

# Supplementary Instructions to 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 computer diskette (see Introduction to the Facilities Manual, “Approved Documents”).

PURPOSE OF DOCUMENT:	Provides bidders with bid submittal information that varies by project; provides a means for modifying the Instructions to Bidders without revising the text of that document.				
CROSS-REFERENCES TO FACILITIES MANUAL (FM):	<b>FM4[I]:4.5.2</b>				
CONTENTS:	Supplementary Instructions to Bidders form				
FOR USE WITH: (Not Applicable to Some Documents)	√	Long Form (LF)	√	Short Form (SF)	Brief Form (BF)
COMPLETED BY:	√	Filling In	√	Adding Text	No Data Required
ITS USE IS:	√	Required		Optional	

## Completion Instructions:

- Notes, suggested text, instructions and other information is formatted using the following methods:
  - Hidden text within brackets. 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.)
- Liquidated Damages.** The sums to be inserted as liquidated damages shall be determined individually for each project (see **FM5[II]:5.6**). The sums specified should not be arbitrary but should represent an estimate of the cost the Facility will incur. After Substantial Completion, the rate of liquidated damages will be reduced to reflect costs to the University that do not continue past Substantial Completion, e.g., the premiums for Builder’s Risk insurance. Relevant factors to be considered in making an estimate of potential damages that would be sustained by the Facility in the event of noncompletion are as follows:
  - For residence halls, parking facilities, and similar projects: the per diem loss of revenue.
  - For classrooms, administrative buildings, laboratories, and similar projects: the per diem cost of comparable facilities that must be rented if the work is not completed on time.
  - For cafeterias or a catering contract, laboratory or research facilities, and similar projects: any actual damages, including loss of grants, that will be sustained by the Facility because of commitments that depend upon the availability of the facilities affected by the work.
  - The per diem cost of interest on the construction financing.
  - The per diem cost of premiums for builder’s risk insurance.

- Any other costs that will be sustained if the work is not completed on time such as increases in payroll costs, utility expenses, moving expenses, storage costs, and similar costs.
  - Per diem cost of project administration such as inspection, contract administration, etc.
3. Add additional instructions as required, and number new instructions sequentially (see note, below).

**Modifications and Additions:**

**NOTE: CHANGES TO THE INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS (THE CORE DOCUMENTS)—MADE BY, RESPECTIVELY, SUPPLEMENTARY INSTRUCTIONS TO BIDDERS AND SUPPLEMENTARY CONDITIONS—REQUIRE REVIEW AND APPROVAL BY THE OFFICE OF THE PRESIDENT AND BY THE OFFICE OF THE GENERAL COUNSEL BEFORE THESE DOCUMENTS ARE ISSUED TO BIDDERS (SEE [I]:6.1.2).**

1. 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.
2. Areas not highlighted in gray, without brackets, shall not be altered without approval of the Office of the President.
3. **Assignment of contracts.** When an assignment of one or more contracts pursuant to an Assignment Agreement is anticipated (see FM[I]:5.4.4), modify the Advertisement for Bids as follows:
  - In the potential **assignee's** Supplementary Instructions to Bidders: Modify Article 6, subparagraph 6.3.5 to add new item 11, Assignment Agreement and add a new, sequentially numbered instruction to the Supplementary Instructions to Bidders that addresses the Assignment. Use the following sample text for guidance:

{#}. The following Paragraph 6.3.5.11 is added to the Instructions to Bidders:

.11 a signed Assignment Agreement in the form contained in the Exhibits.

{#}. The Work of this Project is divided into Multiple Bid Packages. The Work of this Bid Package Number { } consists of {describe}

The following Bid Packages have been awarded:

Bid Package Number { }, Structural Steel

Bid Package Number { }, Elevators

Bid Packages numbers { }, and { } will be assigned to the Contractor.

- In the potential **assignor's** Supplementary Instructions to Bidders, add a new, sequentially numbered instruction to the Supplementary Instructions to Bidders of the assignor's contract. Use the following sample text for guidance:

{#}. Contract Assignment: Bidder must agree to the assignment of this Contract to the Bid Package { } Contract, as described in Specifications, Division 1, Section 01013

Multiple Construction Contracts, and to the terms of the Assignment Agreement included in these Contract Documents.

- See also the Advertisement of Bids for required modifications to that document.

4. **Bidder Prequalification.** When bidder prequalification is used, modify the Supplementary Instructions to Bidders as directed in FM5[I]:4.3.2 and as shown in FM5:RD2.4.
5. **Bidder Qualification.** When bidder qualification is used, modify the Supplementary Instructions to Bidders as directed in FM5[I]:4.4.2 and as shown in FM5:RD2.8.
6. **Early Completion Bonus.** When a bonus for early completion is offered to the contractor (see [I]:5.4.9), add the following new, sequentially numbered instruction:

{#}. Contractor will be paid, as a bonus, the sum of \${AMOUNT} for each day the Work is completed prior to {DATE}. See Article 8 of the Agreement for detailed requirements.

7. **Contractor's Statement of Experience and Financial Condition.** When the Contractor's Statement is used (see [I]:5.4.11), add the following new, sequentially numbered instruction, and include the Contractor's Statement as a new exhibit. Also add the "Contractor's Statement of Experience and Financial Condition" as a required attachment in Article 12 of the Bid Form.

{#}. Bidder shall submit with its Bid Form a Statement of Experience and Financial Condition, in the form provided as Exhibit {Number}, current for the most recently completed fiscal year.

8. **Irrevocable Bid Period, Changing.** The Instructions to Bidders states that bids are irrevocable for a period of 60 calendar days after the bid deadline unless the Facility consents to a different time period. If a period other than 60 days is selected, add an instruction revising the 60-day period stated in the Instructions to Bidders. (See [I]:4.5.1 and [I]:5.4.15 for guidance.) The number of days shown here must be the same as the number shown in the Bid Form Article 1 and on the Bid Bond.

9. **Phased Construction and Multiple Liquidated Damages.** When phased construction and multiple liquidated damages is contemplated(see FM4[I]:5.4.15), contact OP for revisions.

10. **Separate Bids and Combined Bids.** When separate bids and combined bids are used (see FM4[I]:5.4.16), add a new, sequentially numbered instruction stating that the Facility may award a contract to the lowest responsible bidder of each separate bid or the lowest responsible bidder of the combined bid.

11. **Separate Contracts.** When separate contracts are used (see FM4[I]:5.4.17), add a new, sequentially numbered instruction, using the following sample text for guidance:

{#}. The University of California, {FACILITY NAME}, has solicited lump-sum Bids for the construction of the{PROJECT NAME}.

Separate Contracts have been awarded for the following Work:

Phase I, Elevators (bid and awarded).

Phase II, Structural Steel and Miscellaneous Metal (bid and awarded).

Phase III, General Building Construction (bid and awarded).  
Phase IV, Landscaping (this Contract).

General coordination of these separate Contracts will be provided by University's Representative in accordance with the Contract Schedule located in Specifications, Division 1, Section 01310, Contract Schedule.

University's Representative will review the Contract Schedule at the Pre-Bid Conference.

Sections required by Phase III are included in these Specifications for informational purposes only.

12. **Pre-award Product Substitution Requests.** The Instruction to Bidders does not allow a request for product substitution prior to award. If a campus wishes to receive requests for product substitutions prior to award, a campus would need to include a supplementary instruction modifying Article 3.3.1 of the Instructions to Bidders. For example:

{#} Requests for substitution relating to the following specification section(s) must be received on or before {INSERT TIME} on {INSERT DATE} at the address given for receipt of bids:

{INSERT SECTION NO AND TITLE:

EX: Section 10520 - Fire Protection Specialties

Section 15900 - HVAC Instrumentation and Control}

No other substitutions will be considered prior to award of Contract.

Assuming a pre-award deadline is established for some product substitution requests, the campus would need to notify all Planholders by Addendum as to whether any such requests were received and whether each proposed substitution is accepted (or rejected). See also the embedded instruction in the Advertisement for Bids which requires insertion of the following language in the advertisement "The deadline for receipt of requests for products, materials or equipment specified by name may be required prior to the Bid Deadline. The Bidding Documents should be reviewed for further details."

13. **Posting of Bid Results.** The Instructions to Bidder states that the University will post the Bid results in a public place at the address where the Bids are received (unless another address is specified in the Bidding Documents). In these Supplementary Instructions, the Facility may state a physical or web address for posting of bid results. For example:

{#}. Bid results will be posted at the following web address: {INSERT URL}

14. **Reference to Systemwide supplier contracts:** If a project has needs of a certain supplies e.g. carpeting, you may wish to make reference to the relevant University's systemwide agreements in the "Information Available to Bidders". If you do so, you also need to include the following language in the "Supplementary Instructions to Bidders"

{#}. The University has negotiated contracts with certain suppliers (listed in the "Information Available to Bidders") to supply materials to University construction projects. Bidders may be able to obtain favorable pricing from the listed suppliers for materials required for this Contract. Bidders are not obligated to obtain any required materials from the listed suppliers. Use of any of the listed suppliers is at the bidder's risk, and the University does provide any

warranties, express or implied, with respect to the listed suppliers, their products and/or services. In particular, University does not warrant that the listed suppliers, their products and/or services are suitable for this project.

**Comments:**

1. **Liquidated Damages.** In many cases the amount derived from calculations of the Liquidated Damages amount will be of such magnitude that the Liquidated Damages amount would preclude Contractors from bidding at all, or would cause the bid prices to exceed the Project Budget. When this occurs, the Liquidated Damages amount should be adjusted downward to a more reasonable amount.

The amount of Liquidated Damages should be large enough to keep the Contractor on site until final completion but not so large that it limits bidders, especially for smaller projects.

Calculations for determining Liquidated Damages (including justifications for increasing or decreasing the amount) must be included in the Project File.

2. **Phased Construction.** Experience has shown that the more Phases used in a Project the less likely the Project will be completed on time and within budget. It is recommended that Projects have as few phases as possible. A lesser number is more manageable and more likely to be completed successfully.
3. **Pre-award Product Substitution Requests.** Pre-award product substitution requests would add time to the bid period and the amount of time would depend on that required for review of the product substitution request(s) and issuance of an Addendum. Additionally, if pre-award product substitution is used, it is recommended that Facility specify only a limited number of specification sections for pre-award product substitution; otherwise, it may be inundated with requests for varied miscellaneous items and may require even more time.

## SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Contract Time: {NUMBER} days.
2. Requests for clarification or interpretation of the Bidding Documents shall be addressed only to:

{NAME OF PERSON OR FIRM}  
{ADDRESS}  
{CITY}, {STATE} {ZIP CODE}  
{TELEPHONE NUMBER}

3. The Pre-Bid Conference will be conducted on {DAY}, {DATE}, {TIME}, at:

{OFFICE}  
{ADDRESS}  
{CITY}, {STATE}{ZIP CODE}

(Attendance at the Pre-Bid Conference is mandatory.)

4. Bids will be received on or before the Bid Deadline and only at:

{OFFICE}  
{SPECIFIC LOCATION}  
{ADDRESS AND ROOM NUMBER}  
{CITY}, {STATE} {ZIP CODE}

5. Bids will be opened at the following location:

{OFFICE}  
{ADDRESS AND ROOM NUMBER}  
{CITY}, {STATE} {ZIP CODE}

6. Contractor will be assessed as liquidated damages the sum of

#{ Amount in Figures }

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 { \$AMOUNT IN FIGURES } per day. See Article 5 of the Agreement for detailed requirements.

### **{INSERT THE FOLLOWING ONLY IF REQUEST PRODUCT SUBSTITUTION DEADLINE PRIOR TO BID DEADLINE:}**

7. Requests for substitution relating to the following specification section(s) must be received on or before {INSERT TIME} on {INSERT DATE} at the address given for receipt of bids:

{INSERT SECTION NO AND TITLE:  
EX: Section 10520 - Fire Protection Specialties  
Section 15900 - HVAC Instrumentation and Control}

**No other substitutions will be considered prior to award of Contract.**

**{INSERT THE FOLLOWING LANGUAGE IF YOU INCLUDE REFERENCE TO SYSTEMWIDE CARPET CONTRACTS IN INFORMATION AVAILABLE TO BIDDERS:}**

8. The University has negotiated contracts with certain suppliers (listed in the "Information Available to Bidders") to supply materials to University construction projects. Bidders may be able to obtain favorable pricing from the listed suppliers for materials required for this Contract. Bidders are not obligated to obtain any required materials from the listed suppliers. Use of any of the listed suppliers is at the bidder's risk, and the University does provide any warranties, express or implied, with respect to the listed suppliers, their products and/or services. In particular, University does not warrant that the listed suppliers, their products and/or services are suitable for this project.