

**Project Name: UNIVERSITY OF CALIFORNIA, MERCED
LANTERN CAFÉ REMODEL**

Project No.: 907016

ADDENDUM NO. 1
to the
CONTRACT DOCUMENTS
June 26, 2017

- 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. NONE

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

1. **Revise Advertisement for Bids:** Revise Substantial Completion to October 27, 2017. Revise Mandatory Pre-Bid Conference to Wednesday, June 28, 2017. Revise Request for clarification of Bidding Documents to Friday, June 30, 2017. Revise Bid Time to 2:00 PM. Revise Bid Date to Tuesday, July 11, 2017.
2. **Revise Supplementary Instruction to Bidders:** Revise No. 2, Request for clarification of Bidding Documents to Friday, June 30, 2017. Revise No.3, Mandatory Pre-Bid Conference to Wednesday, June 28, 2017. Revise No. 5, Bid Opening to be at 2:00 PM, on Tuesday, July 11, 2017. Revised No. 7, Contract Time: 88 Calendar Days.
3. **Revise Bid Form:** Delete Bid Form and replace. Revise date of document to July 11, 2017.
4. **Revise Agreement:** Revise Agreement, Article 4 Contract Time to 88 calendar days..
5. **Revise Section 01 11 00 Summary of Work:** 1.2 A Project Phasing revise Substantial Completion to October 27, 2017 and Final Completion to November 27, 2017. Revise 1.3 A, Substantial Completion to October 27, 2017 and Final Completion to November 27, 2017.

V. **DRAWINGS** NONE

VI. **ATTACHMENTS**

- | | | | |
|---|------------------------|---|--------------------------------------|
| 1 | Advertisement for Bids | 2 | Supplementary Instruction to Bidders |
| 3 | Bid Form | 4 | Agreement |

ADDENDUM NO. 1

5 01 11 00 Summary of Work

UNIVERSITY OF CALIFORNIA, MERCED

By: University of California, Merced

Fran Telechea
Director of Construction

End of Addendum No. 1

ADVERTISEMENT FOR BIDS

**Library Lantern Café Remodel
PROJECT NO.: 907016
UNIVERSITY OF CALIFORNIA, MERCED**

DESCRIPTION OF PROJECT:

Demolition:

Demo work will consist of the removal and demolition of the existing concrete floor area per the A1.0 & A1.1 plans as well as the removal and demolition of the existing kiosk millwork, power and temporary plumbing. The successful Contractors bid shall include the removal and storage on site, of the existing food service equipment to be re-installed per the FS1.0 drawings, etc.

Electrical:

New electrical work consists of underground routing of new conduit per the new layout; a new transformer, conductor wire and conduit from the 3rd floor IT & Electrical rooms per the electrical sheets to the café space. Additional data conduit, lighting and equipment power distribution, rough and final connections throughout the café space are part of this scope, etc.

Plumbing:

New underground plumbing work consists of a new meter and new sewer connections to the new café layout, including but not limited to, new hot and cold water connections for all specified sinks, fresh water runs from R/O to specified equipment, drains to floor sinks, floor drains, R/O water conditioner system, vent to the roof and a new hot water heater etc.

Concrete work:

Per the architectural sheets, new diamond finished concrete flooring to match the existing will be part of this scope.

Drywall & Framing:

New metal framing and drywall partitions with fire rated / pressure treated ply wood backing, ceiling soffits, and wood framing for new dais wall and millwork at front counter.

Millwork & finishes:

New casework as specified in the architectural set, millwork for counters and base cabinets, stainless steel counters, quartz counters, ceramic and porcelain tile face and wall finishes, paint, laminate wall panels and cabinetry, FRP and stainless steel wall finishes.

~~Project Completion: September 15, 2017~~ Substantial Completion: October 27, 2017 *ADDI*

Estimated construction cost: \$525,000

Bidding documents will be available at the University's ShareFile site for electronic download: hardcopy bidding documents will not be provided by the University. Bid Results will be available on our website at <http://rfp-rfq.ucmerced.edu/>.

Bidding Documents will be made available to the **Prequalified General Contractors** on **Friday, June 23, 2017**.

Contractor	Contact	Email	License Code
DPR Construction	Ryan McCracken	ryanmc@dpr.com	B, C10
Nicro, Inc	Bryan Holzman	bholzman@nicro.net	B, C20, C36
Acosta and Sons, Inc.	Cliff Acosta	cliff@acostas.co	B
Modern Air Mechanical	Mark Cauwels	Mark@ModernAir.biz	C20, C38
Collins Electrical Company, Inc.	Chris Zaro	dkalua@collinselectric.com	C10

Drawing List:

Library Lantern Café Remodel Project Site Logistical Map20170615.pdf

ARCHITECTURAL SHEET INDEX

A0.0 MASTER LEGEND - PROJECT DATA
A0.1 REFERENCE SITE PLAN
A0.2 CAL-GREEN BUILDING NOTES
FS1.0 FOOD SERVICE EQUIPMENT LAYOUT
A1.0 FLOOR DEMO AND CONSTRUCTION
A1.1 VENT PIPE CHASE DETAILS
A2.0 PARTITION PLAN & CASEWORK PLAN
A3.0 UTILITY ROUGH IN PLANS
A4.0 REFLECTED CEILING & MATERIAL FINISH PLAN
A5.0 INTERIOR ELEVATIONS
A5.1 CASEWORK SECTIONS
A5.2 CASEWORK SECTIONS

DSA REFERENCE SHEETS FOR THIS PROJECT

A0.04 EGRESS GROUND FLOOR PLAN
A1.00 SITE PLAN
A1.01 SITE PLAN
A1.04 SITE PLAN
A2.01 GROUND FLOOR PLAN
A2.01 CASEWORK PLAN (EXISTING CAFE)
A2.01A GROUND FLOOR PLAN (WEST WING)
A3.10 ENLARGED CORE PLAN (WEST WING TOILET CORE)
A3.30 ENLARGED CORE PLAN (TOILET CORE)
A6.40 INTERIOR TOILET ROOM ELEVATIONS

PLUMBING SHEET INDEX

P0.0 PLUMBING SCHEDULE & NOTES
P1.0 PLUMBING CW & HW FLOOR PLAN
P1.1 PLUMBING SS & V FLOOR PLAN
P2.0 PLUMBING DETAILS

ELECTRICAL SHEET INDEX

- E0.0 ELECTRICAL NOTES
- E1.0 PARTIAL FLOOR PLAN ELECTRICAL DEMO & FLOOR PLAN
- E1.1 PROPOSED POWER & SIGNAL
- E2.0 LIGHTING PLAN
- E3.0 3RD FLOOR ELECTRICAL PLAN
- E4.0 ELECTRICAL DETAILS

A **MANDATORY** Pre-Bid Conference will be conducted on ~~Tuesday, June 27, 2017~~ **Wednesday, June 28, 2017 (ADD1) beginning promptly at 10:00 AM.** Participants shall meet at 5200 N. Lake Rd, Merced, CA 95343, UC Merced Campus, Kolligian Library (KL) First Floor Lantern. Parking permits are required throughout campus and are available at yellow dispenser at the Lake Lot 1 and Lake Lot 2.

If you need accommodations related to disabilities, please call Jeff G Isham (209) 201-3287 at least 3 working days prior to Pre-Bid Conference/Project Site Visit or Bid Opening.

Requests for clarification or interpretation of the Bidding Documents must be in writing and received by ~~Thursday, June 29, 2017~~ **Friday, June 30, 2017 (ADD1) 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 emailed to:

Jeff G Isham – University of California, Merced
Email: Jisham@ucmerced.edu

Revisions, additions or deletions will be made by written addenda issued by UC Merced Facilities Management.

Bids will be received only at:

Hand & Overnight delivery only:

**Atten: Fran Telechea
Construction
University of California, Merced
767 East Yosemite Ave., Suite C,
Merced, CA 95340**

Bid must be received before:

~~3:00 PM~~ **2:00 PM (ADD1)**
~~Thursday, July 6, 2017~~ **Tuesday, July 11,
2017 (ADD1)**

Bid Opening at:

**755 East Yosemite Ave., Suite M
Merced, CA 95340**

Bid Security in the amount of 10% of the Anticipated Contract Amount 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 at the location of the work.

The successful Bidder will be required to have the following California current and active contractor's license at the time of submission of the Bid: A or B

Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the University within the limits imposed by law or University policy. Each Bidder may be required to show evidence of its equal employment opportunity policy. 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 at the location of the work.

The work described in the contract is a public work subject to section 1771 of the California Labor Code.

No contractor or subcontractor, regardless of tier, may be listed on a Bid for, or engage in the performance of, any portion of this project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and 1771.1.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The successful Bidder shall pay all persons providing construction services and/or any labor on site, including any University location, no less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) and shall comply with all applicable federal, state and local working condition requirements.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
University of California, Merced
May 25, 2017

THE UNIVERSITY OF CALIFORNIA IS AN AFFIRMATIVE ACTION/EQUAL
OPPORTUNITY EMPLOYER.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Only those General Contractors who Prequalified shall submit bids for University's consideration. See the list of Prequalified General Contractors included in the bidding documents.
2. Requests for clarification or interpretation of the Bidding Documents must be in **writing** and received by ~~Thursday, June 29, 2017~~ **Friday, June 30, 2017** (ADD1) at **4:00 P.M.** Questions received after the above-noted deadline may be answered at the discretion of the University's Representative. **Questions shall be E-Mailed:**

Jeff G Isham - University of California, Merced

Email : jisham@gmail.com

Revisions, additions or deletions will be made by written addenda issued by Facilities Management only.

3. A **MANDATORY** Pre-Bid Conference will be conducted on ~~Tuesday, June 27, 2017~~ **Wednesday, June 28, 2017** (ADD1) beginning promptly at 10:00 am. Participants shall meet at 5200 N. Lake Rd, Merced, CA 95343, UC Merced Campus, at Kolligian Library (KL) First Floor Lantern . Parking permits are required throughout campus and are available at the yellow dispenser at the Lake Lot 1 and Lake Lot 2.

If you need accommodations related to disabilities, please call Jeff G Isham at (209) 201-3287 at least 3 working days prior to Pre-Bid Conference/Project Site Visit or Bid Opening.

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

**Hand or Overnight
Delivery Only**

Atten: Fran Telechea,
University of California, Merced
767 E. Yosemite Ave. Suite C
Merced California 95340
5. Bids will be opened at:

~~3:00 PM~~ 2:00 PM (ADD1)
~~Thursday, July 6, 2017~~ **Tuesday, July 11, 2017** (ADD1)
755 E. Yosemite Ave. Suite M
Merced California 95340
6. If Contractor fails to meet Substantial Completion milestones as described in the summary of work 01 11 10 part Contractor shall be assessed liquidated damages in the amount of \$2,500.00 per day for each calendar day following the specified date of Substantial Completion for that phase where the Work remains incomplete (Saturdays, Sundays, and holidays included).
7. Contract Time: ~~57~~ 88 (ADD1) Calendar days.
8. Addenda will be issued only by University and only in writing. Addenda will be identified as such and will be emailed to all Prequalified Bidders who attend the mandatory pre-bid conference.

LIBRARY LANTERN CAFÉ REMODEL
UNIVERSITY OF CALIFORNIA, MERCED
MERCED, CALIFORNIA

PROJECT NO.: 907016

BID FORM

FOR: LIBRARY LANTERN CAFÉ REMODEL
UNIVERSITY OF CALIFORNIA
MERCED
MERCED CALIFORNIA

~~June 20, 2017~~ July 11, 2017 (ADD1)

BID TO: PHYSICAL OPERATIONS, PLANNING & DEVELOPMENT
UNIVERSITY OF CALIFORNIA MERCED
5200 N. LAKE ROAD
MERCED, CALIFORNIA 95344
209-228-4321

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) Bidder and all Subcontractors, regardless of tier, has the appropriate current and active Contractor's licenses required by the State of California and the Bidding Documents; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment; e) Bidder and all Subcontractors, regardless of tier, are currently registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5 and 1771.1. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within 60 days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to University the Agreement in triplicate and furnish to University all items required by the Bidding Documents. If awarded the Contract, Bidder agrees to complete the proposed Work within 54 days after the date of commencement specified in the Notice to Proceed.

2.0 ADDENDA

Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from University's Facility at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

3.0 NOT USED

4.0 LUMP SUM BASE BID

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(Place figures in appropriate boxes.)

Bidder includes in the Lump Sum Base Bid the following allowances: NONE

5.0 SELECTION OF APPARENT LOW BIDDER

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

6.0 UNIT PRICES

The quantities set forth in the Unit Prices are estimates. University does not represent that the actual quantity of any Unit Price item will equal the Estimated Quantity stated below. University will perform the extension of the Unit Price times the respective Estimated Quantity.

Unit Price #1: Key Note #1 downlight puck on sheet 1/a4.0 as specified in Section 01 22 00 1.3

Estimated Quantity of units: 7

\$

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 per 7

(Place Unit Price figures in appropriate boxes.)

Unit Price #2: Key Note #2 Security Camera on sheet 1/A4.0as specified in Section 01 22 00 1.3

Estimated Quantity of units: 2

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 per 2

(Place Unit Price figures in appropriate boxes.)

Unit Price #3: Key Note #5 Overhead Led Strip – See E Sheets And Sheet 1/A4.0as specified in Section 01 22 00 1.3

Estimated Quantity of units: 2

\$

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 per 2

(Place Unit Price figures in appropriate boxes.)

Unit Price #4: Key Note #7 Overhead Light Fixtures Sheet 1/A4.0 & E Sheet as specified in Section 01 22 00 1.3

Estimated Quantity of units: 3

\$

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 per 3

(Place Unit Price figures in appropriate boxes.)

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. A Facility may choose a minimum compensable delay in the best interests of the Project. If so, use the language in parentheses { } and in grey highlight:

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 X 10 multiplier
(Place figures in appropriate boxes.)

Failure to fill in a dollar figure for the daily rate for Compensable Delay shall be interpreted as a daily rate of "zero." 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. Bidder shall not bid less than zero dollars for the daily rate (i.e., the daily rate cannot be a negative number).

8.0 ALTERNATES

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.

The Contract Time will change by the number of days, if any, specified for each accepted Alternate.

Alternate No. 1

Description: Add Alternate – Add CAT6 Cable to Point of Sale

Bid for Alternate No. 1

If "Add" or "Deduct" is intended, indicate by placing figures in the corresponding boxes. If "No Change" is intended, indicate by marking the "No Change" box

Add \$

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☐ No Change: Bidder will perform this Alternate without change to Contract Sum.

No extension of time will be granted if this Alternate is accepted.

Alternate No. 2

Description: Deductive Alternate – FRP in lieu of Stainless Steel at back of house.

Bid for Alternate No. 2

If "Add" or "Deduct" is intended, indicate by placing figures in the corresponding boxes. If "No Change" is intended, indicate by marking the "No Change" box

Deduct \$

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☐ No Change: Bidder will perform this Alternate without change to Contract Sum.

University reserves the right to accept this Alternate within 30 calendar days after the date University signs the Agreement:

9.0 LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the Work:

Yes ____

If "yes", provide in the spaces below (a) the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid, (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its bid.

Portion of the Work Activity (e.g. electrical, mechanical, concrete)	Subcontractor		
	Name of Business	Location of Business (City)	License No.

(Note: Add additional pages if required.)

10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES

The information below must be provided for all changes in first-tier Subcontractors if University selects Alternates. List changes in Subcontractors only for those portions of the Work valued in excess of one-half of 1 percent of prime contractor's total bid.

Alternate No.	Subcontractor			
	Portion of the Work Activity (e.g. electrical, mechanical, concrete)	Name	Location (City)	License No.

(Note: Add additional pages if required.)

11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION:

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

IF A CORPORATION, THE CORPORATION IS ORGANIZED UNDER THE LAWS OF:

THE STATE OF _____.
(State)

NAME OF PRESIDENT OF THE CORPORATION:

(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

(Insert Name)

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

(Insert Names)

CALIFORNIA CONTRACTORS LICENSE(S):

(Classification)

(License Number)

(Expiration Date)

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

12.0 REQUIRED COMPLETED ATTACHMENTS

The following documents are submitted with and made a condition of this Bid:

1. Bid Security in the form of _____
(Bid Bond or Certified Check)

13.0 DECLARATION

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

_____ 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 a City, otherwise Name of County),

in the State of _____, on _____.
(State) (Date)

(Signature)

AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____ between the University,
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,

whose facility is: University of California
Merced Campus

whose address for notices is: Physical Operations, Planning & Development
University of California
5200 n. Lake Rd.
Merced, California 95343

and Contractor:

whose address for notices is:

for the Project: Lantern Café Upgrade
University of California Merced
Merced, California

University's Responsible Administrator: Tibor Toth
Facilities Management
University of California Merced

University's Representative is: Jeff Isham
Facilities Management
University of California Merced

whose address for notices is: Physical Operations, Planning & Development
University of California
5200 N. Lake Rd.
Merced, California 95343

Contract Documents for the
Work Prepared by:

Ed T Viser, CID Project Director
NCIDQ #8672 and CCIDC #5786
Café Design & Architecture
350 South Grand Ave, Suite 3070
Los Angeles, CA 90071
(925) 216-1782
And
Lloyd Desbrisay, Architect, Licensed #C-26487
(877) 223-3707 x511

University and Contractor hereby agree as follows:

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

ARTICLE 2 CONTRACT DOCUMENTS - "Contract Documents" means the Advertisement for Bids,

June 6, 2011

Revision: 4

LF/MPT:AGRMT

1

ADDENDUM 1

Agreement

June 26, 2017

Instructions To Bidders, Supplementary Instructions to Bidders, Bid Form, this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion, and all other documents identified in this Agreement of which together form the Contract between University and Contractor for the Work (the "Contract"). The Contract constitutes the complete agreement between University and Contractor and supersedes any previous agreements or understandings.

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

The Contract Sum includes the following Allowances:

The Contract Sum includes the following Alternates accepted by University

University reserves the right to accept the following Alternates within 90 days after the date of this Agreement:

Unit prices, if any, are as follows:

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

ARTICLE 4 CONTRACT TIME - Contractor shall commence the Work on the date specified in the Notice to Proceed and fully complete the work within ~~54~~ 88 (ADD1) days, the "Contract Time".

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

ARTICLE 5 LIQUIDATED DAMAGES - If Contractor fails to meet Substantial Completion milestones as described in the summary of work 01 11 10 part 1, Contractor shall be assessed liquidated damages in the amount of \$2,500.00 per day for each calendar day following the specified date of Substantial Completion for that phase where the Work remains incomplete (Saturdays, Sundays, and holidays included).

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

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

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

CONTRACTOR:

(Name of Firm)

(Type of Organization)

By:

(Signature)

(Printed Name)

(Title)

California Contractor's License(s):

(Name of Licensee)

(Classification and License Number)

(Expiration Date)

Employer Identification Number

(EIN NUMBER)

UNIVERSITY:

The Regents of the University of California

Facilities Management

University of California, Merced

(Facility)

By:

(Signature)

Tibor Toth

(Printed Name)

Assistant Vice Chancellor Facilities Management

(Title)

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

**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 - GENERAL

1.1 WORK REQUIRED BY CONTRACT DOCUMENTS

- A. Scope of Work: The Library Lantern Café Remodel is expanding and remodeling to approximately 534 sq/ft. Base work includes demolition of existing and replacement of new utilities, case and equipment, etc. The work to be done includes all labor, tools and equipment necessary to furnish and install all materials and equipment shown on the drawings and described herein and to perform tests described herein, to provide complete and operating systems to the extent specified and shown on the Drawings. The Contractor shall furnish all equipment, material and supplies, except where specifically noted as existing or as supplied by The University. The University is the Regents of the University of California.
- B. Provide and maintain as specified on the Logistics Map, the dust control drywall or PVC barricade, minimum 6'.

1.2 PROJECT PHASING

- A. Work Phases: Contractor shall complete all work in a single phase. Substantial Construction Completion shall be no later than ~~September 15, 2017~~ **October 27, 2017 (ADD1)** for the Library Lantern Café Opening, with Final Completion ~~October 15, 2017~~ **November 27, 2017 (ADD1)**.

1.3 SCHEDULING

- A. Contractor is to develop Contract Schedules as described in Section 01 31 45. Contractor will be required to perform its work in accordance with a Detailed Project Schedule approved by the University's Representative to be developed, updated, and maintained by the General Contractor after award of the Contract. General Contractor will be required to provide specified scheduling information necessary for the development, updating, and maintenance of the Detailed Project Schedule such that the schedule meets all occupancy and completion milestones. Substantial Construction Completion shall be no later than ~~September 15, 2017~~ **October 27, 2017 (ADD1)** for the Library Lantern Café Opening, with Final Completion ~~October 15, 2017~~ **November 27, 2017 (ADD1)**.

1.4 FINAL COMPLETION

- A. Final Completion shall be applicable to the entire work as required by Article 4 of the Contract Agreement.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 11 00