

1.1 DEFINITIONS

- A. The Project team consists of the Owner, the Architect: ANOVA Architects; the Program Manager: Dokken Engineering the Contractor and other design professionals and consultants providing services in connection with the Project.
- B. Definitions set forth in the General Conditions of the Contract for Construction, or in other Bidding Documents are applicable to the Bidding Documents.
- C. Bidding Documents are the Conditions of the Contract (General, other Conditions and Provisions), Drawings, Specifications, Addenda issued prior to bid, Instructions to Bidders, Notice to Bidders, the unexecuted forms, including the Bid Form, Owner Contactor Agreement, non-collusion affidavit, and performance and payment bonds, and other documents contained in the Project Manual.
- D. Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- E. A bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- F. The Base Bid is the sum stated in the bid for which the bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in alternate bids.
- G. An alternate bid is an amount stated in the bid to be added to or deducted from the amount of the base bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- H. A Unit Price is an amount stated in the bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- I. A bidder is a person or entity who submits a bid.

1.2 LIQUIDATED DAMAGES

- A. Liquidated damages shall be as set forth on the BID FORM. Refer to Article 8 of the General Conditions.

1.3 TIME FOR COMPLETION

- A. Time for completion shall be as set forth on the BID FORM. Refer to Article 8 of the General Conditions.
BIDDING PROCEDURES
- C. No bid will be considered unless it is made on forms identical to the forms included with the Bidding Documents. All blanks on the bid form shall be filled in by typewriter or manually in ink. Where so indicated by the makeup of the BID FORM, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern. Interlineations, alterations and erasures must be initialed by the signer of the bid. If the Owner determines that a bid is unintelligible, inconsistent, or ambiguous, the Owner may reject the bid.
- D. All requested Alternates shall be bid. If no change in the base bid is required, enter "No Change".
- E. All copies of the bid, the bid security, and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope, addressed to the Owner in care of the Architect and identified with the Project name, the bidder's name and address, and, if applicable, the designated portion of the Work for which the bid is submitted. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

- F. Bids shall be deposited at the designated location prior to the time and date for receipt of bids. Bids received after the time and date for receipt of bids will be returned unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

1.4 MODIFICATION OR WITHDRAWAL OF BIDS

- A. A bid may not be modified, withdrawn or cancelled by the bidder during the stipulated time period following the time and date designated for the receipt of bids, except in accordance with Sections 5100 through 5108 of the Public Contract Code.
- B. Prior to the time and date designated for receipt of bids, bids may be modified by telegraphic, facsimile or written communication, provided such communication is received by the Architect prior to the closing time. The telegraphic, facsimile or written communication shall be worded so that the amounts of the original bid are not revealed.
- C. Withdrawn bids may be resubmitted up to the time and date designated for receipt of bids.

1.5 BID OPENING AND CONTRACT AWARDS

- A. Bids will be opened publicly and read aloud after the time and date established for receipt of bids in document NOTICE TO BIDDERS.
- B. The Owner intends to award Contracts on the basis of the lowest responsive responsible bidder who submits a proper proposal in accordance with the requirements of the Bidding Documents. All awards will be made in the Owner's best interest.
- C. The form of Contract that the successful bidder will be required to execute, if awarded the work, is included in the OWNER-CONTRACTOR AGREEMENT.
- D. The Owner reserves the right to waive any informality or irregularity in any bids.
- E. The Owner reserves the right to reject any and all bids.
- F. The low bid will be the bid with the lowest base bid, without consideration of any alternate bids.

1.6 RESPONSIBLE BIDDERS

- A. **Evidence of Responsibility.** Within 7 days of a request, bidder shall submit to the owner satisfactory evidence showing the bidder's financial resources, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the Contract, and other factors pertinent to a Project of the scope involved.
- B. **Non-Responsible Bidders.** If an apparent low bidder is found to be not responsible the Owner shall give the apparent low bidder written notice stating that the Owner has found the bidder to be not responsible and a brief statement of the evidence reflecting on the bidder's responsibility. The decision by the Owner shall become final, unless within 5 days of delivery of the notice, the apparent low bidder files a request for a hearing with the Owner. Upon receipt of such request, the Owner shall promptly set a time and place for the hearing giving the apparent low bidder at least 3 days notice. At the hearing, the bidder shall be afforded the opportunity to rebut evidence relied on by the Owner and to present evidence that it is qualified to perform the Contract. The hearing shall be held before the owner's representative who shall conduct the hearing informally and who shall not be bound by formal rules of evidence or procedure. The representative may continue the hearing at his discretion to allow for the hearing of additional evidence. At the close of the hearing, the representative shall make findings to the Board and serve such report on each side. The final decision will be made by the Board which may hold additional hearings, remand the matter for further hearings, or approve or disapprove the recommendation.

1.7 BIDDER'S REPRESENTATIONS. BY MAKING A BID, BIDDER REPRESENTS THE FOLLOWING:

- A. Bidder has read and understands the Bidding Documents and has thoroughly examined and become familiar with the Drawing and Specifications.
- B. Bidder has visited the Site, become familiar with local conditions under which the Work is to be performed, has correlated personal observations with the requirements of the Contract Documents; and has incorporated the resolution of any resulting restrictions or difficulties in the bid.
- C. Bid is made in accordance with the Bidding Documents and based upon the required materials, equipment and systems, including incidental work reasonably inferable from Bidding Documents as may be necessary for a complete and functional Project.
- D. Bidder agrees that the Time for Completion specified on the bid form is a reasonable number of calendar days for completion of the Work. Bids shall include the cost of a full time superintendent, temporary facilities, General Conditions, and overhead for the full number of Contract calendar days specified plus the number of days required to complete the punch list.

1.8 BID SECURITY

- A. A bid guarantee in the amount of 10% of the bid must accompany the bid. Failure to furnish required bid guarantee in the proper form and amount, by the time set for opening the bids, may be cause for rejection of the bid. A bid guarantee, made payable to the Owner, shall be in the form of a firm commitment, such as a bid bond (AIA A310), Cashier's check, or money order. Bid guarantees, other than bid bonds, will be returned (a) to unsuccessful bidders as soon as practicable after the opening of the bids, (b) to the successful bidder upon the execution of such further contractual document and bonds as may be required by the bid as accepted. Except as provided in Section 5100 through 5108, inclusive, of the California Public Contract Code, if the bidder refuses or is unable after notification of the award of the Contract, to execute said Contract within 10 calendar days of such notification, or to furnish the required payment or performance bonds, said bidder's bid security shall become the property of the Owner not as a penalty, but as liquidated damages. In accordance with Section 5106 of the California Public Contract Code, award may then be made to the next best qualified bidder, or the Work may be re-bid as determined by the Owner's governing body to be in the public interest.
- B. Subcontractor Bid Bonds: Bid bonds, in the amount of 10% of sub-bid amounts for rough carpentry, mechanical, electrical, plumbing, and site shade structures must also accompany the bid. Failure to furnish required sub-bid guarantees in the proper form and amount, within 48 hours of the time set for opening the bids, will be cause for rejection of the bids. Bid bonds must be on the AIA A310 form. The sureties utilized by the subcontractors must be authorized and admitted to transact business in California and shall have a minimum rating of B+ from A.M. Best Co. Subcontractors may submit the original copy of their sub-bid bond directly to the Owner at the location and up to the time designated for submission of bid guarantees, or to one of the bidders. If any sub-bidder refuses or is unable after notification of the award of a sub-contract, to execute said subcontract with the successful bidder within 10 calendar days of such notification, that sub-bidder's bid security shall become the property of the Owner not as a penalty, but as liquidated damages. The Owner will assign the sub-bid security to the successful bidder at the time of execution the Contract. Note: Bidders must notify subcontractors in their written and published requests for sub-bids that bid bonds will be required, and whether the bidder or the subcontractors must bear the cost of the bonds.

1.9 BIDDING DOCUMENTS

- A. Bidding Documents will be made available to interested bidders as described in the NOTICE TO BIDDERS.
- B. Bidders shall use complete sets of Bidding Documents in preparing proposals; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

- C. Bidding Documents are provided to bidders for bidding only. No other use is permitted.
- D. Requests from bidders for clarification or interpretation of the Bidding Documents, shall be directed to the Architect in writing no later than 7 days prior to the date set for the opening of bids so that all inquiries can be answered in writing and distributed to all bidders in the form of addenda to the Bidding Documents in ample time before the bid opening date.
- E. Should a bidder find discrepancies, ambiguities, inconsistencies, errors or omissions in the Drawings or Documents, or be in doubt as to their meaning, bidder should at once notify the Architect. Failure of the bidder to report obvious discrepancies, ambiguities, or omissions will not relieve the Contractor of the responsibility to perform the work necessary to carry out the intent of the Drawings or Specifications.
- F. Changes and corrections to the Bidding Documents will be made by Addendum and distributed to plan holders of record. Neither the Owner nor the Architect will be responsible for any verbal instructions.
- G. Plan holders of record: Architect will maintain a list of plan holders. It is the responsibility of any interested bidder to inform Architect of their desire to be placed on the plan holders list.
- H. No Addenda will be issued later than 72 hours prior to the time for receipt of bids except an Addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.
- I. Each bidder shall ascertain, prior to submitting the bid, that every Addendum issued prior to the Bid Date has been considered, and shall acknowledge receipt of each Addendum in the Bid in writing. Each Addendum will become a part of the Contract for Construction. Addenda issued prior to receipt of bids will be issued by the Architect to plan holders of record only.
- J. Each Bidder shall include, as part of the proposal, their Contractor's license number and license expiration date.
- K. Each Bidder shall include, as part of the bid documents, an executed "NON-COLLUSION AFFIDAVIT".

- 1.10 SUBSTITUTIONS.** PURSUANT TO SUB-ARTICLE 5.3 OF THE GENERAL CONDITIONS, PRODUCT SUBSTITUTIONS WILL BE CONSIDERED UP TO 10 DAYS PRIOR TO ORIGINAL BID DATE. EXTENSION OF BID DATE WILL NOTE EXTEND SUBSTITUTION PERIOD.
- 1.11 PRE-BID MEETING.** THE OWNER AND OTHER MEMBERS OF THE PROJECT TEAM WILL BE PRESENT TO ANSWER BIDDERS' QUESTIONS REGARDING THE PROJECT, AND TO PROVIDE INFORMATION TO BIDDERS AT A PRE-BID MEETING FOR THIS PROJECT TO BE HELD AT THE TIME AND LOCATION INDICATED IN THE NOTICE TO BIDDERS. REFER TO NOTICE TO BIDDERS TO DETERMINE IF ATTENDANCE IS MANDATORY FOR ALL BIDDERS.
- 1.12 BONDS.** REFER TO ARTICLE 15 OF THE GENERAL CONDITIONS FOR INFORMATION REGARDING BONDING REQUIREMENTS. SAMPLE BOND FORMS ARE INCLUDED IN THE PROJECT MANUAL. CONTRACTOR SHALL SUBMIT CONCURRENTLY WITH THE PAYMENT AND PERFORMANCE BONDS EVIDENCE WHICH VERIFIES THAT THE PROPOSED SURETY HAS THE AUTHORITY TO ACT AS SURETY UPON BONDS IN THE STATE OF CALIFORNIA.
- 1.13 INSURANCE.** REFER TO ARTICLE 15 OF THE GENERAL CONDITIONS FOR INFORMATION REGARDING INSURANCE REQUIREMENTS.
- 1.14 BIDDERS INTERESTED IN MORE THAN ONE BID.** BIDDERS ARE NOT ALLOWED TO MAKE, OR FILE, OR BE INTERESTED IN MORE THAN ONE BID ON THE SAME WORK UNLESS ALTERNATE BIDS ARE CALLED FOR. IF A BIDDER SUBMITS A SUB-PROPOSAL TO A ANOTHER BIDDER, OR QUOTES PRICES FOR MATERIALS TO A BIDDER, BIDDER MAY STILL SUBMIT A PROPOSAL OR QUOTE PRICES TO OTHER BIDDERS OR MAKE A PRIME BID.
- 1.15 DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION**
- A. Pursuant to Education Code Section 17076.11, the full text of which is stated in paragraph B below, this Owner has a participation goal for disabled veteran business enterprises of at least 3% of the amount of funds expended each year by the Commission for construction. Prior to, and as a condition precedent for final payment under this Contract, the Contractor shall provide documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the Commission can assess its success at meeting this goal.
- 1.16 NOT USED**
- 1.17 WAGES**
- A. Copies of the prevailing rate of per diem wages are on file and open to public inspection at the office of the Owner, and reference is made specifically thereto. The Contractor shall post a copy of the prevailing rate of per diem wages at the job site. Attention is directed to the provisions of Section 1777.5 and 1777.6 of the Labor Code of the State of California concerning employment of apprentices by the Contractor or any subcontractor under him. The prime Contractor is responsible for compliance with the requirements of Section 1777.5 and the prime Contractor and any subcontractor under him shall comply with the requirements of Section 1777.6.
- B. The attention of the bidder is directed to the fact that the schedule of prevailing rates of pay for each craft or type of workman needed to execute the work, contains the minimum rate of pay as established by the State Director of Industrial Relations in pursuance of the provisions of the Labor Code of the State of California, which Code requires the establishing of such rates for the locality in which the work is to be performed. Section 1770 of the Labor Code reads: "Nothing . . . shall prohibit the payment of more than the general prevailing rate of wages to any workman employed on public work."
- C. All bidders shall check the available source of labor supply and obtain information with reference to the length of the working day of various crafts and actual rates of wages being paid in the immediate vicinity of the place where work contemplated by these Specifications is to be performed, particularly with reference to rates of pay that may be in excess of those general prevailing rates established by the Owner.

- D. Owner will initiate and enforce a labor compliance program as required by Labor Code Section 1771.7 and as described in Section 1771.5(b). The Owner will make a presentation of their Labor Compliance Program at the mandatory pre-bid walk-through. The Labor Compliance Program will include, but not be limited to, the following requirements:
1. A pre-construction conference will be conducted with the Contractor and subcontractors to discuss federal and state labor law requirements applicable to the Contract.
 2. Project Contractors and subcontractors shall maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.
 3. The Owner will review, and, if appropriate, audit payroll records to verify compliance with the Labor Code.
 4. The Owner will withhold contract payments when payroll records are delinquent or inadequate.
 5. The awarding body shall withhold Contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

1.18 CONTRACTOR'S LICENSE

- A. Bidder must be a Contractor properly licensed to perform the Work of this Project with an active license in good standing as of the date of receipt of bids. License must be issued by the Contractors State License Board of California and must be maintained in good standing throughout the term of the Contract.

1.19 SUBCONTRACTOR LISTING

- A. Every bidder shall in the bid set forth:
1. The name and location of the place of business of each subcontractor.
 2. The portion of the Work that will be done by each subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract in excess of 1/2 of 1% of the bidder's total bid, bidder agrees to perform that portion with bidder's own forces. The successful bidder shall not, without the consent of the Owner, either:
 - a. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
 - b. Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
 - c. Sublet or subcontract any portion of the work in excess of 1/2 of 1% of the total bid as to which the original bid did not designate a subcontractor.

END SECTION