

1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that a) it has the appropriate active Contractor's license required by the State of California; 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 5 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 Representative. 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 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 shall also include in the LUMP SUM BASE BID the following allowance:

\$100,000.00 for ALLOWANCE NO. 1 Site Concrete & AC Paving:

Include an allowance of One Hundred Thousand Dollars (\$100,000.00) for additional work associated with this trade required during the progress of the work.

5.0 UNIT PRICES

NOT USED.

6.0 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:

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 per day X 15 days

(Place 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.

7.0 SELECTION OF APPARENT LOW BIDDER

To determine the low Bidder, University will calculate for each bidder an amount which will equal the sum of the Lump Sum Base Bid (Item 4.0 above) plus Unit Prices multiplied by the respective estimated quantity listed (Item 5.0 above), plus the amount of daily rate for compensable delays multiplied by the "multiplier" listed (Item 6.0 above), plus the amount of all Alternates selected (Item 8.0 below). The Contract will then be awarded to the Bidder submitting the lowest amount so calculated, or else all bids will be rejected. The Contract Sum will be the sum of the Lump Sum Base Bid and the additive or deductive amounts for each accepted Alternate.

8.0 ALTERNATES

NOT USED.

9.0 LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the Work:

Yes _____ 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 Trade 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 Trade 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 Trade Contractor's total bid, (b) the portion of the work which will be done by each subcontractor. The Prime Trade Contractor shall list only one subcontractor for each such portion as is defined by the Prime Trade Contractor in its bid.

Description of the Work Activity	Subcontractor	
	Name	Location (City)

(Note: Add additional pages if required.)

10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES

NOT USED.

11.0 SCOPE OF WORK

Bidder includes the scope of work as defined in Section 01 1035 – Site Concrete & AC Paving.

12.0 SCHEDULE OF QUANTITIES

NOT USED.

STUDENT HOUSING PHASE 3
UNIVERSITY OF CALIFORNIA, MERCED
MERCED, CALIFORNIA

PROJECT NO.: 906262

13.0 BIDDER INFORMATION

TYPE OF ORGANIZATION:

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

If a corporation, corporation is organized under the laws of the State of _____.

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

NAME OF PRESIDENT OF THE CORPORATION:

NAME OF SECRETARY OF THE CORPORATION:

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.)

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE
CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR
MAY BE REFERRED TO THE REGISTRAR OF THE BOARD, WHOSE ADDRESS IS:

Contractors State License Board
Post Office Box 26000
Sacramento, California 95826

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)
(Not required for Lump Sum Base Bid amounts of \$50,000 or less)

15.0 DECLARATION

I, _____ (Printed name), hereby declare that I am the
_____ (Title) of _____ (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
subscribed at: _____ (Location and city),
County of _____, State of _____, on _____ (Date).

(Signature)

DOCUMENT 00 4235 BID BOND – SITE CONCRETE & AC PAVING

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 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:

BID PACKAGE: SITE CONCRETE & AC PAVING
STUDENT HOUSING PHASE 3
UNIVERSITY OF CALIFORNIA, MERCED CAMPUS
MERCED COUNTY, MERCED, CALIFORNIA

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 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 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 _____, ____.

Principal: _____
(Name of Firm)

Surety: _____
(Name of Firm)

By: _____

By: _____

Title: _____

Title: _____

Address for Notices:

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

STUDENT HOUSING PHASE 3
UNIVERSITY OF CALIFORNIA, MERCED
MERCED, CALIFORNIA

PROJECT NO.: 906262

DOCUMENT 00 4136 BID FORM

FOR: PROJECT NO. 906262
STUDENT HOUSING PHASE 3

LANDSCAPE, IRRIGATION & SITE FURNISHINGS

UNIVERSITY OF CALIFORNIA
MERCED CAMPUS
MERCED, CALIFORNIA

SEPTEMBER 2009

BID TO: UNIVERSITY OF CALIFORNIA, MERCED CAMPUS
PHYSICAL PLANNING, DESIGN & CONSTRUCTION
767 EAST YOSEMITE AVENUE, STE. C
MERCED, CA 95340
PH: 209-228-4479

FOR THE FOLLOWING WORK: **ALL LANDSCAPE, IRRIGATION & SITE FURNISHINGS
AND ASSOCIATED WORK AS DEFINED IN SECTION 01
1036 — SCOPE OF WORK – LANDSCAPE, IRRIGATION
& SITE FURNISHINGS**

BID FROM: _____
(Name of Firm Submitting Bid)

(Address)

_____, _____, _____
(City) (State) (Zip Code)

(Telephone Number)

(Fax Number)

(Date Bid Submitted)

Note: All portions of this Bid Form must be completed and signed before the Bid is submitted. Failure to do so will result in the Bid being rejected as nonresponsive.

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(Place figures in appropriate boxes.)

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\$50,000.00 for ALLOWANCE NO. 1 Landscape, Irrigation & Site Furnishings:

Include an allowance of Fifty Thousand Dollars (\$50,000.00) for additional work associated with this trade required during the progress of the work.

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