

# **BID ADDENDUM #1**

**September 13, 2019**

To:  
**Prospective Bidders/Planholders**

## **HOUSING UTILITY CONNECTIONS PROJECT #1 California State University Stanislaus One University Circle, Turlock, CA 95382**

**Bid / Project Number: ..... 12660**

**Bid Opening Date: .....September 26, 2019**

**Bid Opening Time: .....2:00 p.m.**

This Addendum forms a part of the contract documents and modifies the original bidding documents. Addendum shall be noted as received and acknowledged on the Bid Proposal Form when submitted as outlined in the Bid Package referenced above.

The following corrections, additions, deletions, and/or modifications to the above package, by this reference, shall be incorporated therein:

### **Modifications**

- 1.) Replace Bid Proposal Form with the revised Bid Proposal Form as attached.
- 2.) Replace Section 01 10 00 – Summary of Work with the revised Section 01 10 00 – Summary of Work as attached.
- 3.) Replace the existing language in Exhibit I, Division 1, Section 23 21 13 Underground Hydronic Piping, Part 2-Products, 2.1 2. with the following;

Pipe shall be Aquatherm Blue Pipe MF available from Aquatherm or equal manufacturer.

End of Addenda No. 1

**BID PROPOSAL FORM FOR DESIGN-BID-BUILD PROJECT**

**Housing Utility Connections Project, PROJECT NUMBER 12660  
CSU Stanislaus**

**One University Circle, Turlock CA 95382**

To the Trustees of the California State University, on behalf of the State of California (hereinafter called the Trustees):

The undersigned bidder hereby offers, in the amount stated below, to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation, and permits for the construction of Project Number 12660, Housing Utility Connections Project, at CSU Stanislaus, and hereby agrees to enter into contract for Project Number 12660 if this offer is accepted by the Trustees.

TOTAL AMOUNT OF BASE BID: \$ \_\_\_\_\_ LUMP SUM  
*(Use figures only)*

The above amount is to be stated in figures only and is the total amount bid for the entire contract work including all applicable taxes. Any alteration, erasure, or change must be clearly indicated and initialed by the bidder. The bidder agrees that if there are any discrepancies or questions in the figures, the Trustees will use the lower figure despite the bidder's intent. The Trustees reserve the right to reject any and all bids and to waive any irregularities. The architect's construction estimate (and the construction budget) for this project is \$606,500.

*SPECIFY THE NUMBER OF EACH ADDENDUM YOU HAVE RECEIVED ON THE LINE BELOW.*

The bid is subject to the provisions contained in the Contract General Conditions (note especially Article 2.00 *et seq.* regarding instructions to bidders), and the bidder agrees that failure to comply with the conditions thereof shall be basis for rejection of this bid.

Five Percent Small Business Preference

The undersigned bidder is hereby requesting the five percent Small Business Preference. To receive the five percent bid advantage, Bidder must submit with its bid a completed "Small Business Preference and Certification" form 701.09, and also indicate its intent by checking the appropriate response below:

By checking the appropriate box below, Bidder is requesting the five percent Small Business Preference, as either:

- 1) a CA certified Small Business upon verification in accordance with the CA Code of Regulations, Title 2, Section 1896.2, having applied for certification no later than 5:00 p.m. on bid opening date, or Yes  No
- 2) a non-small business that commits to subcontracting at least 25% of its net bid price to CA certified small businesses and/or microbusinesses. Yes  No

DVBE Participation / Request for DVBE Bid Incentive

The Trustees require the successful bidder to achieve three percent (3%) DVBE participation in contracting construction projects as established in the bidding documents. Bidder will list its DVBE subcontractors/suppliers with its bid. Bidders shall contact the Trustees' DVBE Program Advocate at ddarosa@csustan.edu.

The Trustees are granting a DVBE Bid Incentive, for bid evaluation purposes only, in accordance with the Contract General Conditions (for Design-Bid-Build Major Projects, Article 2.13, and for Design-Bid-Build Minor Projects, Article 2.11). Bidder shall indicate whether or not Bidder is requesting the DVBE Bid Incentive by checking the appropriate response below. Bidder commits to subcontract at least the percentage of DVBE participation of its net bid price as stated hereon with one or more DVBE(s).

DVBE Participation	Incentive
3.00% to 3.99%	None
4.00% to 4.99%	1%
5.00% to 5.99%	2%
6.00% or more	3%

Bidder is requesting the DVBE Bid Incentive (check one): Yes  No

**Bidder shall indicate in the spaces below its Total DVBE Participation Percentage Commitment:**

**3%** Mandatory + \_\_\_\_\_% DVBE Incentive = \_\_\_\_\_% Total DVBE Participation Percentage Commitment

Bidder must submit its bid on this Proposal Form, completely filled out and in a sealed envelope provided by the Trustees, and delivered to the Mary Stuart Rogers Building, Room MSR270, at CSU Stanislaus, before 2:00 PM on September 26,

2019, or it will be disregarded. The Trustees will only accept bids from contractors with current California State License Board-issued B, C-20 or C-34 license and current California Department of Industrial Relations Public Works Registration number.

Bidder shall enclose with this Proposal Form bidder's security in the amount equal to at least ten (10) percent of the amount of bid in accordance with the Contract General Conditions (for Design-Bid-Build Major Projects, Article 2.06-c, and for Design-Bid-Build Minor Projects, Article 2.04-c). If the Trustees award a contract to the Bidder, and Bidder then fails to execute the contract, Bidder shall forfeit its bidder's security to the State.

The time period for completion of the overall project shall be 120 calendar days from the construction start date as stated on the Notice to Proceed. Liquidated damages shall be \$3000 for each calendar day completion is delayed beyond the time prescribed for the project.

By placing his/her initials in the space below, Proposer acknowledges this notification of its Contract General Conditions.

\_\_\_\_\_  
(Initial here)

-End of Bid Proposal Form for Design-Bid-Build-

**SECTION 01 10 00 – SUMMARY OF WORK****PART 1 GENERAL****1.01 RELATED DOCUMENTS**

- A. Contract General Conditions.
- B. Supplemental Conditions

**1.02 SUMMARY**

- A. The following subjects are included in this section:
  - 1. Project Description
  - 2. Project Phasing
  - 3. Contractor Use of Premises
  - 4. University Occupancy.
  - 5. Review of Existing Conditions.
  - 6. Hazardous Materials and Procedures.
  - 7. Codes, Ordinances, and Regulatory Requirements.
  - 8. Use of University Equipment.
  - 9. Delays in Completion - Liquidated Damages.
  - 10. Project Staff.
  - 11. Project Coordination and Site Survey Requirements.
  - 12. Work Sequence and Special Considerations.

**1.03 PROJECT DESCRIPTION**

The project consists of modifications to the hydronic systems and controls of the Village I, II, and III housing areas, as delineated on the project drawing set for the Bid Alt 1 option only. Demolition includes decommissioning and removal of the existing boiler & chiller systems, and new work includes site piping, pumps, & controls for connection of 2-pipe systems to the existing hydronic campus loops.

All new controls shall be connected to the existing system for control and monitoring by central plant facility staff.

**1.04 PROJECT PHASING**

- A. Phase the project work as necessary to maintain pedestrian and vehicle access around the work areas during the project construction.

**1.05 CONTRACTOR USE OF PREMISES**

- A. Limit use of site and premises to allow:
  - 1. University inspections and visits.
  - 2. Work by Others and Work by the University.
  - 3. Unimpeded access by fire fighting or rescue equipment.
  - 4. Exiting from existing facilities for life safety.

- B. The University will designate spaces and routes for the storage of materials and the ingress and egress of workers and equipment to the project site. Materials and equipment shall be kept strict within these limits. Refer to Section 01 35 13 for additional information. During construction, entrances and access to University facilities shall at all times be kept clean and clear of materials, equipment, dirt, refuse, etc.
- C. Keeping existing driveways and entrances serving the premises clear and available to the University's personnel at all times. Do not use these areas for parking or storage of materials.
- D. Provide ramps, stairs, ladders and similar temporary access elements as required to properly execute the Work and to permit inspections. When permanent access provisions are available, cover finished surfaces with sufficient protection to ensure freedom from damage.
- E. Do not unreasonably encumber site with materials and equipment.
- F. All materials delivered to the site or University shall be received by the Contractor and inspected by the Contractor. It is not the responsibility of the University to receive or accept materials for the Contractor. Contractor shall notify vendors and subcontractors of the site location. The University shall not be held responsible for any damage to materials otherwise delivered.
- G. The Contractor shall assume full responsibility for protection and safekeeping of products stored on premises.
- H. The Contractor shall not be permitted to store products or equipment that interferes with operations of University or other contractors as directed by the University.
- I. The Contractor shall be responsible for project security at all times. No firearms will be permitted. Refer to Section 01 35 53 for additional information.
- J. The Contractor shall be responsible for all damage to on-campus roads, sidewalks, landscape, hardscape, etc., used by construction vehicles and trucks traveling to and from the job. Final decisions as to responsibility shall rest with the University when cases arise involving other construction projects on Campus.
- K. The size of the project boundary shall be as defined in the Contract Documents. The long-term storage of material and equipment shall be within the area designated by the University. The Contractor may elect to provide storage off campus. All associated cost shall be the Contractor's responsibility.
- L. The Contractor is required to observe all campus driving and access restrictions. Each driver must have a valid California driver's license. Contractor shall access campus interiors for specific service related needs (i.e. unloading or emergency response only). The Contractor must never exceed posted speed limits and must use discretion when a slower speed may be more appropriate due to congestion. Contractor must use caution at pedestrian crossing (i.e., intersections, crosswalks,

and other unmarked areas where frequent crossing occurs). Contractor must remember that the pedestrian has the right of way. Contractor must park vehicles so as not to block traffic crosswalks, disabled access routes, fire lanes, building entrances, fire hydrants, and walkways. All vehicular traffic is prohibited on brick surfaces. Driving on lawns and landscaped area is prohibited.

- M. The Contractor's and subcontractors' employees must park in the job site staging area designated by the University.
- N. The University has adopted the policy of prohibiting sexual or racial harassment of any kind on Campus. All employees of the Contractor, subcontractors, materials suppliers, etc., shall treat the students, faculty, staff, and visitors of the University with respect and act in a professional manner at all times. Any employee who is demeaning or treats students, faculty, staff, and visitors with disrespect shall be immediately removed from the project and barred from future project employment.
- O. The University has adopted the policy of a Smoke-Free environment. The Contractor shall not allow employees or subcontractors, visitors, manufacturer's representatives, etc., to smoke within 30-feet of or inside buildings, including those under construction.
- P. The Contractor shall maintain areas free of waste materials, debris, and rubbish and maintain site in a clean and orderly condition.
- Q. The Contractor shall remove from construction areas all trash or debris as it accumulates and dispose it off campus. The Contractor shall not be allowed to use University equipment such as disposal bins or trash carts. The Contractor shall furnish all equipment necessary for refuse removal.
- R. Provide signs adequate to direct visitors to the job site.
- S. Do not allow posting of unauthorized signs.
- T. The Contractor must provide alternate disabled access where existing University access has been compromised during the course of the work and post pedestrian and vehicular detour signs and disabled accessible re-route signs as necessary to provide clear direction around any obstruction caused by the work.
- U. The Contractor must maintain all utilities affected by the construction of this project in an operable and functioning condition (including irrigation systems) to all buildings, facilities, and services on the campus. All costs for providing temporary utilities must be included in base bid.
- V. The Contractor may not interrupt any campus utilities without 7-days prior written permission from the Trustees.
- W. If any utility is interrupted which affects any occupied facility, the Contractor must provide a temporary connection to the affected utility/facility/area within the noted time frame with due diligence, at no additional cost to the University. If the contractor does not perform repairs with due diligence within the noted time frames, the

University will enforce the terms and conditions of the General Conditions for Contractor's failure to perform work in a timely manner.

1. Fire Alarm Systems: Within 4-hours of occurrence.
2. Telephone/Data Communications System (including payphones, fiber backbone, copper, etc.): Within 4 hours of occurrence.
3. Energy Management Control System: Within 4-hours of occurrence.
4. Exterior Lighting / Street Lighting: Within 4-hours of occurrence.
5. Building Power: Within 4-hours of occurrence.
6. Potable Water: Within 4-hours of occurrence depending on impact of loss of water.
7. Gas: Within 4-hours of occurrence.
8. Sewer: Within 4-hours of occurrence.
9. Storm Drain: Within 4-hours of occurrence.
10. Irrigation (including reclaimed water): Within 4 hours of occurrence; provide alternate methods of irrigation if needed during outages to prevent damage to landscape.

#### 1.06 UNIVERSITY OCCUPANCY

- A. The University reserves the right, with prior approval of the State Fire Marshal, for beneficial occupancy and to install equipment in completed spaces provided such occupancy does not interfere with the completion of the Contractor's work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

#### 1.07 REVIEW OF EXISTING CONDITIONS

- A. An existing facilities plan is available for review by the Contractor at the Facilities Services Offices in the Corporation Yard on Merced Way in the North Central portion of the campus. Hours are normally 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday. Copies can be requested after Award of Contract and at the Contractor's expense. Requests for copies should be made a minimum of seven-(7) working days in advance of the Contractor's need for these documents. For further or more detailed information Record Drawings are available at same location.
- B. Examination of Site Conditions: Data in these Specifications and on the Drawings are as accurate as possible, but not guaranteed. Verify locations, levels, distances and features that may affect the Work. No allowance will be made in the Contractor's behalf for any extra expense resulting from failure or neglect in determining the conditions under which Work is to be performed, or in the Contractor's interpretation of the information furnished by the Engineer.

#### 1.08 HAZARDOUS MATERIALS PROCEDURES

- A. The Contractor is made aware that in buildings or portions thereof constructed prior to 1978 or thereabout, there is a possibility when it is altered or renovated that some existing construction materials may contain asbestos or other materials considered hazardous. See Campus Annual Asbestos Notification at the end of this section. PLEASE BE AWARE THIS LIST IS NOT COMPLETE.

- B. During the course of performing this Contract, in the event that the Contractor suspects that asbestos is present in the area of work and has not been identified in the Asbestos Survey Report, the Contractor shall immediately stop work in the affected area and notify the University.

#### 1.09 CODES, ORDINANCES AND REGULATORY REQUIREMENTS

- A. During the entire construction period, it shall be the sole responsibility of the Contractor to maintain conditions at the project site to meet the requirements of the Federal Occupational Safety and Health Administration (OSHA). This provision shall cover the Contractor's employees and all other persons working upon or visiting the site. To this end, the Contractor shall inform themselves and the Contractor's representatives of the Federal OSHA standards.
- B. Obtain copies of the applicable regulations and keep at the project site for use of all parties.
- C. The Contractor shall provide an Injury and Illness Prevention Plan. All requirements of Title 8 - Cal-OSHA are to be adhered to. The Contractor and its subcontractors are to submit an Injury and Illness Prevention Plan (IIPP) for the University's review prior to the start of construction. The IIPP is a written program describing the policies used by an employer to provide a safe and healthy workplace for their employees. The IIPP is required to include, but is not limited to, the following information (per Title 8, CCR 3203):
  1. Identify the person responsible for implementing the plan by name.
  2. Include a system for ensuring employee compliance with the plan.
  3. Include a system for communicating health and safety information to employees.
  4. Include a procedure for correction of unsafe conditions.
  5. Include a procedure for investigating injuries and illnesses.
  6. Include procedures for identifying and evaluating workplace hazards, including inspections of work site; when the program is first established, whenever new substances, processes, or equipment changes occur; and whenever the employer is made aware of a new or unrecognized hazard.

#### 1.10 USE OF UNIVERSITY EQUIPMENT

- A. The Contractor will not be allowed to use the University equipment such as disposal bins or trash carts.
- B. The Contractor shall furnish all equipment necessary for completion of work as outlined in Contract Documents.

#### 1.11 DELAYS IN COMPLETION - LIQUIDATED DAMAGES

- A. One hundred twenty (120) calendar days shall be allowed for the completion of this project, starting May 1, 2019. The Time of Completion shall commence as directed by the University in the Notice to Proceed issued after the receipt of the fully executed Agreement. The project must be completed in all respects in accordance with the Contract Documents to the full satisfaction of the University within the noted



calendar days or liquidated damages in the amount of \$3,000.00 per calendar day shall be assessed. Refer to Item 7.02 of the General Conditions for additional information.

#### 1.12 PROJECT STAFF

- A. The Contractor shall employ a competent Project Staff, including, without limitation, a Project Manager, an appropriate backup for the Project Manager, and an on-site working foreman. The foreman must be on site at all times while work is being performed. The project staff shall represent the Contractor, and all communications given to the project staff shall be binding as if given to the Contractor. Contractor shall provide a management organizational chart and a list of personnel comprising the project staff at time of contract award.
- B. With the exception of the Project Manager and the assigned backup, the project staff shall be in attendance at the project site not less than eight-(8) hours per day, five-(5) days per week, and/or at all times that any subcontractor is working on the project site, unless the work is stopped due to a general strike or conditions beyond the control of the Contractor or until termination of the Contract in accordance with the Contract Documents. The project staff shall be acceptable to the University, and each member shall continue in specified capacity of the duration of the project, unless said member ceases to be on the Contractor's payroll or the University otherwise agrees. The Contractor or any other entity shall not employ members of the project staff on any other project during the course of the work. Failure to provide appropriate documentation of qualifications and suitable experience (as stated elsewhere in these specifications) shall be sufficient reason for the University to disqualify and disallow such person for the required position of full-time Project Manager.
- C. Submit Project Manager qualifications showing the following:
1. Six-(6) years experience as a Project Manager including experience with institutional type buildings and/or sports facilities similar to those found on a University or College Campus.
  2. A minimum of three-(3) projects, each totaling \$1,000,000 or more, mechanical, electrical, heating/ventilation/air conditioning, etc.
  3. A minimum of three-(3) references from Owners (preferably within an institutional setting similar to a University / College campus). The remaining references shall be from design consultants.
  4. \*removed\*
  5. Knowledge of Cal-OSHA safety regulations and procedures as they pertain to a similar type project.
  6. Provide evidence of training in Cal-OSHA and asbestos / hazardous materials awareness.
  7. Knowledge of San Joaquin Air Quality Management District regulations and procedures as they pertain to a similar type project.
  8. Knowledge of the local Water Quality Control Board regulations and procedures as they pertain to a similar type project.
  9. Knowledge of all State Fire Marshal ordinances and regulations pertaining to construction on State property.

10. Knowledge of computers, demonstrated computer literacy, and knowledge of computerized project management / inspection systems / software.

D. \*removed\*

E. Submit Project Manager's back up person's qualifications showing years of experience, past projects, and references at time of contract award.

F. Failure to Maintain a **project foreman** on the project site at all times work is in progress shall be considered a material breach of the contract, entitling the University to terminate the contract, or alternatively, issue a Stop Work Order until the **foreman** is on the project site. If, by virtue of issuance of said Stop Work Order, Contractor fails to complete the Contract on time, it will be assessed consequential damages in accordance with the Contract.

G. \*removed\*

#### 1.13 PROJECT COORDINATION AND SITE SURVEY REQUIREMENTS

A. Coordinate the work and do not delegate responsibility for coordination to any subcontractor or manufacturer.

B. Anticipate the interrelationship of all subcontractors and manufacturers and their relationship with the work.

C. Resolve differences or disputes between the subcontractors concerning coordination, interference, or extent of work between sections.

D. Coordinate the work of subcontractors so that portions are performed in a manner that minimizes interference with the progress of the work.

E. Do not obstruct spaces and installations until they have been inspected and approved and required certificates of inspection issued.

F. Do not obstruct spaces and installations that are required to be clear by Applicable Code Requirements.

G. Remove and replace all work that does not comply with the Contract Documents. Repair or replace and other work or property damaged by these operations at no additional cost to the University.

H. Whenever any cutting, removal, or alteration of existing work is required to form connections with new work or otherwise meet the requirement of the Contract Documents, perform such work so as not to damage the work that will remain in place. Perform patching and repairs occasioned thereby using materials, construction details, and finishes matching those of the existing work as closely as possible, and to the full satisfaction of the University. Refer to Section 01 73 29 for additional information.

- I. Perform a survey of the project site, and record conditions in and adjacent to the project sites. Contractor and Inspector of Record shall attend the pre-construction survey. Contractor shall video record areas of Work immediately prior to construction with the Inspector of Record. Contractor shall provide one-(1) copy of pre-construction survey to the University in DVD or USB drive format. This copy shall act as the official record of verification of existing conditions.

1.14 WORK SEQUENCE AND SPECIAL CONSIDERATIONS

- A. Any suggestions a Bidder or Contractor may have to improve on the work sequencing and special considerations to meet the objectives of the University or to complete the project sooner than set out by the plan, shall be submitted in writing for review by the University. There is no guarantee of any kind, made or implied, that any suggestions will be considered and adopted. However, they are encouraged provided the Contractor has fully understood the implication on construction work and operations of the University. Any changes that might be made to the work sequence for whatever reason, and at any point in the project or prior to the Notice to Proceed, shall be incorporated into the Contractor's construction without any burden of direct or indirect costs to the University.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

**END OF SECTION 01 11 00**