

## Solicitation Amendment No. 002

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<b>To: Prospective Bidder/Offeror:</b>	<b>Date:</b>
To: Prospective Offerors	February 2, 2007
<b>Project Title:</b>	<b>Project No.:</b>
West Loop Campus Build-Out	07-15

Description of solicitation Amendment:

**Lump Sum Price Proposal Form (Section CC 1):**

- Delete Section CC 1: Lump Sum Price Proposal Form in its entirety and replace with the revised Section CC 1: Lump Sum Price Proposal Form (6 pages) dated February 2, 2007, attached hereto and made a part hereof.

<b>Acknowledgement of Amendment No. _____ by:</b>	<b>Date:</b>
<b>Company Name (Bidder/Offerer):</b>	
<b>Signed by:</b>	
<b>Name (Type or Print):</b>	<b>Title:</b>

**CC 1: LUMP SUM PRICE PROPOSAL FORM  
(Revised February 2, 2007)**

<b>Name of Contractor</b>	
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**COMPETITIVE SEALED PROPOSAL  
to  
HOUSTON COMMUNITY COLLEGE SYSTEM  
FOR THE FOLLOWING WORK**

<b>Project Name</b>		<b>HOUSTON COMMUNITY COLLEGE WEST LOOP CENTER BUILD OUT</b>
<b>Project Street Address</b>		<b>5601 West Loop South Houston, Texas 77081</b>

**A. AGREEMENT OF PROPOSAL SUBMITTAL**

The undersigned, as a designated representative of the proposer, declares such firm is the only entity, as principal, with any interest in this Proposal and the Proposal is made without collusion with any other entity.

The proposer affirms that the form of Contract, Instructions for Competitive Sealed Proposals, Addenda, selection criteria, weighting/scoring system, estimated budget, Specifications and the Drawings pertaining to this Proposal have been examined and the firm has also examined the locations, conditions and classes of materials for the proposed Work and agrees to provide all necessary machinery, tools, apparatus and construction means to accomplish the Work described in the Contract Documents in the manner prescribed.

The proposer agrees the quantities of Work to be performed and materials to be furnished may be increased or decreased as may be considered necessary, in the sole opinion of HCCS's Representative, to complete the Work as planned and contemplated. Adjustment for changes in Work will be in accordance the General Conditions.

Proposal amounts must be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

**B. ADDENDA**

The proposer acknowledges receipt and incorporation of the following addenda into this Proposal. Contractor is to insert the addendum number and addendum date and initial in the box provided to indicate acknowledge of receipt.

<b>Addenda No.</b>	<b>Addenda No.</b>	<b>Addenda No.</b>	<b>Addenda No.</b>	<b>Addenda No.</b>	<b>Addenda No.</b>
<b>Addenda Date</b>	<b>Addenda Date</b>	<b>Addenda Date</b>	<b>Addenda Date</b>	<b>Addenda Date</b>	<b>Addenda Date</b>

# CC 1: LUMP SUM PRICE PROPOSAL FORM (Revised February 2, 2007)

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## **C. WITHDRAWAL OF PROPOSALS**

A Proposal may be withdrawn only upon request by the proposer or his duly authorized representative, provided such request is received by the Owner at the place designated for receipt of Proposals and prior to the time fixed for the opening of Proposals.

No Proposal may be withdrawn after the time fixed for the opening of Proposals for a period of 60 days.

## **D. AWARD OF CONTRACT**

The proposer to whom the award of a Contract is made will be promptly notified following Board action. If a proposer, (a) withdraws his Proposal within 60 days after the date and time fixed for the opening of Proposals in the Advertisement for Proposals, or, (b) fails or refuses to execute the Agreement, or other required forms within ten (10) days after the same are presented to him for signature, or (c) fails or refuses to furnish properly executed Performance and Payment Bonds, if required, and certification of required insurance upon the execution of the Agreement, the Owner may award the Work to another proposer or proposers or may re-solicit the contract. The Proposal Bond is forfeited if Proposal is withdrawn after the Proposal opening, or Contract Documents are not executed in accordance with the above requirements.

The Owner reserves the right to reject any or all Proposals, to accept or reject any or all alternates, and to waive any irregularities in any Proposal received. The Owner further reserves the right to limit the number of contracts awarded and/or to be performed concurrently to any one Contractor if such appears to be in the best interest of Houston Community College System. Award may be made to other than the low dollar proposer.

## **E. NOTICE TO PROCEED**

The Contractor shall not commence the Work under this Contract until execution of the Notice to Proceed duly signed by the Owner's representative.

## **F. COLLUSION, LITIGATION, DEFAULT, COMPETENCY, AND CONFLICT OF INTEREST**

By completing and submitting a Proposal, the proposer agrees to comply with the requirements of the following paragraph. A proposer who subsequently does not agree to comply with these requirements may automatically disqualify himself from Proposal or receiving award of Contract on the project. The responses to the items of the Contractor's Qualification Statement will be used in evaluation of the Proposals on the project.

Proposers may be disqualified and their proposals not considered for any of the following specific reasons.

1. Reason for believing collusion exists among proposers.
2. Reasonable grounds for believing that any proposer is interested in more than one proposal for the work contemplated.
3. The proposer being interested in any litigation against the Board.
4. The proposer being in arrears on any existing contract with HCCS or having defaulted on a previous contract with HCCS.
5. Lack of competency as revealed by the financial statement, experience and equipment questionnaires, or omission of required proposal submittals.

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6. Uncompleted work which, in the judgment of the Board, will prevent or hinder the prompt completion of this Work, if awarded.
7. Other information or circumstance that establish reasonable grounds for belief that the proposer is not a "responsible proposer".

By entering into a contract with HCCS, the proposer agrees that (1) Work on the project will begin upon receipt of the Notice to Proceed, (2) Contractor will participate as a team member in cooperation with the HCCS Bond Program Manager, Architect/Engineer and HCCS, (3) The Work will not interfere with normal instructional and learning programs of the school, (4) The Contractor will assign a competent superintendent, full time to each project, and that superintendent shall be maintained on the project for the duration of the project, subject only to his continuous employment, (5) The Contractor will furnish and pay for bonds as follows:

- Projects of \$25,000 and under: **No bonds are required**
- Projects over \$25,000 and up to and including \$100,000: **Payment Bond only is required**
- Projects over \$100,000: **Proposal, Performance and Payment Bonds are required**

Contractor will carry and keep in full force for the duration of the project, insurance coverage for builder's risk, workman's compensation, comprehensive general liability, and automobile liability as required by the General Conditions and Supplemental Conditions of the Contract, (7) Contractor will certify that the contractor provides workman's compensation insurance coverage for each employee of the contractor employed on the project and contractor shall provide a certificate from each subcontractor certifying that the subcontractor provides workman's compensation insurance coverage for each employee of the subcontractor employed on the project, (8) Contractor agrees to abide by all applicable rules and regulations including all requirements as set out in 28 TAC Rule 110.110 and any amendments thereto.

### **G. ULTIMATE CORPORATE OWNERSHIP**

In the space below, enter the address of the proposer's place of business and, if applicable, the name and address of the proposer's ultimate parent company or majority owner.

Is proposer a corporation? Check One, Yes \_\_\_ No \_\_\_

Proposer's name and address of principal place of business:

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Ultimate parent company or majority owner's name and address of principal place of business:

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**H. CONTRACTOR'S PRICE PROPOSAL (Submit in a Separately Sealed Envelope)**

Total amount for the furnishing of all labor, materials, services, equipment and appliances required in conjunction with and properly incidental to all Work, for construction of the project in conformance with the terms and condition set out in the Contract Documents, Drawings and Specifications:

	Description	Dollars
a.	Houston Community College West Loop Center Build Out (for HCCS)	

**I. ALLOWANCES, ALTERNATE AND UNIT PRICE ITEMS (NOT APPLICABLE)**

**J. PROPOSED CONSTRUCTION DURATION**

The Contractor understands that the Owner desires that the Project be completed within the Owner's Maximum Project Duration below.

The Contractor shall prepare and submit a construction schedule for the Project in accordance with the requirements of the applicable Sections of Division 1 of the Contract Documents and present this work schedule in the Technical Proposal (CB: Technical Proposal, Section A, Question 6, Proposed Construction Schedule).

No time extensions will be allowed under this contract due to late deliveries, or changes in the Work that do not affect the critical path schedule of the project.

Owner's Maximum Project Duration	Proposer's Maximum Project Duration
<b>260 days</b>	

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**K. LIQUIDATED DAMAGES**

The Contractor agrees that if he is awarded the Contract for the Work and fails to complete the Work on schedule, he shall pay the Owner, as liquidated damages, the sum listed below for each calendar day the Work remains uncompleted. Since the exact amounts of the Owner's losses due to the Contractor's delay in completion of the Work are not readily ascertainable, the amounts herein constitute agreed upon damages and are not a penalty. At the Owner's option, any such accrued liquidated damages may be deducted from sums due the Contractor under the terms of this Contract.

Dollars (Figures) Per Calendar Day
<b>\$500.00</b>

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L PROPOSAL FORM EXECUTION

<b>Contractor's Firm Name (legal name)</b>	
<b>Federal Tax I. D. Number</b>	
<b>Contractor's Street Address</b>	
<b>Contractor's Phone Number</b>	
<b>Contractor's Fax Number</b>	
<b>Contractor's Email Address</b>	

SUBMITTED BY:

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

Name of President of Corporation *or*  
 Name of Principal Owner

Name of Secretary of Corporation  
 (if applicable)

\_\_\_\_\_  
 (Corporation, Partnership, Etc.,) is organized under the laws of  
 the State of \_\_\_\_\_.

Firm: \_\_\_\_\_

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

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

Legal Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Affix Corporation Seal here (if applicable)