

BID PROPOSAL

REVISED – Addendum No. 7

TO: **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**, a California Community College District, acting by and through its Board of Trustees (“the District”).

FROM:

(Name of Bidder)
(Address)
(City, State, Zip Code)
(Telephone/Telecopier)
(E-Mail Address of Bidder’s Representative(s))
(Name(s) of Bidder’s Authorized Representative(s))

1. Bid Proposal:

1.	Base Bid Amount (all sheets except for Telecom sheets TC 100 – TC820)	\$
2.	Tele-Data Work: Sheets TC100 – TC601, Sheets TC800 – TC820 (do not include TC700 – see below under Alternates)	\$
3.	Owner’s Unspecified Allowance	\$ 1,000,000.00
4.	Compensable Delay per Day x 10 (to establish contractual unit price per day)	\$
5.	Bid Price for 1,000 Cubic Yards of Imported Materials for Engineered Fill (to establish contractual unit price per cubic yard)	\$
6.	Bid Price for 1,000 Cubic Yards deposit of spoils on site as an Engineered Fill (to establish contractual unit price per cubic yard)	\$
	Total Bid Proposal Amount (Lines 1 through 6)	\$

A. Bid (Add) Alternates:

Alt 1.	Conduit Routing Plan (Drawing sheet TC700)	\$
Alt 2.	Theatrical Rigging Equipment (Section 11061)	\$
Alt 3.	Theatrical Lighting Control (Section 11064)	\$
Alt 4.	Stage Lifts (Section 11066)	\$
Alt 5.	Orchestra Enclosures – Ceiling Units (Section 11067)	\$
Alt 6.	Audio Visual Systems (Section 11130)	\$
Alt 7.	Theatre Fixed Seating (Section 12710)	\$
	Total (Add) Alternates (#1-7)	\$

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 for the sum of _____ Dollars

(\$ _____) (The Bid Proposal Amount entered is the “**Total Bid Proposal Amount (Lines 1 through 6)**” plus the “**Total (Add) Alternates (#1-7)**”). The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal. The Bidder confirms that the bid proposal includes the Owner’s Non-Specified Allowance in the amount of One Million Dollars and No Cents (\$1,000,000.00).

1.2 Owner’s Unspecified Allowance. Bidder shall include in Bid Proposal the stipulated sum of One Million Dollars (\$1,000,000.00) for unspecified work to be performed ONLY at the determination and direction of the District. Work performed at the determination and direction of the District under this Allowance shall be documented by Contractor and submitted to Construction Manager per the requirements specified in Article 9 of the General Conditions. Contractor shall include a separate line item in Contractor’s Schedule of Values as “Allowance” with the value of One Million Dollars (\$1,000,000.00). At closeout

of Contract, any funds remaining in the Allowance shall be credited to Owner through a Change Order.

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

_____ **Addenda Nos.** _____ received, acknowledged
(initial) and incorporated into this Bid Proposal.

- 1.4 Alternate Bid Items.** The Bidder's price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) **will** form the basis for the District's award of the Contract for the above-identified Bid Package. Specific Alternate Bid Item will be incorporated into the scope of Work of the Contract at the District's discretion.

- 2. Documents Accompanying Bid.** The Bidder has submitted with this Bid Proposal the following: (a) Bid Security; (b) Subcontractors List; (c) Statement of Qualifications; (d) Certification of Pre-Bid Site Visit; (e) Non-Collusion Affidavit; and (f) Letter of Assent. The Bidder acknowledges that if this Bid 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 District 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 District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Material Payment Bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

- 3.1 Award to Lowest Responsive and Responsible Bidder.** The award of the Contract, made by the District through the action of its Board of Trustees, will be to the responsible bidder submitting the lowest priced responsive Bid Proposal on the basis of the "Total Bid Proposal Amount" which includes Lines 1 through 6 plus the "Total Add Alternates" which includes Add Alternates 1 through 7, in accordance with these Instruction for Bidders. The "Bid Proposal" Line Items 4 through 6 will be utilized in determination of the lowest responsive and responsible bidder; however, these items will not be awarded as part of the base contract amount. These line items are for the purpose of establishing unit prices for daily compensable delay, if applicable, and unit price per cubic yard for import and/or deposit on site of spoils, as needed. These unit prices established via the bid proposal form will be utilized in awarding associated work, if justified under the terms of the contract document.

- 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 Bidder 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 Bidder 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: _____