

UNIVERSITY OF CALIFORNIA, SANTA BARBARA

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



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:

Elings Hall, Bldg. 266 – 2<sup>nd</sup> Floor East Lobby Conversion, Room 2623, Project No.: FM100098BR/987739  
And 3<sup>rd</sup> Floor East Lobby Conversion, Room 3623, Project No.: FM100099BR/987738

**Addendum No. TWO**

February 16, 2010

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

Bid date has been changed from Monday, February 22, 2010 at 2:30PM to **Tuesday, February 23, 2010 at 2:30PM** 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 TWO

to the

Construction Documents  
February 16, 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. Second page, sentence beginning with “Bid Deadline...” **CHANGE** to read in it’s entirety:

“Bid Deadline: Sealed bids must be received on or before 2:30PM on Tuesday, February 23, 2010. 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.”

II SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Item No.

1. **REPLACE** in it’s entirety with attached “Revised Supplementary Instructions to Bidders, Revised per Addendum Two.

III BID FORM

Item No.

1. REPLACE in it's entirety with attached "Revised Bid Form, Revised per Addendum Two". Any bids not submitted on "Revised Bid Form, Revised per Addendum Two", will be rejected.

IV SPECIFICATIONS – Volume 2

Item No.

1. Table of Contents. REPLACE in it's entirety with attached Table of Contents

Item No.

2. Section 01020, Allowances. ADD attached Section 01020, Allowances, one page.

V DRAWINGS – Volume 2

Item No.

1. E2.1, Second Floor Electrical Plan. ADD the following note:  
"At second floor Conference Room, route composite cable, FBO from door strike/keypad to existing Bosch panel in electrical room. Install Bosch 1420 card, FBO and connect poser supply to card."

VI SPECIFICATIONS – Volume 3

Item No.

1. Table of Contents. REPLACE in it's entirety with attached Table of Contents

Item No.

2. Section 01020, Allowances. ADD attached Section 01020, Allowances, one page.

VII DRAWINGS – Volume 3

Item No.

1. E2.1, Third Floor Electrical Plan. **ADD** the following note:  
“At third floor Conference Room, route composite cable, FBO from door strike/keypad to existing Bosch panel in electrical room. Provide ¾” C. from Bosch panel to existing gutter. Install Bosch 1420 card, FBO.”

END OF ADDENDUM NO. TWO

REVISED SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Revised per Addendum Two

1. Contract Time: Seventy Seven (77) calendar days.
2. Requests for clarification or interpretation of the Bidding Documents shall be addressed only to the University Representative:

Deedee Ciancola  
University of California, Santa Barbara  
Facilities Management, Bldg 370  
Santa Barbara, CA 93106-1030  
Telephone: 805/893-2661 x 2209 FAX: 805/893-4493

3. The Pre-Bid Conference will be conducted on Friday, February 5, 2010 starting at 9:30AM, at:

Facilities Management  
Facilities Management Learning Center, Building 594  
University of California, Santa Barbara  
Santa Barbara, California 93106-1030

**Attendance at the Pre-Bid Conference is mandatory.**

**Please note that any prospective Bidder arriving after the above-designated starting time shall be disqualified from submitting a bid for this project.**

4. Bids will be received on or before the Bid Deadline: 2:30 P.M., Tuesday, February 23, 2010, and only at:

Contracting Services  
Facilities Management, Building 439  
Door E, Reception Counter  
University of California, Santa Barbara  
Santa Barbara, California 93106-1030

5. Bids will be opened at:

Facilities Management  
Building 439  
University of California, Santa Barbara  
Santa Barbara, California 93106-1030

6. Contractor will be assessed as liquidated damages the sum of Five Hundred Dollars (\$500.00) 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 \$400.00 per day.

See Article 5 of the Agreement for detailed requirements.

7. 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."

8. INSTRUCTIONS TO BIDDERS (ARTICLE 5- "BID SECURITY"):

A. Amend paragraph 5.2.1 to read as follows:

"Each Bid shall be accompanied by Bid Security in the amount of 10% of each separate Lump Sum Base Bid or 10% of the combined Lump Sum Base Bid, whichever amount is greatest as security for Bidder's obligation to enter into a Contract with University on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security shall be a Bid Bond on the form provided by University and included herein, or a certified check made payable to "The Regents of the University of California." When a Bid Bond is used for Bid Security, failure to use University's Bid Bond form will result in the rejection of the Bid. Bidder must use the Bid Bond form provided by the University or an exact, true and correct photocopy of such form. The Bid Bond form may not be retyped, reformatted, transcribed onto another form, or altered in any manner except for the purpose of completing the form."

9. INSTRUCTIONS TO BIDDERS (ARTICLE 6- "CONSIDERATION OF BIDS"):

B. Amend paragraph 6.3.1 to read as follows:

"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 either the lowest responsible bidder of each separate bid or the lowest responsible bidder of the combined bid, 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."

10. INSTRUCTIONS TO BIDDERS (ARTICLE 6- "CONSIDERATION OF BIDS"):

C. Amend paragraph 6.3.3 to read as follows:

"University will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, if any, plus the daily rate for compensable delay multiplied by the "multiplier" as stated in the Bid Form. The University will determine the low bidder on the basis of the lowest combined bid or the combined sum of the lowest separate bids if they are less than the lowest combined Bid. The Contract Sum will be the sum of the Lump Sum Base Bid and the additive or deductive amounts for all Alternates that University has selected to be included in the Contract Sum as of the time of

award. The Contract will be awarded to either the lowest responsible bidder of each separate bid or the lowest responsible bidder of the combined bid.”

11. INSTRUCTIONS TO BIDDERS (ARTICLE 6- "CONSIDERATION OF BIDS"):

A. Amend paragraph 6.3.5 to read as follows:

".1 **Two** originals of the Agreement signed by Bidder."

".2 **Two** originals of the Payment Bond."

".3 **Two** originals of the Performance Bond."

".9 Cost Breakdown for the following project components as required by Article 9 of the General conditions:

a. 2<sup>nd</sup> Floor East Lobby Conversion – Room 2623, FM100098BR/987739

b. 3<sup>rd</sup> Floor East Lobby Conversion – Room 3623, FM100099BR/987738

B. Amend paragraph 6.3.7 to read as follows:

" 6.3.7 If Bidder submits two originals 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 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."

12. PARKING OF CONTRACTOR'S AND EMPLOYEE'S VEHICLES:

The applicable parking fees shall be paid by the Contractor for each space. Parking permits shall be obtained from the Parking Services Office. The Contractor shall fence or barricade assigned areas to designate the area to be used for construction personnel parking (where/if applicable). The Contractor may park material delivery vehicles at or near the buildings as required to handle removed or new materials. Vehicles shall not be parked where they will block or interfere with normal pedestrian or vehicular traffic. Parking fees are subject to change.

Personal vehicles of Contractor's employees shall not be parked in established parking lots or space without payment of established parking fees. Vehicles without proper parking passes or Contractor's temporary passes will be issued tickets by University parking service. Park in assigned areas only.

REVISED BID FORM

Revised per Addendum Two

FOR:

**Elings Hall, Building 266 - 2nd Floor East Lobby Conversion, Room 2623, FM100098BR/987739**

**And**

**3rd Floor East Lobby Conversion, Room 3623, FM100099BR/987738**

UNIVERSITY OF CALIFORNIA  
SANTA BARBARA  
SANTA BARBARA, CALIFORNIA

January 2010

BID TO: University of California, Santa Barbara  
Facilities Management, Building 439  
Door E, Reception Counter  
Santa Barbara, CA 93106  
(805)893-3298

BID FROM:

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

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

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

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

\_\_\_\_\_  
(Fax Number)

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

DATE BID SUBMITTED

\_\_\_\_\_  
(Date)

**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 may result in the BID being rejected as non-responsive.**



## **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. 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 Seventy Seven (77) calendar 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 has been issued for this Bid.

## **3.0 NOT USED**

**4.0 LUMP SUM BASE BID**

1. 2nd Floor East Lobby Conversion, Room 2623, FM100098BR/987739

\$   ,    ,    .

(Place Figures in appropriate boxes)

Bidder includes in the Lump Sum Base Bid the following allowances:

**\$1,400.00** for fully completing the Scope of Work as defined in Section 01020, Allowances, Allowance No. 1.

2. 3rd Floor East Lobby Conversion, Room 3623, FM100099BR/987738

\$   ,    ,    .

(Place Figures in appropriate boxes)

Bidder includes in the Lump Sum Base Bid the following allowances:

**\$1,400.00** for fully completing the Scope of Work as defined in Section 01020, Allowances, Allowance No. 1.

3. Combined Bid: 2nd Floor East Lobby Conversion, Room 2623, FM100098BR/987739 & 3rd Floor East Lobby Conversion, Room 3623, FM100099BR/987738

\$   ,    ,    .

(Place Figures in appropriate boxes)

Bidder includes in the Lump Sum Base Bid the following allowances:

**\$2,800.00** for fully completing the Scope of Work as defined in Section 01020, Allowances, Allowance No. 2.

**5.0 SELECTION OF APPARENT LOW BIDDER**

Refer to the Instructions to Bidders for selection of apparent low bidder.

**6.0 NOT USED**

**7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS (Used As Basis For Award)**

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:

\$  ,  .  x 20 MULTIPLIER  
(Place Amount in Figures in appropriate boxes)

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 NOT USED**

**9.0 LIST OF SUBCONTRACTORS**

Bidder will use Subcontractors for the Work:

YES

If yes, provide in the spaces below (a) the name and the location of the place of business 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, specifically 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 1/2 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.

(1) -2 <sup>nd</sup> Floor Bid , (2) - 3 <sup>rd</sup> Floor Bid, or (3) Combined Bid		SUBCONTRACTOR INFORMATION			
		Lump Sum Base Bid No.	Portion of the Work	Name	License No.

(Note: Add additional pages if required.)

**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 \_\_\_\_\_  
\_\_\_\_\_.

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 Names)  
\_\_\_\_\_

CALIFORNIA CONTRACTORS LICENSE(S):

\_\_\_\_\_  
(Classification)

\_\_\_\_\_  
(License Number)

\_\_\_\_\_  
(Expiration Date)

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

EMPLOYER IDENTIFICATION NUMBER (EIN):

**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  
(Printed Name)

the \_\_\_\_\_ 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 declare, under penalty of perjury, that the foregoing is true and correct and that this declaration  
was

executed at: \_\_\_\_\_  
(Name of City if within a City, otherwise Name of County)

in the State of \_\_\_\_\_,

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

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

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_,

as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called THE REGENTS, in the sum of ten percent (10%) of the Lump Sum Base Bid amount for payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a Bid for the work described as follows:

Elings Hall, Building 266 - 2nd Floor East Lobby Conversion, Room 2623, FM100098BR/987739 and 3rd Floor East Lobby Conversion, Room 3623, FM100099BR/987738

NOW, THEREFORE, if Principal shall not withdraw said Bid within the time period specified after the Bid Deadline, as defined in the Bidding Documents, or within sixty (60) days after the Bid Deadline if no time period be specified, and, if selected as the apparent lowest responsible Bidder, Principal shall, within the time period specified in the Bidding Documents, do the following:

- (1) Enter into a written agreement, in the prescribed form, in accordance with the Bid.
- (2) File two bonds with THE REGENTS, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Bidding Documents.
- (3) Furnish certificates of insurance and all other items as required by the Bidding Documents.

In the event of the withdrawal of said Bid within the time period specified, or within sixty (60) days if no time period be specified, or the disqualification of said Bid due to failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the Bidding Documents, if Principal shall pay to THE REGENTS an amount equal to the difference, not to exceed the amount hereof, between the amount specified in said Bid and such larger amount for which THE REGENTS procure the required work covered by said Bid, if the latter be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by THE REGENTS, Surety shall pay reasonable attorneys' fees and costs incurred by THE REGENTS in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 20

Principal

Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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SECTION 01020

ALLOWANCES

PART 1. GENERAL

1.01 ITEMS COVERED BY ALLOWANCES

- A. Included in the contract sum are all allowances stated in the contract documents. Items covered by allowances shall be supplied for by such amounts and by such persons or firms as University's Representative may direct.
- B. The following shall apply, unless otherwise provided in the Contract Documents:
  - 1. Allowances shall cover the cost to Contractor of materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts.
  - 2. Contractor's costs required for storage on and off the Project site; security; loading and unloading; handling at the Project site; labor; installation costs; overhead; profit; and other expenses necessary for the stated Allowance amounts shall be included in the Contract Sum and not in the Allowances.
  - 3. Whenever costs are more than or less than Allowances, the Contract sum shall be adjusted by Change Order based on (1) the difference between actual costs and the Allowances and (2) changes in Contractor's costs.
  - 4. At any time during the course of the Contract, the University's Representative may elect to delete any or all allowances via Change Order for the full amount listed below.

PART 2. DESCRIPTION OF ALLOWANCES

2.01 ALLOWANCE NO. 1

- A. Include an allowance of One thousand four hundred Dollars (\$1,400.00) for the material cost of Modular Carpet Tile for the 2<sup>nd</sup> Floor East Lobby Conversion, Room 2623, FM100098BR/987739.

2.02 ALLOWANCE NO. 2

- A. Include an allowance of Two thousand eight hundred Dollars (\$2,800.00) for the material cost of Modular Carpet Tile for the combined bid of the 2<sup>nd</sup> Floor East Lobby Conversion, Room 2623, FM100098BR/987739 and the 3<sup>rd</sup> Floor East Lobby Conversion, Room 3623, FM10099BR/987738.

\*\*\*END OF SECTION\*\*\*

SECTION 01020

ALLOWANCES

PART 1. GENERAL

1.01 ITEMS COVERED BY ALLOWANCES

- A. Included in the contract sum are all allowances stated in the contract documents. Items covered by allowances shall be supplied for by such amounts and by such persons or firms as University's Representative may direct.
- B. The following shall apply, unless otherwise provided in the Contract Documents:
  - 1. Allowances shall cover the cost to Contractor of materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts.
  - 2. Contractor's costs required for storage on and off the Project site; security; loading and unloading; handling at the Project site; labor; installation costs; overhead; profit; and other expenses necessary for the stated Allowance amounts shall be included in the Contract Sum and not in the Allowances.
  - 3. Whenever costs are more than or less than Allowances, the Contract sum shall be adjusted by Change Order based on (1) the difference between actual costs and the Allowances and (2) changes in Contractor's costs.
  - 4. At any time during the course of the Contract, the University's Representative may elect to delete any or all allowances via Change Order for the full amount listed below.

PART 2. DESCRIPTION OF ALLOWANCES

2.01 ALLOWANCE NO. 1

- A. Include an allowance of One thousand four hundred Dollars (\$1,400.00) for the material cost of Modular Carpet Tile the 3<sup>rd</sup> Floor East Lobby Conversion, Room 3623, FM10099BR/987738.

2.02 ALLOWANCE NO. 2

- A. Include an allowance of Two thousand eight hundred Dollars (\$2,800.00) for the material cost of Modular Carpet Tile for the combined bid of the 2<sup>nd</sup> Floor East Lobby Conversion, Room 2623, FM100098BR/987739 and the 3<sup>rd</sup> Floor East Lobby Conversion, Room 3623, FM10099BR/987738.

\*\*\*END OF SECTION\*\*\*

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