

Project Name: University of California, Merced
Central Plant/Telecommunications Reliability Upgrade
Project No.: 900310

Addendum No. 1
to the
CM at Risk Contract Documents
April 9, 2014

Bids Due
April 22, 2014

- 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 CM at Risk Contract Documents and modifies the original Bidding Documents. The following changes, additions, or deletion shall be made to the following documents as indicated and all other CM at Risk Contract Documents shall remain the same.

- II. CM at Risk Contract Documents and Division 1 – Volume 1
- A. Table of Contents
 - B. Announcement to Level 2 Prequalified Bidders
 - i. Add 2.2.1.2.a: **Included in the Phase 1 fee is Laser Scanning Allowance of \$30,000. Refer to Supplementary Instructions to Bidders for more information.**
 - ii. Correct the bid due date: ~~April 15, 2014~~ **April 22, 2014**
 - C. Supplementary Instruction Bidders
 - i. Add 2.a: **Included in the Phase 1 fee is Laser Scanning Allowance of \$30,000 to assist in verification and updating of as-built documents.**
 - D. Bid Form
 - i. ~~Strike Allowance No. 3: \$40,000 for Allowance No. 3 as identified in Section 01-21-00~~
 - E. Best Value Evaluation Questionnaire
 - i. Revise 2.A.a: Experience with either CM at Risk, Design/Build, **Design Assist** or CM/Multiple Prime Delivery Method (1 page maximum)
 - ii. Revise 2.A.a.i: Bidder is to provide a minimum of one (1) example project that they were the CM/Contractor, Design/Builder, **Design Assist Contractor** or CM/Multiple Prime. The following order describes the rank at which each of these Project Contracting Methods will be scored: CM at Risk (highest); Design/Build; **Design Assist**; CM/Multiple Prime (lowest).
 - iii. Revise 2.A.c.iii: If Bidder was in CM at Risk, Design/Build, **Design Assist** or CM/Multiple Prime capacity...
 - iv. Revise 2.A.d.iii: If Bidder was in CM at Risk, Design/Build, **Design Assist** or CM/Multiple Prime capacity...
 - v. Revise 2.A.f.ii: If Bidder was in CM at Risk, Design/Build, **Design Assist** or CM/Multiple Prime capacity...

- vi. Revise 3.A: Pre-Construction Management Approach and Competency (9-7 pages maximum)
- vii. Strike 3.A.c.i: ~~Samples Required as Attachment to Narrative 3.A.c:~~
- viii. Add 3.D.a.i.3: **Documents (can be excerpts) correlating constructability and construction schedule.**

F. Allowances 01 21 00

- i. Strike 1.2.3: ~~Allowance No. 3 Laser Scan \$50,000 for Laser Scan of existing conditions to assist in verification and updating as-built documents. Include this amount in the lump sum base bid.~~

III. Clarifications

A. Pre-Bid Questions

- 1. Q: In order to receive an accurate bond premium for our submission we need to know the value of underground work. Since we do not have a full scope outlined/depicted, does the University have a budget for the waterline work that we can use for the time being?

A: The estimated value of the underground work for CPTU is \$390,000.

- 2. Q: In the Advertisement for Bids, the due date is listed as April 22, 2014 at 2pm. In the Announcement to Level 2 Prequalified Bidders, page 3, the due date is listed as April 15, 2014 at 2pm. Can you confirm the correct due date?

A: The due date listed in the Advertisement for Bids is correct. The due date is April 22, 2014 at 2pm. The Announcement to Level 2 Prequalified Bidders will be revised to reflect the correct date.

- 3. Q: Can you please confirm the due date and time for our final proposal? Thank you.

A: Please reference response to RFI 2.

- 4. Q: Regarding the definition of a CM at Risk, design assist contract is similar to CM at Risk contract. We have experience working with an Owner through preconstruction providing budgeting, scheduling, constructability, subcontractor outreach/packaging and working collaboratively with the designers. And then we built the projects either through a lump sum of GMAX contract. Will the University accept this work as similar to CM at Risk?

A: Design Assist contracts that have both a preconstruction services component and construction component will be considered similar to CM at Risk for the purposes of Section 2.A.a. See revised Best Value Questionnaire (BVQ) Section 2.A.a.

- 5. Q: On page 3 of the BVQ, should the lettering be changed [from lowercase series to uppercase series]?

A: Letter of the BVQ will remain.

- 6. Q: On page 3 and 4 of the BVQ, bidder to address items D, E, F and G in one of their example projects. Is that the correct interpretation?

A: Bidder is to address items 2.A.c-f of the BVQ in one of their example projects. It is not required that one single example project address all items, however, each item needs to be addressed in one of the example projects provided by the Bidder.

7. Q: In the Demonstrated Management Competency Section, each of the sections contain ½ page of narrative with samples not to exceed the pages specified. Is that the correct interpretation? For example, please clarify for Preconstruction Management Approach and Competency the reference to a 9 page maximum for this section, the 2 pages maximum reference at the end of the same paragraph.

A: In the Demonstrated Management Competency Section each of the sections contain ½ page of narrative with samples not to exceed the pages specified is the correct interpretation. For example, the referenced Preconstruction Management Approach and Competency (BVQ 3.A) allows for 9 pages maximum to effectively supply samples/excerpts for items 3.A.a-d. Furthermore, 4 narratives are requested in 3.A, which at ½ page each, should result in only 2 pages of narrative for 3.A.a-d. These 2 pages of narrative are in addition to the maximum allowable pages for samples/excerpts. This interpretation of page count is typical for the entirety of Part 3 of the BVQ.

8. Q: In the Demonstrated Management Competency Section, Section [3.A.c] – Site Logistics Plan – Do you want the narrative and examples to be written about the UC Merced Central Plant project? Or one of our example projects?

A: BVQ Section 3.A.c to be revised to remove required sample (3.A.c.i). The Site Logistics Plan Narrative is to be written about the UC Merced Central Plant project.

- IV. Technical Narratives
A. None
- V. Drawing Sheets
A. None

University of California, Merced

**By: University of California, Merced
University's Representative**

Michael Chow
Director of Design & Project Management

End of Addendum No. 1

**CM at Risk Contract Documents
TABLE OF CONTENTS**

Volume 1 of 1

Cover Page

CM at Risk Contract Documents Table of Contents – Add No. 1

Advertisement for Bids

Announcement to Level 2 Prequalified Bidders – Add No. 1

Project Directory

Instructions to Bidders

Supplementary Instructions to Bidders – Add No. 1

Information Available to Bidders

List of Level 2 Prequalified Bidders

Bid Form – Add No. 1

Bid Bond

Best Value Questionnaire – Add No. 1

Agreement

General Conditions

Supplementary Conditions

Exhibits

Division 1 Specifications

Technical Narrative

Drawings

Division 1 Specifications

Section	01 11 00	Summary of Work
	01 21 00	Allowances – Add No. 1
	01 22 00	Unit Prices – NOT USED
	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
	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
	01 57 23	Storm Water Pollution Prevention
	01 60 00	Product Requirements

- 01 71 23 Field Engineering
- 01 73 23 Supporting from Building Structure
- 01 73 29 Cutting, Patching, and Matching
- 01 73 35 Selective Demolition
- 01 74 19 Site Waste Management Program
- 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
- 01 81 13 LEED™ Requirements
- 01 81 13.1 LEED Requirements Score Card
- 01 91 00 Commissioning
- 01 92 00 Operating and Maintenance

Technical Narrative

AEI Technical Narrative

March 31, 2014

List of Drawings

Sheet #	Sheet Description	Phase	Rev	Date
1	CENTRAL PLANT COMPLETION	100% SD	0	3/27/2014
2	CENTRAL PLANT COMPLETION	100% SD	0	3/27/2014
3	CENTRAL PLANT COMPLETION	100% SD	0	3/27/2014
4	CENTRAL PLANT COMPLETION	100% SD	0	3/27/2014
5	CAMPUS EMERGENCY POWER	100% SD	0	3/27/2014
6	TELECOMMUNICATIONS RELIABILITY UPGRADE	100% SD	0	3/27/2014
7	TELECOMMUNICATIONS RELIABILITY UPGRADE	100% SD	0	3/27/2014

ANNOUNCEMENT TO LEVEL 2 PREQUALIFIED BIDDERS

1.0 INTRODUCTION

- A. The University of California, Merced has completed Level 1 & 2 Prequalification for the subject project. The Advertisement for Bids and this Announcement to Level 2 Prequalified Bidders establishes the requirements for sealed bids, which will only be accepted from Prequalified Bidders.
- B. The Bidding Documents will be made available on April 1, 2014 at the address below. One complete set of bidding documents will be available free of charge. Contact Bright Dart at www.ucmercedplanroom.com to order plans or call them at (209) 385-3800. Additional sets may be purchased at cost. A Planholder's List is available at Bright Dart. Bid Results will be available on our website at <http://www.ucmerced.edu/community/rfprfq.asp> or by calling (209) 288-4479. A Planholder's List is available at Bright Dart. Bid Results will be available on our website at <http://www.ucmerced.edu/rfp-rfq.asp> or by calling (209) 228-4479. Electronic documents will be available through the University's ShareFile at <https://ucmerced.sharefile.com>.

1.1 PURPOSE

- A. The University's primary objective in utilizing the CM/Contractor approach for this project is to bring the best available construction management, construction experience and expertise together to work with the University and its Design Professional, as a team to successfully meet the unique challenges presented by this project.

1.2 PROJECT OVERVIEW - CM/CONTRACTOR CONTRACT PROVISIONS SUMMARY

- A. The University will retain a contractor, through competitively bidding the Project, to provide Pre-Construction Services during the Project design period and to act as a general contractor to construct the Project as the design is completed. The pre-construction services during design are referred to in the Contract Documents as Phase 1; the construction period is referred to as Phase 2.
- B. The CM/Contractor, after authorization by the University, will competitively bid the various Bid Packages representing the Construction Work required to complete the Project. The Contract provides the specific competitive bidding requirements. After approval by the University, the Bid Packages will be incorporated into the Contract by Contract Amendment, and the Contract Sum will be increased accordingly. No Contract Time will be added with the incorporation of Bid Packages. No cost for Subcontractors performance or payment bonds, or insurance in lieu thereof will be included in Contract Amendments.
- C. The amount the CM/Contractor will be paid for pre-construction services during Phase 1 is established in the Contract Documents. The Phase 1 scope of services is defined in the Scope of Work exhibit.
- D. The Option Sum – Phase 2 Bid by the CM/Contractor shall represent all costs for CM/Contractor's Base Fee, General Conditions Work, and all other costs to construct the Project as a general contractor. The CM/Contractor's Base Fee is defined in the Contract Documents, and it is the amount included by the

CM/Contractor in his Option Sum – Phase 2 Bid and will compensate the CM/Contractor for all adjustments in the Contract Sum up to the Maximum Anticipated Contract Value. No CM/Contractor Fee will be provided to the CM/Contractor as a result of Change Orders, Contract Amendments, Bid Packages, or through any other means, until the Contract Sum exceeds the Maximum Anticipated Contract Value. If the Contract Sum does exceed the Maximum Anticipated Contract Value, entitlement to CM/Contractor Fee will be afforded only pursuant to the provisions of Article 7 of the General Conditions.

- E. The minimum General Conditions Work is defined in the exhibits; CM/Contractor shall provide all General Conditions Work to complete the project. The minimum items of General Conditions Work that the CM/Contractor will be expected to make available to its Subcontractors are defined in the Exhibits. This list will be required to be included with all Bid Packages so Subcontractors understand what minimum General Conditions Work items will be provided by the CM/Contractor.
- F. The Contract provides for a University Option for Phase 2 Work. The Phase 2 Work may start prior to the completion of Phase 1 so long it is not earlier than the specified Design/Construction Overlap Duration. In the event that there is overlap, or “fast track” design/construction is utilized, the Contract Time will be the time allotted for Phase 2, plus the time used for Phase 1. The Phase 1 Pre-Construction Services shall continue into Phase 2, as the design work requires.
- G. Bid Security will be returned after the contract has been awarded. Notwithstanding the preceding, if a Bidder fails or refuses, within 10 days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents, the University will retain that Bidder’s Bid Security. University will retain the Bid Security of the successful Bidder until CM/Contractor has furnished the Performance and Payment Bonds required by Article 11 of the General Conditions. Failure to furnish Performance and Payment bonds may result in the assessment of liquidated damages.
- H. If the Contract Time is extended (as allowed by the Contract Documents), the CM/Contractor may be entitled to additional compensation at the daily rate for Compensable Delay as provided in the Agreement.
- I. The provisions herein are in summary form only. The CM/Contractor shall in all cases review the CM/Contractor Contract Documents for specific requirements. If there are conflicts between the provisions herein and any other Contract Documents the provisions therein shall govern.

2.1 GENERAL REQUIREMENTS

The successful CM/Contractor shall be responsible for providing the Pre-Construction Services and Construction Work as indicated below and described in greater detail in the Contract Documents.

The University will award to the successful CM/Contractor a contract for Preconstruction Services with a University Option for Construction. The Contract Time for the completion of the Phases shall be as indicated in the Agreement. Liquidated damages will be assessed per the Contract Documents.

2.2 WORK PHASES

The successful CM/Contractor shall be responsible for providing Pre-Construction Services (Phase 1), and Construction Work (Phase 2). Construction Work under Phase 2 will only commence if the University elects to exercise its Options for this Phase.

2.2.1 Preconstruction Services – Phase 1

The selected CM/Contractor shall be responsible for the Preconstruction Services for the project as identified in the CM/Contractor Contract.

2.2.1.1 The Preconstruction Services shall include (at a minimum) the following:

- a. Development of construction schedule.
- b. Cost Estimates
- c. Constructability Reviews
- d. Development of Standard and Design Assist Bid Packages
- e. Bid Package Bidding
- f. Any other Services specified in Scope of Work Exhibit 37

2.2.1.2 University has established the fee for Phase 1 as Two Hundred and Twenty Thousand Dollars (\$220,000).

a. Included in the Phase 1 fee is Laser Scanning Allowance of \$30,000. Refer to Supplementary Instructions to Bidders for more information.

2.2.2 Construction Work - Phase 2

If the University exercises its Option for Phase 2, upon Notice to Proceed from the University, the CM/Contractor shall be responsible for the construction of the Project.

The Option Sum will be the amount bid for CM/Contractor Base Fee and General Conditions. Construction Work will be added through the bidding and award of Bid Packages by the CM/Contractor using procedures required of the University under state law. The Bid Packages will be added to the Contract Sum by Contract Amendment after the lowest, responsible, responsive bidder has been identified.

Bids will only be received at: **UNIVERSITY OF CALIFORNIA, MERCED**
(Hand & Overnight Delivery ONLY) **Design+Construction**
767 E Yosemite Ave, Suite C
Merced, CA 95340

OR by US Mail at: **UNIVERSITY OF CALIFORNIA, MERCED**
Design+Construction
5200 N Lake Road
Merced, CA 95343

Bids must be received before: **2:00PM**
April 15, 2014 April 22, 2014

Bid Security in the amount of 10% of the Anticipated Contract Value, shall accompany each Bid. The Surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in California Code of Civil Procedure Section 995.120).

The successful Bidder and its Subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding Documents and to pay prevailing wage rates.

The successful Bidder will be required to have the following State of California Contractor's license current at the time of submission of the Bid:

LICENSE CLASSIFICATION/CODE: A or B

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Contract Time:
 - A. The time allowed for Phase 1 – Pre-Construction Services is 210 days, the “Phase 1 Time.”
 - B. The time allowed for Phase 2 – Construction is 510 days, the “Phase 2 Time.”
 - C. The Design/Construction Overlap Duration is 0 days.

2. Contract Sum:

Contract Sum – Phase 1 is Two Hundred and Twenty Thousand Dollars (\$220,000)

 - a. **Included in the Phase 1 fee is Laser Scanning Allowance of \$30,000 to assist in verification and updating of as-built documents.**

3. Anticipated Contract Value:
 - A. Anticipated Contract Value is \$12,870,000
 - B. Maximum Anticipated Contract Value is \$14,800,000

4. Requests for clarification or interpretation of the Bidding Documents must be in **writing** and received by **Tuesday, April 15, 2014 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 E-Mailed only:**

Jessica Duffy – University of California, Merced
email: jduffy2@ucmerced.edu

Revisions, additions or deletions will be made by written addenda issued by Physical Planning Design & Construction only. Addenda will be issued through University’s ShareFile with notifications to Bidder.

5. The Pre-Bid Conference will be conducted at the time, day, and place indicated in the Advertisement for Bids. Attendance at Pre-Bid Conference is **MANDATORY**.

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

**Hand or Overnight
Delivery Only**

University of California, Merced
767 E. Yosemite Ave.
Merced California 95340

7. Bids will be opened at **2:00PM, April 23, 2014**, at:

Design + Construction
767 E. Yosemite Ave.
Merced California 95340

8. Liquidated damages will only apply if the University exercises its Option for Phase 2. CM/Contractor will be assessed as liquidated damages the sum of **\$2,500.00** for each day the Work remains incomplete beyond the expiration of the Contract Time. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of **\$250.00** per day. See Article 6 of the Agreement for detailed requirements.

9. Unit Prices: University is requesting unit prices on this project. Refer to Instructions to Bidders, Bid Form and Section 01 22 00 - Unit Prices.

10. Paragraph 5.2 “Bid Security” of the Instructions to Bidders is replaced in its entirety with the following revised Paragraph 5.2:

5.2 MODIFICATION OF INSTRUCTIONS TO BIDDERS – BID SECURITY

5.2.1 Each Bid shall be accompanied by Bid Security, in the amount of 10% of the Anticipated Contract Value as security for Bidder's obligation to enter into a Contract with University on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security shall be a Bid Bond on the form provided by University and included herein, or a certified check made payable to “The Regents of the University of California.” When a Bid Bond is used for Bid Security, failure to use University's Bid Bond form, Version B, will result in the rejection of the Bid. Bidders may elect either of the following two methods for submitting a Bid Bond:

If the Bidder submitting Bid Bond Version B is the successful Bidder it will be required to submit, in addition to those items required by paragraph 6.3.5, three originals of its Payment and Performance Bonds in the amount of the Phase 1 Contract Sum. The Bid Bond Version B so submitted will be retained until the successful Bidder submits all required documents and the Contract has been awarded.

5.2.2 If the apparent lowest responsible Bidder fails to sign the Agreement and to furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, University may reject such Bidder's Bid and select the next apparent lowest responsible Bidder until all bids have been exhausted or University may reject all bids. The rejected Bidder shall be liable for and forfeit to University the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the larger amount for which University procures the Work.

5.2.3 If the Bidder is awarded the Contract and fails to furnish the Performance and Payment Bonds, within 10 days of the University's issuance of the Notice of Intent, as required by Article 11 of the General Conditions, unless Bidder has elected to proceed under paragraph 5.2.1.2, University may:

.1 Elect to not exercise its Option for Phase 2 and not award a contract for Construction Work to another contractor, in which case the CM/Contractor shall pay to the University, as liquidated damages, \$250,000, or

.2 Elect to not exercise its Option for Phase 2 and award a contract for the Construction Work to another contractor, in which case the CM/Contractor shall pay to the University, not to exceed the amount of the Bid Security, the difference between the amount of the Option Sum Phase 2 and the larger amount for which University procures the Work, plus liquidated damages at the rate specified in Article 6 of this Agreement, for each day of delay, beyond the 10 days for furnishing Payment and Performance Bonds, in awarding a contract for the Construction Work to another contractor, or

.3 Elect to exercise its Option for Phase 2, after the CM/Contractor furnishes the Payment and Performance Bonds, in which case the CM/Contractor shall pay to the University, not to exceed the amount of the Bid Security, liquidated damages at the rate specified in Article 6 of this Agreement, for each day of delay beyond the 10 days for furnishing Payment and Performance Bonds.

5.2.4 If a Bid Bond is submitted, the signature of the person executing the Bid Bond must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing a notarized signature of the appropriate corporate officer shall be included with the Bid Bond. Additionally, the surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in California Code of Civil Procedure Section 995.120).

5.2.5 Bid Security will be returned after the contract has been awarded. Notwithstanding the preceding, if a Bidder fails or refuses, within 10 days after receipt of notice of selection, to sign the Agreement or submit to University all of the items required by the Bidding Documents, the University will retain that Bidder's Bid Security. If the Bid Security is in the form of a Bid Bond, the Bid Security will be retained until the University has been appropriately compensated; if the Bid Security is in the form of certified check, the University will negotiate said check and after deducting its damages, return any balance to Bidder.

5.2.6 University will retain the Bid Security of the successful Bidder until CM/Contractor has furnished the Performance and Payment Bonds required by Article 11 of the General Conditions.

Section 5.3.1 in the Instructions to Bidders is replaced in its entirety with the following:

5.3.1 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid except for the Best Value Evaluation Questionnaire shall be enclosed in a sealed opaque envelope. The Best Value Evaluation Questionnaire shall be enclosed in a second sealed opaque envelope. Both such envelopes shall be clearly labeled to differentiate the dollar bid envelope from the Questionnaire envelope and both envelopes shall be enclosed in another separate envelope. The envelope shall be addressed to the office designated in the Supplementary Instructions to Bidders for receipt of Bids. The envelope shall be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED ENVELOPE ENCLOSED" on the face thereof.

Section 6.3.2 in the Instructions to Bidders is replaced in its entirety with the following:

6.3.2 University will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents. All Alternates will be included in determining the lowest responsible Best Value Bidder. The evaluation of Alternates to be elected for inclusion in the Contract will be conducted after the lowest responsible Best Value Bidder is selected. After determination of the apparent low Bidder, University will publicly disclose the identity of each Bidder that submitted a Bid and the amount of each such Bid.

Section 6.3.3 in the Instructions to Bidders is replaced in its entirety with the following:

6.3.3 University will determine the low Bidder on the basis of Best Value. The price component of the evaluation will be the sum of the Lump Sum Base Bid plus all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, if any, plus the daily rate for Compensable Delay multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of any Alternates used as a basis of award.

The University will divide each bidder's price by its Qualification Points to determine the cost per quality point or the Best Value Score. The lowest Best Value Score will represent the Best Value Bid.

The Contract Sum will be the sum of the Lump Sum Base Bid and the additive or deductive amounts for all Alternates the University has elected to be included in the Contract Sum as of the time of award.

Section 7.1.1 in the Instructions to Bidders is replaced in its entirety with the following:

7.1.1 Any Bidder, person, or entity may file a Bid protest. The protest shall specify the reasons and facts upon which the protest is based and shall be filed in writing with the Facility not later than 3 business days after the date of the announcement of the apparent Best Value Contractor.

DISCLOSURE – PUBLIC RECORDS ACT

Information submitted by the Bidder shall not be open to public inspection to the extent that the information is exempt from disclosure under the California Public Records Act.

BID FORM

FOR:

PROJECT NO.: 900310
CENTRAL PLANT/TELECOMMUNICATIONS RELIABILITY
UPGRADE

UNIVERSITY OF CALIFORNIA
MERCED CAMPUS, MERCED COUNTY
MERCED, CALIFORNIA

BID TO:

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

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) it, and all Subcontractors, regardless of tier, have 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 represents that the Key Personnel identified in its Prequalification submittal shall be the Bidder's personnel provided pursuant to the corresponding provisions of the contract, if the contract is awarded to the Bidder. 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 for Phase 1 within 210 days after the date of commencement specified in the Notice to Proceed and to complete the Work for Phase 2 within 510 days after the date for commencement specified in the Notice to Proceed if the University exercises its Option for Phase 2.

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 CONTRACT SUM – PHASE 1

The Contract Sum at time of award will be the Phase 1 Contract Sum. See Supplementary Instructions to Bidders for value.

4.0 OPTION SUM – PHASE 2

\$

--	--

 ,

--	--	--

 ,

--	--	--

 •

--	--

(Place figures in appropriate boxes.)

Bidder includes in the Option Sum – Phase 2, the following allowances:

- \$200,000 for Allowance No. 1** as identified in Section 01 21 00.
- \$ 40,000 for Allowance No. 2** as identified in Section 01 21 00.
- ~~**\$ 40,000 for Allowance No. 3** as identified in Section 01 21 00.~~

5.0 SELECTION OF APPARENT LOW BIDDER

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

6.0 UNIT PRICES – N/A

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 for Phase 2. **(MINIMUM AMOUNT ALLOWED IS \$1.00)**

\$

--	--

 ,

--	--	--

 •

--	--

 X 10 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, of the CM/Contractor and all subcontractors, suppliers, persons and entities under CM/Contractor on the Project, including without limitation all subcontractors added by Contract Amendment. 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 - N/A

In order for a Bid to be responsive, Bidder must submit bid for Alternates listed below. The failure to do so shall result in the Bid being rejected as non-responsive.

9.0 LIST OF SUBCONTRACTORS – N/A

Bidder will use Subcontractors for the work included in this bid (Option Sum – Phase 2):

Yes _____

If “Yes”, attach a completed CM/Contractor Expanded List of Subcontractors form.

10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES – N/A

11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION:

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

If a corporation, corporation is organized under the laws:

STATE OF _____
(State)

NAME OF PRESIDENT OF THE CORPORATION:

(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

(Insert Name)

IF A PARTNERSHIP, NAMES AND TITLES OF PERSONS SIGNING THE BID ON BEHALF OF BIDDER AND ALL GENERAL PARTNERS:

PERSONS SIGNING ON BEHALF OF BIDDER:

(Insert Names and Titles)

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 (Select one of the options provided).
2. If "Yes" in 9.0 above, a completed CM/Contractor Expanded List of Subcontractors form.
3. If "Yes" in 10.0 above, a completed CM/Contractor Expanded List of Subcontractors form identified as "LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES".
4. Exhibit 36 of Key Personnel Schedule
5. A completed Best Value Evaluation Questionnaire.

13.0 DECLARATION

I, _____, hereby declare that I am the
(Printed name)

_____ of _____
(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 City, otherwise Name of County), State of _____
_____, on _____.
(State) (Date)

(Signature)

BEST VALUE EVALUATION QUESTIONNAIRE

As used herein, the term “entity” means the prospective bidder submitting this Prequalification Questionnaire regardless of whether the entity is a sole proprietorship, a corporation, joint venture, or partnership. Please note that the term “prospective bidder” may sometimes be used interchangeably with the term “entity.”

SUBMITTED BY:

(Entity Name. If a Joint Venture, state name of JV Entity)

(Contact Name)

(Address)

(City, State, Zip Code)

(Telephone Number) (Facsimile Number)

(E-mail)

Total Points Available – 1000 Maximum

1. FINANCIAL CONDITION

Points – 150 Maximum

The University requires that Bidders provide the following information regarding their financial condition. To verify the following information, each Bidder shall also submit a copy of its latest financial statement, either reviewed or audited in accordance with Generally Accepted Accounting Principles.

Current assets	\$ _____
Current liabilities	\$ _____
Total Revenue	\$ _____
Net Income	\$ _____

Total Debt \$ _____

Total Assets \$ _____

Total net worth \$ _____

NOTE: A financial statement that is not either reviewed or audited is not acceptable.

2. RELEVANT EXPERIENCE

Points – 250 Maximum

A. Demonstrate overall experience of Bidder with the type of construction required for the Project by providing detailed and relevant examples of past Comparable Projects that relate to or are similar in scope/complexity/design to the Project. Bidder is to provide a minimum of three (3) Comparable Projects, with a maximum of five (5). Comparable Project is defined as having all of the following characteristics:

1. A construction cost at the bid date of at least \$6,500,000; and at one (1) of the following locations:
 - a. Active Campus
 - b. Active Hospital
 - c. Active Data Center
 - d. Active Laboratory
 - e. Active Power Plant/Hydroelectric Facility
2. Constructed in the State of California
3. Completed within the last ten (10) years

For each example project, provide a summary page that includes the following information (2 pages maximum):

1. Project Identification
 - a. Project Photos (1/4 page maximum)
 - b. Project Name, Address
 - c. Client Name, Address
 - d. Project Scope, Description noting how it is Comparable per above (1/4 page maximum)
 - e. Project Contracting Method (CM at Risk will be scored favorably)
 - f. List of Subcontractors and Trades
 - g. List of Design Assist Subcontractors and Trades
 - h. List of Self-Performed Trades
2. Project Team: Project Executive, Pre-Construction Manager, Project Manager, Superintendent, and Project Engineer only

- a. List of Project Team Members with Title/Role
 - b. Include checkbox whether the individual is being proposed for the CPTU Project.
- a. Experience with either CM at Risk, Design/Build, **Design Assist** or CM/Multiple Prime Delivery Method (1 page maximum)
 - i. Bidder is to provide a minimum of one (1) example project that they were the CM/Contractor, Design/Builder, **Design Assist** or CM/Multiple Prime. The following order describes the rank at which each of these Project Contracting Methods will be scored: CM at Risk (highest); Design/Build; **Design Assist**; CM/Multiple Prime (lowest).
 - ii. Provide narrative that describes Bidder's roles and responsibilities in the design phase and bidding phase of the project.
 - b. Experience with Relevant Project Scopes (2 pages maximum)
 - i. Bidder is to address all of the following Relevant Project Scopes in one of their example projects. Each Relevant Project Scope can be addressed in separate example projects, however, example projects that address more than one will be scored favorably.
 1. Upgrade to an existing Central Plant Facility with a 4-pipe hydronic system involving chillers and/or cooling towers. Upgrades involving both chillers and cooling towers will be scored favorably.
 2. New or retrofit installation of in-row cooling units for telecommunication racks. Retrofit installation will be scored favorably.
 3. Retrofit installation of emergency generators.
 - ii. For each Relevant Project Scope, Bidder is to provide a narrative that describes the challenges faced and how they overcame them.
 - c. Experience with Working on Active Critical Utilities (2 pages maximum)
 - i. Provide narrative and evidence of experience with working on critical utilities that could not be shut down for a long period of time, or could not be shut down at all. Projects that provide experience with not shutting down critical utilities will be scored favorably.
 - ii. Narrative should address the challenges faced and how the Bidder overcame them.
 - iii. If Bidder was in CM at Risk, Design/Build, **Design Assist**, or CM/Multiple Prime capacity, then narrative and evidence should address how the Bidder communicated this in the bidding documents for its future subcontractors.
 - d. Experience with Working with Undocumented As-Built Conditions (2 pages maximum)
 - i. Provide narrative and evidence of having dealt with either loosely documented as-built conditions or undocumented as-built conditions.

- ii. Narrative should address what steps the Bidder took during construction to mitigate this risk.
- iii. If Bidder was in CM at Risk, Design/Build, **Design Assist** or CM/Multiple Prime capacity, then narrative and evidence should address what steps the Bidder took during design phase and bidding phase to mitigate this risk.
- e. Experience with Design Assist Subcontractors (3 pages maximum)
 - i. Provide narrative and evidence of having worked with Design Assist subcontractors. Experience with Design Assist MEP Subcontractors will be scored favorably.
 - ii. Narrative should demonstrate results of coordination and collaboration process between Design Assist subcontractors, architect, engineers and owner. Include procedures or process that identified issues and outcomes of the process.
- f. Value Engineering Experience (1 page maximum)
 - i. Provide narrative and evidence of value engineering/cost savings/schedule savings recommended and implemented by Bidder during construction phase.
 - ii. If Bidder was in CM at Risk, Design/Build, **Design Assist** or CM/Multiple Prime capacity, then narrative and evidence should address the value engineering/cost savings/schedule savings recommended and implemented by Bidder during design phase.

3. DEMONSTRATED MANAGEMENT COMPETENCY

Points – 300 Maximum

Where narratives are requested for this section, each shall be no more than half page in length. Where samples are requested, provide copies of documents from the example project. It is preferred that all documents refer to the same example projects documented in Section 2. The project team member who generated the document must be identified (Name, Title/Role).

- A. Pre-Construction Management Approach and Competency (9 7 pages maximum)
 - a. Narrative describing Bidder's proposed Subcontractor Outreach Program for the CPTU Project. Specifically describe how Bidder will address the disjointed/unrelated scopes of work within the CPTU Project. (2 pages maximum)
 - i. Samples Required as Attachment to Narrative 3.A.a:
 - 1. Outreach Program Documentation used for soliciting subcontractors, including a copy of the log demonstrating outreach by trade.

2. List of Subcontractors prequalified to bid on the example project, bidders and number of bids received for all major trades.
 - b. Narrative describing Bidder's proposed Risk Management for the CPTU Project. Specifically describe how Bidder will address the disjointed/unrelated scopes of work within the CPTU Project, and how it will manage risk across multiple scopes. (2 pages maximum)
 - i. Samples Required as Attachment to Narrative 3.A.b:
 1. Project-based risk assessment materials used at key progress milestones.
 - c. Narrative describing Bidder's proposed Site Logistics Plan, materials storage, temporary facilities, large or long lead items, etc. (2 pages maximum)
 - ~~i. Samples Required as Attachment to Narrative 3.A.c:
 1. Documents (can be excerpts) correlating constructability and construction schedule.~~
 - d. Narrative describing Bidder's proposed collaboration process for the CPTU Project. Specifically address how the Bidder will perform constructability reviews of the design documents, and how comments to the Design Team will be tracked, updated, and closed out. Narrative should describe how Bidder proposes to link constructability, value engineering and budget management from pre-construction through construction in a coordinated and seamless effort. (3 pages maximum)
 - i. Samples Required as Attachment to Narrative 3.A.d:
 1. Document tracking conflicts found, tracked and resolved during design. Relate this to the number of conflicts discovered and resolved during construction.
- B. Design Assist Subcontractor Management Approach and Competency (8 page maximum)
- a. Narrative describing Bidder's proposed program for selection and managing Design Assist subcontractors for the CPTU project. Narrative should include Bidder's assessment of utilizing Design Assist for CPTU, which trades would benefit from Design Assist contracting method and why. (2 pages maximum)
 - i. Samples Required as Attachment to Narrative 3.B.a:
 1. Design Assist Prequalification Questionnaire.
 2. Standard Design Assist subcontractor contract (can be excerpts) highlighting responsibilities between the Contractor and Design Assist Subcontractor. (2 pages maximum)
 3. Schedules of Shop Drawings, Product Data, Samples and other submittals prepared by the applicable Design Assist

- subcontractors and used to track progress. (4 pages maximum)
- C. Subcontractor Management Approach and Competency (6 page maximum)
- a. Narrative describing Bidder's proposed program for selection and managing subcontractors for the CPTU project. (2 pages maximum)
- i. Samples Required as Attachment to Narrative 3.C.a:
1. Subcontractor Prequalification Questionnaire.
 2. Standard subcontractor contract (can be excerpts) highlighting responsibilities between the Contractor and Subcontractor. (2 pages maximum)
 3. Schedules of Shop Drawings, Product Data, Samples and other submittals prepared by the applicable subcontractors and used to track progress. (4 pages maximum)
- D. Contract Schedule Management Approach and Competency (14 pages maximum, 11x17 schedule format allowed)
- a. Narrative and proposed CPTU Schedule outlining pre-construction activities, initiation of construction, and Substantial Completion of all scopes of the CPTU Project. Describe proposed schedule monitoring and risk management approach. Specifically address how Bidder will schedule work in limited access facilities, utility shut downs, and road closures.
- i. Samples Required as Attachment to Narrative 3.D.a:
1. 3- to 6-Week Look Ahead Schedule from midpoint of construction.
 2. Final Project Schedule showing baseline and actual. Provide comparison of initial, midpoint and final project schedule showing and explaining changes.
 3. **Documents (can be excerpts) correlating constructability and construction schedule.**
- E. Construction Budget Management Approach and Competency (8 pages maximum)
- a. Narrative describing proposed approach to CPTU budget management. Identify program/scope-related opportunities and efficiencies. Specifically address both design phase and construction phase budget management. Include description of how Bidder will reconcile differing cost estimates from other entities during design phase to ensure that CPTU will bid on budget.
- i. Samples Required as Attachment to Narrative 3.E.a:
1. RFI Log from start of project through final completion, including at a minimum, dates and description of RFI's. Describe process used to resolve RFI's. Provide a graph or statistics indicating length of time to RFI resolution.

2. Change Order Log from start of project through final completion, including at a minimum, date, description and cost of change orders.
 3. List of delay claims, including at a minimum, description of the claim and time requested.
- F. Proposed Project Team Organization (16 pages maximum)
- a. Organizational charts for the CPTU Project. Identify by name and title all of the proposed key personnel, and show how the project teams will be managed within the context of the project. (2 pages, 11x17 format allowed)
 - b. Resumes demonstrating qualifications, training and experience of the key personnel who will be assigned to CPTU Project. Key personnel are defined as: Pre-Construction Manager, Project Manager, Superintendent, and Project Engineer. Resumes shall describe their current position/title, proposed position/title, education, professional licensing (include documentation substantiating and certifications/licensing), and work experience over the last ten (10) years.
 - i. The minimum experience requirements for all of the key personnel are as described in the Level 1 Prequalification Questionnaire, Section 8. (10 pages maximum)
 - ii. Project Managers that act as Pre-Construction Managers will be scored favorably.
 - iii. Bidder should highlight MEP coordination experience for all key personnel. Evidence of any experience noted shall be provided as an attachment to Teams staffed with key personnel that all have highly technical experience with MEP coordination will be scored favorably.
 - c. Management and staffing plan including the key personnel, their responsibilities, and their time commitments required to perform the Work. (2 pages maximum, 11x17 format allowed)
 - d. Personnel that have worked together, particularly on the example project(s) submitted under Section 2 will be scored favorably. Provide chart of proposed personnel and their last five (5) project assignments (include all example projects included in Section 2A). (2 pages maximum)
- G. Quality Assurance and Quality Control (2 pages maximum)
- a. Narrative describing how Bidder will organize the QA/QC approach for the CPTU Project, how it will be developed in Phase 1- Pre-Construction, and how it will be managed from Construction through Closeout.

4. LABOR COMPLIANCE

Points – 150 Maximum

- a. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom Bidder intends to request the dispatch of apprentices to Bidder for use on the Project.

Name _____

Address _____

Telephone Number _____

If Bidder operates its own State-approved apprenticeship program state the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of Bidder's apprenticeship program(s).

- b. If any of the trade work identified below will be performed by subcontractors listed by Bidder in the Subcontractor Listing that accompanies its bid then answer the question below for each of such affected subcontractors.

Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom Subcontractor intends to request the dispatch of apprentices to Subcontractor for use on the Project.

Name _____

Address _____

Telephone Number _____

If Subcontractor operates its own State-approved apprenticeship program state the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of Subcontractor's apprenticeship program(s).

- c. At any time during the last five years, has Bidder been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes No

If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s).

- d. If any of the trade work identified below will be performed by subcontractors listed by Bidder in the Subcontractor Listing that accompanies its bid then answer the question below for each of such affected subcontractors.

During the last five (5) years, was (Identify Subcontractor) _____ found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes No

If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s).

- e. During the last five (5) years, was Bidder required to pay either back wages or penalties for Bidder's failure to comply with the State's prevailing wage laws?
 Yes No.

If "yes," identify the violation by providing the project name, date of the violation, name of the entity (or entities), a brief description of the nature of the violation, and a brief description of the status of the violation (pending, or if resolved, a brief description of the resolution).

- f. If any of the trade work identified below will be performed by subcontractors listed by Bidder in the Subcontractor Listing that accompanies its bid then answer the question below for each of such affected subcontractors.

During the last five (5) years, was (Identify Subcontractor) _____ required to pay either back wages or penalties for (Identify Subcontractor) _____ failure to comply with the State's prevailing wage laws?

Yes No.

If "yes," identify the violation by providing the project name, date of the violation, name of the entity (or entities), a brief description of the nature of the violation, and a brief description of the status of the violation (pending, or if resolved, a brief description of the resolution).

5. SAFETY RECORD

Points – 150 Maximum

- A. Does your firm have a written Injury and Illness Prevention Program (IIPP) that complies with California Code of Regulations, Title 8, Sections 1509 and 3203?
YES NO
- B. Does your firm have a written safety program that meets CAL/OSHA requirements?
YES NO
- C. Will your firm have personnel permanently assigned and dedicated to Safety on this project?
YES NO

If “Yes”, state the names of all such personnel who will be assigned and individually list their specific duties:

<u>Name, Title</u>	<u>Specific Duties</u>

Attach resumes (include certification and safety related training received.)

- D. Have you had accidents, which resulted in a construction fatality, on any of your projects within the last five (5) years?
YES NO

If yes, provide additional information.

- E. Do you have any recordable injury in the past 5 years?
YES NO

If “yes”, include the average total recordable injury for the past 5 years
Include a total recordable illness rate for the past 5 years.
Include lost work rate for the past 5 years.

- F. Attach EMR verification from State of California or from insurance company for each of the past 5 years. (Maximum average EMR Rate is 1.15)

EMR Category Code: _____

G. Have you had Cal-OSHA fines in the Serious, Repeat or Willful categories?

If yes, provide additional information.

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Bidders' Signature: _____

Date: _____

Name of the person signing: _____

Title/Position at the company: _____

**SECTION 01 21 00
ALLOWANCES**

PART 1 – GENERAL (NOT USED)

1.1 ALLOWANCES REQUIREMENTS (NOT USED)

- A. Included in the Contract Sum are all Allowances stated below. Items covered by Allowances shall be supplied for such amounts and by such persons or firms as University's Representative may direct.
- B. The following shall apply, unless otherwise provided in the Contract Documents:
1. Allowances shall cover the cost to General Contractor of materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts.
 2. General Contractor's costs required for storage on and off the Project site, security, loading and unloading, handling at the Project site, labor, installation costs, overhead, profit, and other expenses contemplated for stated Allowance amounts shall be included in the Contract Sum and not in the Allowances.
 3. Unless otherwise provided herein, whenever costs are more than or less than Allowances, the Contract Sum shall be adjusted by Change Order based on (1) the difference between actual costs and the Allowances and (2) changes in General Contractor's costs.
 4. At any time during the course of the Contract, the University's Representative may elect to delete any or all allowances via Change Order for full amount listed below.

1.2 DESCRIPTION OF ALLOWANCES

1. Allowance No. 1
Utilities
\$40,000 for site utilities: site water and site electrical usage. Include this amount in the lump sum base bid.
2. Allowance No. 2
Traffic Control
\$100,000 for Campus Traffic Control for CAOB construction as necessary and in accordance with Section 01 35 00 Special Requirements. All traffic control shall follow CalTrans requirements. Include this amount in the lump sum base bid.
3. ~~Allowance No. 3~~
Laser Scan
~~\$50,000 for Laser Scan of existing conditions to assist in verification and updating as-built documents. Include this amount in the lump sum base bid.~~

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 21 00