

Announcement to Level 2 Prequalified Bidders

Cover Sheet and Instructions

APPROVED DOCUMENT – This document is approved by the Office of the President and Office of the General Counsel for use by the Facility and is available on electronic media.

PURPOSE OF DOCUMENT:	Announces to the prequalified Bidders the date and time for Bids; pre-bid conference, etc.		
CROSS-REFERENCE TO FACILITIES MANUAL:	FM4[II]		
CONTENTS:	Announcement to Level 2 Prequalified Bidders		
FOR USE WITH:	CM/Contractor agreement		
COMPLETED BY:	✓ Filling in	✓ Adding Text	No Data Required
ITS USE IS:	✓ Required	Optional	

NOTE: To use the electronic file of this document, you must go to the “Tools” pull down menu in Microsoft Word, select “Options,” select the “View” tab, and then put a check in the box “Hidden text.” Most instructions and alternate language is displayed in hidden text. Do not print the hidden text for the final document.

Completion Instructions:

- Notes, suggested text, instructions and other information is formatted using the following methods:
 - Hidden text within brackets. {This is an example of the format.} Read the material within the brackets and take the appropriate action (usually inserting text or selecting from a choice of texts.) When printing this document, the default print property will not print the hidden text.
 - Coded instruction within brackets. {This is an example of the format.} The instructions and shading will disappear when the required information is typed.
 - Suggested text is shaded in gray without brackets (see Modifications and Additions below.)

Modifications and Additions:

- Alternate provisions for separate pre-bid conference and project site visits are included. Facility should select appropriate provisions.
- Areas shaded in gray, without brackets, represent suggested text that may be modified by the Facility to meet the needs of the Project. This is an example of the format. Ensure that any modified or added text is consistent with the Contract Documents.
- Areas not highlighted in gray, without brackets, shall not be altered without approval of the Office of the President.

Comments: None

ANNOUNCEMENT TO LEVEL 2 PREQUALIFIED BIDDERS

1.0 INTRODUCTION

- A. The University of California, {FACILITY} has completed Level 1 & 2 Prequalification for the subject project. The Advertisement for Bids and this Announcement to Level 2 Prequalified Bidders establishes the requirements for sealed bids, which will only be accepted from Prequalified Bidders.
- B. The Bidding Documents will be made available on {Date} at the address below.

{DEPARTMENT}
UNIVERSITY OF CALIFORNIA, {FACILITY}
{CITY, STATE, ZIP}
{TELEPHONE #} {FAX #}

1.1 PURPOSE

- A. The University's primary objective in utilizing the CM/Contractor approach for this project is to bring the best available construction management, construction experience and expertise together to work with the University and its Design Professional, as a team to successfully meet the unique challenges presented by this project.

1.2 PROJECT OVERVIEW - CM/CONTRACTOR CONTRACT PROVISIONS SUMMARY

- A. The University will retain a contractor, through competitively bidding the Project, to provide Pre-Construction Services during the Project design period and to act as a general contractor to construct the Project as the design is completed. The pre-construction services during design are referred to in the Contract Documents as Phase 1; the construction period is referred to as Phase 2.
- B. The CM/Contractor, after authorization by the University, will competitively bid the various Bid Packages representing the Construction Work required to complete the Project. The Contract provides the specific competitive bidding requirements. After approval by the University, the Bid Packages will be incorporated into the Contract by Contract Amendment, and the Contract Sum will be increased accordingly. No Contract Time will be added with the incorporation of Bid Packages. No cost for Subcontractors performance or payment bonds, or insurance in lieu thereof will be included in Contract Amendments.
- C. The amount the CM/Contractor will be paid for pre-construction services during Phase 1 is established in the Contract Documents. The Phase 1 scope of services is defined in the Scope of Work exhibit.
- D. The Option Sum – Phase 2 Bid by the CM/Contractor shall represent all costs for CM/Contractor's Base Fee, General Conditions Work, and all other costs to construct the Project as a general contractor. The CM/Contractor's Base Fee is defined in the Contract Documents, and it is the amount included by the CM/Contractor in his Option Sum – Phase 2 Bid and will compensate the CM/Contractor for all adjustments in the Contract Sum up to the Maximum Anticipated Contract Value. No CM/Contractor Fee will be provided to the CM/Contractor as a result of Change Orders, Contract Amendments, Bid Packages, or through any other means, until the Contract Sum exceeds the Maximum Anticipated Contract Value. If the Contract Sum does exceed the Maximum Anticipated Contract Value, entitlement to CM/Contractor Fee will be afforded only pursuant to the provisions of Article 7 of the General Conditions.

- E. The minimum General Conditions Work is defined in the exhibits; CM/Contractor shall provide all General Conditions Work to complete the project. The minimum items of General Conditions Work that the CM/Contractor will be expected to make available to its Subcontractors are defined in the Exhibits. This list will be required to be included with all Bid Packages so Subcontractors understand what minimum General Conditions Work items will be provided by the CM/Contractor.
- F. The Contract provides for a University Option for Phase 2 Work. The Phase 2 Work may start prior to the completion of Phase 1 so long it is not earlier than the specified Design/Construction Overlap Duration. In the event that there is overlap, or "fast track" design/construction is utilized, the Contract Time will be the time allotted for Phase 2, plus the time used for Phase 1. The Phase 1 Pre-Construction Services shall continue into Phase 2, as the design work requires.
- G. Bid Security will be returned after the contract has been awarded. Notwithstanding the preceding, if a Bidder fails or refuses, 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, the University will retain that Bidder's Bid Security. University will retain the Bid Security of the successful Bidder until CM/Contractor has furnished the Performance and Payment Bonds required by Article 11 of the General Conditions. Failure to furnish Performance and Payment bonds may result in the assessment of liquidated damages.
- H. If the Contract Time is extended (as allowed by the Contract Documents), the CM/Contractor may be entitled to additional compensation at the daily rate for Compensable Delay as provided in the Agreement.
- I. The provisions herein are in summary form only. The CM/Contractor shall in all cases review the CM/Contractor Contract Documents for specific requirements. If there are conflicts between the provisions herein and any other Contract Documents the provisions therein shall govern.

2.1 GENERAL REQUIREMENTS

The successful CM/Contractor shall be responsible for providing the Pre-Construction Services and Construction Work as indicated below and described in greater detail in the Contract Documents.

The University will award to the successful CM/Contractor a contract for Preconstruction Services with a University Option for Construction. The Contract Time for the completion of the Phases shall be as indicated in the Agreement. Liquidated damages will be assessed per the Contract Documents.

2.2 WORK PHASES

The successful CM/Contractor shall be responsible for providing Pre-Construction Services (Phase 1), and Construction Work (Phase 2). Construction Work under Phase 2 will only commence if the University elects to exercise its Options for this Phase.

2.2.1 Preconstruction Services – Phase 1

The selected CM/Contractor shall be responsible for the Preconstruction Services for the project as identified in the CM/Contractor Contract.

2.2.1.1 The Preconstruction Services shall include (at a minimum) the following:

{This section needs to be coordinated with the Scope of Work, re-letter as appropriate.}

- a. Development of construction schedule. {Required item of work, do not remove}

- b. Development of Bid Packages. {Required item of work, do not remove}
- c. Bid Package bidding {Required item of work, do not remove}
- d. Constructability review.
- e. Construction cost analysis and estimates.
- f. Value Engineering
- g. Prequalification of subcontractors.

2.2.1.2 University has established the fee for Phase 1 as \$ {Amount}

2.2.2 Construction Work - Phase 2

If the University exercises its Option for Phase 2, upon Notice to Proceed from the University, the CM/Contractor shall be responsible for the construction of the Project.

The Option Sum will be the amount bid for CM/Contractor Base Fee and General Conditions. Construction Work will be added through the bidding and award of Bid Packages by the CM/Contractor using procedures required of the University under state law. The Bid Packages will be added to the Contract Sum by Contract Amendment after the lowest, responsible, responsive bidder has been identified.

{MANDATORY Pre-Bid Conference and MANDATORY Project Site Visit {A mandatory pre-bid conference and project site visit will be conducted on {Day}, {DATE}, beginning promptly at {TIME}. Only Bidders who participate in both the pre-bid conference and the project site visit, in their entirety, will be allowed to bid on the project. Participants must arrive at or before {TIME}. Persons arriving later than {TIME} will not be allowed to submit proposals as CM/Contractor on the project. Participants shall meet at {BUILDING NAME, ROOM NUMBER (IF APPLICABLE), ADDRESS}}.

{FACILITY OPTION: IF THE PRE-PROPOSAL CONFERENCE AND PROJECT SITE VISIT ARE CONDUCTED SEPARATELY, ADD THE FOLLOWING PARAGRAPH AND MODIFY THE PRECEDING PARAGRAPH TO DELETE THE REFERENCE TO A SITE VISIT:}

MANDATORY Pre-Bid Project Site Visit. A mandatory pre-bid project site visit will be conducted on {DAY}, {DATE}, beginning promptly at {TIME}. Only Bidders who participate in the pre-bid project site visit, in its entirety, will be allowed to bid on the project. Participants must arrive at or before {TIME}. Persons arriving later than {TIME} will not be allowed to submit proposals as CM/Contractor on the project. Participants shall meet at {BUILDING NAME, ROOM NUMBER (IF APPLICABLE), ADDRESS}.

{FACILITY OPTION: THE FOLLOWING PARAGRAPH MAY BE INCLUDED:}

MANDATORY Pre-Bid Clarification Meeting. A mandatory pre-bid clarification meeting will be conducted on {DAY}, {DATE}, beginning promptly at {TIME}. Only those Bidders who participate in the pre-bid clarification meeting, in its entirety, will be allowed to bid on the project. Participants must arrive at or before {TIME}. Persons arriving later than {TIME} will not be allowed to participate in the clarification meeting. Participants shall meet at {BUILDING NAME, ROOM NUMBER (IF APPLICABLE), ADDRESS}. Bidders shall come prepared with questions concerning needed clarifications and shall only send their project manager, superintendent, or other professional intended to work on the project to attend this meeting. For further information, contact the University's Representative, {UNIVERSITY'S REPRESENTATIVE'S NAME}, at {TELEPHONE NUMBER}.

PARKING INSTRUCTIONS: Pre-Bid Conference and Job Walk attendees should plan to arrive on Campus at least {NUMBER} minutes prior to scheduled meeting time to make arrangements for parking. Attendees are to park in {LOCATION}. (A location map is provided in Bid Documents.)

Requests for clarification or interpretation of the Bidding Documents must be in writing and received by University by {Day, Date and Time} Questions received after the above-noted deadline may be answered at the discretion of the University's Representative.

Revisions, additions or deletions will be made by written addenda issued by {Responsible Department} only.

Bids will be received only at:

{Department Name and Address}
UNIVERSITY OF CALIFORNIA
{City, State, Zip}

Bids will not be accepted after:

{Time & Date}

Bid Security in the amount of 10% of the Anticipated Contract Value, 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.

The successful Bidder will be required to have the following State of California Contractor's license current at the time of submission of the Bid:

LICENSE CLASSIFICATION/CODE: {Insert Appropriate License Classification Code}