Project Name: UNIVERSITY OF CALIFORNIA, MERCED

SCIENCE AND ENGINEERING BUILDING 2

Project No.: 900020

ADDENDUM NO. 5

to the

CONTRACT DOCUMENTS

December 14, 2011

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>BIDDING/CONTRACT DOCUMENTS AND DIVISION 1 SPECIFICATIONS – VOLUME 1 OF 3</u>

- A. General Conditions Bid Form 01011.11
 - 1. Replace the bid form for General Conditions 01011.11 with the new bid form provided.

III. SPECIFICATION SECTION REVISION

- A. Specification Section 16620 1.7 A.5 Fire Alarm Quality Assurance
 - Delete: "Vendor/supplier must be able to perform work on the system without voiding any existing system warranties currently in place". Remainder of paragraph has been deleted in Addendum #3. Specification Section 16620 1.7 A.5 is deleted.

UNIVERSITY OF CALIFORNIA, MERCED

By: University of California, Merced University's Representative

Steve Murray

Director of Operations

End of Addendum No. 5

ADDENDUM NO. 5

REVISED (ADDENDUM 5) BID FORM

PROJECT NO.: 900020

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 THE ALL GENERAL CONDITIONS AND ASSOCIATED WORK AS FOLLOWING DEFINED IN SECTION 01011.11 SCOPE OF WORK – GENERAL CONDITIONS

| BID FROM: | (Name of Fir | m Submitting Bid) | |
|-----------|--------------------|-------------------|--------------|
| | (A | ddress) | |
| | (City) | (State) | (Zip Code) |
| | (Telephone Number) | | (Fax Number) |
| <u></u> | (Date B | id 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, 2011 Revision: 4 Bid Form – General Conditions 01011.11

LF: BID-FORM

Page 1 of 9 ADDENDUM 5

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) | 3.0 | (NOT | USED' |
|----------------|-----|------|-------|
|----------------|-----|------|-------|

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|-----|------|--------|-----|-----|

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| \$ | , | | | | , | | | | | | | |

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

\$316,000.00 for ALLOWANCE No. 11 - GENERAL CONDITIONS:

Include an allowance of <u>three hundred sixteen thousand dollars (\$316,000.00)</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 ALLO | WED IS \$1.00) | | |
|----------------------|-------------------------|-----------------|-------------------------|
| \$ | (Place figures in appro | ppriate boxes.) | <u>60</u> multiplier |

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

The daily rate shown above will be the total amount of Contractor entitlement for each day of Compensable Delay caused by University at any time during the performance of the Work and shall constitute payment in full for all delay costs, direct or indirect (including, without limitation, compensation for all extended home office overhead and extended general conditions), of the Contractor and all subcontractors, suppliers, persons, and entities under or claiming through Contractor on the Project. The number of days of Compensable Delay shown as a "multiplier" above is not intended as an estimate of the number of days of Compensable Delay anticipated by the University. The University will pay the daily rate of compensation only for the actual number of days of Compensable Delay, as defined in the General Conditions; the actual number of days of Compensable Delay may be greater or lesser than the "multiplier" shown above.

8.0 ALTERNATES (NOT USED)

June 6, 2011 Revision: 4 LF: BID-FORM

| 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.

| Subco | ntractor |
|-------|-----------------|
| Name | Location (City) |
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(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) | | | |
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(Note: Add additional pages if required.)

RIDDED INFODMATION

11.0 SCOPE OF WORK

12.0

Bidder includes the scope of work as defined in Specification Section <u>01011.11 – GENERAL</u> <u>CONDITIONS</u>

| 12.0 DIDDER INFORMATION | |
|---|--------------------------------|
| TYPE OF ORGANIZATION: | |
| (Corporation, Partnership, Ind | lividual, Joint Venture, etc.) |
| If a corporation, corporation is organized under the law the State of | ws 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) | (Classification) |
| (License Number) | (Expiration Date) |

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

June 6, 2011 Revision: 4 LF: BID-FORM

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.

| Α. | DISTANCE | FROM PRO | JECT SITE |
|----|----------|----------|-----------|
| | | | |

| Bidd | er is within 75 miles radius of the Science and Engineering Building 2 jobsite. |
|------|---|
| Yes | □ No □ |

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.

June 6, 2011 Revision: 4 LF: BID-FORM

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

15.0 DECLARATION

| I, | (Printed name), hereby declare that I |
|--|---|
| | (Title) of |
| (Name of bidder) submitting this E | id 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 b | d is not made in the interest of, or on behalf of, any undisclosed |
| person, partnership, company, asso | ciation, organization, or corporation; that the bid is genuine and not |
| collusive or sham; that the bidder I | as not directly or indirectly induced or solicited any other bidders to |
| out 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 |
| nas not in any manner, directly or i | ndirectly, sought by agreement, communication, or conference with |
| anyone to fix the bid price of the b | dder or any other bidder, or to fix any overhead, profit, or cost elemer |
| of the bid price, or of that of any of | her bidder, or to secure an advantage against the public body awarding |
| he 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 |
| hereof, or the contents thereof, or | divulged information or data relative thereto, or paid, and will not pay |
| any fee to any corporation, partner | ship, company association, organization, bid depository, or any |
| nember or agent thereof to effectu | ate 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 withi |
| a City, otherwise Name of County) | , in the State of, on (Date) |
| | |
| | (6' |
| | (Signature) |

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:

- 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 1.30</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.
- 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)] | | | [List California li | cense |
| Firm Address: | | | | |
| Printed Name: | | Title: | | Man have a second |
| Signature: | | Date: | | ******* |
| This declaration was du | ly executed on the a | bove listed date at: | | |
| ·· | // | | / | |
| Name of City (i | f within a city) | County | | State |

March 2, 2011 UCIP

June 6, 2011 Revision: 4 LF: BID-FORM Bid Form – General Conditions 01011.11 Page 9 of 9 ADDENDUM 5

Exhibit 1B

SCIENCE AND ENGINEERING BUILDING 2 100% CONSTRUCTION DOCUMENTS UNIVERSITY OF CALIFORNIA, MERCED MERCED, CALIFORNIA

manufacturer shall be included to supervise installation, adjustments and tests of the system. Vendor/supplier's providing equipment and/or engineering services must have a minimum of 10 years experience with the manufacture of equipment they are proposing.

- 2. The vendor/supplier shall furnish evidence that they are an experienced and effective service organization, which carriers a stock of repair parts for the system. Service during the warranty period shall be provided within four hours after notification and all repairs shall be affected within twenty-four hours after notification. Should the vendor/supplier fail to comply with the above requirements, the University will then have the option to make the necessary repairs and back-charge the vendor/supplier without any loss of warranty as required by the contract documents. Vendor/supplier shall have in-place support facilities within 75 miles of this site with technical staff, spare parts, inventory and all necessary test and diagnostic equipment.
- 3. Proof of Competency: Vendor/supplier shall submit a list of prior comparable installations, together with names and addresses of the buildings, the names of the Owners or Managers, telephone numbers and other pertinent information required by the University.
- 4. Engineering stamp & signature: Vendor/supplier shall employ a California registered electrical engineer or a Level IV NICET Fire Alarm Systems Certified individual to stamp and sign the shop drawings when fully completed for submission to the Campus Fire Marshal.
- 5. Vendor/supplier must be able to perform work on the system without voiding any existing system warranties currently in place. Contact Tri-Signal Integration at 559-274-1299, or Central Coast Systems at 831-758-2037, for this service. (ADD#3)
- B. All materials, equipment and parts comprising the units specified herein, shall be new and unused, and of current manufacture.
- C. Only products and applications listed in this section may be used on the project unless otherwise submitted.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Delivery: Fire alarm system components shall not be delivered to the site until protected storage space is available. Storage outdoors covered by rainproof material is not acceptable. Equipment damaged during shipment shall be replaced and returned to manufacturer at no additional cost to University.
- B. Storage: Store in a clean, dry, ventilated space free from temperature extremes. Maintain factory wrapping or provide a heavy canvas/plastic cover to protect units from dirt, water, construction debris, and traffic. Provide heat where required to prevent condensation.
- C. Handling: Handle in accordance with manufacturer's written instructions. Be careful to prevent internal component damage, breakage, denting and scoring. Damaged units shall not be installed. Replace damaged units and return equipment to manufacturer.