

**Project Name: UNIVERSITY OF CALIFORNIA, MERCED
NORTH BOWL PARKING PHASE 2**

Project No.: 906550

ADDENDUM NO. 2
to the
CONTRACT DOCUMENTS
February 16, 2016

- I. Bidder acknowledges that it is the Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda. Bidder therefore agrees to be bound by all Addenda that have been issued for this bid.

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents. The following changes, additions, or deletions shall be made to the following documents as indicated and all other Contract Documents shall remain the same.

II. CLARIFICATIONS

A. PRE-BID QUESTIONS – Questions received from bidders and responses are as follows:

1. Q. Will the University consider allowing the CM/Contractor to bid Construction Work for Bid Packages for earthwork, base and paving? It would be acceptable to us (Granite) if the University in turn did not allow the CM/Contractor to bid on the Demolition, Rough Carpentry and Finish Carpentry.
 - A. After review, the scope of work for the CM/Contractor to bid will not be expanded to include earthwork, base and paving.

III. BIDDING/CONTRACT DOCUMENTS AND DIVISION 1 SPECIFICATIONS – VOLUME 0

1. Revise Announcement to Level 2 Prequalified Bidders, Section 2.2.1.2: Delete \$700,000
Revise to read \$70,000.
2. Revise Exhibit 2 Scope of Work, Article 3.5.2: Delete ~~Design-Build~~ Revise to read CM/Contractor.
3. Replace Bid Form – Replace Bid Form with the attachment to this Addendum.
4. Replace Exhibit 3 – Key Personnel Schedule attached to this Addendum.
5. Exhibit 20 is included twice in the bid documents. Exhibit 19 is missing and shall be inserted after Exhibit 18.
6. Site Utility Plan is attached to this Addendum.
7. Proposed Construction Phasing Plan is attached to this Addendum.

ADDENDUM NO. 1

VI. ATTACHMENTS

- | | |
|---|---------------------------------------|
| 1. Announcement to Level 2 Prequalified Bidders | 2. Exhibit 2 – Scope of Work |
| 3. Bid Form | 4. Exhibit 3 – Key Personnel Schedule |
| 5. Exhibit 19 – Notice of Intent | |

V. DRAWINGS

- | | |
|----------------------|-----------------|
| 1. Site Utility Plan | 2. Phasing Plan |
|----------------------|-----------------|

UNIVERSITY OF CALIFORNIA, MERCED

By: University of California, Merced
University's Representative

Fran Telechea
Interim Director of Construction

ADDENDUM 2**ANNOUNCEMENT TO LEVEL 2 PREQUALIFIED BIDDERS**

1.0 INTRODUCTION

- A. The University of California, Merced 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 Tuesday, February 9, 2016 at the University's ShareFile site for electronic download: hardcopy bidding documents will not be provided by the University. Bid Results will be available on our website at <http://www.ucmerced.edu/community/rfprfg.asp> or by calling (209) 228-4479. A Planholder's List will be made available on our website at <http://www.ucmerced.edu/community/rfprfg.asp> and on the University's ShareFile site.

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

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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:

- a. Development of construction schedule.
- b. Cost Estimates
- c. Constructability Reviews

March 31, 2004

Announcement to Level 2
Prequalified Bidders

CM/Contractor:ALTPB

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- d. Value Engineering
- e. Development of Bid Packages.
- f. Bid Package bidding

2.2.1.2 University has established the fee for Phase 1 as Seventy Thousand Dollars (~~\$700,000~~)- **\$70,000.00 Addendum 2**

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.

Bids will only be received at:

(Hand & Overnight delivery only)

**Design and Construction
767 E Yosemite Ave., Bldg. B, Ste C
Merced CA 95340**

Or by US Mail at:

**UNIVERSITY OF CALIFORNIA, MERCED
Design and Construction
5200 Lake Rd.
Merced CA 95343**

Bids must be received before:

**2:00:00 P.M.
March 1, 2016**

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: A or B

ADDENDUM 2**EXHIBIT 2****SCOPE OF WORK****GENERAL INFORMATION**

The Work shall include all services, labor, material, tools, equipment, excavation, shoring, testing, inspection, commissioning and all necessary General Conditions Work, that is required by or may be reasonably inferred from the Contract Documents to provide Pre-Construction Services and Construction Work for:

There are four distinct elements of the project:

1. Mineral King Road will be extended from the existing eastern terminus of the Corp Yard to approximately the limit of the 2020 boundary. The proposed roadway is 24 feet wide approximately 670 linear feet in length which consist of heavy duty asphalt that will terminate with a 45 foot radius cul-de sac. The south side of the roadway will include a 6-inch asphalt concrete dike and the extension of the 10 foot concrete walkway approximately 600 feet terminating at the new shuttle stop. The new shuttle stop turnout is 15 feet wide approximately 90 feet in length. The north side of the roadway will require minimal improvements, minor grading to tie into the existing Corp yard improvements. Catch basins will be installed along with approximately 350 feet of 12-inch plastic pipe to collect the drainage from the proposed Mineral King extension. Lighting will also be installed along the entire length of the roadway spaced approximately 100 feet apart.
2. A new 12-inch water main loop extension approximately 1700 linear feet within the new parking that will be connected to the first phase of the parking lot. The loop will also include 3 fire hydrants.
3. A new paved parking lot extension approximately 2.6 acres of light duty asphalt for 350 stalls. The parking lot will be striped with no concrete curbs or asphalt dike. The eastern edge treatment of redwood header for the future parking lot extension. Lighting for the parking lot will also be installed. The parking lot will be sloped to the south and the drainage will sheet flow across the parking lot into a 5 foot wide cobble swale that will discharge into the existing slope bank. The grading for the parking lot will be a balanced condition.
4. A new gravel parking lot extension approximately 1.7 acres for 460 stalls. An additional 1.6 acres will be rough graded for overflow/staging parking.

The North Bowl Parking Lot Phase 2 project will provide approximately 810 new parking places on a single parcel of land in the new Campus North Neighborhood, which currently is a semi-undeveloped area east of the existing Facilities Services and the campus Central Plant located in the North Campus neighborhood.

In addition to the list above the improvements will generally include grading; lot surfacing or paving; parking stall marking; site drainage; lighting; mass notification ; parking permit vending; and signage. The parking lots will use a combination of semi-permeable paving surfaces like gravel, which are more sustainable than asphalt paving, and asphalt paving. Facilities Management - Transportation and Parking Services (TAPS) would provide overall parking management and maintenance.

May 19, 2003

CM/Contractor:EX-SofW

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The project currently does not plan to construct the landscaping, however the design will allow for future incorporation of as many shade trees for the lots as are practicable within to reduce heat island effect, as well as to create suitable site edge treatments and sidewalks where needed. Bike racks and additional shuttle stops will also be considered in the design.

The design of the project will be consistent with campus design standards and compatible with the existing surface parking lots on campus. This project will comply with the University of California Policy on Sustainable Practices (2007). As required by UC policy, the project would adopt the principles of energy efficiency and sustainability to the fullest extent possible, consistent with budgetary constraints and regulatory and programmatic requirements.

ARTICLE 1**GENERAL PROVISIONS**

1.1.1 Staffing: The CM/Contractor shall provide a full-time Project Manager for the Work with the authority to commit resources of the firm to monitor, manage and administer all phases of the Project activities and to help achieve the completion of all construction. CM/Contractor shall provide all necessary qualified personnel to perform CM/Contractor services under this Contract. If the CM/Contractor's personnel fail to perform to the University's satisfaction, the University may, upon 15 days written notice, require the CM/Contractor to remove such person(s) from the project and replace them with personnel acceptable to the University.

1.1.2 All General Requirements, Division 1 shall be provided by CM/Contractor as part of its CM/Contractor Option Sum, except General Requirements listed in 1.1.2.1. CM/Contractor shall also include as part of its CM/Contractor Option Sum any portion of the General Requirements listed in 1.1.2.1 otherwise specified by either this Exhibit or the CM/Contractor Provided General Conditions to Subcontractors Exhibit.

1.1.2.1 All General Requirements, Division 1, except those General Requirements listed below, shall be provided by CM/Contractor as part of its CM/Contractor Option Sum:

- a. 01 73 29 Cutting, Patching and Matching
- b. 01 73 35 Selective Demolition
- c. 01 77 00 Closeout Procedures, Final Cleaning, and Extra Materials as it pertains to Final Cleaning

1.1.3 The provisions of 1.1.2.1 shall not limit the responsibility of the CM/Contractor to provide the services required to coordinate and manage all General Requirements, Division 1 and the Work, including but not limited to the requirements in Paragraphs 3.15, 3.16 and 3.17. The CM/Contractor shall include in its Option Sum all costs for such services.

1.1.4 Any Work required herein, including but not limited to Work in the CM/Contractor Provided General Conditions to Subcontractors Exhibit 20, shall not be included in a Bid Package.

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ARTICLE 2

PHASE 1 – PRE-CONSTRUCTION SERVICES PHASE

2.1 UPON UNIVERSITY’S WRITTEN NOTICE TO PROCEED, CM/Contractor shall commence the services listed in this Article. Phase 1 services may continue into Phase 2 dependent on when the University exercises the Option for Phase 2.

2.2. CM/CONTRACTOR PRE-CONSTRUCTION SERVICES

2.2.1 CM/Contractor shall provide other services that are reasonable and necessary to assist the University in the maintenance of the Project budget and schedule.

2.2.2 CM/Contractor, its officers, agents, employees, Subcontractors, consultants and any persons or entities for whom CM/Contractor is responsible, shall provide all services pursuant to the Contract Documents in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of this Project.

2.2.3 The Pre-construction services shall be provided for a minimum of 2 separate Bid Releases. Bid Release No. 1 is tentatively programmed to include the following scopes of work: soil stabilization, site work, clearing, excavation, grading and underground utilities. Bid Release No. 2 would be the balance of the scopes required to complete the Work. The University, at their discretion, may opt to change the scopes of work within these Bid Releases, or elect to proceed with bidding of all scopes in a single Bid Release. These Bid Releases as identified are not inclusive of the pre-construction services and bidding required for any scope(s) that are pursued under Design Assist procurement.

2.2.4 CM/Contractor shall provide, at a minimum, pre-construction staffing levels per the matrix below. The following minimal personnel will be provided by the CM/Contractor to manage, implement and supervise the Work during Phase 1 – Pre-Construction Services of the Project. If the CM/Contractor needs to provide more than the minimum requirements to complete the Work, the University will not be required to compensate the CM/Contractor for any additional personnel requirements.2.3

Quantity	Title/Function	% Time Pre-Construction
1	Preconstruction Manager	75%
1	Project Estimator	50%
1	Project Manager	20%
1	Superintendent	45%

2.2.5 After bidding is completed, the University will issue a Phase 1 Memorandum of Understanding (Phase 1 MOU) which will record all decisions made during Preconstruction Coordination Meetings, and include all final Preconstruction Deliverables as exhibits. This Phase 1 MOU will serve as record of preconstruction decisions and services to be used as reference throughout Phase 2 – Construction as necessary. CM/Contractor may elect to respond to Phase 1 MOU with additional clarifications or questions until its record is satisfactory to both parties. Prior to issuing Notice to Proceed for Phase 2 – Construction, CM/Contractor will be required to sign an acknowledgement of the Phase 1 MOU.

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2.3 PROJECT CONTROL/ESTIMATING

2.3.1 Within fifteen (15) days of the Notice to proceed for Phase 1, the CM/Contractor shall develop and implement integrated management control systems, utilizing both manual and automated procedures (using the University's format and systems as directed) to support such functions as planning, organizing, scheduling, budgeting, reporting progress and expenditures, and identifying and documenting problems and solutions. CM/Contractor shall not implement management control system until the integrated management control system has been reviewed and accepted in writing by the University Representative.

2.3.2 Upon University Design Professional's 25% Schematic Design cost estimate, the CM/Contractor shall prepare a peer review cost estimate. If 25% Schematic Design cost estimate has been prepared prior to CM/Contractor being under contract, then the CM/Contractor shall prepare and submit the peer review cost estimate within fifteen (15) days of Notice to Proceed. CM/Contractor shall meet with the Design Professional to reconcile discrepancies between its estimate and Design Professional's estimate. The estimate shall be based on detailed quantity takeoffs of the design Drawings and Specifications. The CM/Contractor shall obtain University's Representative's written approval of estimate format and structure prior to proceeding with estimate. CM/Contractor shall be the lead role in all estimate reconciliations, with the final reconciled budget issued by the CM/Contractor. The University's intent with CM/Contractor leading the reconciliation effort is to ensure CM/Contractor maintains ownership of construction budget. Upon the following Design Phase Submittals, the CM/Contractor shall prepare and submit for University approval, an independent written Project Construction Cost Estimate followed with reconciled estimates:

Design Phase	Percent Milestone
Schematic Design	100%
Design Development	50%, 100%
Construction Documents	50%, 90%, 100%

2.3.3 CM/Contractor shall prepare a Project Procedures Manual in conjunction with the University and is approved by the University's Representative for all major project activities including, but not limited to: roles and responsibilities; project directories; communication protocols; project tracking forms; general administration processes and monthly reports; budget reporting and control; management of the schedule; design review; value analysis; bidding process; claims avoidance; project documentation and control; and other relevant information. The final draft of the Project Procedures Manual shall be submitted to the University prior to the authorization to proceed with Option Sum Phase 2.

2.3.4 The CM/Contractor shall prepare a comprehensive critical path schedule, Preliminary Contract Schedule, showing all project related construction activities; including sequencing and durations for work tasks of the Subcontractors. The Preliminary Contract Schedule shall be able to be filtered per each Subcontractor to illustrate their planned basic construction sequence and interface with other Subcontractors. The Preliminary Contract Schedule shall identify the proposed Bid Packages the CM/Contractor recommends as appropriate to complete the Work per the Contract Documents and Contract Time. In the preparation of the Preliminary Contract Schedule, the CM/Contractor shall investigate the procurement lead-time required for delivery of time-critical items and incorporate these into the Preliminary Contract Schedule. CM/Contractor shall submit the Preliminary Contract Schedule at 50% Construction Documents Phase, with an updated schedule at 90% Construction Documents Phase.

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2.3.5 CM/Contractor shall prepare a detailed work plan identifying all CM/Contractor tasks and Subcontractor tasks required for the completion of the construction Work as provided in this Contract

2.3.6 Within fifteen (15) days of Notice to Proceed for Phase 1, CM/Contractor shall prepare a detailed Preconstruction Phase Schedule, including tasks for each design milestone and anticipated bidding schedule in conjunction with the University and Design Team. CM/Contractor shall submit to the University the Preconstruction Phase Schedule within thirty (30) days of Notice to Proceed for Phase 1. Preconstruction Phase Schedule shall be updated as necessary, with a final Preconstruction Phase Schedule submitted at the start of bid phase. Final Preconstruction Phase Schedule will be included as a Preconstruction Deliverable Exhibit to the Phase 1 MOU.

2.3.7 Within fifteen (15) days of the Notice to Proceed for Phase 1, CM/Contractors shall submit to the University the proposed scheduling system it plans to use for its scheduling effort on the Project. The scheduling software shall be Primavera 6 or equal. Approval for any proposed equal shall be in writing from the University.

2.3.8 CM/Contractor is to perform an initial thorough Value Engineering Analysis aimed at reducing the cost of the work, while maintaining the design intent, design integrity, and functionality. As a minimum, the Value Engineering Analysis will include the detailed review of current drawings, specifications, addenda, proposals for cost saving alternatives, first cost and life cycle analysis, and schedule implications created by Value Engineering Analysis options. The Value Engineering shall be done for each of the Bid Packages. CM/Contractor to provide a list of Value Engineering changes for the Project. At a minimum, this list shall include the following references: location; drawing number and detail number or specification section; trades involved; approximate cost savings; details for proposed changes; and schedule impact. Value Engineering Analysis is to be submitted at each design milestone up through 50% Construction Documents. CM/Contractor is to provide confirmation that all accepted value engineering comments/items were incorporated in 100% Construction Documents, and any subsequent backcheck sets.

2.3.8.1 The CM/Contractor's Pre-Construction Manager, Project Manager, Project Estimator, and Superintendent (if requested) shall be present in Value Engineering Analysis meeting with the University's Representative and the Design Professionals. These meetings will be required until the Value Engineering Analysis options have been finalized and fully incorporated into the Project Documents. CM/Contractor is responsible for maintaining and managing all Value Engineering comments raised during these meetings, regardless of who originated the comment (University, Design Team, etc). Final Value Engineering Analysis submission, with backcheck confirmation, will be included as a Preconstruction Deliverable Exhibit to the Phase 1 MOU.

2.4 CM/CONTRACTOR DESIGN COORDINATION SERVICES

CM/Contractor shall review all provided as-built references in the Project documents and confirm that all references are consistent with actual conditions in the field. CM/Contractor is coordinate with the University for access. CM/Contractor to provide a report of conflicts, noting actual conditions in the field. As-Built Conditions Report shall include, at a minimum, photos of actual field conditions, mark-up of Project documents where applicable, and method of tracking each condition to resolution. As-Built Conditions Report shall be submitted during the 100% Design Development constructability review. CM/Contractor's Project Manager and Superintendent (if requested) shall be present in As-Built Conditions Review meetings with the University's Representative and the Design Professionals. These meetings will be required until the as-built conflicts have been finalized and fully incorporated into the Project Documents. CM/Contractor shall track each condition/conflict through to resolution prior to issuance of Bidding Documents.

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The University will not be responsible for any cost and/or schedule impacts resulting from any item(s) not resolved prior to the authorization of Option Sum Phase 2. Final As-Built Conditions Report will be included as a Preconstruction Deliverable Exhibit to the Phase 1 MOU.

2.4.2 At the end of 100% Design Development phase of design, CM/Contractor shall provide a list of recommended alternates, allowances and unit prices for each Bid Package. CM/Contractor shall assist in evaluating proposed add and deduct alternates proposed by the University and Design Professional in order to assist in recommending the most economical and efficient bid results based on the specific alternates. List of recommended allowances will be reviewed and ultimately approved by the University prior to inclusion in Bid Packages. Final List of Allowances will be included as a Preconstruction Deliverable Exhibit to the Phase 1 MOU.

2.4.3 Prior to bidding and based on projected bid market conditions, CM/Contractor shall recommend in writing to the University's Representative the percentage of bid contingency to carry for each Bid Package in the University's budget. CM/Contractor to submit Bid Contingency Matrix to the University by the 50% Construction Documents design phase independent cost estimate. If Bid Contingency Matrix warrants any revisions due to unforeseen market changes, CM/Contractor is to provide an updated Matrix prior to the issuance of Bidding Documents. Final Bid Contingency Matrix will be included as a Preconstruction Deliverable Exhibit to the Phase 1 MOU.

2.4.4 CM/Contractor shall schedule and conduct plan check reviews on the Construction Documents. Plan check comments are to be tracked in the Comment Log described in 2.4.7. Plan check is defined as coordination between plan sheets and specifications, review of document completeness, identification of vague or misreferenced drawings and/or specifications, and any other comment that addresses overall cohesiveness of the documents. At the same time the CM/Contractor performs cost estimates as called for by this exhibit, it shall conduct thorough plan check reviews. Its plan check reviews shall determine and identify items that the CM/Contractor feels in its professional opinion could lead to a higher cost of bids for the Bid Packages; and/or change orders resulting from ambiguities, coordination of Design Work for various trades, errors, and/or omissions in the Contract Documents prepared during the Design Work by the Design Professionals.

2.4.5 At the same time the CM/Contractor performs cost estimates as called for by this exhibit, it shall conduct thorough plan check reviews. Its plan check reviews shall determine and identify items that the CM/Contractor feels in its professional opinion could lead to a higher cost of bids for the Bid Packages; and/or change orders resulting from ambiguities, coordination of Design Work for various trades, errors, and/or omissions in the Contract Documents prepared during the Design Work by the Design Professionals. The CM/Contractor shall present its plan check reviews in both a written report to the University's Representative; and meet with both the University's Representative and the Design Professional(s) to present and explain its findings.

2.4.6 CM/Contractor shall schedule and conduct constructability reviews on the Construction Documents and provide input during the design phase. Constructability review comments are to be tracked in the Comment Log described in 2.4.7 below. Constructability review is defined as a thorough investigation and confirmation that prescribed method of construction or building system is the best value for the building, including but not limited to review of details for adequate specificity, confirmation that specified products are available within schedule constraints, and coordination between major trades.

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2.4.7 The CM/Contractor shall present its plan check reviews in both a written report, "Comment Log", to the University's Representative; and meet with both the University's Representative and the Design Professional(s) to present and explain its findings. CM/Contractor shall be responsible for ensuring that all comments/concerns raised during its plan check review and the University's plan check review are logged and tracked until resolution of those comments/concerns prior to issuance of Bidding Documents. Comment Log shall maintained by the CM/Contractor throughout all design phases, recording at a minimum: the issue type (plan check or constructability), issue, issue location (drawing number/detail and/or specification section/subparagraph), the issue author, the resolution, resolution location (drawing number/detail and/or specification section/subparagraph), resolution author, and backcheck confirmation. At 100% CD, CM/Contractor is to provide a cost reconciliation of the Comment Log with the documents. If any comments remain unresolved, the CM/Contractor shall determine a cost exposure for each such unresolved comment. This 100% CD Comment Log Reconciliation shall be submitted and approved by the University prior to bidding. Final Comment Log with Reconciliation will be included as a Preconstruction Deliverable Exhibit to the Phase 1 MOU.

2.4.7.1 CM/Contractor to submit proposed Comment Log format to University for approval within fifteen (15) days of Notice to Proceed for Phase 1. University will not be responsible for any cost and/or schedule impact resulting from any item(s) not resolved prior to the authorization of Option Sum Phase

2.4.8 CM/Contractor is to prepare and develop a site logistics plan in coordination with the University's Representative. The Site Logistics Plan will be fully incorporated into the Project Documents for bidding. CM/Contractor is to submit a draft Site Logistics Plan by 50% Construction Documents design phase, with the final draft submitted by 100% Construction Documents design phase.

2.4.9 CM/Contractor to prepare Preliminary Commissioning Schedule for the Project and submit to the University for review and approval by 100% Construction Documents design phase.

2.4.10 CM/Contractor shall attend weekly meetings with the University and Design Professional (as required) throughout Phase 1 – Pre-Construction in order to coordinate all reviews, tasks and deliverables required throughout this Exhibit. CM/Contractor's Pre-Construction Manager, Project Manager (if requested), Superintendent (if requested) and Project Estimator (if requested) shall be in attendance for each meeting. It is the University's intention to also have the Design Professional attend every other week in order to facilitate coordination and resolution of issues. University will take and distribute meeting minutes for all such coordination meetings.

2. 2.5 CM/CONTRACTOR BID PHASE SERVICES

2.5.1 Unless otherwise provided in General Conditions, CM/Contractor shall perform the services hereunder.

2.5.2 The CM/Contractor shall be responsible, with the assistance of the Design Professional and the University's Representative, for sequencing, assembly, scope definition and preparation of Bid Packages and all cover information for individual packages to assure that all items as indicated in Contract Documents, including coordination of details and Subcontractor required General Conditions Work are included with bid documents. The CM/Contractor shall not create or permit duplication of work between Bid Packages and/or General Conditions through scope descriptions, or by any other means. The CM/Contractor shall analyze the Bid Packages, identify elements of uncertainty or risk prior to the bidding, verify government permits and approvals, endeavor to eliminate conflicts, duplications and omissions and mitigate the University's exposure to bidding error through instructions to bidders.

2.5.2.1 CM/Contractor, with the assistance of the Design Professional and the University's Representative, review Project documents and advise on which, if any, trade package(s) would benefit from utilizing the Design Assist contract delivery method. CM/Contractor is to propose Design Assist trade packages to the University by 100% Design Development design phase,

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including a proposed timeline of when would be the most beneficial to have the Design Assist trade(s) under contract. If Design Assist for select trades is approved, CM/Contractor shall be responsible for preparing all Design Assist prequalification material and bidding documents exclusive of drawings and technical specifications in coordination with the University. If CM/Contractor wishes to utilize Best Value method of selecting the Design Assist trade(s), notification must be made to the University prior to preparing the bidding documents. All bidding documents, including Best Value Evaluation Material, are to be approved by the University prior to publication.

2.5.3 The CM/Contractor shall submit pro forma Bidding Documents to University for review and approval. This submittal shall include the CM/Contractor's proposed Instructions to Bidders, Bid Form, and all other proposed Bidding Documents except Drawings and Specifications Divisions 2 and above. CM/Contractor is to utilize University's Bid Form per Exhibit 45. Pro Forma Bidding Documents shall be submitted to the University for review and approval by 100% Construction Documents design phase.

2.5.4 The CM/Contractor shall assemble Bid Packages in a complete, coordinated and most cost-effective manner for the University. CM/Contractor shall obtain all necessary design documents from the Design Professional and with the assistance of the University's Representative, arrange for printing, binding, wrapping and delivery to the bidders, and shall maintain a list of bidders receiving the Bid Documents. The University shall be responsible for all postage, delivery and printing costs; such cost shall be included in the Contract Sum by Change Order if print services are obtained through CM/Contractor. University will be responsible for above identified printing costs for up to one hardcopy set per prequalified bidder, as well as one hardcopy for CM/Contractor.

2.5.5 The CM/Contractor shall review, recommend, develop and estimate allowances, alternates, unit prices and other requirements for inclusion in the Bid Packages. If the CM/Contractor elects to require Subcontractor performance or payment bonds, it may include such item as an alternate that shall not be used as the basis of award. The cost of Subcontractor payment or performance bond, or insurance purchased in lieu there of, if any, will not be included by University in Contract Amendment(s) for Bid Package(s).

2.5.6 The CM/Contractor shall develop lists of possible bidders to solicit bids for the Bid Package(s), provide pre-bid Subcontractor prequalification criteria, and conduct prequalification of Subcontractors when directed by the University's Representative. The CM/Contractor shall conduct an outreach effort to attract broad interest among qualified bidders. The CM/Contractor shall contact potential bidders to develop a sufficient pool of bidders. The CM/Contractor shall secure the commitment to bid from a minimum of 3 bidders for each Bid Package. CM/Contractor shall bid the Bid Packages as required by the General Conditions, after University's Representative reviews Bid Package and issues Letter of Bid Package Review. Such review will confirm that CM/Contractor has complied with the provisions of this section. CM/Contractor shall make any changes to Bid Packages as directed by University in its sole discretion.

2.5.6.1 Prequalification materials, and the proposed method of evaluating the prequalification materials, are to be submitted to the University by 50% Construction Documents design phase for review and approval prior to issuance. For reference, University's standard subcontractor prequalification is provided under Exhibit 46. CM/Contractor is not required to use University's subcontractor prequalification, however, the sample is indicative of the sort of criteria the University anticipates the CM/Contractor including in their prequalification material. In addition to utilizing CM/Contractor's network of contacts with contractors/subcontractors, CM/Contractor shall also post prequalification materials at the following locations: University's website www.ucmerced.edu/rfprfq; University's ShareFile for all California's Builders Exchanges; and anywhere else the University deems appropriate.

ADDENDUM 2

2.5.6.2 CM/Contractor is to maintain a Prequalification Outreach Log recording at a minimum: subcontractor firm; contact person; phone; email; response and any follow up. The Prequalification Outreach Log will also track whether or not each subcontractor submitted a prequalification, and if they were prequalified.

2.5.6.3 Prior to posting the results of the Prequalification phase, CM/Contractor is to provide a summary of the results to the University for review and approval. If it appears the pool of prequalified bidders is not sufficient to meet the minimum of three (3) bidders, the CM/Contractor is responsible for revising the prequalification to the University's satisfaction and re-post until the pool of prequalified bidders is acceptable.

2.5.7 The CM/Contractor shall, as directed by the University's Representative, respond to bid questions during the bid period and at pre-bid conferences, pre-construction conferences and walk-throughs. All bid questions are to be logged and tracked to resolution by CM/Contractor. University shall not be held responsible for any impacts due to unresolved bid questions.

2.5.7.1 The CM/Contractor shall, as directed by the University's Representative, compile and distribute Addenda to the bidding documents. Addenda format is to be per Exhibit 47. University shall review and approve final Addenda package (coversheet, attachments, document updates, etc) prior to publication. CM/Contractor will be required to coordination with Design Professional for any specification/drawing updates required for Addenda.

2.5.8 The CM/Contractor shall evaluate the bids received in detail for technical deficiencies. The CM/Contractor shall analyze the bid results for potential error, review the apparent low bids for responsiveness and compliance with this Contract, and shall recommend award or other action. The CM/Contractor shall determine if potential bidder(s) are not responsive or if bid(s) are non-responsive; CM/Contractor shall provide a debriefing of its decision regarding bidder(s)/bid(s) and provide Bid Package Certification to the University. The CM/Contractor shall notify all bidders of the bid results at the same time CM/Contractor submits Bid Package Certification to University. The CM/Contractor shall review the bid results for such bidding climate issues as bid responsiveness, adequacy in the number of bidders and the spreading or grouping of bid results. CM/Contractor shall make recommendations as to which add or delete alternatives to award.

2.5.9 The CM/Contractor shall record bids received. The CM/Contractor shall prepare spreadsheet analyses comparing the lowest responsible bids with the cost estimate for that Bid Package. CM/Contractor shall submit the spreadsheet analyses and copies of the lowest responsible bids to the University at the time Bid Certification is submitted.

ARTICLE 3**PHASE 2 – CONSTRUCTION PHASE****3.1 GENERAL**

3.1.1 The CM/Contractor shall provide all materials, labor, and services required by the Contract Documents to construct the Work for the Contract Sum and within the Contract Time during Phase 2, also described as the Construction Phase. The Contract Sum will be adjusted by Contract Amendment after each Bid Package in Phase 2 has been bid and certified by the CM/Contractor and approved by the University.

3.2 GENERAL CONDITIONS WORK

3.2.1 The CM/Contractor shall provide all items identified in this section and in the CM/Contractor Provided General Conditions to Subcontractors Exhibit in its Option Sum - Phase 2; in addition CM/Contractor shall provide, and include in its Option Sum - Phase 2 all other items required by the Contract Documents and any other General Conditions Work items not included in the CM/Contractor's Base Fee or this section, required to complete the Work.

3.3 ENVIRONMENTAL IMPACT REPORT (EIR)

ADDENDUM 2

3.3.1 The following mitigation measures from the EIR are part of the General Conditions Work required of the CM/Contractor

Reference Exhibit 38 for Erosion Control/SWPPP and BMP's, as well as Street Sweeping requirements.

3.3.2 The following items related to the EIR are not part of the General Conditions Work:

Not Applicable

3.4 PERSONNEL

3.4.1. FIELD STAFF

3.4.2. The following Field Personnel shall be provided as a minimum on a full time basis for the Construction Phase duration; unless otherwise noted any additional Field Personnel that the CM/Contractor determines that is necessary to manage, implement, and supervise the Work shall be included in its Option Sum – Phase 2:

Quantity	Title/Function	% Time Personnel Phase 2 Construction
	Project Executive	5%
1	Project Manager	75%
1	Superintendent	100%
1	Assistant Superintendent	100%
1	Project Engineer	100%
1	Safety Coordinator	5%

3.5 OFFICE STAFF

3.5.1 Provide all necessary effort and staff to supplement the Field Personnel listed above. See the General Conditions for Work to be covered as part of CM/Contractor's Base Fee.

3.5.2 This personnel shall be committed to and continuously retained throughout the project. Substitution or replacement of any named individual can be made only if the personnel is no longer employed by CM/Contractor or is on a medical/disability leave, and requires the written approval of the University and the approval will be at the sole discretion of University. Failure to provide the listed individuals at all times while Work is in progress may be considered a material breach of this Contract, entitling University to terminate the Contract. Alternately, University may issue a Stop Work order until the individual or an acceptable replacement is provided. If, by virtue of issuance of said Stop Work order, ~~Design-Builder~~ **CM/Contractor** fails to complete the Contract on time, Prequalified Proposer will be assessed Liquidated Damages in accordance with the Agreement. Acceptance of a replacement individual may be conditioned upon replacement individual's attendance at University training sessions at a cost to CM/Contractor not to exceed \$25,000 as determined by University and payable to the University.

3.6 JOB SITE OFFICE(S)

3.6.1 In addition to those requirements set forth in the Contract, CM/Contractor shall include in its Option Sum – Phase 2 all Field Office expenses, including but not limited to postal costs, office supplies, maintenance of office equipment, office furniture, telephone service and utility service for CM/Contractor facilities, plan reproduction, and office drinking water. In addition the CM/Contractor shall provide as a minimum the following equipment and/or facilities (all additional equipment and/or facilities that the CM/Contractor determines necessary to manage, implement, and supervise the Work shall be included in the its Option Sum – Phase 2). All cost for installing and removing such equipment and/or facilities shall be included in CM/Contractors Option Sum – Phase 2.

ADDENDUM 2

Quantity	Equipment/Facility	% Time of Phase 2 Construction
1	Jobsite Trailer	100%
1	Copy Machine/Fax/Intranet	100%
1	Plan Table	100%
1	Desk and chairs for Staff Personnel	100%
1	Conference Table with chairs	100%
1	Telephone Lines with Voicemail/Email	100%
1	Cellular/Mobile Phones for Field Personnel	100%

3.7 TEMPORARY CONSTRUCTION

3.7.1 Provide all Temporary Construction items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit throughout the Project as the Work requires, for the benefit of the Project and the CM/Contractor's Subcontractors. CM/Contractor Provided General Conditions to Subcontractors shall be included with all Bid Packages to Subcontractors so that all bidding Subcontractors understand what General Conditions Work items are being provided by the CM/Contractor for the benefit of the Project and its Subcontractors.

3.7.2 Project Sign - OFCI. Maintenance of Project Sign by CM/Contractor

3.8 SAFETY

3.8.1 The CM/Contractor shall be responsible for job site safety and shall follow all applicable laws, Specifications, and furnish all items specified in CM/Contractor Provided General Conditions to Subcontractors Exhibit for the duration of the Work for the benefit of the Project and the CM/Contractor's Subcontractors.

3.8.2 Safety signage throughout Project.

3.8.3 Personal protective gear for CM/Contractor's personnel and job site visitors.

3.9 TEMPORARY PROTECTION

3.9.1 Provide all Temporary Protection items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit, throughout the Project as the Work requires, for the benefit of the Project and the CM/Contractor's Subcontractors.

3.10 TEMPORARY UTILITIES

3.10.1 Provide all Temporary Utilities items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit, throughout the Project as the Work requires, for the benefit of the Project and the CM/Contractor's Subcontractors. Temporary Utilities shall include all labor and materials for hook-up and disconnection, relocation as the Work requires, and utility usage-

3.11 CONSTRUCTION EQUIPMENT

3.11.1 Provide all Construction Equipment items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit, throughout the Project as the Work requires, for the benefit of the Project and the CM/Contractor's Subcontractors. Construction Equipment shall include all

ADDENDUM 2

labor and materials for mobilizing and demobilizing, maintaining, storing, rental, usage, operating cost.

3.12 MATERIAL HANDLING & HOISTING

3.12.1 Provide all Material Handling & Hoisting items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit, throughout the Project as the Work requires, for the benefit of the Project and the CM/Contractor's Subcontractors. Material Handling & Hoisting shall include all labor and materials for mobilizing and demobilizing, maintaining, storing, rental, usage, operating cost.

3.13 CLEAN UP

3.13.1 CM/Contractor to be responsible for all clean up. CM/Contractor may transfer some of the continuous clean up responsibilities to its Subcontractors, but the University shall still hold CM/Contractor responsible for continuous clean up in the event it feels the Project is not being maintained in a clean manner or meeting the requirements of the Specifications. All other clean up and items listed in CM/Contractor Provided General Conditions to Subcontractors Exhibit such as but not limited to: final clean up, trash and debris disposal, glass cleaning, trash chutes, street cleaning shall be the direct responsibility of the CM/Contractor and not transferred to its Subcontractors.

3.14 SMALL TOOLS

3.14.1 Provide all small tools to required for the portion of Construction Work to be performed by the CM/Contractor and reasonable for CM/Contractor to support the Construction Work associated with the Bid Packages. Small Tools shall be defined as small tools, small equipment, and accessories required in connection with the Work, including, but not limited to, hammers, ladders, ropes, adzes, blocks, brooms, wire brushes, goggles, gloves, raincoats, boots, capes, tarpaulins, bits, chisels, pliers, bolt cutters, picks, hoes, scrapers, shovels, sledges, bars, wheelbarrows, dollies, wrenches, hoses (other than air hoses rented with compressors) and all similar tools. CM/Contractor at all times shall furnish an adequate quantity of all such tools, appliances and equipment required for the Work. Such tools, appliances and equipment shall remain the property of the CM/Contractor following completion of the Work.

3.15 OTHER

3.15.1 The CM/Contractor shall include in its Option Sum - Phase 2 all other costs for labor and materials for items required by the Contract Documents and reasonably expected for the scope of this Project for implementing, supervising, and managing the Work which is not included in CM/Contractor's Base Fee; including, but not limited to warranty, punch list, field personnel, supervision and management of the Work, meetings, inspections, observing the Work, coordinating the Work, scheduling and planning the Work, shop drawing and submittal review/coordination, safety, clean up and other items as described in the applicable Specifications Division 1.

3.16 COORDINATION/MANAGEMENT OF SUBCONTRACTORS AND CONSTRUCTION WORK

3.16.1 The CM/Contractor's control of the Work shall include the immediate direction of the specific means and methods of Subcontractors' activities or forces, or their scheduling of individual work tasks; including that required to create, update or revise the Contract Schedule per the Contract Documents and to assure the project is completed within the Contract Time.

3.16.2 The CM/Contractor's responsibility shall include timely coordination of the Contract Schedule between Subcontractors to resolve and expedite resolutions of any work that may be disputed between Subcontractors.

ADDENDUM 2

3.16.3 The CM/Contractor shall determine the adequacy of Subcontractors' personnel, equipment, safety programs and availability of materials and supplies. If these items are determined inadequate, the CM/Contractor shall develop a plan of recovery with the Subcontractor(s) and shall enforce the applicable provisions of the Contract Documents within its authority given by this Contract.

3.16.4 The CM/Contractor shall conduct and record regular Mechanical/Electrical/Plumbing coordination meetings to review Coordination Drawings and other coordination issues with all related Subcontractors.

3.16.5 CM/Contractor shall conduct regular walk-throughs of the project with University management and project personnel, including at least 2 formal reviews by University Facilities Maintenance staff at appropriate comment periods.

3.16.6 CM/Contractor shall coordinate the delivery, storage and inventory of University-supplied materials and equipment to the Subcontractor.

3.16.7 The CM/Contractor shall continuously require and follow up with Subcontractors about their job site maintenance and their conformance in providing a safe work place. CM/Contractor shall enforce all safety-related requirements in the Contract Documents. CM/Contractor shall assure that at all times, access to the site in case of fire or other campus emergency shall be maintained. The CM/Contractor shall monitor security of site for safety and impacts on neighboring facilities adjacent to the site and take immediate action, if required, when non-compliant conditions are discovered.

3.16.8 CM/Contractor shall develop and monitor an overall Safety Program for the Project. The program shall be in compliance with applicable Federal, State and University regulations, Campus Standards and the Contract Documents. The CM/Contractor shall review, monitor and coordinate the implementation of individual Subcontractors' Safety Programs. The CM/Contractor shall confirm that Subcontractors' Safety Programs include, but are not limited to, weekly formal safety tours, weekly Safety Toolbox Meetings (with documented minutes), and daily check of safety of the Project. The CM/Contractor's Project Superintendent, or his/her designated representative, shall be responsible for implementing, controlling and monitoring the CM/Contractor's own Safety Program and reviewing and monitoring the Subcontractors' Safety Programs.

3.16.9 The CM/Contractor shall direct the initial startup and testing of utilities, building, electrical and mechanical systems and equipment. The CM/Contractor shall coordinate Subcontractor's training of University's facilities maintenance and other personnel in conjunction with the University's Representative. The CM/Contractor shall videotape the Subcontractors' training sessions for future reference and provide a copy of the videotape to University with other project closeout documents.

3.16.10 CM/Contractor's responsibility shall include the management and coordination of the Commissioning process for the Project. CM/Contractor to develop a detailed Commissioning Schedule for University review submitted ninety (90) days after Notice to Proceed for Phase 2 – Construction. Once approved, CM/Contractor shall insert detailed Commissioning Schedule into the Baseline Project Schedule. Commissioning Schedule is to be maintained and updated, with progress reports on Commissioning progress/status issued with the Monthly Schedule Update Report as described in specification section 01 31 45 Contract Schedules.

3.17 PROJECT/CONTRACT ADMINISTRATION

3.17.1 The CM/Contractor shall, through University's Representative, or as directed by University's Representative, coordinate its efforts between Subcontractors and Design Professional to clarify interpretation of drawings and specifications; work with Design Professional on the interpretation of plans and specifications; review all requests for clarification and appropriateness prior to forwarding to Design Professionals.

ADDENDUM 2

3.17.2 The CM/Contractor shall, through University's Representative, or as directed by University's Representative, coordinate and administer the shop drawing review and approval process and advise Design Professionals of any unusual site conditions or Contract Document requirements affecting shop drawing approvals; and review submittals for format, compliance and general completeness prior to forwarding to Design Professional for review. The CM/Contractor's Contract Schedule shall establish submittal schedules that allow sufficient time for review and interpretation. The CM/Contractor shall verify and document that the shop drawing process is adhering to the submittal schedule.

3.17.3 CM/Contractor's responsibility shall include the management and coordination of preparing complete Operations & Maintenance Manuals to the University.

BID FORM

FOR: NORTH BOWL PARKING PHASE 2
UNIVERSITY OF CALIFORNIA
MERCED CAMPUS, MERCED COUNTY
MERCED, CALIFORNIA

BID TO: DESIGN+CONSTRUCTION
UNIVERSITY OF CALIFORNIA, MERCED
767 E. YOSEMITE AVE., SUITE C
MERCED, CALIFORNIA 95340
TELEPHONE: (209) 228-4479

BID FROM:

(Name of Bidder)

(Address)

_____, _____
(City) (State) (Zip Code)

(Telephone Number)

(Date Bid Submitted)

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 will result in the Bid being rejected as non-responsive.

1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that a) it, and all Subcontractors, regardless of tier, have the appropriate current and active Contractor's license 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; e) Bidder and all Subcontractors, regardless of tier, are currently registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5 and 1771.1. Bidder represents that the Key Personnel identified in its Prequalification submittal shall be the Bidder's personnel provided pursuant to the corresponding provisions of the contract, if the contract is awarded to the Bidder. 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 for Phase 1 within 60 days after the date of commencement specified in the Notice to Proceed and to complete the Work for Phase 2 within 120 days after the date for commencement specified in the Notice to Proceed if the University exercises its Option for Phase 2.

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 have been issued for this Bid.

3.0 CONTRACT SUM – PHASE 1

The Contract Sum at time of award will be the Phase 1 Contract Sum. See Supplementary Instructions to Bidders for value.

4.0 OPTION SUM – PHASE 2

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(Place figures in appropriate boxes.)

Bidder includes in the Option Sum – Phase 2, the following allowances:

- \$20,000 for Allowance No. 1 Utilities as identified in Section 01 21 00.
- \$50,000 for Allowance No. 2 Traffic Control as identified in Section 01 21 00.

5.0 SELECTION OF APPARENT LOW BIDDER

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

6.0 UNIT PRICES - N/A

7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS WITH TWO OPTIONS

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 for Phase 2. (MINIMUM AMOUNT ALLOWED IS \$1.00)

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 X 10 days multiplier

(Place figures in appropriate boxes.)

Failure to fill in a dollar figure for the daily rate for Compensable Delay shall render the bid non-responsive. 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, of the CM/Contractor and all subcontractors, suppliers, persons and entities under CM/Contractor on the Project, including without limitation all subcontractors added by Contract Amendment. 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 ALTERNATES – N/A

9.0 LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the work included in this bid (Option Sum – Phase 2):

Yes _____

If "Yes", attach a completed CM/Contractor Expanded List of Subcontractors form.

10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES – N/A

11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION:

(Corporation, Partnership, Individual, Joint Venture, etc.)

If a corporation, corporation is organized under the laws:

STATE OF _____.
(State)

NAME OF PRESIDENT OF THE CORPORATION:

(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

(Insert Name)

If A PARTNERSHIP, NAMES AND TITLES OF PERSONS SIGNING THE BID ON BEHALF OF BIDDER AND ALL GENERAL PARTNERS:

PERSONS SIGNING ON BEHALF OF BIDDER:

(Insert Names and Titles)

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.)

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)
2. If "Yes" in 9.0 above, a completed CM/Contractor Expanded List of Subcontractors form.
3. If "Yes" in 10.0 above, a completed CM/Contractor Expanded List of Subcontractors form identified as "LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES".
4. Exhibit 3 of Key Personnel Schedule

13.0 DECLARATION

I, _____, hereby declare that I am the
(Printed name)

_____ 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 further declare that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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 City, otherwise Name of County), State of
_____, on _____.
(State) (Date)

(Signature)

ADDENDUM 2

EXHIBIT 3

KEY PERSONNEL SCHEDULE

The following personnel have been committed to the Project by the CM/Contractor for the minimum level of effort and contract phases indicated:

The listed individuals have been reviewed by the undersigned on behalf of the named Bidder. Bidder hereby agrees that these individuals will be provided pursuant to the provisions of the contract, if awarded to Bidder, and that such contract will include this exhibit as completed above.

Quantity	Title/Function	Name	% Time Phase 1 Preconstruction	% Time Phase 2 Construction
1	Project Manager		50% 20%	50% 75%
1	Superintendent		30% 45%	100%
1	Assistant Superintendent		45%	100%
1	Project Engineer		0	100%
1	Preconstruction Manager		75%	0%
1	Project Estimator		50%	0%

Name and Title

Date

Bidder

Addendum 2

EXHIBIT 19

NOTICE OF INTENT

Contractor:

You are hereby notified that the University intends to exercise its Option for Phase 2 – Construction for the above referenced Project. This Notice is provided pursuant to the provisions of the Contract and is not a Contract Amendment formally exercising the Option.

The following documents shall be furnished within 10 days of the date of this letter:





1. Three originals of the Payment Bond required under Article 11 of the General Conditions.
2. Three originals of the Performance Bond required under Article 11 of the General Conditions.
3. Copy of written acknowledgement from the UCIP Administrator that CM/Contractor and all Subcontractors that it has subcontracted (unless excluded under General Conditions Article 11.1.5), have successfully enrolled in UCIP.

Failure to timely furnish the above listed documents may result in actions as outlined in the Instructions to Bidders.





This Notice of Intent is not a commitment by the University to exercise its Option and University is under no obligation to issue a Contract Amendment exercising the Option.

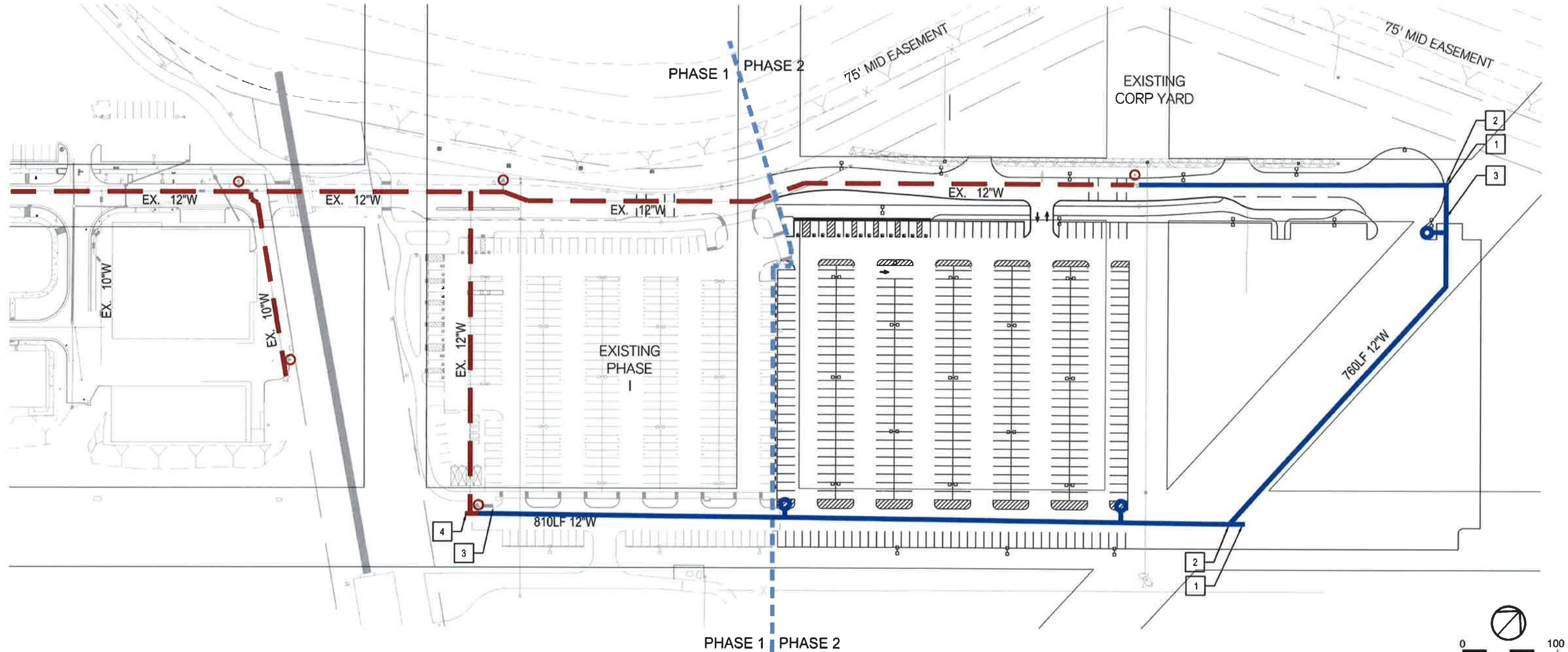
University of California Merced

LEGEND:

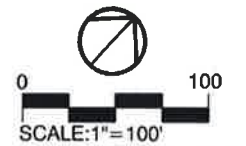
-  EXISTING FIRE HYDRANT
-  EXISTING WATER MAIN
-  PROPOSED FIRE HYDRANT
-  PROPOSED WATER MAIN

DESIGN NOTES:

-  BLOW OFF
-  VALVE
-  SAMPLING STATION
-  EXISTING STUB FOR FUTURE EXPANSION



ADDENDUM 2



Prepared for:

UCMERCED North Bowl Parking Lot Phase 2-PPG
 University of California Merced Campus
 Merced, California

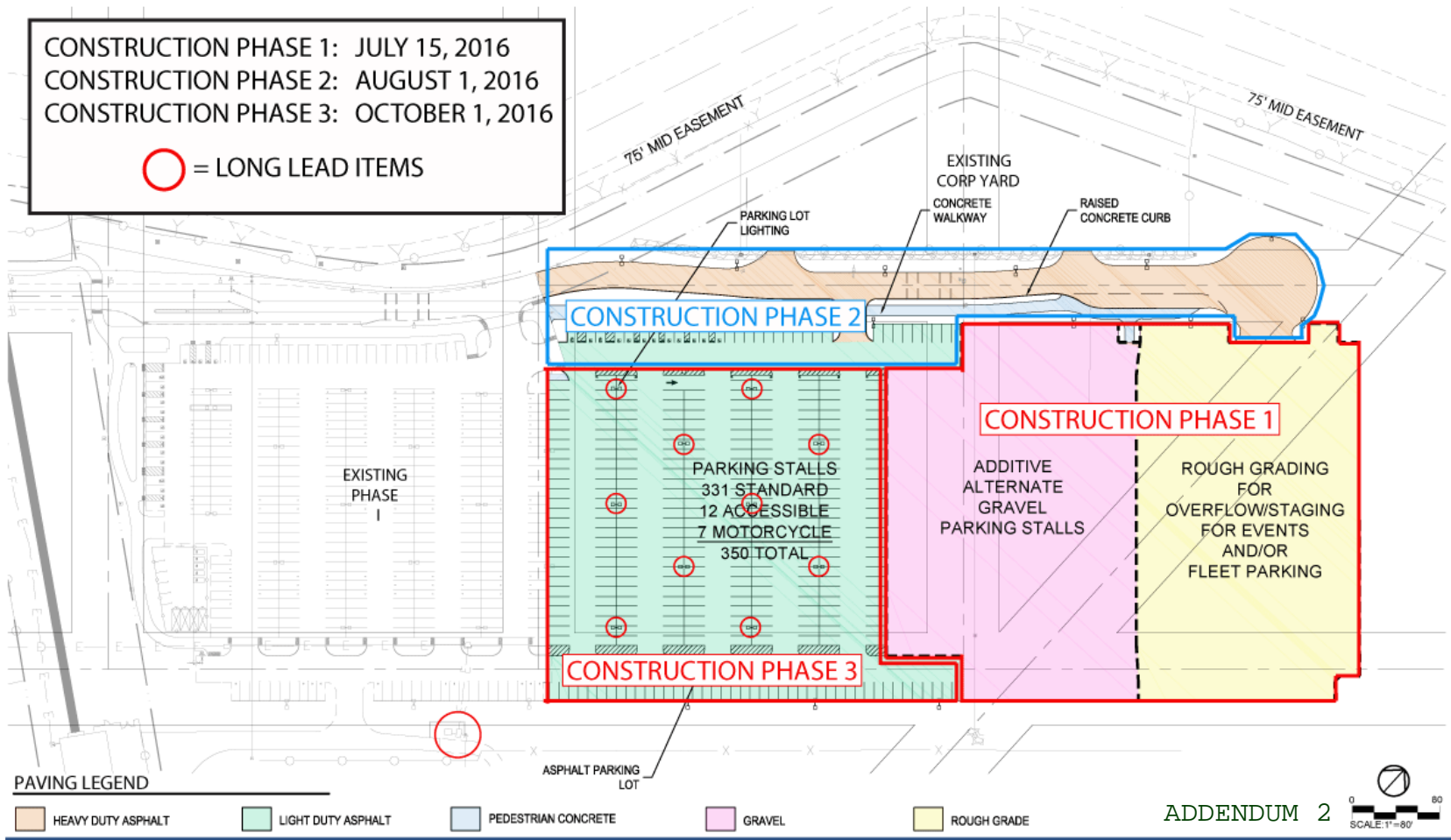


November 3, 2015

Utility Plan

2

Project Phasing



Prepared for:

UCMERCED North Bowl Parking Lot Phase 2-PPG
 University of California Merced Campus
 Merced, California



January 13, 2016

ADDENDUM 2

Site Plan

1