



ADDENDUM NUMBER 1

To the Contract Documents
For the Construction of

COMMUNITY DAY SCHOOL (Re-Bid)

Bid No. F13-04R

For

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

March 19, 2014

NOTICE TO BIDDERS

It is intended that all work affected by the following provisions shall conform to the original plans and specifications. Delete or modify each of the following items wherever appearing on Drawings, and/or Specifications. Acknowledge receipt of Addendum No. 1 in the space provided on the Contractor's Proposal. Failure to do so may subject bidder to disqualification.

SPECIFICATIONS:

Item Number 1; Reference Bid Form; Replace the current Bid Form with the attached Bid Form titled “CDS Complex, Community Day School”

The revisions in this form include:

Added Bid Allowance of \$150,000.00

Time of Completion has been revised to 90 calendar days.

Item Number 2; Add attached Section **01020 Allowances**

Item Number 3; Reference Agreement Between District and Contractor, Article 2 – Time for Project Completion; The time of completion is revised to “**Ninety (90) consecutive calendar days.**”

End of Addendum 1


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PROJECT NAME CDS Complex
Community Day School

BID NUMBER F13-04R

BID FORM

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by
and through its Governing Board, herein called the "DISTRICT."

FROM: _____
(Proper Name of Bidder)

1. Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract and the Contract Documents, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the Work of the Contract, including all of its component parts, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work; the furnishing of tools, equipment, supplies, transportation, utilities, facilities, labor, superintendence and services required to perform and complete the work; bonds, insurance and submittals; and including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract, including its acceptance by the DISTRICT, for the following Project:

PROJECT NAME: CDS Complex, Community Day School

2. ADDENDA

The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: *(Bidder to list all addenda)*

ADDENDUM NO. _____ DATE RECEIVED _____
ADDENDUM NO. _____ DATE RECEIVED _____
ADDENDUM NO. _____ DATE RECEIVED _____

Allowance: *The following amount shall be added to the Base Bid. Refer to section 01 20 00 Allowance for description of work.* _____

3. *BASE BID including Allowance (Numerical Value):* _____

BID AMOUNTS

<i>Item</i>	<i>DESCRIPTION</i>	<i>LUMP SUM BID</i>
3.1	<i>BASE BID NOT INCLUDING ALLOWANCES (Amount in Numbers)</i>	\$
3.2	<i>ALLOWANCES (Amount in Numbers)</i>	\$150,000
3.3	<i>TOTAL BASE BID INCLUDING ALLOWANCES (3.1+3.2) (Amount in Numbers)</i>	\$

TOTAL BASE BID (including Allowances) AMOUNT IN WORDS _____

Bid Award based on Bid plus Alternates, taken in order below as District funds allow.

4. **ALTERNATES:** (If applicable) The following amounts shall be added to or deducted from the Base Bid at the DISTRICT's option. Refer to Section 01030 Alternates for description of work.

- Alternate 1 (Add/Deduct) * _____
- Alternate 2 (Add/Deduct) * _____
- Alternate 3 (Add/Deduct) * _____
- Alternate 4 (Add/Deduct) * _____
- Alternate 5 (Add/Deduct) * _____

* Line out "add" or "deduct" depending on which is not applicable. However, any other method or designation which clearly identifies the nature of the item shall also be acceptable. In the absence of any clear indication of the additive or deductive nature of the item, it will be assumed that the item is intended to be deductive in nature.

5. **TIME FOR COMPLETION:** The aggregate sum total work of each individual prime Contractor to the DISTRICT comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within **ninety (90) consecutive calendar days**. Bidder acknowledges liability for liquidated damages in the amount as stipulated herein for each calendar day of delay..

6. **DISTRICT'S RIGHT TO REJECT:** It is understood that the DISTRICT reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of **ninety (90) days**.

7. **BID SECURITY:** The required bid security in the amount of not less than ten percent

(10%) of the bid is attached hereto.

8. PROPOSED SUBCONTRACTORS: The required list of proposed subcontractors is attached hereto. Bidder understands and acknowledges that all subcontractors providing goods and services in excess of \$100,000.00 must be bonded in accordance with the Subletting and Subcontracting Fair Practices Act. (Refer to Notice Inviting Bids.)
9. NONCOLLUSION AFFIDAVIT: The required notarized Bidder's Noncollusion Affidavit is attached hereto.
10. SITE VISIT CERTIFICATION: The required Site Visit Certification is attached hereto.
11. DVBE CERTIFICATION: The required Certification of Compliance with DVBE Policy is attached hereto.
12. CRIMINAL BACKGROUND CHECK CERTIFICATION: The required Criminal Background Check Certification will be submitted prior to Contractor commencing work on the project in accordance with the Notice Inviting Bids.
13. FAITHFUL PERFORMANCE AND PAYMENT BOND: It is understood and agreed that if written notice of the acceptance of this bid is mailed, FAXED, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a fully executed Form of Agreement (Contract) in the form attached hereto in accordance with the bid as accepted, and that it will also furnish and deliver to the DISTRICT six (6) executed copies of a Faithful Performance Bond and a separate Payment Bond as specified, and certificates of insurance, all within ten (10) calendar days after receipt of notification of the acceptance. Bidder further agrees that the work under the Contract will be commenced by the Bidder, if awarded the Contract, on the date to be stated in the DISTRICT's "Notice to Proceed" and will be completed within the time specified in the Contract documents.
14. PROPER ADDRESS: Notice of Award of Contract or other correspondence should be addressed to the undersigned at the address stated below.

15. NAME(S) OF PRINCIPALS: Principals of the Bidder's company are::

(IMPORTANT NOTICE: If Bidder is a corporation, state legal name of corporation, as well as names of the president, secretary treasurer, and general manager thereof; if a partnership, state true name of firm, also names of all individual partners composing firm; if an individual, state names in full.)

16. The undersigned bidder declares that the bidder is licensed in the State of California as required by the Business and Professional Code in accordance with the act providing for registration of Contractors and the documentation of licensure is as follows:

	License No.	Classification	Expiration Date
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

If the bidder is a joint venture, each member of the joint venture must include the above information.

Bidder certifies that the above-mentioned license(s) entitle(s) Bidder to provide the work required by the Contract, that such license will be in full force and effect throughout the duration of work under this Contract, and that any and all subcontractors to be employed for the work will have appropriate licenses.

17. **FORFEITURE OF SECURITY:** In the event the Bidder to whom the Notice of Award of Contract is given fails or refuses to post the required bonds and return executed copies of the Form of Agreement with all required attachments within ten (10) calendar days from the date of the Notice of Award, the DISTRICT may declare the Bidder's bid deposit or bond forfeited as liquidated damages
18. **ASSIGNMENT OF RIGHTS, TITLE AND INTEREST IN CAUSES OF ACTION:** Pursuant to Section 4552 of the Government code, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

19. IRCA: The bidder hereby certifies that it is, and at all times during the performance of work hereunder will be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

20. FINANCIAL STATEMENTS: It is understood and agreed that if requested by the DISTRICT, the Bidder will furnish a notarized financial statement, references and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work of the Contract.

21. LIQUIDATED DAMAGES: The undersigned hereby warrants that all work shall be completed within One hundred two (102) consecutive calendar days from the date specified on the Notice to Proceed issued by the DISTRICT. Time is of the essence. The undersigned agrees that failure to complete the work or any scheduled activity within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **Two thousand DOLLARS (\$2,000.00)**.

For a multiple-prime contract procurement, each Contractor shall refer to the General Requirements Section of the Specifications for the Construction Progress Schedule for the durations of individual activities contained within total project time. The above-specified liquidated damages will be assessed if any individual activity duration exceeds the time indicated for that activity on the Construction Progress Schedule.

22. CHANGE ORDER REQUESTS: Bidder understands and agrees that all change order requests must be submitted in the form set forth in the Contract Documents. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed by the Conditions of the Contract. Indirect costs, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized by the Contract Conditions will not be allowed.

The undersigned declares and certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Corporation, Partnership or Sole Proprietor

Address

Telephone: _____

Proper Name of Bidder Empowered to Sign On Behalf of the
Corporation, Partnership or Sole Proprietor

Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her name and signature shall be placed above.

ATTACHMENTS TO BE COMPLETED AND SUBMITTED BY BIDDER:

To be submitted with Bid Form. Refer to Notice Inviting Bids.

1. Bidder's Noncollusion Affidavit
2. Site Visit Certification
3. Certification of Compliance with DVBE Policy
4. Proposed Subcontractors
5. Bid Bond
6. Bidder References and Responsibility Information
7. Supplemental Bid Information (For Multiple-School Projects)

To be Submitted with Executed Contract (Agreement) by Successful Bidder.

1. Certificate Regarding Worker's Compensation
2. Drug-Free Work Place Certification
3. Statement of Intent to Meet DVBE Participation Goal
4. Faithful Performance Bond Form
5. Payment Bond Form
6. Vendor Tax Information
7. Certification of Non-Utilization of Asbestos Material
8. Prime/General Contractor Information
9. Contractor Prevailing Wage Compliance Certification
10. Guarantee
11. Criminal Records Checks Certification Forms

SECTION 01020

ALLOWANCES

1. PART 1 - GENERAL

1.1. SECTION INCLUDES

- 1.1.1.** Allowances which the Contractor shall provide for designated construction activities in the Work and in this bid.

1.2. DESCRIPTION OF REQUIREMENTS

- 1.2.1.** Definitions and Explanations: Certain requirements of the construction related to each allowance are indicated and specified. The allowance has been established by the Owner and represents selection by the Owner of selected designated portions of the work specified and shown.

- 1.2.2.** Types of allowance scheduled herein for the Work include lump sum cash allowances. Include all allowances in Contract sum, and identify all allowances in Schedule of Values as separate line items

- 1.2.3.** Selection and Purchase: At earliest feasible date after identification of allowance item, advise the Architect of scheduled date when final selection and purchase of each product or system described by each allowance must be accomplished in order to avoid delays in performance of the Work.

- 1.2.3.1.** Enter into contract and coordinate with designated trades and/or sub-contractor.

- 1.2.3.2.** Purchase products and systems as specifically selected by the Owner.

- 1.2.4.** Change Order Data: Where applicable, include in each allowance proposal both the quantities of products being purchased and unit costs, along with total amount of purchases to be made. When requested, furnish data to substantiate quantities. Indicate applicable taxes and delivery charges.

- 1.2.4.1.** Include installation costs for the specified work in the allowance amount.

1.3. DEFINITIONS AND DESCRIPTION OF REQUIREMENTS

1.3.1. Cash Allowance Criteria

- 1.3.1.1.** The Allowance is used only as directed by the Owner.

- 1.3.1.2.** The Allowance is used exclusively for the Owner's purposes and for the unforeseen conditions.

- 1.3.1.3.** The selected trades and/or sub-contractor will prepare detailed breakdown of all costs associated with the work defined for the allowance. These amounts will be charged against the Allowance by Change Order, based on final detailed payment receipts and back-up as required by Architect, and will include all direct costs of work performed under the defined work scope.

1.3.1.4. Contractor shall include in the base bid contract amount all cost of coordination, supervision, bond costs, overhead and profit, supervision and all indirect project costs associated with the work defined. Where allowance amount is not exceeded, no general contractor costs will be permitted to be charged against the allowance amounts specified below.

1.3.1.4.1. At project closeout, unused Cash Allowance amounts shall be credited to the Owner by Change Order.

1.3.1.4.2. Changes that exceed the scope of work or amount of the allowance will be processed as a Change Order per Contract Documents.

1.3.2. Change Order Data: Where applicable, include in each change order proposal both the quantities of products being purchased and unit costs, along with total amount of purchases to be made. When requested, furnish data to substantiate quantities. Indicate applicable taxes and delivery charges.

1.3.2.1. Include installation costs for the specified work in the change order purchase amount as a part of the allowance.

2. PART 2 - PRODUCTS

\\ Not Used

3. PART 3 - EXECUTION

3.1. SCHEDULE OF CASH ALLOWANCES

3.1.1. Cash Allowance No. 1 – Unforeseen Conditions, Site and Building: Include in Contract Sum the amount of *One hundred and Fifty thousand dollars (\$150,000)* for unforeseen site conditions, Building construction conditions, structural, electrical, plumbing, Fire Protection, Security or mechanical system unknowns.

3.1.1.1. Cash Allowance to be indicated on the Schedule of Values as directed by District.

END OF SECTION