as follows:

Bidder has read and shall abide the nondiscrimination requirements contained in the Bidding Documents and shall pay prevailing wage rates. A copy of the general prevailing per diem wage rates will be on file at University's principal Facility office and will be made available to any interested party upon request.

INSTRUCTIONS TO BIDDERS (ARTICLE 3 - "BIDDING DOCUMENTS"):

Amend paragraph 3.4.1 to read as follows:

Each Bidder shall list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services as defined in Article 9 of the Bid Form. The Bid Form contains spaces for the following information when listing Subcontractors: (1) portion of the Work; (2) name of Subcontractor; (3) city of Subcontractor's business location; and (4) License No. of Subcontractor. Failure to list, on the Bid Form, any one of the first three (3) items set forth above will result in the University treating the Bid as if no Subcontractor was listed for the Work Activity and Bidder will thereby represent to University that Bidder agrees that it is fully qualified to perform that portion of the Work and shall perform that Work."

III SUPPLEMENTARY CONDITIONS

Item No.

1. Supplementary Conditions, third page "12. Modifications of General Conditions, Article 14 – Statutory Requirements **Change** to read in its entirety

"14.3 "PREVAILING WAGE RATES," revise paragraph 14.3.2 to read as follows:

14.3.2 Contractor shall comply and shall ensure that all subcontractors comply with Section 1770, and the applicable sections that follow, including Sections 1771 and 1775 of the State of California Labor Code. Additionally, Contractor shall comply and shall ensure that all Subcontractors comply with Labor Code Sections 1811 and 1815.

14.3 "PREVAILING WAGE RATES," add paragraph 14.3.4 to read as follows:

14.3.4 In accordance with Labor Code Sections (1771.5(b) and 1771.7, the University has initiated and shall enforce a labor compliance program ("LCP") for this project as generally described in Labor Code Section 1771.5(b). Any questions regarding the payment of prevailing wages, or enforcement thereof, should be directed to the University Representative."

14.4 "PAYROLL RECORDS," revise paragraph 14.4.2 to read as follows:

14.4.2 Contractor and all Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyworker, apprentice, worker, or other employee employed in connection with the Work. All payroll records shall be verified as true and correct by Contractor or Subcontractors keeping such records by a written declaration that is made under penalty of perjury, stating (1) that the information contained in the certified payroll and (2) the employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- .1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.
- .2 A certified copy of all payroll records shall be made available for inspection upon request to University, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.
- .3 A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either University, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of Contractor or Subcontractor. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by University shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

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

14.4.4

In addition to the requirements of subparagraphs 14.4.2 and 14.4.3, Contractor shall, within 10 days following the end of the preceding month, furnish a certified copy of each weekly payroll for the preceding month for its workers and the workers of all subcontractors (Labor Code Section 1771.7(c)). Each certified copy shall contain a statement of compliance by Contractor or Subcontractors keeping such records signed under penalty of perjury stating (1) that the information contained in the certified payroll is true and correct and (2) the employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

- .1 Contractor and every Subcontractor required to submit certified payrolls and labor compliance documentation shall use the FM International Labor Compliance Program software "LCPtrackerTM" 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™ and Contractor shall have all necessary personnel attend and shall require attendance by all Subcontractors.

14.4 "PAYROLL RECORDS," add paragraph 14.4.5 to read as follows:

14.4.5 The University may withhold contract payments when payroll records are delinquent or inadequate.

14.4 "PAYROLL RECORDS," add paragraph 14.4.6 to read as follows:

14.4.6 The University may withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

14.5 "APPRENTICES," Page revise paragraph 14.5.4 to read as follows:

14.5.4 When Contractor or Subcontractors employ workers in any apprenticeship craft or trade on the Work, Contractor or Subcontractor shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the area of the Project site, for a certificate approving Contractor or Subcontractors under the apprenticeship standards for the employment and training of apprentices in the area of the Project site. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeyworkers who shall be employed in the craft or trade on the Work. The ratio may not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than 1 hour of apprentice work for every 5 hours journeyman work, except as permitted by law. Subject to the foregoing, Contractor or Subcontractors shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeyworkers fixed in the certificate issued by the Division of Apprenticeship Standards."

IV EXHIBITS

Item No.

1. Exhibits, Table of Contents: Add Exhibit 1a and Exhibit 24
"Exhibit 1a – Certificate of Insurance State Coastal Conservancy
Exhibit 24 – State Coastal Conservancy Request for Disbursement (RFD)"

Item No.

2. Exhibit 1a, **Add** in its entirety: 1 page attached.

Item No.

3. Exhibit 24, **Add** in its entirety: 2 pages attached.

END OF ADDENDUM NO. 2

REVISED ADVERTISEMENT FOR BIDS

PER ADDENDUM NO. TWO

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: Campus Point Stair Access Way

University Project No. FM110220S/987767

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

DESCRIPTION OF WORK:

Construct wood stairway and platforms on concrete piers with steel handrails at Campus Point from the beach to the top of the bluff. Work will also include installing baffles across deep gullies up the side of the hill and filling them with native soil.

Estimated Construction Cost: \$156,000.00

Bidding Documents will be available to Bidders on Wednesday, August 24, 2011 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. Prospective bidders will receive THREE (3) sets at no charge. Additional sets will require a non-refundable fee of the actual cost of reproduction per set of Bidding Documents. 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 Monday, August 29, 2011 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.

Please note: Bidders are advised that there may be traffic congestion and parking may be difficult. Bidders should allow ample time to drive to the above location in heavy traffic, find a parking space, walk to the building, and arrive in the designated Meeting Room prior to the required time. Any prospective Bidder arriving after the

above designated starting time shall be disqualified from submitting a bid for this project.

For further information, contact University's Representative George Levinthal at (805) 893-2661 x 2205.

Bid Deadline: Sealed bids must be received on or before 2:30 P.M. on Tuesday, September 13, 2011.

Sealed Bids will be received only at: Contracting Services
Facilities Management, Building #439
Door #E, Reception Counter
University of California, Santa Barbara
Santa Barbara, California 93106-1030

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 Documents and to pay prevailing wage rates at the location of the Work. A copy of the general prevailing per diem wage rates will be on file at University's principal Facilities office and will be made available to any interested party upon request. For this project, the University has initiated and shall enforce a labor compliance program ("LCP") in conformance with Labor Code sections 1771.5(b) and 1771.7. A pre-construction conference will be held with the successful Bidder and its Subcontractors to discuss federal and state labor law requirements to this project.

The successful Bidder will be required to have one of the following California current and active contractor's license at the time of submission of the Bid:

<u>General Engineering</u> License	OR	<u>A</u> License Code
<u>General Building</u> License		<u>B</u> License Code

Every effort will be made to ensure that all persons shall have equal access to contracts and other business opportunities with the University within the limits imposed by law or University's policy. Each Bidder may be required to show evidence of its equal employment opportunity policy.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

8/17/11, 8/24/11

Please visit our website at <http://facilities.ucsb.edu>

CERTIFICATE OF INSURANCE

State Coastal Conservancy, State of California

Grant Agreement #: 10-037

ISSUE DATE (/ /)
SCC Project Mgr: R. Couch

PRODUCER (Agent or Broker)

THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURED

COMPANIES		BEST'S RATING
COMPANY LETTER A	_____	_____
COMPANY LETTER B	_____	_____
COMPANY LETTER C	_____	_____
COMPANY LETTER D	_____	_____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS ARE SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY or <input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY <input type="checkbox"/> ISO form (1973) or comparable with Broad Form Comprehensive General Liability endorsement. <input type="checkbox"/> Other: _____ <input type="checkbox"/> OCCURENCE <input type="checkbox"/> OTHER _____ <input type="checkbox"/> General Aggregate applies per project				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (any one person)	\$
					PERSONAL & ADVERTISING INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OPS AGGREGATE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO (ISO Form Number CA 0001, Code or equivalent). <input type="checkbox"/> OTHER: _____ <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NONOWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT (each accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM <input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				EACH OCCURRENCE	\$
					AGGREGATE	\$
					STATUTORY	\$
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	PROPERTY INSURANCE <input type="checkbox"/> COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$
					PERCENT REPLACEMENT VALUE	

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/RESTRICTION/DEDUCTIBLES/SELF INSURED RETENTIONS/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled until after 30 days' written notice has been given to the State Coastal Conservancy at 1330 Broadway, 13th Floor, Oakland, CA 94612.
- The State of California (State), its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed ABOVE.
- It is agreed that any insurance or self-insurance maintained by the State will apply in excess of and not contribute with, the insurance described above.
- All rights of subrogation under the property insurance policy listed above have been waived against the State.
- The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the State for injuries to employees of the insured resulting from work for the State or use of the State's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED

State of California

AUTHORIZED REPRESENTATIVE

SIGNATURE _____
TITLE _____
PHONE NO. _____

REQUEST FOR DISBURSEMENT

Name of Grantee/Contractor:		Agreement Number:		Invoice Number:	
Address (include zip code):		Project Name:			
		Billing Period Covered: From: _____ To: _____			
Work Plan Task Number and Name <i>(insert rows as needed for work plan)</i>		Task Budget	Costs Incurred this Period	Total Cost to Date	Remaining Balance
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -
LESS Ten (10%) Percent Withhold (if applicable)			\$ -	Attach all receipts of expenditures, Progress Report & other supporting documents required.	
TOTAL AMOUNT REQUESTED			\$ -		

CERTIFICATION OF GRANTEE/CONTRACTOR

I hereby certify that the above costs were incurred in the performance of work required under the agreement and are consistent with the amounts evidenced by supporting documents and expenditures.

Signature

Printed Name and Title

Date

(FOR STATE COASTAL CONSERVANCY USE ONLY)

AGREEMENT EXPENDITURE APPROVALS

The undersigned certifies that all conditions precedent to disbursement and all other legal prerequisites for this disbursement have been met.

Approval Requested:		Approval Recommended:		Request Approved:	
Project Manager		Work Group Leader		Executive Officer	
Budget Item:			Project/Program:		

GRANTEE/CONTRACTOR DIRECT EXPENDITURE:		
(A) Materials and Equipment	Reference	Amount
SUB-TOTAL (A)		\$ -
(B) Labor - Description	Reference	Amount
SUB-TOTAL (B)		\$ -
(C) SUB-CONTRACTOR'S EXPENDITURE:		
Name	Reference	Amount
SUB-TOTAL (C)		\$0.00
GRAND TOTAL (A+B+C)*		\$0.00

NOTE: (1) * Should agree with "Total Costs Incurred This Period" on front page.