

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
 FEDERAL EXPRESS ON THIS DATE
 UNITED PARCEL SERVICE ON THIS DATE

HOLDERS OF PLANS AND SPECIFICATIONS:

ESSB Communications Inside Wiring, Bldgs 275, 276, &
277

Project No. FM090203S/981240

Addendum No. Seven

December 30, 2008

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

Bid date is Wednesday, January 7, 2008 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.

Anna Galanis
Director, Contracting Services

ADDENDUM NUMBER SEVEN

to the

Construction Documents
December 30, 2008

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. **Replace** Bid Form in it's entirety with attached "Revised Bid Form, Revised per Addendum Seven". Any bids not submitted on the "Revised Bid Form, Revised per Addendum Seven", will be rejected.

END OF ADDENDUM NO. SEVEN

REVISED BID FORM

FOR: ESSB Communications Inside Wiring, Bldgs 275, 276, & 277

UNIVERSITY OF CALIFORNIA
SANTA BARBARA
SANTA BARBARA, CALIFORNIA

BID TO: Facilities Management, Building 439
Door E, Reception Counter
University of California, Santa Barbara
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 must be completed and the Bid Form must be signed before 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 Fifty (150) 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

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5.0 SELECTION OF APPARENT LOW BIDDER

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

6.0 UNIT PRICES 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:

DAILY RATE: \$

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 x 20
 (Amount in Figures) (Multiplier)

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 ALTERNATES NOT USED

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 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)

REVISED 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:

_____ ESSB Communications Inside Wiring, Bldgs 275, 276, & 277
_____ FM090203S/981240

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.