ANNOUNCEMENT TO PREQUALIFIED BIDDERS

1.0 INTRODUCTION

- **1.0.1** The University of California, San Francisco has completed the prequalification for the Project. This Announcement to Prequalified Bidders establishes the requirements for sealed bids, which will only be accepted from the Prequalified Bidder.
- 1.0.2 Bidding Documents will be available to prequalified Bidders on <u>April 25, 2025</u> and can obtain complete sets of the Bidding Documents through the online bidding system, BuildingConnected. Prequalified bidders are required to register as a supplier and complete the registration form at: https://app.buildingconnected.com/public/654ab4b90da0a10035053c78.
- **1.0.3** Once registered, prospective bidder can log on to BuildingConnected and retrieve the Bidding Documents by project name and number. Contact Rebecca Palm-Song at <u>Rebecca.Palm@ucsf.edu</u> for any BuildingConnected questions. Subject line of the email should state UCSF Health Building Connected Question.
- **1.0.4** Only Prequalified Bidders will be allowed to submit a Bid on this project. The following bidders have been prequalified to bid on this project and constitute "**Prequalified Bidders**":

Cameron Builders. Dome Construction Peacock Construction Swinerton TCB Builders

1.1 PURPOSE

1.1.1 The University's primary objective in utilizing the Construction Manager at Risk (CMAR) Project Delivery for this project is to bring the best available construction experience and expertise together to work with the University as a team, to successfully meet the unique challenges presented by this project in the most productive and least wasteful manner, including implementation and use of Lean Construction Tools and Methods.

1.1.2 The University desires to select a cooperative, highly functional Bidder (Construction Manager) to provide a project that fully meets the University's established needs of program, Target Cost, on-going operations, and site development guidelines. The Construction Manager at Risk Project Delivery approach is intended to allow designers and contractors to work together to address each of these challenges concurrently, to produce an effective and comprehensive design concept that meets all these needs.

1.1.3 The University requests an integrated design and construction approach that will provide the needed amount of space with the highest design and construction quality, all within the established Target Cost.

1.1.4 The intent of the University is to award this Agreement to the CM/Contractor. During Phase 1, the University and CM/Contractor will be putting into place processes to effectuate the intent of the Contract Documents, including but not limited to the process to delegate roles and responsibilities as outlined in shown in the Design Assist and Design Build Responsibility Matrix (Exhibit 4D).

Announcement of Prequalified Bidders

1.2 PROJECT OVERVIEW – CM/CONTRACTOR CONTRACT PROVISIONS SUMMARY

1.2.1 The University will retain a CM/Contractor through competitively bidding the Project, to provide Preconstruction, Design Assist & Design Build Services during the Project design period and to act as a general contractor to construct the Project as the design is completed. The preconstruction period during which the Design, Preconstruction, Design Assist & Design Build Services to be completed is referred to in the Contract Documents as "**Phase 1**". The construction period during which the Construction Work to be completed is referred to as "**Phase 2**".

1.2.2 The CM/Contractor, during Phase 1 and after authorization by the University, will competitively bid the various Bid Packages representing the Construction Work required to complete the Project. The Agreement provides the specific competitive bidding requirements. After approval by the University, the Bid Packages will be incorporated into the Agreement by Contract Amendment. No cost for Subcontractors performance or payment bonds, or insurance in lieu thereof will be included in Contract Amendments. Neither the Target Cost shall increase nor will Contract Time be added with the approval of Bid Packages.

1.2.3 The Fee percentage will be the amount bid by CM/Contractor and will include Overhead and Profit. General Conditions Cost will be added after the completion of the Construction Documents and finalization of the Project Cost. Under no circumstances will the sum of fee, general conditions, general requirements, design cost, and Guaranteed Maximum Price (GMP) work exceed the Target Cost of the Project. The GMP for the Project, for both subcontracted and self-performed work, will be added through the bidding process and award of Bid Packages by the CM/Contractor using procedures (Project Manual, Tab 10) required of the University under state law. The Bid Packages will be added to the Contract by Contract Amendment after the lowest, responsible, responsive bidder has been identified.

1.2.4 The Phase 1 scope of Design and Preconstruction Services and Phase 2 scope of Construction Work are each detailed in the Scope of Work found in the Bidding Documents, and described in the Agreement, and such phases together will be all of the work required to deliver the complete Project. The minimum items of General Conditions Work that the CM/Contractor will be expected to make available to its CM Subcontractors are defined in the CM/Contractor Provided General Condition to Subcontractor, Project Manual Tab 11. This list will be required to be included with all Bid Packages so CM Subcontractors understand what minimum General Conditions Work items will be provided by the CM/Contractor.

1.2.5 The Contract provides the University with an option for Phase 2 Construction Work. The Phase 1 Design and Preconstruction Services shall continue into Phase 2, as the design work requires.

1.2.6 The Bid Security will be returned to unsuccessful bidders after the Agreement has been awarded. The University will retain the Bid Security of the successful Bidder until CM/Contractor has furnished the Performance Bond and Payment Bond required by Article 12 of the Agreement. Failure to furnish Performance and Payment Bonds in accordance with the Agreement may result in the assessment of liquidated damages. Notwithstanding the foregoing, 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 may retain and/or draw upon the Bid Security.

1.2.7 The provisions herein are in summary form only. The CM/Contractor shall in all cases review the Contract Documents for specific requirements. If there are conflicts between the provisions of the Bidding Documents and the Contract Documents, the provisions of the Contract Documents shall govern.

1.2.8 The lowest responsible bidder will be selected on the basis of the lowest cost to the University.

1.2.9 Compensation for this Project differs significantly from other projects undertaken by the University of California and includes a CM/Contractor Fee, Guaranteed Maximum Price (GMP) not to exceed the Target Cost established by the University. Bidders should carefully review the compensation provisions of this Bidding Document.

2.0 NOT USED

2.1 GENERAL REQUIREMENTS

The successful CM/Contractor shall be responsible for providing the Phase 1 Design and Preconstruction Services and Phase 2 Construction Work as indicated below and described in greater detail in the Contract Documents.

The University will award to the successful CM/Contractor the Agreement which will provide for the performance of Phase 1 and Phase 2, subject to the University's Phase 2 Option. The Contract Time for the completion of the Phases shall be as indicated below and in the CM/Contractor Agreement. Liquidated damages will be assessed as indicated in the CM/Contractor Agreement.

2.2 WORK PHASES

The successful CM/Contractor shall be responsible for providing services for the development of the Project including Design and Preconstruction Services in Phase 1 and Construction of the Project in Phase 2. Work under Phase 2 will only commence if the University elects to exercise its Option for these Phases. The successful CM/Contractor shall be responsible for providing the Design and Preconstruction Services during Phase 1 and Construction Work during Phase 2.

2.2.1 Design and Preconstruction Services – Phase 1

The selected CM/Contractor shall be responsible for the Design and Preconstruction Services for the Project as identified in the **Sections 6.2 through 6.8** of the Agreement.

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

- a. Develop and provide construction schedule.
- b. Develop and provide procurement schedule including identifying long lead times. Identify opportunities for early procurement of long lead items.
- c. Development of Bid Packages per UCSF requirements, including designassist/design build trades.
- d. Site logistics planning & coordination

- e. Selection of subcontractors, as required.
- f. Investigation of existing spaces to uncover existing conditions, and to coordinate with existing utilities for inclusion in the construction documents, including fire sprinklers.
- g. Weekly scoping/design/constructability review meetings with the design team for a total of 24 weeks.
- h. Constructability cost analysis and estimates at 100% DD, 50% CD, and 95% CD.
- i. Constructability review throughout the CD and permitting phases. Track recommendations and status in a log format.
- j. Participate in Target Value Design.
- k. Prepare early demolition packages for site investigation, as needed.
- 1. Develop shutdown schedule and detailed documentation including investigation, tracing, panel schedule review, coordination studies, air balance, pre-balance, megger testing requirements, etc. Prepare Facilities Impact Request (FIR) and MOPs on University forms.
- m. Assistance with permit backcheck comments.
- n. Develop and provide submittal log and schedule, and begin submittal process during design/permitting.
- o. Pre-review with FLSO for ILSM impacts.
- p. Develop responsibility matrix for all fixtures, furniture, and equipment.

2.2.1.2 The University has established the Design and Preconstruction amount for Phase 1 will be a lump sum amount determined by the CM/Contractor.

2.2.2 Bid Packages

2.2.2.1 CM/Contractor, a company CM/Contractor has a financial interest in, or a parent company of CM/Contractor will be permitted to submit a bid to self-perform the work of a Bid Package if the Bid Package work primarily involves one or more of the following specific trade(s):

- 1) demolition;
- 2) concrete;
- 3) rough carpentry;
- 4) finish carpentry;
- 5) drywall;
- 6) contractor-installed equipment and accessories;
- **2.2.2.2** University will conduct bidding for any Bid Package when the CM/Contractor, a company CM/Contractor has a financial interest in, or a parent company of

CM/Contractor intends to submit a bid to self-perform the work of the Bid Package. University will consider request for additional self-performed work not listed in Section 2.2.2.1 above.

- **2.2.2.3** The CM/Contractor shall provide within the time frame after the issuance of 50% Construction Documents, written notification to University's Representative within **10 business** days from the date of the Notice to Proceed if CM/Contractor, a company CM/Contractor has a financial interest in, or a parent company of CM/Contractor intends to submit a bid to self-perform one or more of the categories of work described in Section 2.2.2.1 above.
- **2.2.2.4** The University anticipates authorizing the use of the design assist and design-build method of delivery as shown in Exhibit 4D-Design Assist/Design Build Responsibility Matrix to deliver the Work. A final list of Bid Packages authorized for design assist and design-build delivery method will be collaboratively determined within <u>90</u> days after commencement of Phase 1.

2.2.3 Construction Work - Phase 2

If the University exercises its Phase 2 Option, upon the Notice to Proceed – Phase 2 the CM/Contractor shall be responsible for the full construction of the Project as identified in the CM/Contractor Agreement. Separate Notice to Proceeds for each Work Phase will be issued. The GMP for Phase 2 will be confirmed and acknowledged.

2.3 LIQUIDATED DAMAGES

Liquidated damages will only apply on construction work. See Business Term Sheet and Section 9.8 of the Agreement for detailed requirements.

2.4 MANDATORY PRE-BID CONFERENCE

2.4.1 A mandatory pre-bid Zoom call conference will be conducted on **Wednesday April 30**, **2025** beginning promptly at <u>2:00PM</u> and ending at <u>3:00PM</u>. Only those bidders who participate in the pre-bid conference, will be allowed to bid on the project. Participants shall use zoom link <u>https://ucsf.zoom.us/meeting/register/VJoUs2WgTPqS0XpvIiDy_A</u>. For further information, contact the University's Project Manager, <u>Nicole Cusick</u> at <u>Nicole.Cusick@ucsf.edu</u>.

2.4.2 Not Used

2.5.1 CLARIFICATIONS

2.5.1 Requests for clarification or interpretation of the Bidding Documents must be submitted through BuildingConnected under the Message tab to University by Friday May 2nd, 2025 by 12:00 PM. Questions received after the above-noted deadline may be answered at the discretion of the University's Representative.

2.5.2 Revisions, additions, or deletions will be made by written addenda issued by University only.

2.6 NOT USED

2.7 BIDS

Bid Deadline:	<u>Thursday, May 15, 2025 at 2:00 PM</u>
Bids will not be accepted after:	<u>Thursday, May 15, 2025 at 2:00 PM</u>
Bids will be received in:	BuildingConnected electronic system as separate and distinct files of required documents
Announcement of which Bidders submitted a Bid	<u>Thursday, May 15, 2025 by 2:05 PM</u> in a Notice in BuildingConnected
Bids Opened	<u>Thursday, May 15, 2025 by 2:05 PM</u> via Zoom conference call (See Supplementary Instructions to Bidders).

2.8 BID SECURITY

Bid Security in the amount of 10% of the Target Cost (\$2,500,000.00) shall accompany each Bid. Bid Security shall be a Bid Bond in the form provided by University and included herein, or a certified check made payable to "The Regents of the University of California." If the Bid Security is a Bid Bond, the Surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).

2.9 The work described in the contract is a public work subject to section 1771 of the California Labor Code.

2.10 No contractor or subcontractor, regardless of tier, may be listed on a Bid for, or engage in the performance of, any portion of this project, unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

REGISTER AT THIS LINK: http://www.dir.ca.gov/Public-Works/PublicWorks.html

[The contractor registration link is on the right side.]

2.11 The successful Bidder shall pay all persons providing construction services and/or any labor on site, including any University location, no less than the UC Fair Wage (defined as \$15 per hour) and shall comply with all applicable federal, state and local working condition requirements.

2.12 The lowest responsible bidder will be selected on the basis of the lowest cost to the University.

2.13 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: Genera LICENSE CODE: B

General Contractor B

2.14 Target Cost: \$2,500,000.00

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA University of California, San Francisco APRIL 2025