

June 22, 2021

NOTICE TO ALL BIDDERS

Re: Building 200, 300 and 800 Modernization
RFP No 20-21-18
Addendum #5

This addendum forms a part of the contract documents and modifies the original bidding documents. Addenda shall be noted as received and acknowledged on the Bid Proposal Form when submitted as outlined in the Bid Package referenced above.

Document Additions, Revisions and Clarifications

1. The Bid Opening Date and time is hereby extended to Wednesday, June 30, 2021 at 2:00 PM.
2. The Bid Proposal, found within Addendum #4, shall be deleted, and replaced with the following attachment "Bid Proposal (Addendum #5)". This clarifies the allowance amount wording and numerical value.

END OF ADDENDUM NO. 05

BID PROPOSAL

Project: BUILDING 200, 300 and 800 MODERNIZATION

Bidder Name	_____	
Bidder Representative(s)	Name and Title _____	
	Name and Title _____	
Bidder Representative(s) Contact Information	Email Address(es)	Phone/Cell Phone
	_____ _____	(_____) _____ Telephone (_____) _____ Cell Phone
Bidder Mailing Address	Address _____	
	City/State/Zip Code _____	
California Contractors' License	DIR Contractor Registration	
Number _____	Number _____	
Classification(s) and Expiration Date _____		

1. Bid Proposal.

1.1. Bid Proposal Amount. The undersigned Bidder proposes and agrees to furnish and install the Work including, without limitation, providing and furnishing any and all labor, materials, tools, equipment and services necessary to complete, in a workmanlike manner in accordance with the Contract Documents for the sum of _____ Dollars (\$_____). The Bid Proposal Amount includes all Allowances set forth in Paragraph 1.3. 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 assumptions, errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2. 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, if any, issued by or on behalf of the District.

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

1.3. Allowance. The Bidder and District acknowledge that the Bid Proposal Price set forth above includes an Allowance Amount in the aggregate amount of Five Hundred Seventy-Four Thousand Dollars (\$574,000.00) for unforeseen conditions.

Although included in the Bid Proposal Price, Allowances belong solely to the District and shall be expended only upon written direction by the District, to be granted or denied in its sole discretion. Any Allowance amount not fully consumed shall belong solely to the District and shall be refunded to the District by a deductive change order. By submitting this Bid Proposal, the Bidder confirms that the Bid Price proposed in Paragraph 1.1 is inclusive of all Allowances.

1.4. Alternate Bid Items. The Bidder's proposed pricing for each Alternate Bid Item, if any, are set forth in the accompanying form of Alternate Bid Items Proposal, Attachment A. Failure of a

Bidder to propose pricing for each Alternate Bid Item set forth in the accompanying Alternate Bid Items Proposal will result in the Bid Proposal being deemed non-responsive and rejected.

2. **Documents Accompanying Bid Proposal.** The Bidder has submitted with this Bid Proposal the following:

Bid Security	Statement of Qualifications
Subcontractors List	Non-Collusion Affidavit

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 Agreement in the form attached hereto within Seven (7) calendar 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: (i) Performance Bond; (ii) Labor and Material Payment Bond; (iii) Drug-Free Workplace Certificate; and (iv) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District’s rescinding 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 priced Bid Proposal or to reject all Bid Proposals.

4. **Contractors’ License.** The Bidder certifies that: (i) it possesses a valid and in good standing Contractors’ License, in the necessary class(es), for performing the Work as set for in the Call for Bids; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work; and (iii) that all Subcontractors providing or performing any portion of the Work are properly licensed to perform their respective portions of the Work at the time of submitting this Bid Proposal and will remain so properly licensed at all times during their performance of the Work.

5. **Agreement to Bidding Requirements and Attorneys’ Fees.** The undersigned Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. By executing this Bid Proposal hereinbelow, the Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys’ fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. This provision shall constitute a binding attorneys’ fee agreement in accordance with and pursuant to California Civil Code §1717 which shall be enforceable against the Bidder and the District. This attorneys’ fee provision shall be solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to or have any force and effect on the Contract for the Work or to modify the terms of the Contract Documents for the Work.

6. **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 of Bidder’s Authorized Officer
or Representative)

(Typed or Printed Name)

Title: _____