Project Name:UNIVERSITY OF CALIFORNIA, MERCED
SCIENCE AND ENGINEERING BUILDING 2Project No.:900020

ADDENDUM NO. 6

to the

REBID CONTRACT DOCUMENTS

January 11, 2012

BID DATE: January 19, 2012

BID TIME: 2:00 p.m.

BID'S RECEIVED AT: 767 E. Yosemite, Suite C, Merced, CA 95340

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. Question: Can the Bid Bond from the previous bid be used for the rebid?
 - Answer: An original, valid and complete Bid Bond, notary acknowledgement for Surety and Surety's power of Attorney must be attached to the bid. The Bid Bond forms have not changed so either the original or the rebid forms with the correct trade package description will be accepted.
 - 2. Question: Is the Trade Package .28 (Fire Protection) contractor connecting to an already installed 8" fire water outlet; or is the Site Utilities Trade Contractor (Trade Package .2) connecting to a Trade Package .28 already installed 5'-0" stub?
 - Answer: The Fire Protection PTC shall make the connection per Scope of Work 01011.28-2.2
 - 3. Question: Utilities drawing C-3.02 shows 6" FDC piping and an FDC detail on 5/C-502. Is the intent to have the Trade Package .28 contractor install this 6" FDC 5'-0" stub only (in addition to the 8" fire service line stub); or perform all the underground work associated with this FDC line?
 - Answer: The Fire Protection PTC shall make the installation of both systems to 5'-0" outside of the building line, per 01011.28-2.2.
 - 4. Question: Referring to the Preliminary Schedule; was the intent to allow the Trade Package .28 (Fire Protection) contractor to install their fire mains and earthquake bracing (but not the fire sprinkler lines and drops) prior to the Trade Package .18 (Fire Proofing)?
 - Answer: The intended typical sequence on the Preliminary Master Schedule allows for deck inserts before the concrete deck pour and beam hangers / straps before the fireproofing. This sequence is further described in Scope of Work item 01011.28-3.56.

ADDENDUM NO. 6

- 5. Question: Can the fire proof patching at the earthquake brace swivel attachments be addressed as part of the Trade Package .18 (Fire Proofing) \$25,000 Patching Allowance; or as a back charge the Trade Package .28 contractor will need to build into their bid?
 - Answer: No, the Fireproofing patching allowance may not be used by any PTC for their means and methods. See scope of work item 01011.28-3.56.
- 6. Question: Trade Package .28 (Fire Protection) Scope of Work Rebid, Section 01011.28 Part 2.8 states a representative shall be present at all concrete pours to ensure imbeds, inserts, sleeves and stub ups remain correct. Section 13921 Part 3.2 refers to the concrete bases for the fire pump, jockey pump and controllers. Are these concrete bases the responsibility of the Trade Package .28 (Fire Protection) contractor or the Trade Package .4 (Structural Concrete and Shot Crete) contractor?
 - Answer: The Concrete PTC shall place and finish the concrete housekeeping pads per 01011.04-2.5. The fire protection PTC shall provide all concrete inserts per 01011.28-2.7.
- 7. Question: Section 13915 Part 1.1 B 12 states to "Paint all exposed fire sprinkler piping in accordance with Section 09910 requirements." The Scope of Work for Trade Package .25 Painting, Section 01011.25 Part 2.7 call for "painting of MEP items where indicated on Architectural Drawings". Is the Trade Package .28 (Fire Protection) contractor to include additional painting of the exposed fire sprinkler system and standpipe system piping where not covered in Trade Package .25 scope?
 - Answer: The Painting PTC shall paint the MEP items where indicated on Architectural Drawings Finish Schedule, sheet A9.1.1. The other exposed sprinkler pipe can remain unpainted.
- 8. Question: Refer to Scope of Work Trade Package .28 Rebid, Section 01011.28 Part 3.2. In order to estimate the number of meeting days and hours needed for the foreman and superintendent to attend these required PTC and coordination meetings: A) How long is the weekly PTC meetings intended to be? B) How long is the coordination meetings intended to be? How many coordination meetings are anticipated? C) What week are the PTC and coordination meetings scheduled to begin for the Trade Package .28 contractor? D) Will the PTC and coordination meetings be held the same day of the week or on separate days of the week?
 - Answer: Bidders should review specification 01311- Project Meetings. The intent is to coordinate meeting dates and meeting length to minimize time away from field supervision and other project administrative activities. Most meetings will be between 1 2 hours. At a minimum, PTC should attend the weekly PTC meeting any time they have work on the six week look-ahead schedule.
- 9. Question: If the freeze protection conduit require painting and conduit identification, is this the responsibility of the Trade Package .28 (Fire Protection) contractor of the Trade Package .25 (Painting) contractor?
 - Answer: The Fire Protection PTC installation shall comply with NFPA 72. The conduit should be painted in areas as defined by the Finish Schedule (A9.1.1) by the Painting PTC.
- 10. Question: We have not been able to identify the changes between the original Bid Package .28 and the Bid Package .28 Rebid. What are the differences between the two packages?
 - Answer: All of the re-bid changes can be found on the new bid form. There are no changes to the drawing or the scope of work from the original bid (unless detailed in this addendum 6).
- 11. Question: RE: specification 13969, item 3.7D: Full discharge testing is not a requirement of NFPA 2001 and adds a considerable expense to the cost of the installation as items D, E and F would not be required. Are testing requirements of NFPA 2001 acceptable for this system?
 - Answer: Test FM 200, Clean Agent system, in accordance with NFPA 2001 requirements.

- 12. Question: Refer to Section 13967 Clean Agent Extinguishing System Part 3.09 Demonstration B. Discharge Testing of FM-200 systems are very uncommon and very expensive. The NFPA 2001 (Standard on Clean Agents) recommends conducting an Enclosure Integrity Test/Room Pressurization Test instead of a full discharge test. Will a discharge test be required? If a discharge test is required and the test does not pass the concentration test due to leakage in the protected room, who is responsible to pay for any additional discharge tests?
 - Answer: We do not require a discharge test using actual Clean Agent. We will however do a small discharge test using Nitrogen and bagging the nozzles with balloons to verify activation, without actual Clean Agent Chemical. We will require conducted an enclosure Integrity test per NFPA 2001.
- 13. Question: If a full discharge test is required, which PTC is responsible to seal the room? If the initial full discharge test is not acceptable by the Fire Marshal, is the Fire Protection PTC to include all additional retesting required to meet the fire marshal's acceptance?

Answer: Full discharge is not required per the response to RFI 11.

14. Question:Refer to Section 13967 – Clean Agent Extinguishing System Part 3.09 Demonstration D, E & F. Please confirm these would not be required if a discharge test is not required.

Answer: These would not be required.

- 15. Question: Refer to Section 13967 Clean Agent Extinguishing System Part 1.10 Extra Materials A.4. It is unusual to have additional extinguishing agent as an Extra Material. This is a very expensive Extra Material item and is something not easily stored. Will this item be required? If so, is the intent to provide this item as a loose spare tank with the clean agent; or as a connected reserve container full of clean agent and a main/reserve switch?
 - Answer: I am not certain I fully understand the term "extra material". If this means having an extra supply of Clean Agent Chemical on-site, or provided to the UC after construction, I agree that this is not necessary. The only chemical that needs to be provided is that necessary for operation of the system.
- 16. Question: Section 13921 Electric Drive, Centrifugal Fire Pumps call out Section 16140 "Wiring Devices" as Related Work. Is the wiring of the fire pump, jockey pump, controllers and transfer switch in the scope of the Trade Package .28 (Fire Protection) contractor or the Trade Package .31 (Electrical) contractor?
 - Answer: Final electrical connection will be by the Electrical PTC. The Fire Protection PTC shall provide all electrical, not shown on the electrical drawings, and that is required for the correct function of the complete fire protection systems. The Fire Protection PTC should reference scope of work items 01011.28-2.15 & 2.18.
- 17. Question:Sheets F2.1 (Sheet Note 20), F2.2 (Sheet Note 12, and F2.3 (Sheet Note 12) require power junction boxes with power to connect the heating cables. We do not see these junction boxes in the electrical drawings. Is the conduit, wire and junction boxes from the "Freeze Protection Panel(s)" to the junction boxes identified on these F drawings the responsibility of the Trade Package .28 (Fire Protection) contractor or the Trade Package .31 (Electrical) contractor?
 - Answer: All Sheets F2.1 (Sheet Note 20), F2.2 (Sheet Note 12, and F2.3 (Sheet Note 12) required power junction boxes with power to connect the heating cables are the responsibilities of the Trade Package .28 (Fire Protection) contractor. The conduit, wire and junction boxes from the "Freeze Protection Panel(s)" to the junction boxes identified on these F drawings are the responsibility of the Trade Package .28 (Fire Protection) contractor.

- 18. Question:Please clarify the statement in Section 13915 Part 1.1 C. With respect to wiring of any fire alarm initiating devices, monitoring devices and control panels (fire pumps, transfer switch, pre-action, fm-200, water mist, freeze protection), where does the responsibility of the Trade Package .28 (Fire Protection) begin and the responsibility of the Trade Package .31 (Electrical) contractor end?
 - Answer: Final electrical connection will be by the Electrical PTC at the point of connection shown on the electrical drawings. The Fire Protection PTC shall provide all electrical, not shown on the electrical drawings, and that is required for the correct function of the complete fire protection systems. The Fire Protection PTC should reference scope of work items 01011.28-2.15 & 2.18.
- 19. Question: Is the Trade Package .28 (Fire Protection) contractor's Scope of Work to include the detection (releasing) systems related to the Pre-action Systems, FM-200 System and Water Mist System, or are they part of the fire alarm system (Trade Package .31) scope of work? If part of the Trade Package .28 (Fire Protection) Scope of Work, does the Trade Package .31 (Electric) contractor bring power, conduit, wire and hook ups to the panels?
 - Answer: All work specified in 13967 & 13969 shall be provided by the Fire Protection PTC. Final electrical connection will be by the Electrical PTC. The Fire Protection PTC shall provide all electrical, not shown on the electrical drawings, and that is required for the correct function of the complete fire protection systems.
- 20. Question: RE: specification 13921, item 2.2B, Item 3.2, Item 3.3 thru 3.5 and detail 8/P6.1: These items address differently the installation of the fire pump and it's accessory devices: Item 2.2B calls for a common fabricated base for all of the components while the remaining items and detail 8/P6.1 address the installation of individual / loose components. Is the installation of individual components as shown in detail 8/6.1 acceptable?
 - Answer: The fire pump and its accessories are not on a common fabricated base. Only the fire pump and its motor are to be on a common base. The fire pump test loop is separately installed and supported.
- 21. Question: The Fire Pump Schedule on sheet P0.1 states the fire pump is to be "Skid Mounted". Section 13921 – Electric Drive, Centrifugal Fire Pumps does not mention "Skid Mounted". Sheet E2.0E does not show the fire pump and jockey pump controllers in locations found with "skid mounted" configurations. Is the fire pump for this project required to be "skid mounted"?
 - Answer: Fire pump and motor are base mounted. Control panels are separately located as shown in Detail 5 / P6.1.
- 22. Question: Refer to Scope of Work Trade Package .28- Rebid, Section 01011.28 Part 2.16. CBC Section 1413.1 (2010 Edition) only states "not less than one standpipe shall be provided for use during construction". How many temporary standpipes does the UC Merced Campus Fire Marshal require for this project? If more than one, will they be required to be interconnected?
 - Answer: Because of the building configuration, **two standpipes must be provided**. These are to be temporary Class I standpipes and do not need to be interconnected.
- 23. Question: The Freeze Protection Heat Trace Tape occurs on three (3) different floors. Sheet E3.1B shows a location for a "Freeze Protection Panel" near column lines 9 and B.9. Is this the only required "Freeze Protection Panel", or is one required for each floor? If there is to be a "Freeze Protection Panel" for each floor, could you identify where each panel is to be located?
 - Answer: Only one control panel is required. Provide 208V-1 phase power, and freeze protection cables are 208V 1 phase.

ADDENDUM NO. 6

SCIENCE AND ENGINEERING BUILDING 2 UNIVERSITY OF CALIFORNIA, MERCED

24. Question: Is the Trade Package .28 (Fire Protection) Contractor to provide the Freeze Protection Panel(s) identified in question 23 above?

Answer: Yes. Freeze protection is a part of Section 13915 work.

25. Question: Is the Heat Trace Cable Meggering Testing part of the Trade Package .28 (Fire Protection) scope of work or part of Trade Package .33 (Testing and Balancing) scope of work?

Answer: Heat trace testing is part of the Fire Protection PTC's work.

26. Question: 1" fiberglass insulation is required for the listing of the Heat Trace Cable. Is the 1" insulation on the Heat Trace Cable protected piping part of the Trade Package .28 Scope of Work?

Answer: Yes, the Fire Protect PTC shall provide 1" thick insulation.

27. Question: Will a protective jacket (such as aluminum or PVC) be required for the 1" pipe insulation since these lines are located in a non-conditioned environment?

Answer: Yes, the Fire Protection PTC shall provide PVC jacket for insulation.

28. Question: Refer to Sheet F2.1 Note 14 with respect to the Water Mist Extinguishing System (Section 13969). Note 14 is found in two different locations on sheet F2.1. Is the intent to have a remote panel at column lines 9 and B.9 (near the other panels) and have the water mist equipment near column lines 12 and D?

Answer: There is only one Water Mist panel, and it is at lines 12 / D.

III. BIDDING/CONTRACT DOCUMENTS AND DIVISION 1 SPECIFICATIONS

A. Re-Issue the following BID FORM:

 BID FORM 01011.01
FOR THE FOLLOWING WORK:
ALL DEMOLITION, EARTHWORK, PAVING, SHORING AND TIE DOWNS AND ASSOCIATED WORK AS DEFINED IN SECTION 01011.01
SCOPE OF WORK - DEMOLITION, EARTHWORK, PAVING, SHORING AND TIEDOWNS.
Replace pages 1 through 11
Bidder for this trade package work shall use Addendum 6 BID FORM.

UNIVERSITY OF CALIFORNIA, MERCED

By: University of California, Merced University's Representative

Wenbo Yuan Sr. Project Director

End of Addendum No. 6

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LF/MPT January 11, 2012

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PROJECT NO.: 900020

SCIENCE AND ENGINEERING BUILDING 2 UNIVERSITY OF CALIFORNIA, MERCED MERCED, CALIFORNIA

REVISED (ADDENDUM 6) BID FORM REBID

FOR:

PROJECT NO. 900020 SCIENCE AND ENGINEERING BUILDING 2

UNIVERSITY OF CALIFORNIA MERCED CAMPUS, MERCED COUNTY MERCED CALIFORNIA

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

FOR THEALL DEMOLITION, EARTHWORK, PAVING, SHORING ANDFOLLOWINGTIEDOWNS AND ASSOCIATED WORK AS DEFINED IN SECTIONWORK:01011.01 SCOPE OF WORK – DEMOLITION, EARTHWORK,
PAVING, SHORING AND TIEDOWNS

BID FROM:	(Name of Fir	m Submitting Bid)	
	(ddress)	
	(2)	(duress)	
	(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.June 6, 2011Bid Form (REBID) – Demolition, Earthwork, Paving, Shoring and Tiedowns
01011.01Revision: 401011.01LF: BID-FORMAddendum #6Page 1 of 11

1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that a) Bidder and all Subcontractors, regardless of tier, has 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. 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 in accordance with the Master Project Schedule to be developed, maintained and updated by the University's Representative's Consultant (McCarthy Building Co. Inc., Construction Manager). Bidder agrees to fully complete the Work within the Contract Time.

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 the Advertisement for Bids. 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



Bidder shall also include in the LUMP SUM BASE BID the following allowance:

<u>\$35,000.00</u> for ALLOWANCE No. 01 – DEMOLITION, EARTHWORK, PAVING, SHORING AND TIEDOWNS:

Include an allowance of <u>thirty five thousand dollars (\$35,000.00)</u> for additional work associated with this trade required during the progress of work.

5.0 SELECTION OF APPARENT LOW BIDDER

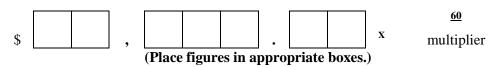
Refer to the Instructions to Bidders for selection of apparent low bidder.

6.0 UNIT PRICES (NOT USED)

7.0 **DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS**

Bidder shall determine and provide in the space below, the daily rate of compensation for any compensable delay caused by University at any time during the performance of the Work:

(MINIMUM AMOUNT ALLOWED IS \$1.00)



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

8.0 ALTERNATES (NOT USED)^(ADD#6)

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 #12

DESCRIPTION: Deduct Requirement to remove Shoring

Add or Deduct

	\$,	 	 •	
						

<u>No Change: Bidder will perform this Alternate without change to Contract Sum</u> (ADD#6)

9.0 LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the Work: (Yes or No)

If yes, provide in the spaces below (a) the name and the location of the place of business 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, specifically 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 1/2 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.

	Subcontractor				
Work Activity	Name	Location (City)			

(Note: Add additional pages if required.)

10. 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 1/2 of 1% of Bidder's Total Bid.

		Subcontractor		
Alternate No.	Work Activity	Name	Location (City)	

(Note: Add additional pages if required.)

11.0 SCOPE OF WORK

Bidder includes the scope of work as defined in Specification Section <u>01011.01 – DEMOLITION</u>, <u>EARTHWORK, PAVING, SHORING AND TIEDOWNS</u>

12.0 BIDDER INFORMATION

TYPE OF ORGANIZATION:

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

If a corporation, corporation is organized under the laws of: the State of._____

NAME OF PRESIDENT OF THE CORPORATION:

NAME OF SECRETARY OF THE CORPORATION:

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

CALIFORNIA CONTRACTORS LICENSE(S):

(Name of Licensee)

(License Number)

(Classification)

(Expiration Date)

(For Joint Venture, list Joint Venture's license and licenses for all Joint Venture partners.)

13.0 BIDDER QUALIFICATIONS

Bidder must complete the information listed below and submit this Bidder Qualification Form with the bid. Bidder's failure to submit this form shall be considered nonresponsive and the Bid shall be rejected. Bidder's failure to meet the minimum requirements listed below shall be determined as the firm not being qualified to bid and the bid shall be rejected as non-responsive.

A. SAFETY PROGRAM (NOT USED)

B. LIST TWO COMPLETED PROJECTS BY BIDDER:

List two (2) projects of similar size, scope and complexity performed and completed by Bidder within the last 5 years with a final contract value of at least 50% of the value of this Trade Package that demonstrates as the Prime Contractor prior success, experience and competency with this "Scope of Work".

Project #1 (valued at least 50% of the value of this Trade Package)

Project Name:	
Project Address:	
Owner's Name:	
Owner's Contact Person:	Phone No
General Contractor:	
General Contractor's Contact Person:	Phone No
Original Contract Sum:	Completion Date:
Description of the Work:	
_	

Project #2 (valued at least 50% of the val	ue of this Trade Package)
Project Name:	
Project Address:	
Ouroraria Nama	
Owner's Name:	
Owner's Contact Person:	Phone No
General Contractor:	
General Contractor's Contact Person:	Phone No
Original Contract Sum:	Completion Date:
Description of the Work:	

All information requested above must be provided or your bid shall be deemed non-responsive.

C. LIST ONE COMPLETED PROJECT BY BIDDER'S FIELD SUPERINTENDENT:

List one similar project completed within the last 5 years, valued at least 50% of the value of this Trade Package, by the below listed Field Superintendent that demonstrates prior experience regarding this "Scope of Work":

Phone No
Phone No
Phone No
Completion Date:

*Proposed Field Superintendent must be approved by the University Representative prior to execution of the Contract and issuance of the Notice to Proceed. Substitution of Bidder's Field Superintendent is not allowed unless approved by the University Representative. The substituted Field Superintendent is to possess experience equal to or exceeding previously listed superintendent.

All information requested above must be provided or your bid shall be deemed non-responsive.

14.0 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.

15.0 DECLARATION

I,		_ (Printed name), hereby declare that I
am the	(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 bidders 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 an advantage against the public body awarding the contract of anyone interested in the proposed contract' that all statements contained in the bid are true; an, 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 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 subscribed at:		_ (Name of City if within
a City, otherwise Name of County), in the State of	, on	(Date).

(Signature)

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EXHIBIT 1B

DECLARATION OF CONTRACTOR / SUBCONTRACTOR MINIMUM OCCUPATIONAL SAFETY AND HEALTH QUALIFICATIONS

CERTIFICATION PURSUANT TO GOVERNMENT CODE SECTION 4420

The minimum occupational safety and health qualifications for each Contractor and Subcontractor are as follows:

- 1) Contractor/Subcontractor has no serious and willful violations of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code during the five (5)-year period prior to execution of this certification.
- 2) Contractor/Subcontractor has maintained a Workers' Compensation Experience Modification Rate (EMR) that averages <u>below 1.25</u> for the past three years. If Contractor/Subcontractor has been in business for less than three years, then they must have maintained a workers' compensation Experience Modification Rate (EMR) that averages below 1.30 for all years they have been in business.
- 3) Contractor/Subcontractor has instituted an injury prevention program pursuant to Section 3201.5 or 6401.7 of the Labor Code and will provide University with a complete copy upon request.

The undersigned certifies that (1) it meets the minimum occupational safety and health qualifications set forth above and, (2) declares, under penalty of perjury, that the foregoing is true and correct.

Firm Name:			
classification(s)] Firm Address:			[List California license
Printed Name:		Title:	
Signature:		Date:	
This declaration was	duly executed on the a	above listed date at:	
	/_		/
	(if within a city)	County	State
March 2, 2011 UCIP			Exhibit 1B
June 6, 2011 Revision: 4	Bid Form (REE	BID) – Demolition, Ear	rthwork, Paving, Shoring and Tiedowns 01011.01

LF: BID-FORM