



# CHABOT- LAS POSITAS COMMUNITY COLLEGE DISTRICT

Facilities Planning & Management Department

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November 16, 2010

## **Addendum No. 14 INVITATION FOR BID NO.: 11-05 Modernization of Classroom Building 300 – Chabot College**

All Prospective Bidders:

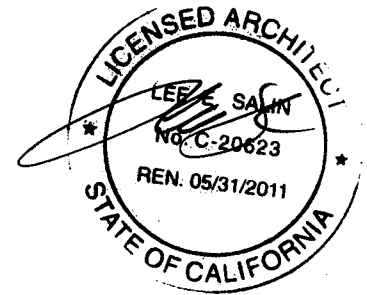
This addendum is issued to clarify, add, delete, correct and/or change the contract documents to the extent indicated and is hereby made a part of the above noted contract documents on which the contract will be based. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal to remain in force. It is the responsibility of all bidders to conform to this addendum. Acknowledge receipt of this addendum in the space provided on the bid form. Failure to do so may subject Bidder to Disqualification.

The original Bid Documents are modified by the revision as follows:

1. **GENERAL CLARIFICATIONS:**
  - Refer to the attached for Addendum no. 14.

If you have any questions regarding this Addendum No.14, please contact the Office of the Facilities Planning & Management in **writing, via facsimile or email**. All other terms and conditions of BID No. 11-05 are to remain the same.

HMC ARCHITECTS  
1570 The Alameda, Suite 330  
San Jose, California 95126



November 16, 2010

Chabot College Modernization  
of Buildings 300 and 500  
Chabot-Las Positas Community College District  
HMC # 3342002, DSA #01-109151

#### ADDENDUM NO. 14

The following changes, additions, deletions or corrections shall become a part of the Contract Documents for the project named above and all other conditions shall remain the same. The bidders shall be responsible for transmitting this information to all affected subcontractors and suppliers prior to the closing of bids.

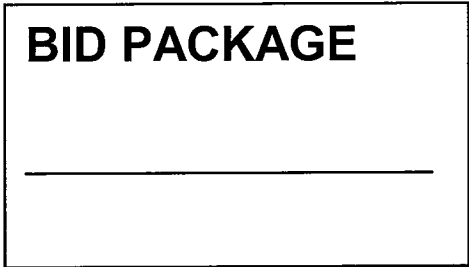
#### GENERAL NOTES

#### SPECIFICATIONS

Item No. AD14-1.1:                    Reference Section Division 0 – General Requirements

- A.     The following revised Bid Forms are hereby issued:
- 1.)     Bid Proposal Form
  - 2.)     Notice to Bidders Calling For Bids
  - 3.)     Subcontractor Listing

HMC ARCHITECTS



BID PROPOSAL FOR:

Chabot College Building 300 Modernization

TO: **John Plane Construction, Inc**  
**100 North Hill Drive**  
**Brisbane, California 94005**

FROM:

\_\_\_\_\_  
 (Name of Bidder)

\_\_\_\_\_  
 (Address)

\_\_\_\_\_  
 (City, State, Zip Code)

\_\_\_\_\_  
 (Telephone/Fax)

\_\_\_\_\_  
 (E-Mail Address of Bidder's Representative(s))

\_\_\_\_\_  
 (Name(s) of Bidder's Authorized Representative(s))

**1. Bid Proposal**

1.	Base Bid	\$
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**A. Additive/Deductive Unit Price.**

Bidder shall include 15,000 square feet of "floor filler material removal" as part of the base bid amount. Bidder shall list a unit price for the removal of floor filler, which is additional/less than 15,000 square feet as required in bid documents. The price for removal of this material shall be calculated at the completion of all hazardous material abatement removal activities. All quantities of floor filler removed must be confirmed in writing by HMS, Inc. and shall be counted towards the total amount removed:

Unit Price: \_\_\_\_\_ Dollars/per sq. ft. (\$ \_\_\_\_\_/sq.ft.)

**B. Additive/Deductive Unit Price.**

Bidder shall include 500 square feet of "heat shields material removal" that may exist within inaccessible heater/wall cavities as part of the base bid amount. Bidder shall list a unit price for the removal of heat shields, which are additional/less than 500 square feet. The price for removal of this material shall be calculated at the completion of all hazardous material abatement removal activities. All quantities of heat shields removed must be confirmed in writing by HMS, Inc. and shall be counted towards the total amount removed:

Unit Price: \_\_\_\_\_ Dollars/per sq. ft. (\$ \_\_\_\_\_/sq.ft)

**C. Bid Package #11 Alternate #1**

Provide Alternate price for 15,000 sq. ft. of Ardex or Equal floor sealant for a Vapor Emission Control System including all prep, bead blasting, and warranties.

Alternate Price: \$ \_\_\_\_\_

**D. Bid Package #11 Additive/Deductive Unit Price.**

Provide a unit price for one (1) sq ft of Ardex Feather finish or equal, including all necessary preparation. All quantities will be calculated at completion of all installation activities.

Unit Price: \$ \_\_\_\_\_ sq.ft

**1.1 Bid Proposal Amount.** The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to complete in a workmanlike manner all of the Work and other obligations required by the Contract Documents. The Bidder confirms that it has checked all of the above figures and understands that neither the District and the CM at Risk nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned in preparing and submitting this Proposal.

**1.2 Acknowledgment of Addenda.** The Bidder confirms that this Proposal incorporates and is inclusive of, all items or other matters contained in Addenda issued by or on behalf of the District and the CM at Risk.

\_\_\_\_\_ **Addenda Nos.** \_\_\_\_\_ received, acknowledged  
(initial) and incorporated into this Proposal.

**2. Documents Accompanying Bid Proposal.** The Bidder has submitted with this Proposal the following: (a) Certification of Pre-Bid Site Visit; (b) Non-Collusion Affidavit; and (c) Letter of Assent (PSA). The Bidder acknowledges that if this Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

**3. Award of Contract.** If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the CM at Risk the Contract in the form attached hereto within ten (10) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the CM at Risk, the Bidder awarded the Contract shall deliver to the CM at Risk: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Certificate of Workers' Compensation Insurance; and (c) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the CM at Risk's rescission of the award of the Contract.

4. **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following classification(s) \_\_\_\_\_ bearing License Number(s) \_\_\_\_\_, with expiration date(s) of \_\_\_\_\_. The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.
5. **Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By: \_\_\_\_\_  
(Signature)

(Corporate Seal)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

## NOTICE TO BIDDERS CALLING FOR BIDS

DISTRICT	CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
PROJECT DESCRIPTION	BID NO.: 11-05, Modernization of Classroom Building 300 - Chabot College
LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS	Thursday November 22, 2010 at 2:00pm
LOCATION FOR SUBMISSION OF BID PROPOSALS	John Plane Construction, Inc. 100 North Hill Drive #12 Brisbane, CA 94005  FAX AND EMAIL PROPOSALS WILL BE ACCEPTED (415) 468-0540 <a href="mailto:VIKKI@JOHNPLANE.COM">VIKKI@JOHNPLANE.COM</a> OR <a href="mailto:GINA@JOHNPLANE.COM">GINA@JOHNPLANE.COM</a>
LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS	Contact Vikki DerTorossian at (415) 468-0555 or <a href="mailto:vikki@johnplane.com">vikki@johnplane.com</a> .

**NOTICE IS HEREBY GIVEN** that the above-named California Community College District, acting by and through its Board of Trustees, hereinafter "the District"; and CM at Risk, John Plane Construction, hereinafter "CM at Risk" will receive up to, but not later than the above-stated date and time, Bids for services for the Work of the Project generally described as: **BID No.: 11-05, MODERNIZATION OF CLASSROOM BUILDING 300 - CHABOT COLLEGE.**

**1. Submittal of Bid Proposals.** All Bid Proposals shall be submitted on forms furnished by the CM at Risk. Bid Proposals must conform with, and be responsive to the Contract Documents, copies of which may be obtained from location as set forth above. Only Proposals submitted to the CM at Risk at or prior to the date and time set forth above for the public opening and reading of Proposals shall be considered.

**2. Proposal and Contract Documents.** The Proposal forms and Contract Documents are available at the location stated above for a non-refundable payment of the cost of reprographics and shipping per set.

**3. Documents Accompanying Bid Proposal.** Each Bid Proposal shall be accompanied by: (a) Non-Collusion Affidavit; (b) Certification of Pre-Bid Site Visit; (c) Letter of Assent, and (d) Subcontractor's List. All information or responses contained in the Proposal and other documents accompanying the Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject the Proposal for non-responsiveness.

**4. Prevailing Wage Rates.** Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has

determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled "PREVAILING WAGE SCALE" are filed at the District's Administrative Offices located at 5020 Franklin Drive, Pleasanton, California 94588, and are available to any interested party upon request. Alternatively, prevailing wage rate classifications and determinations may be viewed and obtained by accessing the Division of Labor Standards Enforcement databases at <http://www.dir.ca.gov/dirdatabases.html>. The CM at Risk shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in prosecution and execution of the Work.

**5. Contractors License Classification.** In accordance with the provisions of California Public Contract Code §3300, the District and the CM at Risk requires that Bidder to possess the appropriate classification(s) of California Contractors License. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless and until the Registrar of Contractors verifies to the District and CM at Risk that the Bidder awarded the Contract is properly and duly licensed to perform the Work.

**6. Contract Time.** The date(s) for completion of portions of the Work, if applicable, and for achieving Substantial Completion of the Work shall be achieved as set forth in the Special Conditions. Failure to complete designated portions of the Work within the time(s) established in the Special Conditions and/or failure to achieve Substantial Completion of the Work within the Contract Time established in the Special Conditions shall subject the Bidder to assessment of Liquidated Damages as set forth in the Special Conditions.

**7. Labor Compliance Program (AB 1506).** The District has established a Labor Compliance Program ("LCP") pursuant to Labor Code §1771.5. The Bidder awarded the Contract for the Work shall comply with the LCP and provisions of the Contract Documents relating to implementation, compliance with, and enforcement of the LCP.

**8. No Withdrawal of Proposals.** Proposals shall not be withdrawn by any Bidder for a period of **sixty (60)** days after the opening of Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Proposals.

**9. Job-Walk.** The District and the CM at Risk will conduct a **Mandatory Job Walk Monday November 8, 2010 at 11:00am**. Bidders are to meet at **Chabot College, Building 300 entrance 25555 Hesperian Boulevard, Hayward, California 94545** for the Job Walk. Campus maps are available at [www.chabotcollege.edu](http://www.chabotcollege.edu). If a Proposal is submitted by a Bidder whose representative(s) did not attend the entirety of the Mandatory Job Walk, such proposal will be rejected by the District and the CM at Risk as being non-responsive.

**10. Waiver of Irregularities.** The District reserves the right to reject any or all Proposals or to waive any irregularities or informalities in any Proposal or in the bidding.

**Chabot College Building 300 Modernization  
Subcontractor Listing**

<b>NAME</b>	<b>TRADE</b>	<b>LOCATION</b>	<b>LICENSE NUMBER</b>

**FORM MUST BE COMPLETED AND TURNED IN WITH BID PROPOSAL**