ADDENDUM NO. 1

to the

CONTRACT DOCUMENTS

June 12, 2017

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 a new blank BID Form be provided?
   A. Yes, a project specific bid form is included in this Addendum.

2. Q. What is the number of days for the multiplier for the Daily Rate Compensation?
   A. The multiplier is 10 and is identified in the Bid Form.

3. Q. What is the anticipated start date?
   A. Notice To Proceed is scheduled to be issued June 29, 2017. The actual date will depend on the Contractor returning the required documents for the University to execute the Agreement. Substantial Completion shall be no later than August 4, 2017, prior to students returning to Campus.

4. Q. Will the contractor have the complete site available for this work, or will it be phased?
   A. Ranchers Road is a main artery into campus. The present plan is to maintain one lane of use during construction. If the Contractor can show a schedule advantage to a full road closure, Campus will consider rerouting traffic on Scholars Lane.

5. Q. Who is responsible for the detour (plan, signs, etc.)?
   A. Contractor is responsible for traffic control and will work with Construction Staff to notify Campus through the Campus Wide Notification System. Traffic Control requirements are identified in Section 01 35 00, 1.7 Traffic Control.

6. Q. Will a construction fence be required (chain link or orange safety)?
   A. Due to the nature of the work and the location, temporary fencing is not necessary.

7. Q. Is there an Erosion Control Plan?
   A. Contractor to comply with BMP’s and Section 01 57 23.
8. Q. Are there any existing water valves, manholes, monuments, boxes, vaults, etc. that are in the existing roadway that need to be adjusted after the new pavement is placed? We cannot adjust private utility companies’ facilities.

   A. The area of work was reviewed during the jobwalk and no visible utilities were noted.

9. Q. Are there any DBE or DVBE Goals?

   A. Contractor is required to complete and submit Exhibit 14, Self Certification if awarded the work.

10. Q. There are 3 or more Refuse Island areas along Ranchers Rd, are they to remain or be removed?

   A. The Refuse Island are to remain and AC is to finish flat and level at the entry transition. One location has red stepping stones, those are to be removed and AC to finish flat and level at the entry transition.

**JOBWALK COMMENTS:**

1. Pending University approval, contractor may consider staging equipment in Housing 1 parking along Ranchers Rd, or on the East side of the yellow rope areas along Ranchers Rd at Housing 2.

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

1. **Revise 01 22 00 Unit Prices:** Revise Unit Prices specification to ADD Section 1.4 D. Determination of a unit of measure.

2. **Revise 01 23 00 Alternates:** Add Alternate No. 2 to retain excess materials for placement in Lower Library Lot and RecCenter Fleet Parking.

3. **Revise 01 23 00 Alternates:** Add Alternate No. 3 to request closure of Ranchers Rd to traffic during construction. Traffic would enter off of Lake Rd to Scholars Lane, and exit Scholars Lane at Muir Pass.

4. **Revise Bid Form: Delete Bid Form.** Revise Bid Form to include 10x multiplier for daily compensable rate, Unit Price request and Alternate 1 and 2 Cost request. Bid Form attached to this Addendum.

5. Jobwalk Sign-in is included in the Addendum.

### V. DRAWINGS

### VI. ATTACHMENTS

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>01 22 00 Unit Prices</td>
</tr>
<tr>
<td>2</td>
<td>Bid Form</td>
</tr>
<tr>
<td>3</td>
<td>01 11 00 Summary of Work</td>
</tr>
<tr>
<td>4</td>
<td>Alternate 3 Logistic Plan</td>
</tr>
<tr>
<td>5</td>
<td>Site Logistic Plan</td>
</tr>
<tr>
<td>6</td>
<td>01 23 00 Alternates</td>
</tr>
<tr>
<td>7</td>
<td>Jobwalk Sign-in</td>
</tr>
</tbody>
</table>
UNIVERSITY OF CALIFORNIA, MERCED

By: University of California, Merced

Fran Telechea
Director of Construction

End of Addendum No. 1
BID FORM

FOR: RANCHERS RD RESURFACING
UNIVERSITY OF CALIFORNIA
MERCED
MERCED CALIFORNIA

June 20, 2017

BID TO: PHYSICAL OPERATIONS, PLANNING & DEVELOPMENT
UNIVERSITY OF CALIFORNIA MERCED
5200 N. LAKE
MERCED, CALIFORNIA 95344
209-228-4321

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) Bidder and all Subcontractors, regardless of tier, has the appropriate current and active Contractor's licenses 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; 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 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. 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 no later than August 4, 2017 of commencement specified in the Notice to Proceed.

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  **NOT USED**

4.0  **LUMP SUM BASE BID**

$ , , ,

(Place figures in appropriate boxes.)

Bidder includes in the Lump Sum Base Bid the following allowances: NONE

5.0  **SELECTION OF APPARENT LOW BIDDER**

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

The quantities set forth in the Unit Prices are estimates. University does not represent that the actual quantity of any Unit Price item will equal the Estimated Quantity stated below. University will perform the extension of the Unit Price times the respective Estimated Quantity.

Unit Price for: Adjustments in the percentage cement to achieve compliance with CalTrans Highway Design Manual Chapter 4 Section 27 as specified in Section 01 22 00.

Estimated Quantity of units: 1 percentage point

$ \text{[Blank]} \times \text{[Blank]} \times \text{[Blank]} \times \text{[Blank]}$  

(Place figures in appropriate boxes.)

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. A Facility may choose a minimum compensable delay in the best interests of the Project. If so, use the language in parentheticals \{ \} and in grey highlight:

$ \text{[Blank]} \times \text{[Blank]} \times \text{[Blank]} \times 10 \text{ multiplier}$  

(Place figures in appropriate boxes.)

Failure to fill in a dollar figure for the daily rate for Compensable Delay shall be interpreted as a daily rate of “zero.” 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 (including, without limitation, compensation for all extended home office overhead and extended general conditions), of the Contractor and all subcontractors, suppliers, persons, and entities under or claiming through Contractor on the Project. 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. Bidder shall not bid less than zero dollars for the daily rate (i.e., the daily rate cannot be a negative number).
8.0 ALTERNATES

In order for a Bid to be responsive, Bidder must submit an additive bid, a deductive bid, or a “no change” bid, for each Alternate listed below. The failure to do so shall result in the Bid being rejected as non-responsive. The failure to quote an amount, unless the bidder marks the “no change” box, will result in the bid being rejected as non-responsive.

Alternate No. 1: Remove and replace roadway
Section 01 23 00

$  ,  ,  ,  

(Place figures in appropriate boxes.)

Alternate No. 2: Spread and Dress excessive material in Lower Library lot and RecCenter Fleet Parking
Section 01 23 00

$  ,  ,  ,  

(Place figures in appropriate boxes.)

Alternate No. 3: Rout Traffic on Scholars Lan
Section 01 23 00

$  ,  ,  ,  

(Place figures in appropriate boxes.)
9.0 LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the Work:

Yes ___

If “yes”, provide in the spaces below (a) the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid, (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its bid.

<table>
<thead>
<tr>
<th>Portion of the Work Activity (e.g. electrical, mechanical, concrete)</th>
<th>Subcontractor Name of Business</th>
<th>Location of Business (City)</th>
<th>License No.</th>
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<tbody>
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(Note: Add additional pages if required.)
## 10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES

The information below must be provided for all changes in first-tier Subcontractors if University selects Alternates. List changes in Subcontractors only for those portions of the Work valued in excess of one-half of 1 percent of prime contractor’s total bid.

<table>
<thead>
<tr>
<th>Alternate No.</th>
<th>Portion of the Work Activity (e.g. electrical, mechanical, concrete)</th>
<th>Name</th>
<th>Location (City)</th>
<th>License No.</th>
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(Note: Add additional pages if required.)
11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION:

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

IF A CORPORATION, THE CORPORATION IS ORGANIZED UNDER THE LAWS OF:

THE STATE OF ____________________________.
(State)

NAME OF PRESIDENT OF THE CORPORATION:

__________________________________________
(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

__________________________________________
(Insert Name)

IF A PARTNERSHIP, NAMES OF 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)

13.0 DECLARATION

I, ____________________________________________, hereby declare that I am the
(Printed Name)

______________________________________
(Title) of ______________________________________
(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.
RANCHERS RD. RESURFACING
UNIVERSITY OF CALIFORNIA, MERCED
MERCED, CALIFORNIA

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 a City, otherwise Name of County), in the State of ________________, on ________________.

(State) (Date)

________________________________________ (Signature)
SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK REQUIRED BY CONTRACT DOCUMENTS

A. Resurface Ranchers Rd from Lake Rd. to the Fairfild Canal Bridge, approx. 2,500 lf or 45,000 sf.
B. The Work includes resurfacing, transitions to existing intersections, cross roads and driveway interfaces.
C. Striping and signage as indicated.
D. All traffic control requirements per Division 1 and CalTrans.
E. Cement treatment and % shall be in accordance with CalTrans Chapter 24 Section 7, Cement Treated Base. Contractor shall provide a Unit Cost per % point above 4.5%.

1.2 PROJECT PHASING

A. Work Phases: Contractor shall provide construction work in a single phase. For coordination with Campus, the Work shall sequence with earthwork and compaction, followed by road, path of travel and ADA stall asphalt and then remaining work. Final Completion of the project will be within 45 calendar days from Notice to Proceed. No later than August 4, 2017. ADD 1
B. Construction Documents: The Construction Documents will be released June 6, 2017 includes the scopes of work for the site improvement scopes of work.

1.3 Scheduling

A. Contractor is to develop Contract Schedules as described in Section 01 31 45. Contractor will be required to perform its work in accordance with a Detailed Project Schedule approved by the University’s Representative to be developed, updated, and maintained by the General Contractor after award of the Contract. General Contractor will be required to provide specified scheduling information necessary for the development, updating, and maintenance of the Detailed Project Schedule such that the schedule meets all occupancy and completion milestones.

1.4 FINAL COMPLETION

A. Final Completion shall be applicable to the entire work as required by Article 4 of the Contract Agreement.
PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 11 00
PART 1 - GENERAL

1.1 DESCRIPTION

A. Unit Price quotations shall be inserted in the appropriate spaces in the Bid Form for each Unit Price item of Work described herein.

B. Unit Prices stated in the Agreement shall be used to compute adjustments of the Contract Sum for approved Unit Price items of Work. Such adjustments shall be made by Change Order (Exhibit 12).

C. Unit Prices shall include all labor, materials, tools, and equipment; all other direct and indirect costs necessary to complete the item of Work and to coordinate the Unit Price Work with adjacent Work; and shall include all overhead and profit. General Contractor shall accept compensation computed in accordance with the Unit Prices for work installed in place as full compensation for furnishing such Work.

D. Compensation will be paid for those items of Work described in below, Unit Prices.

1.2 SPECIFIED WORK

A. Applicable Sections of the Specifications describe the materials and methods required under the various Unit Price items of Work.

1.3 UNIT PRICES

A. List of Unit Price Items and Descriptions

<table>
<thead>
<tr>
<th>Unit Price No.</th>
<th>Description</th>
<th>Estimated Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Subgrade soils are unknown, prior to construction the University will perform sampling to confirm that the cement percentage and depth is conjunction with 5” asphalt will produce a traffic index of 8. If the required cement percentage or treatment depth varies from the base bid, Contractor shall provide unit cost for each percentage point per CalTrans Highway Design Manual Chapter 4 Section 27 Attached.</td>
<td>1</td>
</tr>
</tbody>
</table>

1.4 ADVANCED COORDINATION (NOT USED)

A. Immediately notify University's Representative when conditions require the use of Unit Price items of Work.

B. The applicability of, measurement methods for, documentation of, and the final adjustment of the Contract Sum for Unit Price items of Work shall be determined by the University's Representative.
C. After performing Unit Price items of Work as directed by University's Representative, General Contractor shall take necessary measurements in the presence of University's Representative and shall submit calculations of quantities to University's Representative for approval. General Contractor shall notify University's Representative 1 day in advance of taking measurements.

D. The Unit of measure to achieve the optimum cement percentage shall be negotiated based on the actual cost and quantity of the materials used. Requirements of Article 4 and 7 of the General Conditions apply when requesting additional compensation. ADD 1

PART 2 - PRODUCTS

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 22 00
PART 1 - GENERAL

1.1 ALTERNATES REQUIREMENTS

A. This Section identifies each Alternate and describes basic changes to the Work only when that Alternate is made a part of the Work by specific provision in the Agreement.

B. The Lump Sum Base Bid and Alternates shall include the costs of all supporting elements required, so that the combination of the Lump Sum Base Bid and any Alternates shall be complete. The scope of Work for all Alternates shall be in accordance with applicable Drawings and Specifications.

C. Except as otherwise specifically provided by University, the Work described in Alternates shall be completed with no increase in Contract Time.

D. This Section includes only the non-technical descriptions of the Alternates. Refer to the specific Sections of Divisions 2-33 of the Specifications for technical descriptions of the Alternates.

E. Coordinate related Work and modify surrounding Work as required to properly and completely integrate the Alternates into the Work.

F. The General Contractor shall quote prices for the Alternates listed below in the space provided therefore on the Bid Form. The General Contractor shall be responsible for determining exact quantities of materials involved with the Alternates. Work for the Alternates shall be in strict accordance with the Specifications and Drawings.

1.2 BIDS REQUIRED

Base Bid: The Base Bid consists of all items indicated and/or specified in the Drawings, Specifications and/or Bid Form. The costs for Additive Alternates will be added to the Base Bid, and the costs for Deductive Alternates will be subtracted from the Base Bid.

1.3 DESCRIPTION OF ALTERNATES

A. Alternate No.1: Remove and Replace Roadway

1. Sheet C4.0, Alternate 1 - Remove and dispose of 22.5” of material. Install new structural sections as identified.

2. 5” AC over 17.5” Class II AB moisture conditioned to at least optimum and compaction to at least 95% relative compaction over 12” native soil scarified and moisture conditioned to at least 3% above the optimum moisture content and compacted to at least 90%, but not more than 95%, relative compaction.
B. Alternate No.2: Spread Excess Material on Campus

1. Place and work excessive material at Lower Library Lot.

2. Place and work excessive base material at Rec Center Fleet Parking Lot.

3. Both areas will be left level, the adjacent roadway clean of construction materials.

C. Alternate No.3: Rout Traffic on Scholars Lane

1. Contractor to provide total cost savings as well and reduction in overall construction duration for routing traffic on Scholars Lane.

2. Contractor will be responsible for directional traffic signage on Lake Rd directing the traffic and any directional traffic control on Scholars Lane and at the exit location at Muir Pass and Ranchers Rd.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 23 00
ALTERNATE NUMBER 3 - USE OF SCHOLARS LANE.
<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Phone Number</th>
<th>Email Address</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daniel Brown</td>
<td>President</td>
<td>952-988-3-2300</td>
<td><a href="mailto:brown@brahmin.com">brown@brahmin.com</a></td>
<td></td>
</tr>
<tr>
<td>Jeff Trim</td>
<td>Vice President</td>
<td>952-4-93-5700</td>
<td><a href="mailto:trim@brahmin.com">trim@brahmin.com</a></td>
<td></td>
</tr>
<tr>
<td>Danny Pease</td>
<td>Treasurer</td>
<td>952-25-0476</td>
<td><a href="mailto:pease@brahmin.com">pease@brahmin.com</a></td>
<td></td>
</tr>
<tr>
<td>Curtis Short</td>
<td>Contractor</td>
<td>952-431-0437</td>
<td><a href="mailto:short@brahmin.com">short@brahmin.com</a></td>
<td></td>
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</table>

Completion August 24th
NTP: June 29th
Bid due by June 20th at 2:00 p.m.
Addendum issued June 12th
Bid document issued June 8th
Jobwalk June 8th @ 10:00 a.m.

Handels Kin Rustece
A. Techer at Son
Granite Constuction
Construction for Acme
Inc.
Avison Constuction