

## SECOND RE-BID PROPOSAL

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/Fax)
(E-Mail Address of Bidder's Representative(s))
(Name(s) of Bidder's Authorized Representative(s))

**1. Second Re-Bid Proposal**

A.	Base Bid Amount	\$
B.	Owner’s Unspecified Allowance	\$ 350,000.00
C.	Total Base Bid Amount (Line A and B)	\$
D.	Bid (Additive) Alternate 1: Furnish and Install District’s Physical Education and Athletics equipment, including final electrical connections. See specification Section 11 66 13 – Exercise Equipment.	\$

**1.1 Second Re-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 (\$ \_\_\_\_\_) (Line C of Table above). 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 Second Re-Bid Proposal. The Bidder confirms that the re-bid proposal includes the Owner’s Non-

Specified Allowance in the amount of Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00).

**1.2 Owner's Unspecified Allowance.** Bidder shall include in Second Re-Bid Proposal the stipulated sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) 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 Three Hundred Fifty Thousand Dollars (\$350,000.00). 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 Second Re-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 Second Re-Bid Proposal.

**1.4 Alternate Bid Items.** Those additive items shall be taken in order from a specifically identified list of those items, within their respective categories, depending upon available funds.

**2. Documents Accompanying Bid.** The Bidder has submitted with this Second Re-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 Re-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 Second Re-Bid Proposal may be rejected as non-responsive.

**3. Award of Contract.** If the Bidder submitting this Second Re-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; (e) the Drug-Free Workplace Certificate; and (f) the structural steel fabricator and installer's AISC certifications. 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 Second Re-Bid Proposal, or to reject all Second Re-Bid Proposals.

**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: \_\_\_\_\_