September 1, 2010

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

Bid date is Tuesday, September 14, 2010 at 2:30PM 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 TWO

to the

CONSTRUCTION DOCUMENTS
September 1, 2010

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. BID FORM

Item No.

1. Bid Form, REPLACE in it’s entirety with attached “Revised Bid Form, Revised per Addendum Two. Any Bids not submitted on “Revised Bid Form, Revised per Addendum Two, will be rejected.

END OF ADDENDUM NO. TWO
REVISED BID FORM

Revised per Addendum Two

FOR: Santa Catalina Residence Hall Pool Renovation Project

FM100223L/293-36

UNIVERSITY OF CALIFORNIA
SANTA BARBARA
SANTA BARBARA, CALIFORNIA

August 2010

BID TO: University of California, Santa Barbara
Facilities Management, Building 439
Door E, Reception Counter
Santa Barbara, CA 93106
(805)893-3298

BID FROM:

(Name of Bidder)

(Address)

(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 90 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 One Hundred Sixty Five (165) 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

\[
\text{\$} \quad , \quad , \quad , \quad , \quad \text{\$} \quad , \quad , \quad , \quad , \quad , \quad \text{\$}
\]

(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 NOT USED
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:

\[ \$ \square \square \square \square \cdot \square \square \times 10 \text{ MULTIPLIER} \]

(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, or a "no change" bid, for each Alternate listed below. Bidder shall mark the additive, 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: Integral colored pool deck concrete as specified in Section 01100, Alternates (Alternate Specification Section Number)

Bid for Alternate No. 1
Indicate by marking only ONE of the two boxes ("Add," or "No Change") and state the amount, if "Add" is selected, by placing figures in the corresponding box.

☐ Add $ □ □ □ □ □ □ □ . □ □ □ □ □ □ □

☐ No Change Bidder will perform alternate without change to Contract Sum.

No extension of time will be granted if this Alternate is accepted;
University reserves the right to accept any Alternate(s) for 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 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.

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<th>Portion of the Work</th>
<th>Name</th>
<th>License No.</th>
<th>Location (City)</th>
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(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.

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<th>Alternate No.</th>
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(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:

Santa Catalina Residence Hall Pool Renovation Project

FM100223L/293-36

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 Ninety (90) 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 Ninety (90) 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

By: ______________________________________
Title: ______________________________________

Surety

By: ______________________________________
Title: ______________________________________

Address for Notices:

________________________________________
________________________________________

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