Project Name:UNIVERSITY OF CALIFORNIA, MERCED
LAZY K RESTORATIONProject No.:660175 1B 19900

ADDENDUM NO. 3

to the

CONTRACT DOCUMENTS

July 8, 2015

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.

Addendums 1 & 2 were issued during the original process and the information is included in the bidding documents dated June 24, 2015.

II. <u>CLARIFICATIONS</u>

A. PRE-BID QUESTIONS – No Questions were received

III. <u>BIDDING/CONTRACT DOCUMENTS AND DIVISION 1 SPECIFICATIONS – VOLUME 1</u>

- 1. **Revise Table of Contents: ADD:** Specification Section 01 23 00 Alternates.
- 2. **Replace Bid Form: Replace** Bid Form with Bid Form included in this Addendum. Bid Form includes Deductive Alternate 1. Bid Form included in this Addendum.
- 3. **Revise Specification Section 01 11 00 Summary of Work: ADD:** Section 1.1 A 13 Means and methods of providing water for the use and duration of the Project shall be the responsibility of the General Contractor and the cost shall be included in the base bid.
- 4. Add Specification Section 01 23 00 Alternates: ADD: Section 1.3 A.1 Deductive Alternate #1 Delete Base Contract Water Source. Contractor to provide a net credit for the use of an onsite water well located at the metal shed. The Specification Section is included in this Addendum.
- 5. **Add** Site Map with Water Well Location.

IV. **DIVISION 2**

1. Not Applicable

V. DRAWINGS NONE

VI. ATTACHMENTS

- 1 Table of Contents
- 3 Specification Section 01 11 00 Summary of Work
- 5 Project Map with Well Location
- 2 Bid Form
- 4 Specification Section 01 23 00 Alternates

UNIVERSITY OF CALIFORNIA, MERCED

By: University of California, Merced

Fran Telechea Interim Director of Construction and Inspection Services

End of Addendum No. 1

CONSTRUCTION DOCUMENTS TABLE OF CONTENTS

Volume 1

Cover Page Certification **Construction Documents Table of Contents** ADDENDUM 3 Advertisement for Bids **Project Directory** Instructions to Bidders Supplementary Instructions to Bidders Information Available to Bidders **Bid Form** ADDENDUM 3 **Bid Bond** Contractor Master Project Schedule Agreement General Conditions Supplementary General Conditions Exhibit Table of Contents Exhibits **Division 1 Specifications** Technical Narrative(s) Drawing(s) (Under Separate Cover)

Division 1 Specifications

Section

01 11 00	Summary of Work ADDENDUM 3
01 11 10.10	Natural Resources Avoidance & Minimization Measures
01 21 00	Allowances
01 22 00	Unit Prices
01 23 00	Alternates ADDENDUM 3
01 25 00	Product Options and Substitutions
01 26 13	Requests For Information
01 31 00	Project Coordination
01 31 19	Project Meetings
01 31 42	Contractor Schedules
01 31 45	Contract Schedules
01 33 23	Shop Drawings, Product Data and Samples
01 35 00	Special Requirements
01 35 40	Environmental Mitigation
01 35 43	Hazardous Materials Procedures
01 41 00	Regulatory Requirements
01 42 13	Abbreviation, Symbols, & Definitions
01 43 39	Mockups – NOT USED
01 43 40	Exterior Enclosure Performance Requirements – NOT USED
01 45 00	Quality Control
01 51 00	Temporary Utilities
01 56 00	Temporary Barriers and Enclosures
01 56 39	Tree and Plant Protection – NOT USED

- 01 57 23 Storm Water Pollution Prevention
- 01 60 00 Product Requirements
- 01 71 23 Field Engineering
- 01 73 23 Supporting from Building Structure NOT USED
- 01 73 29 Cutting, Patching, and Matching NOT USED
- 01 73 35 Selective Demolition
- 01 74 19 Site Waste Management Program NOT USED
- 01 77 00 Closeout Procedures, Final Cleaning, and Extra Materials
- 01 78 36 Guarantees, Warranties, Bonds, Service & Maintenance Contracts
- 01 78 39 Project As-Built Documents
- 01 79 00 Training NOT USED
- 01 81 13 LEED[™] Requirements NOT USED
- 01 81 13.1 LEED Requirements Score Card NOT USED
- 01 91 00 Commissioning NOT USED
- 01 92 00 Operating and Maintenance NOT USED

List of Technical Narrative(s)

Number	Title	Last Modified
1	Lazy K Final Vernal Pool Restoration Design &	5/8/2015
	Construction Plan	
2	Lazy K Restoration & Re-vegetation Plan	5/18/2015

List of Drawing(s)

Sheet	Title	Last Modified
Number		
1	Lazy K Grading Plan	5/15/2015
2	Potential Sediment Control Requirement Map - SWPPP	6/15/2015
	Erosion Control Plan	
3	LZYK-01 – Water Trough & Fence Location	6/15/2015
4	SWPPP BMP's	6/15/15

BID FORM

	(Telephone Number)		(Fax Number)			
	(City)	(State)	(Zip Code)			
_		(Address)				
	(Name of F	Firm Submitting Bid)				
BID FROM:						
FOR THE FOLLOWING WORK:	Lazy	K Restoration				
	MERCED CALIFORNIA 95340 TELEPHONE: (209) 228-0402					
		MITE AVE., SUITE				
BID TO:		λ CONSTRUCTION F CALIFORNIA ME				
		ED CALIFORNIA				
		CED COUNTY	INCED			
		L RESTORATION F CALIFORNIA ME	DCED			
FOR:		NO. 660175 1B 1990	0			

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 <u>BIDDER'S REPRESENTATIONS</u>

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. 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 schedule and execute the Work within the Contract Time.

2.0 <u>ADDENDA</u>

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 <u>LUMP SUM BASE BID</u>



(Place figures in appropriate boxes.)

Bidder includes in the Lump Sum Base Bid the following allowances: Allowance No. 1: \$100,000.00 for Small Mammal Burrow Excavation

5.0 SELECTION OF APPARENT LOW BIDDER

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

6.0 <u>UNIT PRICES</u>

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: Small Mammal Burrow Excavation as specified in Section 01 22 00.

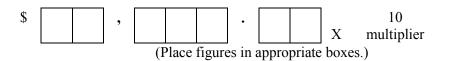
Estimated Quantity of units: 20 Work Days.



(Place Unit Price figures in appropriate boxes.)

7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS

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.



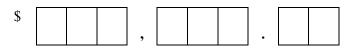
Failure to fill in a dollar figure for the daily rate for Compensable Delay shall render the bid nonresponsive. University will perform the extension of the daily rate times the multiplier.

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 may be greater or lesser than the "multiplier" shown above.

8.0 <u>ALTERNATES</u>

Deductive Alternate 1

Description: Deduct Base Contract Water Source as outlined in Specification Section 01 23 00





No Change: Bidder will perform this Alternate without change to the Contract Sum.

No extension of time will be granted if this Alternate is accepted.

University reserves the right to accept this Alternate within 30 calendar days after the date the University signs the Agreement.

9.0 <u>LIST OF SUBCONTRACTORS</u>

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 shall list only one subcontractor for each such portion as is defined by the prime contractor in its bid.

	Subcontractor					
Portion of the Work	Name of Business	Location of Business	License No.			
Activity		(City)				
(e.g. electrical,						
mechanical, concrete)						

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.

	Subcontractor					
Alternate No.	Portion of the Work Activity (e.g. electrical, mechanical, concrete)	Name	Location (City)	License No.		

(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.)

BID FORM

ADDENDUM 3

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 _____

(Title)

(Bid Bond or Certified Check)

13.0 <u>DECLARATION</u>

I, _____

(Printed Name)

_____ of _____

(Name of Bidder)

_____, hereby declare that I am the

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.

March 3, 2014 Revision 4 LF/BF/MP-BF BID FORM

ADDENDUM 3

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 _____(Date)

(Signature)

SECTION 01 11 00 SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK REQUIRED BY CONTRACT DOCUMENTS

- A. Scope of Work Overview: The work to be done includes all labor, tools and equipment necessary to furnish and install all materials and equipment shown on the drawings and described herein and to perform excavation of small mammal burrows in designated areas as directed by Designated Biologist and to perform grading work to develop vernal pools per the Contract Documents. This includes, but is not limited to, the following:
 - 1. Pull final grading permit for Madera County for the project.
 - 2. Provide SWPPP erosion control measures as identified in the Contract Documents.
 - 3. Prior to commencement of clearing the project site, a Biological clearing survey is to be completed to determine areas of special concern and Environmentally Sensitive Areas.
 - 4. Based on this Biological clearing survey, General Contractor is to excavate small mammal burrows in identified areas as directed by Designated Biologist. General Contractor may assume for bidding purposes that there are 450 mammal burrow complexes with an average of 5-6 burrow entrances per complex (roughly 2,500 total burrows) within the project area. This is an average density of roughly 7 burrow complexes per acre.
 - 5. General Contractor shall coordinate all grading work with the Designated Biologist throughout the project as necessary to maintain the intent of the regulations of this Work. All grading work shall be coordinated through the use of GIS data of the restoration design that will be loaded onto General Contractor's tractor-mounted GPS units to guide construction, as well as identify and mark equipment travel corridors and staging areas.
 - 6. When an area is cleared by the Designated Biologist and upon direction of the University Representative, the areas to be prepared shall be rough graded, filled and finish graded per plans and specifications.
 - 7. All excess or unsuitable soils shall be stockpiled on Project Site at a location designated by the University Representative.
 - 8. Any native backfill material that may be required shall be taken from on-site areas as determined by the Designated Biologist.
 - 9. General Contractor to provide staking of work limits.
 - 10. Reseeding of Upland Area as identified in the Contract Documents and disturbed areas as determined by the Designated Biologist. Topsoil to be redistribution from

grading efforts on project. Augmented seed mix is as identified in the Technical Narrative.

- 11. General Contractor is to perform this work under the direct supervision of the Designated Biologist; no work shall be performed if the Designated Biologist is not present. General Contractor may assume for bidding purposes that a minimum of 2 Designated Biologists will be present on site during construction activities.
- 12. General Contractor's work will be observed, but not directed by, Native American Monitor(s). Subject to the Contract Documents, Native American Monitor has the right to stop work if there is an apparent Native American archeological finding.
- 13. Means and Methods of providing water for the use and duration of the Project shall be the responsibility of the General Contractor and included in the base bid. Addendum 3
- B. Scope of Work Exclusions:
 - 1. Testing and inspection (by University).
 - 2. SWPPP Inspection (by University).
 - 3. Biological (Terrestrial and Botanical) Surveys (by Designated Biologist).
 - 4. Handling and relocation of any discovered sensitive species (by Designated Biologist).

1.2 PROJECT PHASING

- A. Work Phases: Listed in chronological order.
 - 1. Small Mammal Burrow Excavation
 - 2. Grading
 - a. Must be completed by start of rainy season, 10/15/2015.
 - 3. Reseeding
 - a. Must be completed before the end of 2015.

1.3 Scheduling

A. General Contractor is to develop Contract Schedules as described in Section 01 31 45. General 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 Contact. 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

SECTION 01 23 00 ALTERNATES

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. Deductive Alternate #1 Delete Base Contract Water Source and Replace with Use of an Onsite Water Well
 - 1. Contractor will have access to an onsite water well located at the metal shed. The well has a 20 horse power pump, which is capable of providing 200 -300 gallons per minute. Contractor to provide a portable power source to operate the pump and all necessary piping or hose with connections as necessary for water truck access. ADDENDUM 3

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 23 00



University of California, Merced Office of Planning & Budget	Lazy K Well Location Map	NORTH		
			SCALE 1"=850'	
Geospatial Analytics & Cartographic Services	Construction Site	0	Date: 7/8/2015 850 Feet	