

UNIVERSITY OF CALIFORNIA, SANTA BARBARA

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SANTA BARBARA • SANTA CRUZ

OFFICE OF DESIGN & CONSTRUCTION SERVICES and PHYSICAL FACILITIES

CONTRACTING SERVICES

Building 439

Santa Barbara, California 93106-1030

Telephone (805) 893-3356

Fax (805) 893-8592

SENT VIA: FAX ON THIS DATE
 HAND DELIVERY ON THIS DATE
 FEDERAL EXPRESS ON THIS DATE
 UNITED PARCEL SERVICE ON THIS DATE

HOLDERS OF PLANS AND SPECIFICATIONS:

Phelps Creek Bridge & Bank Layback
Project No. FM070596S/986130

Addendum No. 2

August 2, 2007

Enclosed is **ADDENDUM NO. 2** to the Construction Documents on the above-captioned project.

Bid date is 2:30PM **Thursday, August 9, 2007 at 2:30 PM** to be held at:

CONTRACTING SERVICES
Facilities Management, Bldg. 439,
Door #E, Reception Counter
University of California, Santa Barbara
Santa Barbara, CA 93106-1030.

Late arrivals shall be disqualified. Please allow time for unforeseen traffic delays, securing a parking permit and potential parking problems.

Anna Galanis
Director, Contracting Services

ADDENDUM NUMBER 2
to the
Construction Documents
for
Phelps Creek Bridge & Bank Layback
August 2, 2007

GENERAL

The following changes, additions or deletions shall be made to the following document(s) as Indicated; all other conditions shall remain the same.

I. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Item No.:

1. Number 6. Change to read in it's entirety: Contractor will be assessed as liquidated damages the sum of One Hundred Dollars 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 \$0.00 per day.

INFORMATION AVAILABLE TO BIDDERS

Item No.:

1. Add number 6 to read as follows: "Permits" The North Campus Projects, Devereux Creek Culvert Replacement, Phelps Creek Bridge, and Phelps Creek Layback are covered under the following permits:
 - California Coastal Commission, Coastal Development Permit Application 4-06-097
 - California Department of Fish and Game, Streambed Alteration Permits 1600-2007-0059-R5 (Culvert); 1600-2007-0081-R5 (Bridge); and 1600-2007-0082-R5 (Phelps Layback).
 - California Regional Water Quality Control Board, Section 401 Water Quality Certification for Discharge Numbers 34207WQ04 (Devereux Culvert); 34207WQ07 (PhelpsBridge); and 34207WQ08 (Phelps Layback).
 - Army Corps of Engineers Section 404 Permits (in process)

II. BID FORM

Item No.:

1. Replace in it's entirety with attached REVISED BID FORM printed on yellow paper. Bids not submitted on the REVISED BID FORM will be rejected.

III. AGREEMENT

Item No.:

1. ARTICLE 5, First Sentence, **Change** to read as follows:If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to University, as liquidated damages and not as penalty, the sum of One Hundred Dollars (\$100.00) for each day after the expiration of the Contract Time that Work remains incomplete.

IV. SPECIFICATIONS

Item No.:

- 1 SECTION 01014 CONTRACTORS USE OF THE PROJECT SITE, PART 1, GENERAL, 1.01, RESTRICTIONS "A", **Add** Number Item 8 , CONSTRUCTION SITE ACCESS map in color indicating Construction Access, UCSB Area Boundary, and Environmental Sensitive Habitat Area., attached. This is in an additional Site Access showing the west side of site and how it must be accessed, over University-owned property, from Phelps Road.

Item No.:

2. SECTION 01015 WORK SEQUENCE, 1.01, DESCRIPTION, "A", "1": **Delete** in its entirety and **Replace** with the following:. "Conforming to California Coastal Commission project restrictions related to project start date. Construction activities are prohibited from starting until September 1, 2007. The University has secured all permits, with the exception of Section 404 Army Corps Permit now in process, and expects to receive this final permit on some date between Sept. 1, 2007 and October 1, 2007. The Contract Time shall begin when the Contractor has been notified by the University that the Section 404 permit has been obtained and a written Notice to Proceed has been issued by the University. A License for Early Start shall be issued to the Contractor, subsequent to Contractor's submittal of Bonds and Insurance Certificates, to allow Contractor to purchase long lead time items and mobilize into his staging

area. The time that elapses from Contractor's receipt of License for Early Start to his receipt of a Notice to Proceed shall not be counted against the Contract Time."

Item No.:

3. SECTION 01015 WORK SEQUENCE, 1.01, DESCRIPTION, "A", .Add Number.4, to read as follows: "Demolition and removal of an existing GWD 10" ACP waterline is necessary prior to installing the foundation for the bridge. See attached Drawing, added as a part of this Addendum. Contractor shall coordinate with Goleta Water District's Senior Inspector, at the pre-construction meeting, and then also contact him a minimum of 2 working days in advance of any work on the GWD waterline."

Item No.:

- 4 SECTION 01015 WORK SEQUENCE, 1.01, DESCRIPTION, "A", .Add Number 5 to read follows: "The first phase shall be dewatering."

Item No.:

- 5 SECTION 01015 WORK SEQUENCE, 1.01, DESCRIPTION, "A", .Add Number Item 6 to read as follows: "Remove all dewatering equipment."

Item No.:

- 6 SECTION 01155 UNIT PRICES , Part 2, PRODUCTS 2.01,UNIT PRICE SCHEDULE, Delete (NOT USED) and ADD the following: "Cost per square foot of Filter Fabric, 4" minus quarry-run Float Rock, and Geogrid as specified in Section 02300 Earthwork, Subsection 3.02B and 3.02C. Cost shall include preparation, excavation, placing and all necessary construction for installing the filter fabric, 12" thick float rock and geogrid (from top to bottom order) to below the aggregate base and above the native materials. Approximate quantity for filter fabric, 12" thick float rock and geogrid is 10,000 square feet each."

Item No.:

- 7 SECTION 02110 DEMOLITION, PART 1. GENERAL, 1.01, DESCRIPTION OF WORK, Add B as follows: Demolition and removal of an existing GWD 10" ACP waterline is necessary prior to installing the foundation for the bridge. See attached Drawing, added as a part of this Addendum. Contractor shall coordinate with Goleta Water District's Senior Inspector, at the pre-construction meeting, and then also contact him a minimum of 2 working days in advance of any work on the GWD waterline

Item No.:

- 8 SECTION 02110 DEMOLITION, PART 2., MATERIALS, : **Delete** Item A in its entirety and **Replace** with the following: "A. All excavation and demolition spoils, including trees, roots and other organic waste, shall become the property of the Contractor and shall be disposed of lawfully off University property, unless otherwise directed in writing by the University Representative."

V. LIST OF DRAWINGS

Item No.:

- 1 Phelps Creek Bridge & Bank Layback: LAYBACK CIVIL DRAWINGS: **Add** drawing Phelps Creek Conceptual Dewatering Plan, 8 of 8 dated 7/31/2007, Attached.

Item No.:

2. **Add** Site and Installation Plan, Sheet 1 of 1, dated 7/28/07. Goleta Water District requirements for demolition of district's line., Attached.

VI. DRAWINGS

Item No.:

- 1 Phelps Creek Bridge & Bank Layback: LAYBACK CIVIL DRAWINGS, Drawings 1 through 7, dated 6-1-2007, **Change** to read, 1 of 8, 2 of 8, 3 of 8, 4 of 8, 5 of 8, 6 of 8, & 7 of 8.

Item No.:

2. **Add** Site and Installation Plan, Sheet 1 of 1, dated 7/28/07. Goleta Water District requirements for demolition of district's line., Attached.

END OF ADDENDUM NO. 2

REVISED BID FORM

FOR: Phelps Creek Bridge & Bank Layback

FM070596S/986130

UNIVERSITY OF CALIFORNIA
SANTA BARBARA
SANTA BARBARA, CALIFORNIA

JULY 2007

BID TO:

U
F

*on yellow
Paper Please*

BID FROM:

(City)

(State)

(Zip)

(Telephone Number)

(Fax Number)

(Email Address)

DATE BID SUBMITTED

(Date)

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 may 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. 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 Sixty (60) calendar 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 has been issued for this Bid.

3.0 NOT USED

4.0 LUMP SUM BASE BID

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(Place Figures in appropriate boxes)

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 for Filter Fabric, 4" minus quarry-run Float Rock, (a 12" thick section of) and Geogrid.

(Description of Item)

as specified in Section 01155, Unit Prices

(Specification Section Number)

Estimated Quantity of units: 10,000 Square Feet

(MULTIPLIER)

\$, . **per Square Foot.**
(Place unit price figures in appropriate boxes)

7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS (Used As Basis For Award)

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:

\$, . **x 5 MULTIPLIER**
(Place Amount in Figures in appropriate boxes)

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

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. Bidder shall mark the additive, deductive, or "no change" box for each Alternate. 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: Alternate #1 Deduct the provision, installation and finishing of all metal bridge railing.

as specified in Section 01100, Alternates
(Alternate Specification Section Number)

Bid for Alternate No. 1

Indicate by marking only **ONE** of the two boxes ("Deduct," or "No Change") and state the amount, if "Deduct" is selected, by placing figures in the corresponding boxes.

<input type="checkbox"/>	<u>Deduct</u>	\$	<input type="text"/>	<input type="text"/>	,	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>
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<input type="checkbox"/>	<u>No Change</u>	Bidder will perform alternate without change to Contract Sum.
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No extension of time will be granted if this Alternate is accepted

9.0 LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the Work:

Yes _____

If yes, provide in the spaces below (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of 1/2 of 1 percent of the prime contractor's total bid, (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its bid.

SUBCONTRACTOR			
Portion of the Work	Name	License No.	Location (City)

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

		SUBCONTRACTOR INFORMATION		
Alternate No.	Portion of the Work	Name	License No.	Location (City)

(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 _____

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.)

EMPLOYER IDENTIFICATION NUMBER (EIN):

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
(Printed Name)

the _____ 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 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 _____
(Date)

(Signature)

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____,

as Principal, and _____, as Surety, are held and firmly bound unto THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called THE REGENTS, in the sum of ten percent (10%) of the Lump Sum Base Bid amount for payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a Bid for the work described as follows:

Phelps Creek Bridge & Bank Layback

FM070596S/986130

NOW, THEREFORE, if Principal shall not withdraw said Bid within the time period specified after the Bid Deadline, as defined in the Bidding Documents, or within sixty (60) days after the Bid Deadline if no time period be specified, and, if selected as the apparent lowest responsible Bidder, Principal shall, within the time period specified in the Bidding Documents, do the following:

- (1) Enter into a written agreement, in the prescribed form, in accordance with the Bid.
- (2) File two bonds with THE REGENTS, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Bidding Documents.
- (3) Furnish certificates of insurance and all other items as required by the Bidding Documents.

In the event of the withdrawal of said Bid within the time period specified, or within sixty (60) days if no time period be specified, or the disqualification of said Bid due to failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the Bidding Documents, if Principal shall pay to THE REGENTS an amount equal to the difference, not to exceed the amount hereof, between the amount specified in said Bid and such larger amount for which THE REGENTS procure the required work covered by said Bid, if the latter be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by THE REGENTS, Surety shall pay reasonable attorneys' fees and costs incurred by THE REGENTS in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 20

Principal

Surety

By: _____

By: _____

Title: _____

Title: _____

Address for Notices:

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.