ADDENDUM No. 06

DATED September 22, 2011

TO THE PROJECT MANUAL and PLANS

(RFP No. 11-12/01) Merritt College Center for Science and Allied Health Project

This addendum supersedes items of the original contract documents wherein it is inconsistent with it. All other conditions remain unchanged. The following changes, modifications, corrections, additions or clarifications shall apply to the contract documents and shall be made a part of and subject to all of the requirements thereof as if originally specified or shown. It is the responsibility of the bidder to review the list of attachments to ensure that the addendum is full and complete. This Addendum modifies the original RFP Documents for the above RFP. **ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE PROPOSAL FORM, 1.05. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

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REQUEST FOR PROPOSALS

The PERALTA COMMUNITY COLLEGE DISTRICT ("Owner"), will receive competitive sealed Proposals from Contractor as described herein, for the following public work:

MERRITT COLLEGE CENTER FOR SCIENCE AND ALLIED HEALTH PROJECT
LOCATED AT 12500 CAMPUS DRIVE, OAKLAND, CALIFORNIA

ARTICLE 1 – INTRODUCTION

1.01 Receipt Of Proposals

A. Interested parties must attend the mandatory Pre-proposal meeting and must submit a Pre-Qualification Questionnaire to the District Purchasing Department at 501 5th Avenue, Oakland, California 94606, until 2:00 p.m. on July 21, 2011. Successful Pre-Qualified teams will be notified by August 5, 2011.

B. Owner will receive sealed Proposals at Owner’s Purchasing Department located at 501 5th Street, Oakland, California 94606, on October 27, 2011. Proposals shall be due by 2:00 p.m., as determined by time and date stamp clock at the Owner’s Office.

C. All Proposal envelopes will be time-stamped to reflect their submittal time. Owner will reject all Proposals received after the specified time and will return such Proposals to Contractor unopened.

1.02 Proposal Requirements

A. This Document 00 1119 sets for terms and conditions for development, preparation, receipt, review, evaluation of proposals for the Project.

B. Contractor must submit Proposals in accordance with this Document 00 1119.

C. Debarment – Provide a statement that your company has not been debarred from providing services to any State or Federal Agency within the last five (5) years. Sign and Date your statement. If your firm has been debarred, you will need to provide background information and reasons for debarment. Provide the name and contact information for the Agency that debarred your firm. Owner must review the reason and duration for the debarment before it can determine if your firm can be considered for this project.

1.03 Bridging Documents

A. Bridging Documents describe the anticipated scope and needs of the Project.

B. Bridging Documents are made available under Document 00 5201 (Bridging Documents).

ARTICLE 2 – PROPOSAL DEVELOPMENT

2.01 Pre-Proposal Conference And Site Visit, And Optional Meetings

A. Owner will conduct one mandatory Pre-Proposal Conference and Site Visit at 3:00 p.m. on September 15, 2011 in the District Board Room, located at 333 East Eight Street, Oakland, CA 94606. All parties are advised to arrive early to secure parking, and attendance at the Pre-Proposal Conference and Site Visit is a pre-requisite to submitting a Proposal.
B. Owner will transmit to all Contractor’s any Addenda as Owner in its discretion considers necessary in response to questions arising at the Pre-Proposal Conference. Contractor shall not rely upon oral statements; nor shall oral statements be binding or legally effective.

2.02 Existing Conditions And Related Data

A. Contractor must examine all available existing conditions information prior to submitting a Proposal and may review this information by giving Owner reasonable advance notice. Document 00 3132 (Geotechnical Data and Existing Conditions) applies to all supplied existing drawings and geotechnical reports, and all other information supplied regarding existing conditions above ground or below ground.

2.03 Addenda

A. Contractor must direct to Owner all questions about the meaning or intent of the Request for Proposal Documents. Contractor must submit their questions in writing. Owner will issue by formal written Addenda interpretations or clarifications it considers necessary in response to such questions.

B. Owner will post all Addenda on Owner’s website [http://eperalta.org/wp/business/purchasing-warehouse-division/documents/]. Owner may not respond to questions received less than ten (10) days before the date for submitting Proposals. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

C. If Owner deems advisable, Owner may also issue Addenda to modify the Proposal Documents.

D. Addenda shall be acknowledged in Proposal Form by number and shall be part of the Contract Documents. Contractor may obtain a complete listing of Addenda from Owner.

2.04 Substitutions

A. Contractor must base their Proposals on products and systems specified in the Contract Documents or listed by name in Addenda.

B. Contractor may submit requests for substitutions no later than 14 days before Proposal opening. Owner reserves the right not to act upon submittals of substitutions until after Proposal Opening.

C. Submittals of substitutions shall contain all required information set forth in Document 00 6325 (Substitution Request Form) and Specification Section 01 6000 (Product Requirements). Insufficient information shall be grounds for rejection of substitution.

D. Owner may consider specifications final upon Contract award, however, and will consider substitutions following award in its sole discretion.

E. As further limitation on Contractor’s privilege to substitute items, Owner has found that certain items are designated as Owner standards and certain items are designated to match existing items in use on a particular public improvement, either completed or in the course of completion, and/or are only available from one source. As to such items, Owner will not permit substitution. Owner will not permit substitutions for the following items:

1. Standard Locks: Schalge
2. Fire/Life Safety: Simplex/Grinnell
3. Energy Management: Delta Controls
4. Door Access Controls: Lenel Systems
2.05 Project Schedule

A. As part of its Proposal, Contractor must provide Owner with a milestone schedule providing an estimated timeframe for completing the Project Design and Construction Work.

B. If Contractor is awarded the Project Contract, Contractor agrees to provide Owner with a detailed Project Schedule within 60 days of Contract Award showing Contractor’s construction and procurement activities, including but not limited to, equipment procurement and delivery (Contractor and Owner supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with Owner and third parties required to complete the Work in a timely manner and in accordance with Contractor’s estimated completion time.

2.06 Proposal Alternates

A. The following Proposal Alternates are identified for Contractor’s consideration in preparing its Proposal [See Appendices Binder for Further Detail]:
   - Alternate 1: Dual Plumbing System
   - Alternate 2: Completion of Cold Shell Areas
   - Alternate 3: Photovoltaic Systems
   - Alternate 4: Solar Water Heating Panels
   - Alternate 5: Recycled Water
   - Alternate 6: Site Areas

B. Owner’s determination of best value shall be based upon:
   1. Contractor’s Base Proposal and alternates ranked as most desirable after Proposal opening without revealing to Owner the identity of the Proposer or any supplier or subcontractor.

2.07 Other Requirements Prior To Proposing

A. Submission of a Proposal signifies the Contractor’s careful examination of Proposal Documents and complete understanding of the nature, extent and location of Work to be performed.

B. Contractor must complete the required investigations described in Document 00 7253 (General Conditions), as a condition to submitting a Proposal, and submission of Proposal shall constitute the Contractor’s express representation to Owner that Contractor has fully completed these required investigations.

ARTICLE 3 – CONTENT OF PROPOSALS

3.01 Proposal Submission - Contents

A. Each Contractor shall submit its Proposal to the Owner at the address indicated herein.

B. Each Contractor shall submit one original set and five (5) copy sets of the following items specifically tailored to the Project. In addition, electronic files (formatted as Adobe .pdf files) of all documents and materials submitted shall be included in the Proposal.

C. Contractor shall submit their Proposals and all deliverables in a manner that is structured to permit easy and definitive evaluation of each Factor identified herein as Evaluation Factors.

D. Proposals shall be deemed to include any written responses of a Contractor to any questions or requests for information of Owner made as part of the Proposal evaluation process after submission of the Proposal.

E. The Proposal must contain the following, fully completed (and where applicable, executed)
documents:

1. **Document 00 4200 (Proposal Form).**

2. **Proposal Security.**
   a. Contractor must submit with their Proposals cash, a certified check or cashier’s check from a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do surety business in the State of California, of not less than the amount specified in Document 00 4200 (Proposal Form), payable to Peralta Community College District.
   b. Owner will provide the required form of corporate surety bond, Document 00 4316 (Bond Accompanying Proposal), if used.
   c. Owner will reject as non-responsive any Proposal submitted without the necessary Proposal security. Owner may retain all Proposal securities and Proposal bonds until the later of **ninety (90) days** after Proposal opening and execution of the Contract and deposit of all necessary bonds and other items, at which time Owner shall return the Proposal securities and Proposal bonds of any non-defaulting Proposer.

3. **Document 00 4519 (Non-Collusion Affidavit),** subscribed and sworn before a notary public. No Contractor may make or file or be interested in more than one Proposal for the same supplies, services or both.

4. **Letter from Surety.** A letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of A, IX or better, confirming that surety has agreed to provide Contractor with performance and payment bonds in accordance with the requirements set forth in the Contract Documents 00 6113.13 (Construction Performance Bond) and 00 6113.16 (Construction Labor and Material Payment Bond), with minimum penal sums in the amounts set forth therein.

5. **Letter Confirming Qualifications.** A letter certifying that either (a) all information it submitted to Owner in connection with the Pre-Qualification process, and any modifications, amendments or supplements thereto remains true and correct in all respects as of the date of submitting Proposals, or (b) if there have been any changes, that such changes are reflected on Appendix 1 - Acceptable Safety Record and/or on Appendix 2 – Contractor Material Changes List, submitted as provided in **Document 00 4516.**

6. **Summary Design/Construction Schedule,** including key milestones such as, but not limited to:
   a. Completion of each phase of design services (see Section 01 1101 Summary of Work - Design Services).
   b. Approvals of Owner.
   c. Approvals of Division of State Architect (“DSA”) and other applicable governmental entities.
   d. Start of each phase of construction.
   e. Substantial completion of each phase of construction.

7. **Preliminary construction logistics plan** indicating locations proposed for trailers, fences, materials storage areas, etc. Show progressive phases of the construction logistics plan.

8. **Proposed staffing plan for the Project,** including resumes, for at least the following proposed key personnel: Project Manager; Design Manager; Designers, Architects and Engineers; Construction Superintendent; Scheduler; Cost Estimator.

9. **Life-cycle costs.** Information to facilitate the Owner’s analysis of the Project’s life-cycle costs over twenty-five (25) years.

10. **Safety.** Contractor’s approach to safety programs, including Subcontractor involvement.
11. **Skilled workforce.** Contractor’s plan to assure availability of skilled workforce.

12. **Document 00 4333 (Schedule of Major Equipment and Materials),** which is a listing of major equipment and materials the Contractor will include in the Project.

ARTICLE 4 – PROPOSAL RECEIPT AND EVALUATION

4.01 Proposal Receipt And Evaluation

A. Owner shall date and time stamp Proposals on receipt. Proposals will not be opened publicly, but may become public as described below.

B. Owner will open the Proposals, and perform a preliminary review to identify any patently defective Proposals. Owner action on defective Proposals may include refusal to evaluate such Proposals and elimination of Contractor submitting such Proposals from the evaluation process. Owner reserves all rights to take any action consistent with the requirements of this Document 00 1119 (Request for Proposals), including, without limitation, requesting additional information after receipt and opening of Proposals and waiving any inconsequential defects.

C. All Proposals from Contractor which remain after the preliminary review shall be evaluated by one or more Owner Review Panels, which will be comprised of individuals selected by the Owner. The Review Panel(s) will review the Proposals and award points using the methodology described in this Document 00 1119.

4.02 Interviews / Presentation

A. Within approximately thirty-five (35) days after the submittal of Proposals, each Design-Build team will be allowed approximately one and a half (1.5) hours (plus an additional fifteen (15) minutes for set-up time if requested) to provide an interview/presentation to the Owner, for the purpose of presenting the Contractor’s Proposal, and describing its competitive superiority for the work of the Contract. The date, time and location will be established and announced at a later date. Owner reserves the right to establish additional procedures for the interview/presentations, and will notify all Contractors if Owner exercises this right.

B. In evaluating Proposals, Owner will consider the information provided in the Contractor’s Proposal, the Contractor’s compliance with the prescribed requirements, and such other data as may be requested in this Document 00 1119 (Request for Proposals), Contractor’s interview/presentation, or any other items provided prior to the Notice of Award. Owner’s evaluation of Proposals will follow the methodology described in this Document 00 1119.

C. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Proposal and to establish the Contractor’s responsibility, qualifications and financial ability, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents and Contractor’s proposed price to Owner’s satisfaction within the prescribed time. Owner shall have the right to communicate directly with Contractor’s Surety regarding Contractor’s bonds.

D. Owner will resolve discrepancies between (1) the multiplication of units of Work and unit prices in favor of the unit prices; (2) the indicated sum of any column of figures and the correct sum thereof in favor of the correct sum; and (3) written words and figures, or words and numerals, in favor of the words.

4.03 Evaluation Factors

A. The Owner will evaluate each Proposal based upon the following factors, with the maximum number of points allocated to each factor as indicated in the Points Matrix below. Contractors
shall include in their Proposals sufficient information responding to each of the Evaluation Factors identified in this Paragraph to permit Owner to evaluate Contractors’ Proposals.

<table>
<thead>
<tr>
<th>FACTORS</th>
<th>Maximum Points</th>
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<tbody>
<tr>
<td>1. Price</td>
<td>30</td>
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<tr>
<td>2. Technical Expertise (including dedicated staff)</td>
<td>10</td>
</tr>
<tr>
<td>3. Life Cycle Costs over 25 Years</td>
<td>10</td>
</tr>
<tr>
<td>4. Skilled Labor Force Availability</td>
<td>10</td>
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<tr>
<td>5. Key Design-Build Members</td>
<td>5</td>
</tr>
<tr>
<td>6. Acceptable Safety Record</td>
<td>10</td>
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<tr>
<td>7. Architectural Aesthetics and Design Innovation</td>
<td>10</td>
</tr>
<tr>
<td>8. SLBE and SELBE Program Compliance</td>
<td>10</td>
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<tr>
<td>9. Value Engineering</td>
<td>5</td>
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TOTAL (Maximum) 100 points

B. Evaluation Factor Description.

1. Price

   a. Each Contractor that agrees, in Document 00 4200 (Proposal Form), to design and construct the Project as described in the Bridging Documents, and to satisfy all other Contractor obligations under the Contract Documents, for a specified Lump Sum Price, shall receive thirty (30) points under this factor. Contractor’s Lump Sum Price shall include a breakdown showing the following costs:

      i) Architectural/Engineering Costs
      ii) Construction Costs, listed according to the following CSI 2004 subgroups:
          a) General Requirements (Div. 1)
          b) Facility Construction (Div. 2 thru Div. 14)
          c) Facility Services (Div. 21 thru Div. 28)
          d) Site and Infrastructure (Div. 31 thru Div. 35) and
          e) Process Equipment (Div. 40 thru Div. 48)

   b. Contractors shall provide costs for each Alternate, if any, included in Contractor’s Proposal. Alternates for the Project are listed as follows:

      i) Alternate 1: Dual Plumbing System
      ii) Alternate 2: Completion of Cold Shell Areas
      iii) Alternate 3: Photovoltaic Systems
      iv) Alternate 4: Solar Water Heating Panels
      v) Alternate 5: Recycled Water
      vi) Alternate 6: Site Areas

2. Technical Expertise

   a. The Contractor whose Proposal describes a team which Owner determines is the most qualified, when compared with the teams proposed by the other Contractor, shall receive ten (10) points under this factor. Contractors determined to have lesser technical expertise shall receive less than ten (10) points, as determined by the Owner.

   b. Proposals shall be evaluated based upon Contractor’s logistics plan, quality assurance/quality control plan, structure of organizational chart, knowledge/skill/ability/experience of key personnel, California, DSA, and public educational facility construction experience and knowledge of applicable laws, building codes and regulations experience with science/medical facility construction and applicable laws, building codes and regulations; Owner/Designer/Contractor...
interaction strategies, and other aspects of project management. Owner’s required completion date for this Project is **June 30, 2015**. However, design/build teams shall submit their best proposed schedule, identifying the following milestones: Design, Review, DSA Approvals, Construction, and Project Closeout.

3. **Life Cycle Costs Over Twenty-five (25) Years.**
   a. Owner is interested in constructing new facilities whose sustainable design results in a low life cycle cost as calculated over a twenty-five (25) year period. As such, Owner will estimate the reasonably anticipated life cycle costs over twenty-five (25) years associated with each Proposal; the calculations will include each Contractor’s proposed Contract Sum for the Project and Contractor’s estimated operating costs and replacement costs of any systems/components whose service lives do not exceed twenty-five (25) years. All future costs will be calculated assuming 3% annual price increases (based on the initial year) for **Producer Price Indexes**, discounted to the present value at 2%. The Contractor whose Proposal is estimated to have the least expensive life cycle costs over 25 years will receive ten (10) points under this factor. The other Proposals will receive fewer points, as determined by Owner.

4. **Skilled Labor Force Availability.**
   a. Each Contractor that satisfies the requirements for “skilled labor force availability” as defined in California Education Code Section 81703(c)(2)(F) and agrees to comply with the terms and conditions of Owner’s Project Labor Agreement, attached as Annex A to Document 00 7349 (Project Stabilization Agreement) shall receive a maximum of ten (10) points.

5. **Key Design-Build Members.**
   a. The Contractor whose Proposal identifies design-build members, including architect(s), engineer(s), and mechanical and electrical subcontractor teams, that the Owner determines will provide the best value for the Project will receive five (5) points. In making this determination, Owner will take into account all available information provided by the Contractor, and will award one (1) point for each of the following factors:
      i) The nature and extent of the design-build members’ prior public work project experience;
      ii) Warranty claims made against the design-build members on prior projects;
      iii) The design-build members’ history of completing projects on time and under budget;
      iv) The number of college- and university-level educational facilities completed by the design-build members; and
      v) The design-build members’ experience in design-build teams.
   Contractors shall identify no more than five (5) key design-build members for this factor, with submissions limited to one (1) page per member.

6. **Acceptable Safety Record.**
   a. Each Contractor whose “safety record” is determined to be “acceptable” as provided by California Education Code Section 81703(c)(2)(G) shall receive ten (10) points.
7. **Architectural Aesthetics and Design Quality.**
   a. The Owner will evaluate and judge the quality, utility and architectural aesthetics of the design solutions proposed by each Contractor. The Contractor whose Proposal demonstrates the best quality, utility, and creative architectural ability shall receive ten (10) points under this factor. The other Proposals will receive fewer points, as determined by Owner.
   b. For purposes of this evaluation factor: The term “architectural aesthetics” shall broadly encompass the totality of a Contractor’s proposed design philosophy and solutions, including the quality and responsiveness of any Plans, Drawings, Schematics, Specifications, and similar Design Documents submitted with the Proposal.

8. **SLBE and SELBE Program Compliance.**
   a. Each Contractor can achieve up to ten (10) points by providing in its Proposal a realistically achievable plan to carry out the goals of Owner’s governing Board of Trustees of maximizing opportunities for local, small and emerging businesses to compete fairly for work associated with this Project as set forth in Annex A to Document 00 7330. The Contractor whose Proposal Owner determines contains the most realistically achievable plan to further these goals shall receive ten (10) points under this factor. The other Proposals will receive fewer additional points, as determined by Owner.

9. **Value Engineering.**
   a. Each Contractor can achieve up to five (5) point by providing a list of no more than fifteen (15) potential value engineering items for the Project, with approximate values for each. Contractors are not to assign dollar amounts to these items. The Contractor whose Proposal identifies the most effective and practical value engineering items for the Project shall receive five (5) points under this factor. The other Proposals shall receive less points, as determined by Owner.

C. **Tie Breaker.** In the event of a tie in the total number of points awarded to Contractor, the Proposal that, in the Owner’s sole discretion is determined to provide a superior design and construction solution with regard to sustainability, efficiency, and environmentally-friendly materials, systems and processes as compared to the other Proposal receiving a tied score, shall be considered to provide the Best Value to the Owner.

**ARTICLE 5 – AWARD**

5.01 **Notice Of Intent To Award**

A. If the Contract is to be awarded, Owner will award the Contract to the responsive Contractor whose proposal is determined in writing to provide the Best Value to the Owner. Owner shall provide its written decision and award within one hundred twenty (120) calendar days of Proposal submission. Owner’s written decision shall support the award of the Contract by stating in detail the basis of the award. Owner will deliver Document 00 5100 (Notice of Award) as provided herein. Best Value will be assigned to the Proposal that scores the greatest number of points in accordance with the methodology described herein. If awarded, the qualifying Contractor with the most points will be awarded the Contract as provided in this Document 00 1119 (Request for Proposals).

5.02 **Determination Of Best Value**

A. Upon completion of Owner’s evaluation of all Proposals, including without limitation all required action by the Owner’s Board of Trustees, Owner shall rank the responsive Contractor based on the evaluation factors set forth in paragraph 4.03 above, from most advantageous to least
advantageous to the Owner. Owner shall publicly announce its intent to award the Contract for the Project by issuing Document 00 5050 (Notice of Intent to Award), and by posting Document 00 5100 (Notice of Award) on Owner’s website and by electronically mailing it to the Contractor who submitted Proposals for this Project, along with all parties who requested that the Owner provide such notice. Document 00 5100 will be deemed properly delivered at the time it is posted on the Owner’s website.

5.03 Proposal Protest

A. Any Proposal Protest must be submitted in writing to the Owner’s main office (Attention Dr. Sadiq Ikharo, Vice Chancellor) before 5:00 p.m., no later than the sixth calendar day following posting of Document 00 5050 (Notice of Intent to Award). Any Proposal Protest received after the deadline as described herein shall be deemed null and void.

1. The initial Protest document must contain a complete statement of the basis for the Protest.

2. The Protest must refer to the specific portion of the document that forms the basis for the Protest, and must describe in detail the specific errors allegedly committed by the Owner in evaluating the protesting Contractor’s Proposal (or with regard to any other Contractor’s Proposal).

3. The Protest must contain the name, address and telephone number of the person or entity representing the protesting party.

4. The party filing the Protest must transmit a copy of the initial Protest document and any attached documentation concurrently to all other parties having a potential direct financial interest that may be adversely affected by the outcome of the Protest. Such parties shall include all other Contractor that appear to have a reasonable prospect of receiving an award depending upon the outcome of the Protest.

5. The procedure and time limits set forth in this paragraph are mandatory and are the Contractor’s sole and exclusive remedy in the event of Proposal Protest. The Contractor’s failure to promptly comply with these procedures shall constitute a waiver of any and all rights to further pursue the Proposal Protest, including without limitation filing a Government Code Claim or instituting legal proceedings. A Contractor may not rely on a Protest submitted by another Contractor, but must timely pursue its own Protest.

5.04 Announcement Of Award

A. Upon completion of Owner’s evaluation of all Proposals, including without limitation all required action by the Owner’s Board of Trustees, Owner shall rank the responsive Contractor based on the evaluation factors set forth in paragraph 4.03 above, from most advantageous to least advantageous to the Owner. Owner shall publicly announce the award of the Contract for the Project by issuing Document 00 5100 (Notice of Award), and by posting Document 00 5100 on Owner’s web site and by electronically mailing it to all parties who requested that the Owner provide such notice. The Notice of Award shall include all of the following: (1) the Contractor to whom the award is made; (2) the successful Contractor’s price proposal and its overall combined rating on the Request for Proposal evaluation factors; (3) the successful Contractor’s ranking in relation to all other responsive Contractor and their respective price proposals; (4) a summary of Owner's rationale for the contract award; and (5) any other item the Owner may elect.

5.05 Post-Notice Of Award Requirements

A. After Notice of Award, the successful Contractor must submit the following documents to Owner no later than 5:00 p.m. on the tenth (10th) calendar day following receipt of the Notice of Award. Execution of the Contract is dependent upon approval of these documents:

1. Document 00 5200 (Agreement): To be executed by the successful Contractor. Submit three (3) copies, each bearing all required original signatures.
2. Document 00 6113.13 (Construction Performance Bond): To be executed by successful Contractor and surety, in the amount set forth in Document 00 6113.13 (Construction Performance Bond).

3. Document 00 6113.16 (Construction Labor and Material Payment Bond): To be executed by successful Contractor and surety, in the amount set forth in Document 00 6113.16 (Construction Payment Bond).

4. Document 00 6536 (Guaranty): To be executed by successful Contractor, in the form set forth in Document 00 6536 (Guaranty).

5. Insurance forms, documents, certificates and endorsements required by Document 00 7316 (Insurance).

6. Letter of Assent to Project Labor Agreement: To be executed by successful Contractor, in the form set forth in Attachment A to the Project Labor Agreement, attached as page 32 of Annex A to Document 00 7349 (Project Stabilization Agreement).

7. Any other item specified in Document 00 5100 (Notice of Award).

B. Owner shall have the right to confirm the performance bond by communicating directly with the performance bond surety proposed by the selected Contractor. Sureties must be satisfactory to Owner. Corporate sureties on these bonds, and on bonds accompanying Proposals must be duly licensed to do business in the State of California and must have an A.M. Best Company financial rating of A, IX or better.

5.06 Failure To Execute And Deliver Documents

A. If the Contractor to whom the Contract is awarded fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates and other documents within ten (10) calendar days after such Award, Owner may, in its sole discretion, deposit the Contractor’s surety bond, cashier’s check or certified check for collection, and retain the proceeds as liquidated damages for Contractor’s failure to enter into the Contract Documents. The Contractor agrees that calculating the damages Owner may suffer as a result of the Contractor’s failure to execute and deliver all required Contract Documents and other required documents would be extremely difficult and impractical and that the amount of the Contractor’s required Proposal security shall be the agreed and presumed amount of Owner’s damages.

5.07 Right To Reject Proposals

A. Owner may reject any and all Proposals and waive any informalities or minor irregularities in the Proposals at its sole discretion. Owner also reserves the right, in its discretion, to reject any or all Proposals and to re-issue a new Request for Proposals for the Project. Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Proposals, request other proposals and to reject the Proposal of any Contractor if Owner believes that it would not be in the best interest of the Owner to make an award to that Contractor, whether because the Proposal is not responsive or the Contractor is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive informalities, inconsequential deviations or minor irregularities not involving price, time or changes in the Work, to the fullest extent permitted by law. For purposes of this paragraph, an unbalanced Proposal is one having nominal prices for some work items and enhanced prices for other work items.
ARTICLE 6 – GENERAL CONDITIONS AND REQUIREMENTS

6.01 Contact Information

A. Mailing and street address of Owner’s main office:

  ATTN: Dr. Sadiq Ikharo, Vice Chancellor
         Atheria Smith, Facilities Planning and Development Manager
         Peralta Community College District
         333 East Eight Street
         Oakland, California 94606

  Telephone: (510) 466-7336; (510) 587-7864
  Fax: (510) 466-7315
  Email: sikharo@peralta.edu; atheriasmith@peralta.edu

6.02 Wage Rates

A. Contractors are required to comply with all applicable prevailing wage requirements and/or regulations. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at Owner’s main office and are deemed included in the Proposal Documents. Upon request, Owner will make available copies to any interested party. State prevailing wage requirements are published by the Director of the State of California Department of Industrial Relations and can be found online at www.dir.ca.gov.

6.03 Equal Employment Opportunity

A. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

6.04 Ownership Of Documents

A. All materials, including copyrights for original design work, submitted by Contractor in response to this Request for Proposals shall become the property of the Owner.

6.05 Public Records Act Requests

A. Per the Public Records Act, Owner will make available to the public Contractor’s Proposals (to the extent opened), all correspondence and written questions submitted during the Proposal period, all Proposal submissions opened in accordance with the procedures of this Document 00 1119, and all subsequent Proposal evaluation information. Any submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, Owner will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Contractor. Any such trade secrets or proprietary financial information that a Contractor believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

B. Upon a request for records regarding a Proposal, Owner will notify Contractor involved within ten Days from receipt of the request of a specific time when the records will be made available for inspection. If the Contractor timely identifies any “proprietary, trade secret, or confidential commercial or financial” information that Contractor determines is not subject to public disclosure, and requests Owner to refuse to comply with the records request, Contractor shall take all...
appropriate legal action and defend Owner’s refusal to produce the information in all forums; otherwise, Owner will make such information available to the extent required by applicable law, without restriction.

C. All materials included with and Information disclosed in the Proposal and the attendant submissions are the property of Owner unless Contractor makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

6.06 Conformed Project Manual

A. Following Award of Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

6.07 Definitions

A. Except as set forth herein, all abbreviations and definition of terms used in these Instructions are set forth in Document 00 7253 (General Conditions) or Specifications Section 01 4200 (References and Definitions).

6.08 Project Stabilization Agreement

A. Owner executed a Project Stabilization Agreement for this Project. All Contractors must comply with the requirements of this Stabilization Agreement, a copy of which is attached as Annex A to Document 00 7349 (Labor Stabilization Agreement).

END OF DOCUMENT
TO THE BOARD OF TRUSTEES:

THIS PROPOSAL IS SUBMITTED BY:

____________________________________________________.

1.01 Submission of Proposal. The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an agreement with PERALTA COMMUNITY COLLEGE DISTRICT, a public entity ("Owner") in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish the Work specified of the Contract Documents and this Proposal. This Proposal consists of this Document 00 4200 and the following documents:

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 17, 2010</td>
<td>FLAD Architecture Drawing (1 Set)</td>
</tr>
<tr>
<td>December 17, 2010</td>
<td>FLAD Architecture Specifications (2 Binders)</td>
</tr>
<tr>
<td>October 26, 2009</td>
<td>Jensen-Van Lienden (Geotechnical Report)</td>
</tr>
</tbody>
</table>

1.02 Lump Sum Proposal Costs:

A. Architectural and Pre-Construction Costs $________________________
B. Const. Costs: General Requirements (Div 1) $________________________
C. Const. Costs Facility Const Subgroup (Div 2-14) $_____________________  
D. Const. Costs Facility Services Subgroup (Div 21-28) $___________________
E. Const. Costs Site & Infrastructure (Div 31-35) $_____________________
F. Const. Costs Process Equip Subgroup (Div 40-48) $_____________________

TOTAL PROPOSAL COSTS $________________________

1.03 Documents Comprising Proposal. This Proposal consists of this Proposal Form and all other required documents identified in Document 00 1119 (Request for Proposals), submitted herewith.
1.04 Alternatives:

A. Alternate 1: Dual Plumbing System

B. Alternate 2: Completion of Cold Shell Areas

C. Alternate 3: Photovoltaic Systems

D. Alternate 4: Solar Water Heating Panels

E. Alternate 5: Recycled Water

F. Alternate 6: Site Areas

1.05 Addendum Acknowledgement

A. The following addendum(s), posted on Owner’s website [http://eperalta.org/wp/business/purchasing-warehouse-division/documents], are acknowledged in this bid:

Addendum No. __________ to Addendum No. __________.

1.06 Time Period for Acceptance of Proposal. This Proposal will remain subject to acceptance for sixty (90) calendar days after the day of Proposal opening, unless a greater period is authorized by the Board of Trustees, and may not be withdrawn during that time period. The Contractor will sign and submit the Agreement, bonds and other documents required by these Contract Documents.

1.07 Owner Right to Reject this Proposal. The undersigned understands that Owner reserves the right to reject this Proposal, or all Proposals, in its sole discretion.

1.08 Acceptance of this Proposal. If written notice of the acceptance of this Proposal, referred to as the Notice of Award, is mailed or delivered to the undersigned within the time described in the documents listed in Document 00 1119 (Request for Proposals) as a condition of award, all within the time and in the manner specified above and in these Contract Documents. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.

1.09 Proposal Security. The undersigned encloses a certified check or cashier’s check of a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in an amount equal to ten percent (10 %) of Contractor’s Total Proposal Costs, made payable to the PERALTA COMMUNITY COLLEGE DISTRICT.

1.010 Principals. The names of all persons interested in the foregoing Proposal as principals are:

______________________________________________

______________________________________________

(IMPORTANT NOTICE: If Contractor or other interested person (including any partner or joint venturer of any partnership or joint venture Contractor, respectively) is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Contractor or other interested person is an individual, give first and last names in full).
1.011 Licensure. Contractor is licensed in accordance with an act for the registration of Contractors.

A. Contractor's License Number: ____________________________.

This Proposal is subject to the terms and conditions in Document 00 1119 (Request for Proposals), and is submitted by:

CONTRACTOR:

______________________________________________

By: ____________________________________________

Title: __________________________________________

NOTE: If the Contractor is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Contractor is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. All signer(s) represent and warrant that they are authorized to sign this Proposal on behalf of Contractor.

Business Address:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Telephone Number: _________________________________________________________

Fax Number: ______________________________________________________________

Date of Proposal: ____________________________________________________________

END OF DOCUMENT