

ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

To all general contract bidders of record on the Bid Proposal:

**BID DOCUMENT: #17/18 – MB8
Performing Arts Building Stage Floor Replacement – K03-35718
College of Marin – Kentfield Campus**

Addendum Date: February 23, 2018

- A. This addendum shall be considered part of the bid documents for the above mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence.
- B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

The bid documents are modified and clarified, as follows:

Item #1: Document 00 10 00 Notice to Bidders:
Change Subsection #14 – From **The base bid amount only** to **Total Base Bid**.

Item #2: Document 00 41 13 Bid Form and Proposal: Replace entirely.
Added Subsection #1 - **Allowance #1 Removal and disposal of lead-based painted materials, \$15,000.**
Added Subsection #1 - **Allowance #2 Ten percent (10%) of the Base Bid allowance, not including Allowance #1, for unforeseen items and conditions.**
Deleted Subsection 12 – **[and with all requirements of the Project Stabilization Agreement].**

Item #3: Document 00 73 13 Special Conditions:
Change Subsection #12 – From **Document 00 52 13 Agreement** to **Document 00 53 00 Agreement**

Item #4: Document 01 32 00 Project Construction Schedule:
Add Subsection 1.03 C – **See Document 00 53 00 Agreement for Liquidated Damages associated with each milestone completion date.**

Submitted Questions:

Question None.
#1:

Answer #1:

End of Addendum #01

DOCUMENT 00 41 13

BID FORM AND PROPOSAL

To: Governing Board of Marin Community College District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of **Bid No. 17/18-MB8**.

PROJECT: **Performing Arts Building Stage Floor Replacement - #K03-35718**

and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____	dollars	\$ _____
<i>BASE BID</i>		
_____	dollars	\$ _____
<i>ALLOWANCE #1</i>		
_____	dollars	\$ _____
<i>ALLOWANCE #2</i>		
_____	dollars	\$ _____
<i>TOTAL BASE BID</i>		

1. **Allowance.** The Bidder’s Base Bid shall incorporate and is inclusive of all Allowances listed:

Allowance #1:

Removal and disposal of lead-based painted materials discovered during site demolition work. \$15,000

Allowance #2:

Ten percent (10%) of the Base Bid allowance, not including Allowance #1, for unforeseen items and conditions.

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
6. The contractor shall meet the following milestone completion dates.

<u>Scope of Work</u>	<u>Earliest Start</u>	<u>Completion Date</u>
Stage Trap Platform Approved Submittal		May 4, 2018
Approved Submittals		June 8, 2018
Construction	June 11, 2018	August 3, 2018
Substantial Completion		August 3, 2018

Punchlist

August 10, 2018

Construction earliest start date is June 11, 2018, to which the stage is available for the Contractor to begin demolition.

See Document 00 53 00 Agreement for Liquidated Damages associated with each milestone completion dates.

7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site-Visit Certification
 - Non-Collusion Declaration
9. Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a _____ license.
11. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, Bidder will execute and deliver to the District within seven (7) calendar days after notification of award of the Contract the following documents: (a) the Agreement; (b) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (c) the Performance Bond; (d) the Labor and Material Payment Bond; (e) the Certificate of Workers' Compensation Insurance; (f) Escrow of Bid Documentation; (g) Prevailing Wage and Related Labor Requirements Certification; (h) Drug-Free Workplace Certification; (i) Tobacco-Free Environment Certification; (j) Hazardous Materials Certification; (k) Lead-Based Paint Certification (l) Sex Offender Registration Act Certification. 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 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. In addition, Bidder acknowledges and understands that if it is awarded the

Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial.

- 13. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
- 14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
- 15. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
- 16. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Name of Bidder _____

Type of Organization _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT