January 10, 2013

ADDENDUM No. 2
Bid No.: 12-13/12
(Project No. 2399)
College of Alameda
Cougar Village Expansion
Modular Bid Submittal
Package 1

This Addendum modifies the original Bid Documents for the above Bid. Acknowledge receipt of this addendum in the space provided on the BID FORM. Failure to do so may subject Bidder to disqualification.

The original Bid Documents are updated by the information as follows:
CHANGES TO THE PROJECT MANUAL:

DOCUMENT 001 – TITLE PAGE

A. Change “Advertisement Date: 1/2/13” to “Advertisement Dates: 12/26/2012 and 1/2/13.”

DOCUMENT 00100 - NOTICE INVITING BIDS

A. Article 6 -Mandatory Pre-Bid Meeting and Site Visit. Change MANDATORY PRE-BID MEETING AND SITE VISIT. Owner will conduct two Mandatory Pre-Bid Meeting and Site Visit at College of Alameda, 555 Atlantic Avenue (Ralph Appezzato Memorial Parkway), Alameda, CA 94501. (Meet at Building A Main entrance/ Breezeway), Phone (510) 377-0748, on January 9, 2013 at 10:00 a.m.” to MANDATORY PRE-BID MEETING AND SITE VISIT. Owner will conduct one Mandatory Pre-Bid Meeting and Site Visit at College of Alameda, 555 Atlantic Avenue (Ralph Appezzato Memorial Parkway), Alameda, CA 94501. (Meet at Building A Main entrance/ Breezeway), Phone (510) 377-0748, on January 22, 2013 at 10:00 a.m.
A. Article 11.4 -MANDATORY PRE-BID MEETING AND SITE VISIT. Change Bidders are encouraged to submit written questions in connection with the Meetings and Site Visits. Owner will transmit to all parties recorded as having received Bidding Documents such Addenda as Owner in its discretion considers necessary in response to written questions. Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective to Bidders are encouraged to submit written questions in connection with the Meetings and Site Visits via email. Owner will transmit to all parties recorded as having received Bidding Documents such Addenda as Owner in its discretion considers necessary in response to written questions. Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective. The Deadline for submittal of RFI questions is February 5, 2013

DOCUMENT 00400 – BID FORM

A. Change “Bid Number 2399“ to “Bid No. 12-13/12, Project Number 2399” Revised Document 00400 - BID FORM is attached

DOCUMENT 00505 – NOTICE OF INTENT TO AWARD FOR CONSTRUCTION

A. Change “Project No.: 2345 to Project No.:2399 “Revised Document 00505 - NOTICE OF INTENT TO AWARD FOR CONSTRUCTION is attached.

DOCUMENT 00610 – CONSTRUCTION PERFORMANCE BOND

A. Change “Project No.: 2345 to Project No.:2399 “Revised Document 00610 – CONSTRUCTION PERFORMANCE BOND is attached.

All other terms and conditions of BID No. 12-13/12 to remain the same.
Bids are requested by the Peralta Community College District (hereinafter “Owner”), for a general construction contract, or work described in general, as follows:

**College of Alameda**  
Cougar Village Expansion  
Modular Bid Submittal Package 1  
(Bid No.: 12-13/12)  
(Project No.2399)

### 1 RECEIPT OF BIDS.

1.1 Sealed bids will be received by Owner no later than the time specified for receipt of bids in Document 00100 (Notice Inviting Bids). Owner will receive Bids in two opaque sealed 10” x 13” envelopes labeled Envelope “A” and Envelope “B,” each containing the respective items described in paragraphs 4 and 5 below, respectively. All Bid envelopes will be time stamped to reflect their submittal time. Envelope “A” and Envelope “B shall be due by 2 p.m. Owner will reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00200.

### 2 BID SUBMITTAL LOCATION.

2.1 Bid shall be received and reviewed at

Peralta Community College District  
Purchasing Department  
Attn: **David Bui**  
501 5th Avenue  
Oakland, CA 94606  
(510) 466-7225

Document 00201 (Bid Submittal Map) shows the location.
2.2

3  BID SUBMISSION.

3.1 Bidder should mark its Bid envelopes as “BID FOR THE PERALTA COMMUNITY COLLEGE DISTRICT, BID NUMBER 12-13/12, PROJECT NUMBER 2399, COLLEGE OF ALAMEDA, COUGAR VILLAGE EXPANSION, MODULAR BID SUBMITTAL PACKAGE 1.”, Envelope “A” or “Envelope “B,” as appropriate. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of Owner made as part of Bid evaluation process after submission of Bid. Bidder’s failure to submit all required documents strictly as required entitles Owner to reject the bid as non-responsive.

CONTENTS OF ENVELOPE “A” - BID PRICE.

4  Envelope “A” shall include:

4.1.1 Document 00400 (Bid Form) completed in accordance with paragraph 6 of this Document 00200.
4.1.2 Bid security supplied and completed in accordance with paragraph 7 of this Document 00200.
4.1.3 Document 00430 (Subcontractors List) in accordance with paragraph 8 of this Document 00200.
4.1.4 Document 00481 (Non-Collusion Affidavit).

5  CONTENTS OF ENVELOPE “B” - BIDDER QUALIFICATIONS.

6  Envelope “B” shall include:

6.1.1 Statement of Qualifications submitted in accordance with paragraph 9 of this Document 00200 and Document 00450 (Statement of Qualifications for Construction Work).
6.1.2 Document 00420 (Bidder Registration Form). Bidder must complete this form and include comprehensive answers to all questions.
6.1.3 Document 00482 (Bidder Certifications). Bidder must complete this form as indicated.

7  REQUIRED BID FORMS.

7.1 All Bidders must submit Bids using, where applicable, documents supplied in this Project Manual, including without limitation Document 00400 (Bid Form) Document 00420 (Bidder Registration Form), Document 00430 (Subcontractors List), Document 00450 (Statement of Qualifications), Document 00460 (Schedule of Major Equipment and Material Suppliers), Document 00481 (Non-Collusion Affidavit) and Document 00482 (Bidder Certifications). Owner will reject as non-responsive any Bid not submitted on the required forms. Bids must be full and complete and legible. Bidders must complete all Bid items and supply all information required by Bidding Documents. Owner reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the bid. Bidders may not modify the Bid Form or qualify their Bids. Bidders must submit clearly and distinctly written Bids. Bidders must clearly make any changes in their Bids by crossing out original entries, entering new entries, and initialing new entries. Owner reserves the right to reject any Bid not clearly written.

8  REQUIRED BID SECURITY.

8.1 Bidders must submit with their Bids either: cash, a cashier’s check, or certified check from a responsible bank in the United States, or corporate surety bond furnished by a surety authorized to do business in the State of California, of not less than ten percent of the total amount of Bid (excluding alternates, if any), payable to Owner. All Bidders choosing to submit a surety bond must submit it on the required form, Document 00411 (Bond Accompanying Bid). Owner will reject as non-responsive any Bid submitted without the necessary Bid security.

8.2 Owner may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of 90 Days after award or full execution of the Contract, whichever first occurs. Upon full execution of the Contract, and upon request by Bidder, Owner will return to the respective unsuccessful Bidders their Bid securities and Bid bonds.

9  REQUIRED SUBCONTRACTORS LIST.
9.1 All Bidders must submit with their Bids the required information on all Subcontractors in Document 00430 (Subcontractors List) for those Subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work of improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent of total Bid. Violation of this requirement may result in Bid being deemed non-responsive and not being considered.

10 REQUIRED STATEMENT OF QUALIFICATIONS AND PRELIMINARY STATEMENT OF QUALIFICATIONS.

10.1 Bidders shall meet minimum qualification standards to be found a responsible bidder and eligible for award of the Contract. To facilitate bidding by all qualified Bidders, Owner will pre-assess Bidders at the outset of the bidding process, so that Bidders have information on their qualification status prior to investing the time and expense required to prepare a Bid.

10.2 Required Preliminary Statement of Qualifications:

10.2.1 In order to be eligible to bid on this Contract, each Bidder must submit a Preliminary Statement of Qualifications (“PSOQ”) no later than 2:00 p.m., on February 5, 2013., containing all information required by Document 00450 Statement of Qualifications for Construction Work, to include Bidder and all potential “Designated Subcontractors” (as identified in Document 00450.) Owner may in its sole discretion accept a PSOQ (or a portion thereof, such as an additional potential subcontractor) after this deadline. Bidder's PSOQ shall include required information regarding Bidder's proposed scheduler and scheduling abilities, but need not include the CPM schedule covering the first 60 days of the project (which shall accompany the final SOQ submitted on bid day). Owner will notify prospective Bidders within ten (10) days after receipt of the PSOQ if Bidder's and potential Designated Subcontractors qualification information as submitted (and if unchanged and verified on Bid Day) would appear to meet applicable Owner Bidder qualification standards, and/or if specific concerns exist that Bidder and/or its Designated Subcontractors might seek to remedy; such notice shall be sent individually and confidentially.

10.3 Required Final Statement of Qualifications:

10.3.1 In order for a Bidder to be eligible to Bid on this Contract, it must submit with its bid a final Statement of Qualifications responsive to the requirements identified in Document 00450 (Statement of Qualifications for Construction Work) (“SOQ”), including without limitation qualification information for Subcontractors, superintendent, project management and schedulers, identified in Document 00450. Except as otherwise provided in paragraphs 20 and 21 of this Document 00200 or in Document 00450, Owner will make final determinations regarding Bidder responsibility based upon the SOQ submitted as part of Envelope “B” on Bid day. Information in the SOQ shall be current as of Bid Day.

10.4 Subcontractor Qualifications:

10.4.1 Bidders attention is drawn to the fact that the qualifications of Designated Subcontractors is deemed integral and part of Bidders qualifications and the determination by Owner of a Bidder as a responsible bidder.

11 MANDATORY PRE-BID MEETING[S] AND SITE VISIT.

11.1 Owner will conduct one Mandatory Pre-Bid Meeting and Site Visit at 10:00 a.m. on January 22, 2013.

11.2 The mandatory Pre-Bid Meeting and Site Visit will cover, among other matters, the requirements for the PSOQ and final SOQ. The Meetings will commence at the breezeway of Building “A” the Administration Building at the College of Alameda and will include a walking tour of the Project Site. Each Bidder must be represented at each Meeting and Site Visit. Each representative shall sign an attendance sheet identifying the Bidder represented.

11.3 Owner reserves the right to schedule and organize the Site Visits to minimize disruption to surrounding facilities and congestion. Any Bidder wishing to investigate subsurface conditions or otherwise conduct invasive investigations, explorations, test, or studies at this Site, shall schedule such examinations with
Owner by providing Owner at least seven (7) days written notice. Additionally, any such Bidder must deliver an executed Document 00210 (Access, Indemnity and Release Agreement) and provide an insurance certificate as described therein by noon of the Day prior to the site examination. Bidders who intend only to observe Site conditions and not conduct such examinations are not required to provide an executed Document 00210 or an insurance certificate.

Bidders are encouraged to submit written questions in connection with the Meetings and Site Visits via email. Owner will transmit to all parties recorded as having received Bidding Documents such Addenda as Owner in its discretion considers necessary in response to written questions. Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective. The Deadline for submittal of RFI questions is February 5, 2013

12 OTHER REQUIREMENTS PRIOR TO BIDDING.
12.1 Submission of Bid signifies Bidder’s careful examination of Bidding Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidder’s attention is directed to Document 00700 (General Conditions), Article 2, that describes Bidder’s required pre-bid investigations, notices to Owner of questions and receipt of answers in Addenda. Bidders must advise Owner of any unresolved questions, ambiguities, or inconsistencies in the supplied bidding documents.

13 EXISTING DRAWINGS AND GEOTECHNICAL DATA.
13.1 Bidders may examine any available existing conditions information (e.g. record documents, specifications, studies, drawings of previous work on site) by giving Owner reasonable advance notice, as well as applicable environmental assessment information (if any) regarding the Project. Document 00320 (Geotechnical Data and Existing Conditions) applies to all supplied existing conditions information and geotechnical reports and all other information supplied regarding existing conditions either above ground or below ground. Owner will make copies available for the cost of printing. A Bidder must give two (2) days advanced notice if copies are desired.

14 ADDENDA.
14.1 Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner (Attention: Facilities Project Manager or Director of Capital Projects) in writing, using attached form. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed, faxed, or delivered to all parties recorded by Owner as having received Bidding Documents. Addenda will be written and will be issued to each Bidder to the address or fax number supplied to Owner by Bidder. Owner may not answer questions received less than ten (10) Days prior to the date for opening Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. To the extent that Owner, or any representative thereof, upon inquiry by Bidder, orally direct Bidder’s attention to specific provisions of the Contract Documents which cover the subject of the inquiry, the entire set of Contract Documents shall nonetheless govern.

14.2 In addition:
14.2.1 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.
14.2.2 Addenda shall be acknowledged by number with signature in Document 00400 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

15 SUBSTITUTIONS.
15.1 Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda.
15.1.1 Bidders wanting to use “or equal” item(s) may submit Document 00660 (Substitution Request Form) no later than the date specified in Document 00100. After that date, Owner will not accept “or equal” substitution requests. To assess “or equal” acceptability of product or system, submittals of substitutions shall contain the information required in Document 00660 and set forth in Section 01600 (Product Requirements). Insufficient information will be grounds for rejection of substitution. Owner shall, within a reasonable period of time after having received a request for
substitution, issue in writing its decision as to whether the proposed substitute item is an “or
equal” item for compatibility to Owner systems, durability, or quality. Owner’s decision shall be
conclusive on all Bidders.

15.1.2 Approved substitutions made during the bid period, shall be listed in Addenda and become part of
Contract Documents.

15.1.3 Substitutions may be requested after submitting Bids and Award of Contract only in accordance
with Section 01600 (Product Requirements).

15.1.4 As a limitation on Bidder’s privilege to substitute “or equal” items, Owner has found that certain
items are designed as Owner standards and certain items are designed to match existing items in
use on a particular public improvement either completed or in the course of completion. As to
such items, Owner will not permit substitution. Such items are noted in the Technical
specifications. As a further limitation on Bidder’s privilege to substitute items, Owner has found
that certain necessary items are only available from one source. As to such items, Owner will not
permit substitution.

16 WAGE RATES.

16.1 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 office and are deemed included in the Bidding Documents.
Upon request, Owner will make available copies to any interested party. Also, Contractor shall post the
applicable prevailing wage rates at the Site. The California Department of Industrial Relations website is
www.dir.ca.gov.

17 EQUAL EMPLOYMENT OPPORTUNITY.

17.1 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.

18 DRAWINGS AND BIDDING DOCUMENTS.

18.1 Complete sets of Bidding Documents must be used in preparing Bids. Neither Owner nor Architect assume
any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding
Documents. The Drawings bound in the Bidding Documents are reduced scale reproductions. The amount
of reduction is indicated by a note or scale bar on the Drawings. Copies of full-scale Drawings, including
individual Drawings, may be obtained from Architect for the cost of reproduction, plus shipping and
handling. Full-size drawings will only be made available to firms who previously obtained a complete set
of Bidding Documents. No return of full-size Drawings is required, and no refund will be made.

19 BID OPENING.

19.1 Owner will open all Bidders’ Envelopes “A” at2:00 p.m. (after receipt of Envelope “B”) on the specified
date, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.
Owner will not open Envelopes “B” publicly, and except for the Apparent Low Bidder’s Envelope “B” and
next apparent low bidder’s Envelope “B” (or as otherwise provided in this Document 00200), they will
remain unopened.

19.2 Determination of Apparent Low Bidder (Envelope “A”).

19.2.1 All Bidders are required to submit Bids on all Bid items including any alternates. Apparent Low
Bid will be determined in accordance with Public Contract Code Section 20103.8(b), and take into
account only the specific alternate(s), if any, specifically identified as such in Document 00400
(Bid Form) : Owner reserves the right to add to or deduct from the Contract any of the additive or
deductive items at any time within 60 Days after commencement of Contract Time, etc.

19.3 Evaluation of Bidder Responsibility (Envelope “B”).

19.3.1 Owner will open Apparent Low Bidder’s Envelope “B” and check its contents for compliance
with paragraph 5 above and this paragraph 20. Owner will notify Apparent Low Bidder in writing
of any deficiencies found and will provide Bidder the opportunity to respond in writing with reasonable clarifications but will not allow any changes in the nature of Bidder as a business entity.

19.3.2 If any Apparent Low Bidder is determined to be non-responsive or non-responsible, Owner may proceed to examine the next Apparent Low Bidder’s Envelope “B” pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder. Owner shall use reasonable efforts to make the responsive responsible Apparent Low Bidder’s Envelope “B” public on the fifth Day following opening of the Bidders’ Envelope “A”的, subject to paragraph 29 below.

19.3.3 Document 00450 sets forth the minimum criteria for a Bidder to be found responsible. Bidder’s attention is called to the requirements of Document 00450 for a Bidder to be found responsible to perform the Work.

20 BID EVALUATION.

20.1 Owner may reject any or all bids and waive any informalities or minor irregularities in the Bids. Owner also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project. Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. For purposes of this paragraph, an “unbalanced Bid” is one having nominal prices for some work items and enhanced prices for other work items.

20.1.1 In evaluating Bids, Owner will consider Bidders’ qualification, whether or not the Bids comply with the prescribed requirements, unit prices and other data, as may be requested in Document 00400 (Bid Form) or prior to the Notice of Award.

20.1.2 Subject to any pre-qualification process for the Bidders, Owner may otherwise conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, suppliers and other persons and organizations as Owner deems necessary to assist in the evaluation of any Bid. Owner shall also have the right to communicate directly with Bidder’s surety regarding Bidder’s bonds.

20.1.3 Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum or any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.

20.1.4 Quantities stated in the Bidding Documents are approximate only and are subject to correction upon final measurement of the Work, and are subject further to the rights reserved by Owner to increase or diminish the amount of work under any classification as advantages to design or construction needs require.

20.1.5 Owner may determine whether a Bidder is qualified in its sole discretionary judgment.

21 AWARD.

21.1 If the Contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder. Following completion of all required Owner procedures and receipt of all Owner approvals, Owner will issue Document 00510 (Notice of Award) to successful Bidder. If a bid protest is filed, then Owner reserves the right to request that each Bidder agree to extend by an additional twenty (20) days the mandatory time periods specified in Document 00400 (Bid Form) for their bid to remain open, to which each Bidder may consent in its discretion.

22 BID PROTEST.

22.1 Any Bid protest must be submitted in writing to Owner’s offices before 2:00 p.m. of the fifth Day following posting in the District Website: http://web.peralta.edu/purchasing/documents-list-of-current-bids-rfps-and-rfqs/ of Document 00505 (Notice of Intent to Award for Construction). Time will be determined by clock in conference room of Owner’s Headquarters. Owner will use reasonable efforts to deliver by facsimile a copy of Document 00505 to all Bidders who submitted Bids no later
than the Business Day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described above

22.2 Procedures for Submitting Bid Protests:

22.2.1 The initial protest must contain a complete statement of the basis for the protest.

22.2.2 The protest must refer to the specific portion of the document that forms the basis for the protest.

22.2.3 The protest must include the name, address, and telephone number of the person representing the protesting party.

22.2.4 Only Bidders who Owner otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, Owner may open and evaluate information contained in any protesting Bidder’s Envelope “B”, and conduct the same investigation and evaluation as Owner is entitled to make regarding an Apparent Low Bidder.

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

22.3 Exclusive Remedy

22.3.1 The procedure and time limits set forth in this paragraph are mandatory and are Bidder’s sole and exclusive remedy in the event of a Bid protest. Bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.
23 POST-NOTICE OF AWARD REQUIREMENTS.

23.1 After Notice of Award, the successful Bidder must execute and submit the following documents to Owner by 2:00 p.m. of the tenth (10) Day following Notice of Award. Execution of Contract by Owner depends upon approval of these documents, and any other document identified in Owner’s Notice of Award:

23.1.1 Document 00520 (Agreement): To be executed by successful Bidder. Submit four originals, each bearing an original signature.

23.1.2 Document 00610 (Construction Performance Bond): To be executed by successful Bidder and surety, in the amount set forth in Document 00610 (Construction Performance Bond). Submit one original.

23.1.3 Document 00620 (Construction Labor and Material Payment Bond): To be executed by successful Bidder and surety, in the amount set forth in Document 00620 (Construction Labor and Materials Payment Bond). Submit one original.

23.1.4 Insurance certificates and endorsements required by Document 00700 (General Conditions) or Document 00821 (Supplementary Conditions – Insurance). Submit one original set.

23.1.5 Document 00630 (Guaranty). Submit four originals, each bearing an original signature.

23.1.6 Any other item described in Document 00510 (Notice of Award).

23.2 Owner shall have the right to communicate directly with Apparent Low Bidder’s proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

23.3 Successful Bidder’s failure to submit the documents required herein, in a proper and timely manner, entitles Owner to rescind its award, and to cause Bidder’s Bid security to be forfeited as provided herein.

24 FAILURE TO EXECUTE AND DELIVER DOCUMENTS.

24.1 If Bidder to whom Contract is awarded shall, within the period described in paragraph 24 of this Document 00200, fail or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, foreclose on Bidder’s deposit surety bond, or deposit Bidder’s cashier’s check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder’s failure to enter into the Contract Documents. Bidder agrees that calculating the damages Owner may suffer as a result of Bidder’s failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder’s required Bid security shall be the agreed and presumed amount of Owner’s damages. In addition, upon such failure Owner may determine the next Apparent Low Bidder and proceed accordingly.

25 MODIFICATION OF COMMENCEMENT OF WORK.

25.1 Owner expressly reserves the right to modify the currently anticipated date for the Commencement of Work under the Contract and to independently perform and complete work related to the Project, subject, however, to the procedures in Document 00700 (General Conditions).

26 WITHDRAWAL OF BIDS.

26.1 Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00200, only by written request for the withdrawal of Bid filed with Owner at Owner’s office. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit Owner to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure contract for any goods or services.

27 INELIGIBLE CONTRACTORS AND SUBCONTRACTORS.

27.1 Owner shall not accept a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. (See California Public Contract Code section 6109.) The California Division of Labor Standards
Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

28 PUBLIC RECORDS ACT REQUESTS.

28.1 Per the Public Records Act, Owner will make available to the public Bidder’s SOQ (if bidder’s Envelope “B” is opened), all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures of the Document 00200, and all subsequent Bid evaluation information. All submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise require by law, Owner will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Bidder (including but not limited to the SOQ). Any such trade secrets or proprietary financial information that a Bidder 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.

28.2 Upon a request for records regarding this Bid, Owner will notify Bidder involved within ten Days from receipt of the request when the records will be made available for inspection. If the Bidder timely identifies any “proprietary, trade secret, or confidential commercial or financial” information that Bidder determines is not subject to public disclosure, and requests Owner to refuse to comply with the records request, Bidder 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 require by applicable law, without restriction.

28.3 Information disclosed in the SOQ and the attendant submissions are the property of Owner unless Bidder 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.

29 CONSTRUCTION PAYMENT BOND AND CONSTRUCTION LABOR AND MATERIALS BOND SURETY.

29.1 Document 00610 (Construction Performance Bond) and Document 00620 (Construction Labor and Material Payment Bond) shall be executed by a surety insurer admitted in the State of California by the Department of Insurance. Bidder shall verify Surety’s admission by either: (1) printing out information from the website of the Department of Insurance confirming that Surety is an admitted surety insurer; or, (2) obtaining a certificate from the County Clerk confirming that Surety is an admitted insurer. Bidder shall attach such verification to Document 00610 and Document 00620.

30 CONFORMED CONSTRUCTION DOCUMENTS.

30.1 Following Award of Contract, Owner may prepare a conformed set of Contract Documents reflecting Addenda issued during bidding, which will, failing reasonable objection, constitute the approved set of Contract Documents.

31 DEFINITIONS.

31.1 All abbreviations and definitions of terms used in this Document 00200 are set forth in Section 01420 (References and Definitions).

END OF DOCUMENT
DOCUMENT 00400

BID FORM

TO THE BOARD OF TRUSTEES OF Peralta Community College District

THIS BID IS SUBMITTED BY:

____________________________________________________________________________________
(Firm/Company Name)

Re: Peralta Community College District
Cougar Village Expansion Modular Bid Submittal Package 1 at College of Alameda, 555 Atlantic Avenue (Ralph Appezzato Memorial Parkway), Bid No.12-13/12, Project No.: 2399

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Peralta Community College District (hereinafter “Owner”) in the form included in the Contract Documents, Document 00520 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Notice Inviting Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Days after the day of Bid opening.

3. In submitting this Bid, Bidder represents:

(a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

<table>
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<tr>
<th>Addendum Number</th>
<th>Addendum Date</th>
<th>Signature of Bidder</th>
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(b) Bidder acknowledges receipt of Pre-Bid Conference minutes, if any.

(c) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as required in Document 00700 (General Conditions), Article 2.

(e) Bidder has given Owner prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by Owner is acceptable to Contractor.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:
SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01100 (Summary of Work). Quote in figures only, unless words are specifically requested.

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<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>TOTAL</th>
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<tr>
<td>1.</td>
<td>Base Bid</td>
<td>$</td>
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<td>2.</td>
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<td>3.</td>
<td>Allowance 1 Unforeseen Site Conditions</td>
<td>$50,000</td>
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<td>4.</td>
<td>Allowance 2 Coordination with existing Portables</td>
<td>$25,000</td>
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<td>TOTAL BID PRICE</td>
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Total Bid Price: __________________________________________ (Words)

| Alternate No. 1 | $ | $ |
| Alternate No. 2 | $ | $ |

[if there are alternates, include scope reference]

5. Selection of Apparent Low Bidder The undersigned acknowledges that the Apparent Low Bidder will be the Bidder submitting the “Total Bid Price” (i.e., the total of Bid Items 1 through 7) reduced by the value of Alternate No. 1, based on the assumptions (if any) set forth in the Schedule of Bid Prices. [Although Alternate No. 1 will be considered in the calculation of Apparent Low Bidder, Owner may exercise Alternate No. 1 in its sole discretion.]

6. Subcontractors for work included in all Bid items are listed on the attached Document 00430 (Subcontractors List).

7. The undersigned Bidder understands that Owner reserves the right to reject this Bid.

8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00400 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Document 00520 (Agreement), Document 00610 (Construction Performance Bond), and Document 00620 (Construction Labor and Material Payment Bond).

9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

Error! Unknown document property name.
10. The undersigned Bidder herewith encloses cash, a cashier’s check, or certified check of or on 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 form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to Owner.

10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all Work within the time specified in Document 00520 (Agreement).

11. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00520 (Agreement) shall be as set forth in Document 00520 (Agreement).

12. The names of all persons interested in the foregoing Bid as principals are:

**IMPORTANT NOTICE:** If Bidder or other interested person 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 Bidder or other interested person is an individual, give first and last names in full.

**NAME OF BIDDER:**

licensed in accordance with an act for the registration of Contractors, and with license number: ____________________________ Expiration: ____________________________.

(Place of Incorporation, if Applicable)            (Principal)

(Principal)

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of Bidder)

**NOTE:** If Bidder 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 Bidder 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.

Business Address:

________________________________________

________________________________________

________________________________________
Contractor’s Representative(s):

________________________________________
(Name/Title)

________________________________________
(Name/Title)

________________________________________
(Name/Title)

Officers Authorized to Sign Contracts

________________________________________
(Name/Title)

________________________________________
(Name/Title)

________________________________________
(Name/Title)

Telephone Number(s):

(Area Code)  (Number)

(Area Code)  (Number)

Fax Number(s):

(Area Code)  (Number)

(Area Code)  (Number)

Date of Bid:

________________________________________

END OF DOCUMENT
NOTICE OF INTENT TO AWARD FOR CONSTRUCTION

DATE POSTED: ___________________________, 20____

CONTRACT NO. __________

PROJECT TITLE:

College of Alameda
Cougar Village Expansion
Modular Bid Submittal Package 1
(Bid No.: 12-13/12)
(Project No.2399)

Peralta Community College District intends to recommend to its [Board of Trustees] award of the above-referenced project to (Name of Contractor) ________________________________.

SIGNATURE ________________________________ DATE __________________

_____________________________
Title

END OF DOCUMENT
CONSTRUCTION PERFORMANCE BOND

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated [Month, Day], 20___ is in the penal sum of ___________________________ , which is one hundred percent of the Contract Sum, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to ___________________________________________ Name of Contractor, ___________________________________________ Name of Surety, ___________________________________________ Name of Owner (hereinafter “Owner”), or other party shall be considered plural where applicable.

CONTRACTOR: ___________________________ ___________________________
Name: ___________________________ Name: ___________________________
Address: ___________________________ Principal Place of Business: ___________________________
_________________________________________ City/State/Zip: ___________________________

SURETY: ___________________________
Company: ___________________________
Signature: ___________________________
Name: ___________________________

CONSTRUCTION CONTRACT:

College of Alameda
Cougar Village Expansion
Modular Bid Submittal Package 1
(Bid No.: 12-13/12)
(Project No.2399)

College of Alameda
555 Atlantic Avenue (Ralph Appezzato Memorial Parkway)

DATED ___________________________ , 20___ in the amount of $ ___________________________ (the “Penal Sum”).

CONTRACTOR AS PRINCIPAL ___________________________
Signature: ___________________________
Name: ___________________________

SURETY ___________________________
Company: ___________________________
Signature: ___________________________
Name: ___________________________
BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.

2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.

3. If there is no Owner Default, Surety’s obligation under this Bond shall arise after:

3.1 Owner has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and

3.2 Owner has agreed to pay the Balance of the Contract Sum:

3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or

3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly (within 60 Days) and at Surety’s expense elect to take one of the following actions:

4.1 Arrange for Contractor, with consent of Owner, to perform and complete the Construction Contract (but Owner may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below); or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without Owner’s consent; or

4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to Owner for a contract for performance and completion of the Construction Contract and, upon determination by Owner of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by Owner and the contractor selected with Owner’s concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety’s obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to Owner the amount of such excess; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with Owner, determine in good faith its monetary obligation to Owner under Paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to Owner with full explanation of the payment’s calculation. If Owner accepts Surety’s tender under this Paragraph 4.4, Owner may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If Owner disputes the amount of Surety’s tender under this Paragraph 4.4, Owner may exercise all remedies available to it at law to enforce Surety’s liability under Paragraph 6, below.

5. If Surety does not proceed as provided in Paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond. At all times Owner shall be entitled to enforce any remedy available to Owner at law or under the Construction Contract including, without limitation, and by way of
example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.

6. Surety’s monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety’s obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety’s obligations shall include, but are not limited to:

6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;

6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages.

6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above (but excluding attorney’s fees incurred to enforce this Bond).

7. No right of action shall accrue on this Bond to any person or entity other than Owner or its successors or assigns.

8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond unless such change, alteration, Modification, deletion or addition is a cardinal change.

9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Owner and Contractor regarding the Construction Contract, or in the courts of the County of Kern, or in a court of competent jurisdiction in the location in which the Work is located. Communications from Owner to Surety under Paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under Paragraph 3.2 of this Bond unless expressly stated otherwise.

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to Owner shall be mailed or delivered as provided in Document 00520 (Agreement). Actual receipt of notice by Surety, Owner or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

12. Definitions

12.1 Balance of the Contract Sum: The total amount payable by Owner to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

12.2 Construction Contract: The agreement between Owner and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, limited to “default”
or any other condition allowing a termination for cause as provided in Document 00700 (General Conditions).

12.4 Owner Default: Material failure of Owner, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT