

# UNIVERSITY OF CALIFORNIA, SANTA BARBARA

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

OFFICE OF DESIGN & CONSTRUCTION SERVICES and PHYSICAL FACILITIES

CONTRACTING SERVICES

Building 439

Santa Barbara, California 93106-1030

Telephone (805) 893-3356

Fax (805) 893-8592

**SENT VIA:** ☐ FAX ON THIS DATE  
☐ HAND DELIVERY ON THIS DATE  
☐ EXPEDITED MAIL ON THIS DATE

## HOLDERS OF PLANS AND SPECIFICATIONS:

New Emergency Generator, San Rafael Hall, Bldg. 586

Project No. FM120144S/293-44

**Addendum No. 1**

May 24, 2012

Enclosed is **ADDENDUM NO. 1** to the Construction Documents on the above-captioned project.

Bid date is Thursday, May 31, 2012, at 2:30PM to be held at:

CONTRACTING SERVICES  
Facilities Management, Bldg. 439  
Door #E, Reception Counter  
University of California, Santa Barbara  
Santa Barbara, CA 93106-1030

Late arrivals shall be disqualified. Please allow time for unforeseen traffic delays, securing a parking permit and potential parking problems.

**Note: A REVISED Bid Form has been included herein. Any Bids not submitted on the required "Bid Form (Rev.1)" may be rejected by the University as non-responsive.**

A handwritten signature in blue ink, appearing to be 'G. Moore', written over a horizontal line.

Greg Moore  
Associate Director, Contracting Services

ADDENDUM NO. 1

to the

CONSTRUCTION DOCUMENTS

May 24, 2012

**GENERAL**

The following changes, additions or deletions shall be made to the following document(s) as indicated; all other conditions shall remain the same.

**I. BID FORM**

Item No.

- 1.1            **REPLACE** – Replace, in its entirety, the existing project “Bid Form” included in the Bidding Documents, and replace them with the **attached “Bid Form (Rev. 1)”** (8 Pages). Please be advised that any bids not submitted on the required “Bid Form (Rev. 1)”, may be rejected by the University as non-responsive.

END OF ADDENDUM NO. 1

BID FORM (Rev. 1)

FOR: New Emergency Generator, San Rafael Hall, Bldg. 586

FM120144S/293-44

UNIVERSITY OF CALIFORNIA  
SANTA BARBARA  
SANTA BARBARA, CALIFORNIA

May 2012

BID TO: University of California, Santa Barbara  
Facilities Management, Building 439  
Door E, Reception Counter  
Santa Barbara, CA 93106  
(805)893-3298

BID FROM:

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(Email Address)

DATE BID SUBMITTED

\_\_\_\_\_  
(Date)

**Note: All portions of this Bid Form (Rev. 1) must be completed and the Bid Form (Rev. 1) must be signed when the Bid is submitted. Failure to do so may result in the BID being rejected as non-responsive.**

**1.0 BIDDER'S REPRESENTATIONS**

Bidder, represents that a) Bidder and all Subcontractors, regardless of tier, has the appropriate current and active Contractor's licenses required by the State of California and the Bidding Documents; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within 60 days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to University the Agreement in triplicate and furnish to University all items required by the Bidding Documents. If awarded the Contract, Bidder agrees to complete the proposed Work within One Hundred Twenty (120) calendar days after the date of commencement specified in the Notice to Proceed.

**2.0 ADDENDA**

Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from University's facility at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that has been issued for this Bid.

**3.0 NOT USED**

**4.0 LUMP SUM BASE BID**

\$   ,    ,    .    
(Place Figures in appropriate boxes)

**5.0 SELECTION OF APPARENT LOW BIDDER**

Refer to the Instructions to Bidders for selection of apparent low bidder.

**6.0 NOT USED**

**7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS (Used As Basis For Award)**

Bidder shall determine and provide below the daily rate of compensation for any Compensable Delay caused by University at any time during the performance of the Work:

\$  ,  .  x 10 **MULTIPLIER**  
(Place Amount in Figures in appropriate boxes)

University will perform the extension of the daily rate times the multiplier.

The daily rate shown above will be the total amount of Contractor entitlement for each day of Compensable Delay caused by University at any time during the performance of the Work and shall constitute payment in full for all delay costs, direct or indirect (including, without limitation, compensation for all extended home office overhead and extended general conditions), of the Contractor and all subcontractors, suppliers, persons, and entities under or claiming through Contractor on the Project. The number of days of Compensable Delay shown as a "multiplier" above is not intended as an estimate of the number of days of Compensable Delay anticipated by the University. The University will pay the daily rate of compensation only for the actual number of days of Compensable Delay, as defined in the General Conditions; the actual number of days of Compensable Delay may be greater or lesser than the "multiplier" shown above.

**8.0 NOT USED**

*This area intentionally left blank.*

**9.0 LIST OF SUBCONTRACTORS**

Bidder will use Subcontractors for the Work:

Yes \_\_\_\_\_

If yes, provide in the spaces below (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of 1/2 of 1 percent of the prime contractor's total bid, (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its bid.

Portion of the Work	SUBCONTRACTOR		
	Name	License No.	Location (City)

(Note: Add additional pages if required.)

**10.0 NOT USED**

**11.0 BIDDER INFORMATION**

TYPE OF ORGANIZATION:

\_\_\_\_\_  
(Corporation, Partnership, Individual, Joint Venture, etc.)

- IF A CORPORATION, THE CORPORATION IS ORGANIZED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_  
\_\_\_\_\_.

NAME OF PRESIDENT OF THE CORPORATION:

\_\_\_\_\_  
(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

\_\_\_\_\_  
(Insert Name)

- IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

\_\_\_\_\_  
(Insert Names)  
\_\_\_\_\_

CALIFORNIA CONTRACTORS LICENSE(S):

\_\_\_\_\_  
(Classification)

\_\_\_\_\_  
(License Number)

\_\_\_\_\_  
(Expiration Date)

(For Joint Venture, list Joint Venture's license and licenses for all Joint Venture partners.)

EMPLOYER IDENTIFICATION NUMBER (EIN):

**12.0 REQUIRED COMPLETED ATTACHMENTS**

The following documents are submitted with and made a condition of this Bid:

1. Bid Security in the form of \_\_\_\_\_  
(Bid Bond or Certified Check)

### 13.0 DECLARATION

I, \_\_\_\_\_, hereby declare that I am  
(Printed Name)

the \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Bidder)

submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder; and that all information set forth in this Bid Form and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I further declare that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was

executed at: \_\_\_\_\_  
(Name of City if within a City, otherwise Name of County)

in the State of \_\_\_\_\_,

on \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)



BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as Surety, are held and firmly  
bound unto THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter called THE REGENTS, in  
the sum of ten percent (10%) of the Lump Sum Base Bid amount for payment of which in lawful money of  
the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has  
submitted a Bid for the work described as follows:

New Emergency Generator, San Rafael Hall, Bldg. 586

FM120144S/293-44

NOW, THEREFORE, if Principal shall not withdraw said Bid within the time period specified after  
the Bid Deadline, as defined in the Bidding Documents, or within sixty (60) days after the Bid Deadline if no  
time period be specified, and, if selected as the apparent lowest responsible Bidder, Principal shall, within  
the time period specified in the Bidding Documents, do the following:

- (1) Enter into a written agreement, in the prescribed form, in accordance with the Bid.
- (2) File two bonds with THE REGENTS, one to guarantee faithful performance and the other to  
guarantee payment for labor and materials, as required by the Bidding Documents.
- (3) Furnish certificates of insurance and all other items as required by the Bidding Documents.

In the event of the withdrawal of said Bid within the time period specified, or within sixty (60) days if  
no time period be specified, or the disqualification of said Bid due to failure of Principal to enter into such  
agreement and furnish such bonds, certificates of insurance, and all other items as required by the Bidding  
Documents, if Principal shall pay to THE REGENTS an amount equal to the difference, not to exceed the  
amount hereof, between the amount specified in said Bid and such larger amount for which THE REGENTS  
procure the required work covered by said Bid, if the latter be in excess of the former, then this obligation  
shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by THE REGENTS, Surety shall pay reasonable  
attorneys' fees and costs incurred by THE REGENTS in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 20

Principal

Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal: \_\_\_\_\_  
(Name of Firm)

Surety: \_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE:** Notary acknowledgement for Surety and  
Surety's Power of Attorney must be attached.

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_

Ph: \_\_\_\_\_