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

ADDENDUM NO. 2

to the

CONTRACT DOCUMENTS

June 15, 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. <u>CLARIFICATIONS</u>

- A. PRE-BID QUESTIONS Questions received from bidders and responses are as follows:
 - 1. Q. In the pre-bid meeting it was stated that the SWPPP permit was going to be prepared by University. I would like to verify that and request detailed information about what requirements are going to be necessary for this project. Every project is different regarding SWPPP and I would like to be able to calculate the total possible costs involved with the plan.
 - A. See the attached SWPPP plan to Addendum 2.
 - 2. Q. It appeared that there was some existing fence and possibly some existing irrigation pipe that might need to demolished. Can the owner verify what will be demolished in this contract?
 - A. Division 01 11 00 Summary of Work has been updated in Addendum 2 to include the demolition of fence and irrigation pipe. Included in Addendum 2 is a Site Condition drawings for further clarification.
 - 3. Q. Where is the project staging area? Will we be required to mobilize our equipment to that staging area every night, or can we leave some equipment within the project work area as long as we are servicing with appropriate safety equipment and spill prevention kits?
 - A. The staging areas are defined in the SWPPP Erosion Control Map attached to Addendum 2.

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

- 1. Revise Table of Contents to reflect Addendum 2 revisions and additions.
- 2. **Revise Supplementary Instruction to Bidders:** Revise Bid Date and Clarification of Contract Time.

ADDENDUM NO. 2

- 3. Revise Construction Master Project Schedule: Revise schedule to reflect date changes.
- 4. Revise Agreement: Revise Article 4 Contract Time.
- 5. **Revise Technical Narratives** to reflect SWPPP Erosion Control.
- 6. **Revise Division 01 11 00 Summary of Work:** Revise Summary of Work to include fencing and irrigation demolition.

IV. **DIVISION 2**

1. Not Applicable

V. DRAWINGS

- 1. LZYK-01 Site Conditions
- 2. Revise: SWPPP drawings (SWPPP plan).
- 3. ADD: LZYK-01 Site Conditions drawing for fencing and irrigation demolition.

VI. <u>ATTACHMENTS</u>

1	Table of Contents
2	Supplementary Instructions to Bidders
3	Construction Schedule
4	Agreement
5	SWPPP Erosion Control Map (SWPPP Plan)
6	LZYK-01 Site Conditions
7	01 11 00 Addendum 02

UNIVERSITY OF CALIFORNIA, MERCED

By: University of California, Merced

Fran Telechea Interim Director of Construction and Inspection Services

End of Addendum No. 2

CONSTRUCTION DOCUMENTS TABLE OF CONTENTS

Volume 1

Cover Page Certification **Construction Documents Table of Contents** Advertisement for Bids **Project Directory** Instructions to Bidders Supplementary Instructions to Bidders Add02 Information Available to Bidders Bid Form Bid Bond Contractor Master Project Schedule Add02 Agreement Add02 **General Conditions** Supplementary General Conditions Exhibit Table of Contents Exhibits **Division 1 Specifications** Technical Narrative(s) Add02 Drawing(s) (Under Separate Cover)

Division 1 Specifications

Section	01 11 00	Summary of Work Add02
	01 21 00	Allowances
	01 22 00	Unit Prices
	01 23 00	Alternates – NOT USED
	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

1 Iouuci Requirements	01 60 00	Product Requirements
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- 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 LEEDTM 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 Add02
	Erosion Control Plan	
3	LZYK-01 Site Conditions	6/15/2015 Add02

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Requests for clarification or interpretation of the Bidding Documents must be in **writing** and received by **Friday**, **June 5**, **2015 at 4:00 P.M.** Questions received after the above-noted deadline may be answered at the discretion of the University's Representative. **Questions may be mailed**, **E-Mailed to:**

Fran Telechea – University of California, Merced email: ftelechea@ucmerced.edu

Revisions, additions or deletions will be made by written addenda issued by Design & Construction only.

1. A **NON-MANDATORY** Project Site Visit will be conducted on Wednesday, June 4, 2015 beginning promptly at 9:00 am. Participants shall meet at 2128 Avenue 28, Chowchilla, CA.

If you need accommodations related to disabilities, please call Fran Telechea at (209) 228-4479 at least 3 working days prior to Pre-Bid Conference/Project Site Visit or Bid Opening.

2. Bids will be received on or before the Bid Deadline and only at:

Hand on Onemiakt	University of California, Merced				
Hand or Overnight	767 E. Yosemite Ave.				
Delivery Only	Merced California 95340				

3. Bids will be opened at: 2:00 PM

Thursday, June 18, 2015 ^{Add02}
767 E. Yosemite Ave.
Merced California 95340

- 4. If Contractor fails to meet Substantial Completion milestones as described in the summary of work 011110 part Contractor shall be assessed liquidated damages in the amount of \$1,000.00 per day for each calendar day following the specified date of Substantial Completion for that phase where the Work remains incomplete (Saturdays, Sundays, and holidays included).
- 5. Contract Time: Agency Compliance by 10/10/2015, Substantial Completion 12/15/2015 and Final Completion 12/21/2015. Add02
- 6. Addenda will be issued only by University and only in writing. Addenda will be identified as such and will be emailed to all Planholders. who have provided an email address for receipt of Addenda.
- 7. Bid results will be posted at the following web address: http://www.ucmerced.edu/community/rfprfq.asp
- 8. Bidder to note that all costs associated with the small mammal burrowing scope as defined in Section 01 10 00 of the Contract Documents will be handled through the Allowance as defined in Section 01 21 00. Bidder is to competitively bid a Unit Price as defined in Section 01 22 00 which, upon award of contract, will be used to determine the rate at which Bidder will be eligible to receive authorization for payment of the Allowance.

PROJECT NO.: 660175 1B 19900

LAZY K RESTORATION UNIVERSITY OF CALIFORNIA MERCED MERCED, CALIFORNIA

D	Task Name	Duration	Start	Finish	.5		/ 24, '1		Jun 14			l 5, '15		Jul 26, '			16, '15		o 6, '15		Sep 27,
1	Bidding and Construction	146 days	Mon 6/1/15	Mon 12/21/15	14	22	30	7	15	23	1	9	17	25	2	10 1	8 26	3	11	19	27
2	Bid Documents Issued	4 days	Mon 6/1/15	Thu 6/4/15																	
3	Job Walk	1 day	Wed 6/3/15	Wed 6/3/15			I														
4	Last day for RFI's	5 days	Mon 6/1/15	Fri 6/5/15																	
5	Addendum	6 days	Mon 6/8/15	Mon 6/15/15																	
6	Bids Due	1 day	Thu 6/18/15	Thu 6/18/15																	
7	Bid Review	1 day	Fri 6/19/15	Fri 6/19/15																	
8	Protest Period	3 days	Sat 6/20/15	Tue 6/23/15					Ľ												
9	Contracts	10 days	Wed 6/24/15	Tue 7/7/15								η									
10	NTP	1 day	Wed 7/8/15	Wed 7/8/15							j										
11	Construction	71 days	Thu 7/9/15	Thu 10/15/15																	
12	Agency Compliance	1 day	Sat 10/10/15	Sat 10/10/15																	
13	Seeding	45 days	Sat 10/10/15	Thu 12/10/15																	
14	Substantial Completion	1 day	Tue 12/15/15	Tue 12/15/15																	
15	Final Completion	5 days	Tue 12/15/15	Mon 12/21/1	5																
		Task			Project S	Summ	ary				🛡 In	active I	Vilestor	e	\$		Ma	anual Su	ummary	Rollup	
	ct: Lazy K Add 01.mpp Mon 6/15/15	Task Split Milestone			Project S External External	l Tasks		-			ln		Summar		\$ \$		— Ma	anual Su anual Su art-only	ummary	Rollup	_

Inactive Task

Summary



Finish-only

Duration-only

Page 1

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AGI	
THIS AGREEMENT is made as of the	day of between the University,
THE REGENTS OF THE UNIVERSITY OF CAL	JFORNIA,
whose facility is:	University of California Merced Campus
whose address for notices is:	Design & Construction University of California 5200 n. Lake Rd. Merced, California 95343
and Contractor:	
whose address for notices is:	
for the Project:	Lazy K Restoration Project No. 661075 1B 19900 University of California Merced Merced, California
University's Responsible Administrator:	Michael Chow Interim Assistant Vice Chancellor for Design & Construction
University's Representative is:	Fran Telechea
whose address for notices is:	Design & Construction University of California 5200 N. Lake Rd. Merced, California 95343

ACDEEMENT

Contract Documents for the Work Prepared by:

University and Contractor hereby agree as follows:

ARTICLE 1 WORK - Contractor shall provide all work required by the Contract Documents (the "Work"). Contractor agrees to do additional Work arising from changes ordered by the University pursuant to Article 7 of the General Conditions. Contractor shall (1) pay all sales, consumer and other taxes and (2) obtain and pay for any governmental licenses and permits necessary for the work, other than building and utility permits.

ARTICLE 2 CONTRACT DOCUMENTS - "Contract Documents" means the Advertisement for Bids, Instructions To Bidders, Supplementary Instructions to Bidders, Bid Form, this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion, and all other documents identified in this Agreement of which together form the Contract between University and Contractor for the Work (the "Contract"). The Contract constitutes the complete agreement between University and Contractor and

Addendum 2

June 6, 2011 Revision: 4 LF/MPT:AGRMT

supersedes any previous agreements or understandings.

ARTICLE 3 CONTRACT SUM - Subject to the provisions of the Contract Documents University shall pay to Contractor, for the performance of the Work, **\$_____**, the "Contract Sum".

The Contract Sum includes the following Allowances:

(TO BE COMPLETED AT TIME OF AWARD, IF APPLICABLE)

The Contract Sum includes the following Alternates accepted by University:

(TO BE COMPLETED AT TIME OF AWARD, IF APPLICABLE)

Unit prices, if any, are as follows:

(TO BE COMPLETED AT TIME OF AWARD, IF APPLICABLE)

The Contract Sum will be increased by an amount equal to the unit price multiplied by the actual number of units of each unit price item incorporated in the Work.

ARTICLE 4 CONTRACT TIME - Contractor shall commence the Work on the date specified in the Notice to Proceed and fully complete the work within **166 calendar days**^{Add02}, the "Contract Time".

By signing this agreement, Contractor represents to University that the Contract Time is reasonable for completion of the work and that Contractor will complete the Work within the Contract Time. Time limits stated in the Contract Documents are of the essence of the Contract.

ARTICLE 5 LIQUIDATED DAMAGES - If Contractor fails to meet **Agency Compliance** milestones as described in the summary of work 011110 part 1 Contractor shall be assessed liquidated damages in the amount of \$1,000.00 per day for each calendar day following the specified date of Substantial Completion for that phase where the Work remains incomplete (Saturdays, Sundays, and holidays included). **\$250 per day, for each calendar day work remains incomplete for substantial completion by the date specified.** ^{Add02}

ARTICLE 6 COMPENSABLE DELAY - If Contractor is entitled to an increase in the Contract Sum as a result of a Compensable Delay, determined pursuant to Articles 7 and 8 of the General Conditions, the Contract Sum will be increased by the sum of **\$___** per day for each day for which such compensation is payable.

ARTICLE 7 DUE AUTHORIZATION - The person or persons signing this Agreement on behalf of Contractor hereby represent and warrant to University that this Agreement is duly authorized, signed, and delivered by Contractor.

THIS AGREEMENT is entered into by University and Contractor as of the date set forth above.

CONTRACTOR:

By:

(Name of Firm)

(Type of Organization)

(Signature)

(Printed Name)

UNIVERSITY: The Regents of the University of California

Physical Planning, Design & Construction, Merced Campus

(Facility)

By:

(Signature)

Michael Chow

(Printed Name)

Interim Assistant Vice Chancellor for Design & Construction

(Title)

(Title)

California Contractor's License(s):

(Name of Licensee)

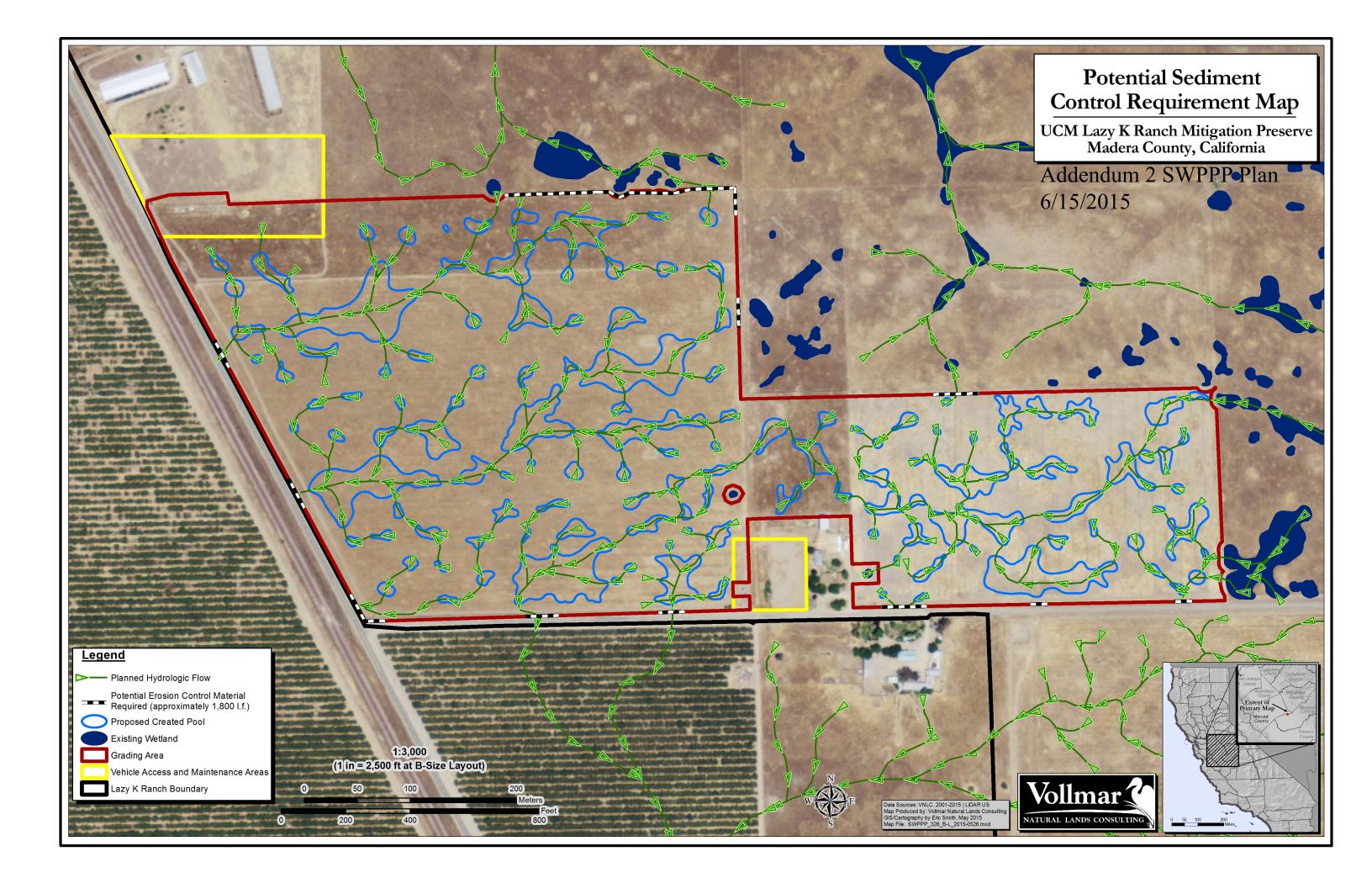
(Classification and License Number)

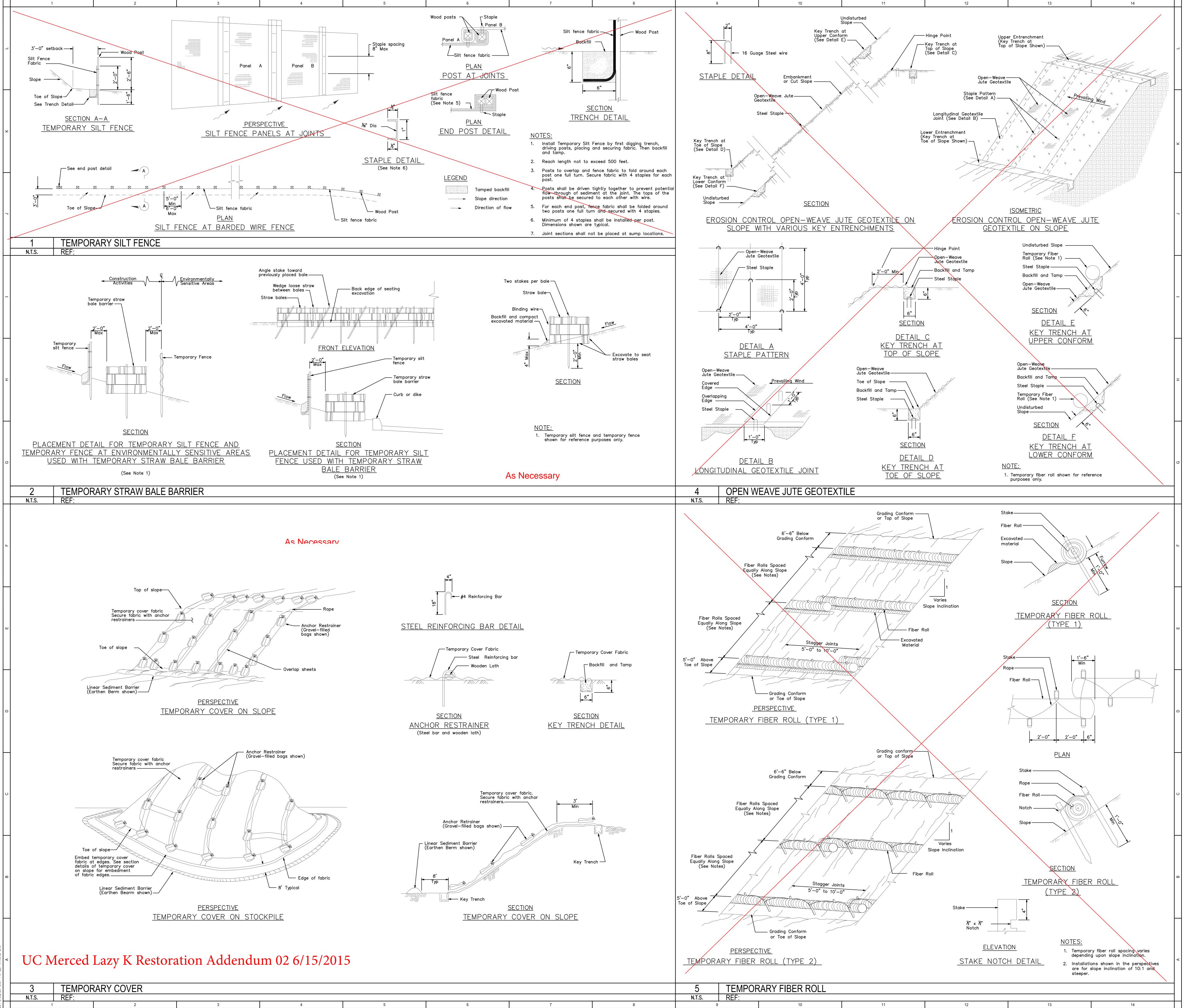
(Expiration Date)

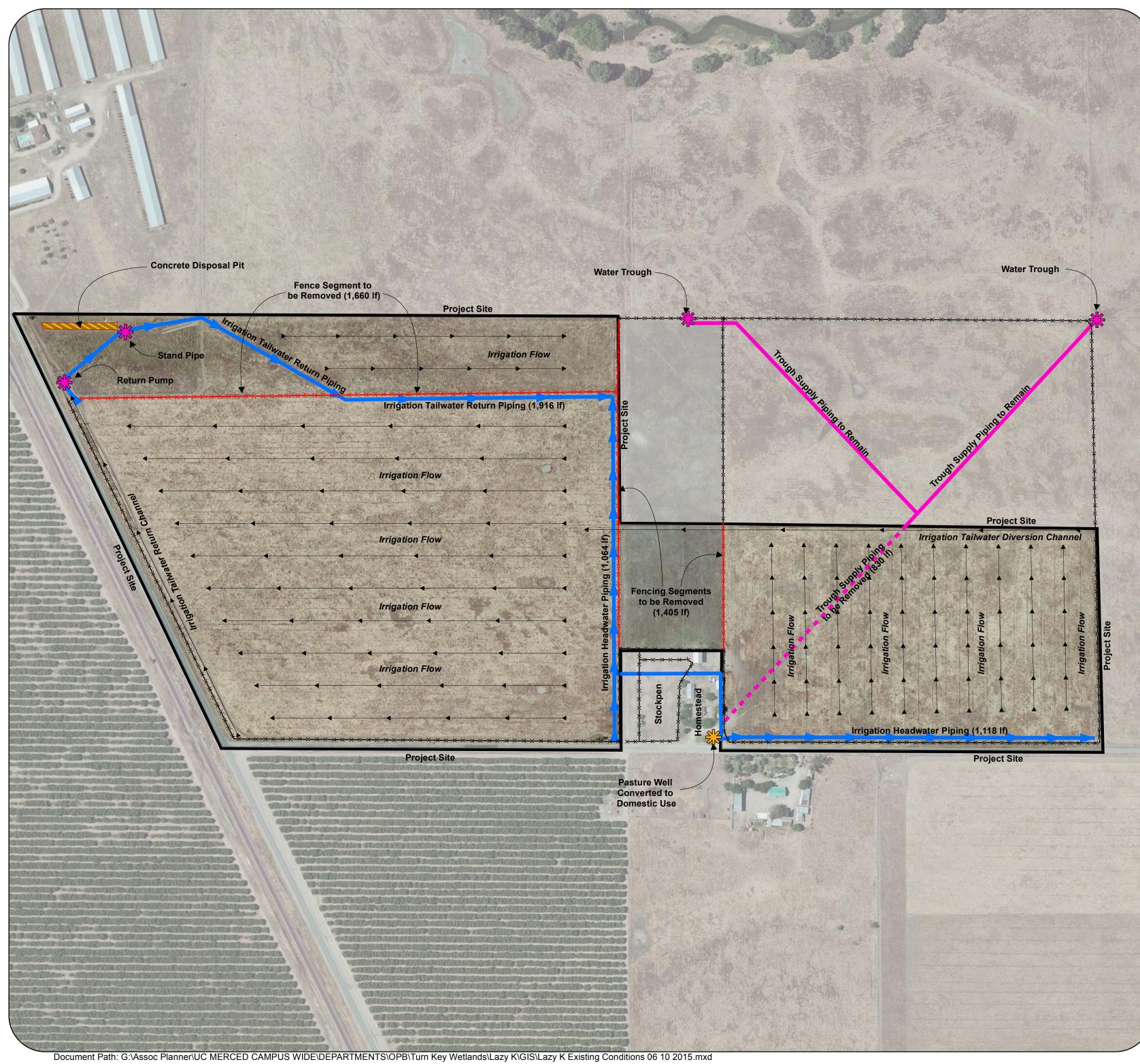
Employer Identification Number

(EIN NUMBER)

Attach notary acknowledgment for all signatures of Contractor. If signed by other than the sole proprietor, a general partner, or corporate officer, attach original notarized Power of Attorney or Corporate Resolution.







69	VI TOR
45	NORTH
0	SCALE: 1'=600" 100 200 400
	Date: 6/10/2015
UNIVE OFI	ERSITY OF CALIFORNIA, MERCED FICE OF PLANNING & BUDGET GEOSPATIAL ANALYTICS
	CARTOGRAHPIC SERVICES
Lege	nd:
×××××	Fence to Be Removed (3,074 lf)
	Trough Supply Piping to be Removed (830')
	Trough Supply Piping to be Included (1,240')
	Flood Irrigation Piping within Project Site (4,098 lf)
****	Irrigation Flow
	RAFT
Draw	ing Title:
Lazy	K: Site Conditions
Draw	ing Number:
LZYK	-
NI . 4	

Notes:

All utility alignments are illustrative and approximate in their location.

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. General Contractor shall remove and off-haul cross fencing as indicated on Site Conditions Drawing.^{Add02}
- 14. General Contractor shall remove and off-haul trough piping as indicated on Site Conditions Drawing. End of trough piping shall be temporarily capped and visibly marked for future replacement by others. Add02
- 15. General Contractor shall remove and off-haul irrigation piping in areas where the piping conflicts with the grading plan. Irrigation piping ends shall be capped. For bidding purposes, General Contractor may assume that 25% of the irrigation piping shown on Site Conditions Drawing will be removed and off-hauled. Add02
- 16. General Contractor is prohibited from utilizing the Landowner's pre-existing Concrete Disposal Pit as shown on Site Conditions Drawings. Any and all concrete debris from project is General Contractor's responsibility to remove and off-haul from Project Site.^{Add02}
- 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).
 - 5. **Replacement of trough piping (by Landowner).** Add02
 - 6. Replacement of cross fencing (by Landowner). Add02

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