ADDENDUM NO. 2

to the

CONTRACT DOCUMENTS

September 10, 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.

II. CLARIFICATIONS

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

1. ADD Section 01 22 00 Unit Price - Small Mammal Burrow Excavation.

2. Replace BID FORM with ADDENDUM 2 BID FORM attached.

IV. DIVISION 2

1. Not Applicable

V. DRAWINGS

1. Not Applicable

VI. ATTACHMENTS

01 22 00 Unit Price Specification Section
Bid Form
UNIVERSITY OF CALIFORNIA, MERCED

By: University of California, Merced

_______________________________
Fran Telechea
Interim Director of Construction and Inspection Services

End of Addendum No. 2
BID FORM

FOR:

PROJECT NO. 660175 1B 19900
ENVIRONMENTAL SITE WORK PROJECT
UNIVERSITY OF CALIFORNIA MERCED
MERCED COUNTY
MERCED CALIFORNIA

BID TO:

UNIVERSITY OF CALIFORNIA MERCED
767 E. YOSEMITE AVE., SUITE C
MERCED CALIFORNIA 95340
TELEPHONE: (209) 228-0402

FOR THE FOLLOWING WORK:

ENVIRONMENTAL SITE WORK PROJECT

BID FROM:

(Name of Firm Submitting Bid)

(Address)

(City) (State) (Zip Code)

(Telephone Number) (Fax 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. 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 within the Contract Time after the date 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:
ALLOWANCE No. 1 – $20,000 Barbed Wire Fence Repair.

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

Estimated Quantity of units: 10 Work Days.

\[
\text{\$ , , , }\bullet \text{ (Place figures in appropriate boxes.)}
\]

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.

\[
\text{\$ , , , }\bullet \text{ X }10 \text{ multiplier (Place figures in appropriate boxes.)}
\]

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 (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.
8.0 **ALTERNATES NOT USED**

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</th>
<th>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>Subcontractor</th>
<th>License No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Name</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Location (City)</td>
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</tr>
</tbody>
</table>

(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)                      ____________________________
(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 a City, otherwise Name of County),
in the State of ________________________, on ________________________.
    (State)                                   (Date)

________________________________________
(Signature)
SECTION 01 22 00  
UNIT PRICES

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 9).

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>Small Mammal Burrow Excavation –</td>
<td>10 Work Days</td>
</tr>
<tr>
<td></td>
<td>1 Backhoe with Operator for an 8 hour day</td>
<td></td>
</tr>
</tbody>
</table>

1.4 ADVANCED COORDINATION

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.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 22 00