



Bid No. 194
ADDENDUM #2

Dated April 20, 2012

BID DATE:

May 22, 2012 at 2:00pm (Local Time)

BID DROP OFF LOCATION:

Southwestern Community College, 900 Otay Lakes Road, Chula Vista, CA 91910
Building 1620, Room 1625

NOTE due to the large number of anticipated bids, "time stamping in" will be critical and all bidders should plan accordingly.

ADDENDA TO DATE:

Addendum #1 Dated April 13, 2012
Addendum #2 Dated April 20, 2012

This addendum is hereby considered to be part of the Bid Documents. All other terms of the Bid remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced Bid. Any information contained herein will be considered part of the Bid and as such will be used in the evaluation of the bid responses. Bidders must acknowledge receipt of all addenda on the Bid Form (Document 00300).

A. Revisions to District Procurement and Contracting Requirements Forms

1. Replace Document 00100 Notice Calling for Bidders with the revised Document 00100 Notice Calling for Bidders (Revision 1) included as an attachment to this Addendum.
2. Replace Document 00200 Instruction to Bidders with the revised Document 00200 Instruction to Bidders (Revision 1) included as an attachment to this Addendum.

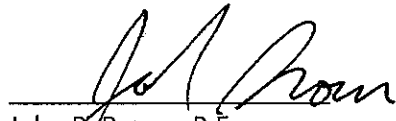
B. Revisions to District's Pre-Qualification Form and Procedures

1. Information to perspective bidders who **have already** submitted pre-qualification documents.

The District has provided notification of pre-qualification determination to perspective bidders who have previously submitted a pre-qualification package related to SWC Pre-Qualification #102.12. The District has also provided notification to bidders who are required to submit re-submittal packages related to SWC Pre-Qualification #102.12. Re-Submittal package submissions will be received for review up to fourteen (14) calendar days from the current bid receipt and opening date as stated herein. Pre-Qualification re-submittal packages received after this date may not be reviewed.

2. Information to perspective bidders who **have not** submitted pre-qualification documents.

Replace District's Pre-Qualification Form #102.12 with revised Pre-Qualification Form #103.12. This Pre-Qualification Form #103.12 can be obtained from the District's website, www.buildswc.com. Perspective bidders who are not already pre-qualified are required to pre-qualify in accordance with the Southwestern Community College District Trustees' approved Pre-Qualification Resolution. Pre-Qualification submissions will be received for review up to fourteen (14) calendar days from the current bid receipt and opening date as stated herein. Pre-Qualification packages received after this date may not be reviewed.



John R. Brown, P.E.
Director of Facilities, Operations, and Planning
Southwestern Community College District

DOCUMENT 00100
NOTICE CALLING FOR BIDDERS (Revision 1)
(Addendum #2)

**NOTICE TO CONTRACTORS
BID No. 194**

NOTICE IS HEREBY GIVEN that Southwestern Community College District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the "DISTRICT" will receive up to, but no later than **2:00 PM of the 22nd day of May, 2012**, sealed bids for the award of a contract for the **Southwestern College Central Plant, Fieldhouse and Stadium Improvement Project (s)**. The bids will consist of Bid Packages for construction of two new buildings and Bid Packages for specific building work. Sealed bids shall be addressed to John R. Brown, Director of Facilities, Operations and Planning and **received at the office of Southwestern College Business, Operations and Planning; Building 1620, Room 1625** located at 900 Otay Lakes Road, Chula Vista, CA 91910, and shall be opened on the date and at the time listed above at Building 620 LRC, Room L238 (North and South). **NOTE due to the large number of anticipated bids, "time stamping in" will be critical and all bidders should plan accordingly.**

Bid Number 194: Southwestern College Central Plant, Fieldhouse and Stadium Improvement Project (s)

Bid Package Number	Title	License	Estimate Cost Range	Pre-Qualification Required
01	Surveying	Prof License Surveyor	\$20,000-40,000	
02	Demolition, Grading, Earthwork, Asphalt Paving, Abatement and Permanent Soil Nail Assembly	A or C12 and C21	\$1,500,000-1,750,000	Yes
03	Masonry	C29	\$650,000-750,00	
04	Sports Field Replacement at DeVore Stadium - Base Bid	A	\$700,000-850,000	
04A	Sports Practice Fields Replacement - Alternate	A	\$1,400,000 - \$2,000,000	
05	Structural Concrete, Site Concrete, Landscape Arch Concrete, Shotcrete, and Waterproofing	A or C8	\$2,000,000-2,500,000	Yes
06	Structural Steel, Metal Decking, Misc Metals	C-13 and C51	\$2,300,000-2,600,000	Yes
07	Sheet Metal, Corrugated Roofing, and Cladding	C43	\$400,000-450,000	
08	Ceramic Tile	C54	\$175,000-250,000	
09	Glazing, Aluminum Frame Entrances & Storefronts, Aluminum Sliding Glass Doors, Glazed Aluminum Curtain Walls, Mirrors, and Aluminum Ticket Window	C-17	\$1,250,000-1,400,000	Yes
10	Metal Stud, Drywall, Insulation, Stone Veneer, Doors, Frames, Hardware, Door Openings, Acoustical Ceiling, Painting, Wall	B or All of the following inclusive	\$2,300,000-2,800,000	Yes

SOUTHWESTERN COMMUNITY COLLEGE
DISTRICT
Southwestern College Central Plant , Field House,
and Stadium Improvements Projects

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	Panels, Rough Carpentry, Roll up doors, Wall Covering, and Final Clean Sports Field Replacement- Base Bid	C-2, C-9, C-28, C-33, and C-35		
11	Roofing	C-39	\$300,000-350,000	
12	Specialties	C-6	\$375,000-400,000	
13	Flooring	C15	\$200,000-300,000	
14	Equipment-Sports and Furnishings-Auditorium Seating, Site Furnishings	C-6	\$175,000-225,000	
15	Elevators-Electric Traction and Modular Hydraulic	C-11	\$400,000-500,000	
16	Fire Sprinklers-Automatic Wet Pipe	C-16	\$175,000-275,000	
17	Plumbing, Fire Water, Water, Sewer, Storm Drain and Gas	A and C-36	\$1,150,000-1,250,000	Yes
18	HVAC-Mechanical and Controls	C-20	\$1,250,000-1,500,000	Yes
19	Electrical, Scoreboard, Fire Alarm, Security and AV Systems Backbone	C-10	\$2,000,000-\$2,600,000	Yes
20	Landscape and Irrigation	C-27	\$200,000-250,000	
21	Signage	C-45	\$75,000-150,000	

Bid documents will be available on **April 20, 2012**. Contractors interested in obtaining bid documents must contact Professional Reprographics at 1440 Imperial Avenue, San Diego, CA 92101, phone number (619) 272-5600 or by website: www.southwesterncollegeproprplanroom.com. Bid documents are available for purchase in digital format (DVD) for a \$20.00 fee. In addition, hard copies of bid documents may also be purchased through Professional Reprographics. Bid Documents will not be available for download due to the large file size and anticipated problems that will occur when accessing the documents on line. Please note that you will need to login under your company's name and password in order to view the bid documents. If you do not have a company login and/or password, please register with the site first. If you have questions about registering, downloading or ordering, please contact **Angel Leano** at (619) 272-5600. Obtaining copies of the bid documents is the responsibility of the bidder and any costs are non-refundable. **Bidders are also responsible for checking the website noted above for any updated addenda that may be posted. This is the only place the District will be posting all addenda. Relying on addenda from other sources is at bidder's own risk.**

Each bid shall be accompanied by the security referred to in the contract documents, the non-collusion declaration, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder shall file a payment bond and a performance bond equal to 100% of the successful bid, prior to execution of the Contract issued by an admitted Surety

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approved to conduct business in the State of California approved by the District in the form set forth in the contract documents.¹

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

If awarded, the District shall award each Project Contract to the lowest responsible bidder as determined from the base bid alone, unless otherwise set forth herein.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract, which will be awarded to the successful bidder, copies of which, are on file and, will be made available to any interested party upon request at Southwestern Community College. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

Minority, women, and disabled veteran contractors are encouraged to submit bids. This bid is subject to Disabled Veteran Business Enterprise requirements.

LABOR COMPLIANCE MONITORING: This project is subject to labor compliance oversight by the Department of Industrial Relations, Division of Labor Standards Enforcement, Compliance Monitoring Unit (CMU). The successful bidder must comply with the CMU requirements under Section 1771.3 of the Labor Code and Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. In bidding on this project, it shall be the bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in the contract amount. Additional information regarding the CMU requirements, including the submission of certified payroll reports and the posting of notices, is set forth in the General Conditions.

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, and shall be licensed in the following classification as required by the scope of work required in the above called out Bid Packages listing. Any bidder not licensed at the time of the bid opening will be rejected as non-responsive. Estimated Trade Package values are listed above.

Contractors shall have been in business under the same name and California contractor's license for a minimum of three (3) continuous years prior to bid opening.

¹ A payment bond must be filed for a contract involving an expenditure in excess of \$25,000 (Civil Code section 3247(a)) and may be required for contracts involving smaller expenditures at the option of the District.

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A **MANDATORY** bidder's conference will be held at Southwestern College, at Building 620 LRC, Room L238 (North and South) on **Friday, May 11, 2012 at 10:00 AM local time** for the purpose of acquainting all prospective bidders with the bid documents and the work site.

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by District to ensure his performance under the Contract.

As further described in the Contract Documents, the Contract requires that the Contractor acknowledges and agrees that after execution of the Contract, the District reserves the right to assign the Contract to its construction manager at risk, Balfour Beatty Construction, and Contractor's surety and insurance provider consents to such assignment.

Contractors are required to use the **Pre-Bid RFI Form** to submit pre-bid questions. The Pre-Bid RFI Form can be found in Project Manual Volume 4, Exhibit 3.G.2). Please forward questions on completed Pre-Bid RFI Forms (only one question per form) to the Construction Manager at Risk Balfour Beatty Construction **Howard Eng**, heng@balfourbeattyus.com. Please reference the bid number (Bid #194) in the email subject line. The final day for questions shall be **May 15, 2012** no later than 4:00 PM.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

Dated this: April 20, 2012

Secretary to the Governing Board
Melinda Nish, Ed.D.
Southwestern Community College District
of San Diego County, California

Publications and Dates:

San Diego Daily Transcript: Friday, April 6, of 2012
San Diego Daily Transcript: Wednesday, April 11, of 2012
San Diego Daily Transcript: Tuesday, April 17, of 2012

San Diego Union Tribune: Thursday, April 5, of 2012
San Diego Union Tribune: Tuesday, April 10, of 2012
San Diego Union Tribune: Thursday, April 12, of 2012

La Prensa: Friday, April 6, of 2012
La Prensa: Friday, April 13, of 2012

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INSTRUCTION TO BIDDERS (Revision 1)
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PART 1 - GENERAL

1.01 PREPARATION OF BID FORM

- A. The District invites bids on the attached form to be submitted at such time and place as is stated in the Notice Calling for Bidders. All blanks in the bid form must be appropriately filled in. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the Project for which the bid is submitted. All prices must be stated in both words and figures where so indicated, and where there is a conflict in the words and figures, the words shall govern. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder. It is the sole responsibility of the bidder to see that his bid is received in proper time. All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

1.02 BID SECURITY

- A. Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the District; (c) a cashier's check made payable to the District; or (d) a satisfactory bid bond payable to the District executed by the bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The California admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be a satisfactory corporate surety. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract, if it be awarded to the bidder, in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within ten (10) consecutive calendar days after the Notice of Intent to Award (which date shall be the day following the Board of Education approval of the award).
- B. In the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds, as provided in Section 1.09 below, and return executed copies of the Contract within ten (10) consecutive calendar days from the date of Notice of Intent to Award (which date shall be the day following the Board of Education approval of the award), the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post the required bonds and execute such copies of the Contract, and may award the Contract to the next lowest responsible bidder, or may call for new bids.

1.03 FAXED AND ELECTRONIC MAIL BIDS

- A. All bids must be under sealed cover. The District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

1.04 SIGNATURE

- A. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder. All signatures are to be in ink. In the event that the bidder is a joint venture or partnership, certifications shall be submitted with the bid signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership and who, should the joint venture or partnership be the

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successful bidder, shall act in all matters relative to the Contract resulting there from for the joint venture or partnership.

1.05 MODIFICATIONS

- A. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form that is not specifically called for in the Contract Documents may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered. Bids may be rejected if they show any alteration in form, are incomplete, or contain irregularities of any kind.

1.06 ERASURES/MUTILATION OF BID DOCUMENTS

- A. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid and causing such persons to initial said modification(s). Bidders should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes.

1.07 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. At its own expense and prior to submitting its bid, each bidder shall visit the site of the proposed work, under escort of an authorized District representative, and fully acquaint himself with the conditions relating to the construction and labor so that the bidder may fully understand the facilities, which include but are not limited to difficulties, and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. Each bidder shall also determine the local conditions which may in any way affect the performance of the work, including the prevailing wages and other relevant cost factors; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed, as to acquaint each bidder with the site conditions relating to the Project. The failure or omission of any bidder to receive or examine any Contract Documents, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to their bid or to the Contract. The submission of a bid shall be taken as incontrovertible evidence of compliance with this section.

1.08 WITHDRAWAL OF BIDS/BID PROTESTS

- A. Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids. Any request to withdraw a bid shall be so worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the scheduled time for receipt of bids, so long as the resubmitted bids are in full conformance with the Contract Documents. After the scheduled closing time for receipt of bids, a bidder may not withdraw its bid until the expiration of sixty (60) calendar days, after which time a bid may be withdrawn only in writing and in advance of actual award of the Contract. Any bid protests must comply with, and be filed in accordance with, the District's Bid Protest procedures, on file at the District's Purchasing Department Office.

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1.09 CONTRACTS AND BONDS

- A. The Contract form which the successful bidder, as Contractor, will be required to execute, and the form of the Performance Bond equal to 100% of the successful bid, and Payment Bond equal to 100% of the successful bid which the bidder will be required to furnish at the time of execution of the Contract, are included in the Contract Documents and should be carefully examined by the bidder. The required number of executed copies of the Contract, the Performance Bond, and the Payment Bond is as specified in Document 00510 Notice of Intent to Award. The Performance and Payment Bonds must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the Payment and Performance Bonds must be accompanied by (i) a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, (ii) a certificate from the Clerk of the County of San Diego that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and (iii) four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California.

1.10 INTERPRETATION OF PLANS AND DOCUMENTS

- A. Any questions relative to the bid shall be directed to the Construction Manager, Howard Eng at email address heng@balfourbeattyus.com. If any person submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other contract documents, or finds discrepancies in, or omissions from the drawings or specifications or other contract documents, he may submit to the Construction Manager at Risk a written request for an interpretation or correction thereof. All questions and/or requests must be received no later than 4:00 PM local time on or before May 15, 2012. Questions and/or requests must be prepared using the **Pre-Bid RFI Form** which can be found in Project Manual, Volume 4, Exhibit 3.G.2 and emailed to heng@balfourbeattyus.com. Any interpretation or correction of the contract documents shall be made only by an addendum duly issued and a copy of such addendum will be mailed, emailed, faxed, or delivered to each qualified bidder. The District will not be responsible for any other explanations or interpretations of the contract documents. Any addenda issued during the time of bidding, or forming a part of the documents purchased for the preparation of his bid, shall be made part of the contract. Bidders shall not contact any other employee, officer or representative of the District regarding this bid.

1.11 NON-COLLUSION AFFIDAVIT

- A. Bidders on all public works contracts are required to submit an affidavit of Non-Collusion with their bid. This form is included with the bid package and must be signed under the penalty of perjury and dated.

1.12 RESERVATION

- A. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding.

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1.13 AWARD OF CONTRACT

- A. The award of the Contract, if made by the District, will be to the lowest responsible bidder therefor whose bid complies with all of the prescribed requirements. If alternate bids are called for, the Contract may be awarded at the election of the governing board to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates, as specifically established in the Notice to Contractors Calling for Bids.

1.15 LISTING SUBCONTRACTORS

- A. Each bidder shall set forth on the form provided herein, and submit with its sealed bid at the time bids are due the name and address of the place of business of each subcontractor who will perform work, labor, furnish materials, or render service to the bidder on said Contract in excess of one-half (1/2) of one percent (1%) of the total bid. No time extension will be allowed for submission of additional information required by this section.

1.16 WORKERS' COMPENSATION

- A. In accordance with the provisions of section 3700 of the California Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with the District the following certificate prior to performing the work under this Contract:
- B. I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.
- C. The form of such certificate, Contractor's Certificate Regarding Workers Compensation, is included as part of the Contract Documents.

1.17 SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The District will retain five percent (5%) of each progress payment as security for completion of the work. At the request and expense of the successful bidder, the District will substitute securities for the amount so retained in accordance with California Public Contract Code section 22300 and the Contract Documents. (As a point of clarification, in the case of a novated contract, the contractor may at its expense open an escrow account through the Construction Manager-at-Risk (CMR). Separate "escrow payment" invoices may be processed to the CMR and on to the District.)

1.18 PREVAILING WAGE

- A. The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful

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bidder. Detailed information can be obtained at Department of Industrial Relations website (<http://www.dir.ca.gov>). Bidders are advised that a copy of these rates must be posted at each job site. Compliance with prevailing wage rate regulations is a requirement of the Contract Documents.

1.19 DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

- A. In accordance with the provisions of the California Labor Code, Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contract on the Project shall be returned to the District. The successful bidder, as Contractor, shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

1.20 CONTRACTOR'S LICENSE

- A. To perform the work required for this Project, bidders must possess the appropriate Contractor's License for the portion of the work bid upon, and bidders must maintain the license throughout the duration of the Contract. If, at the time the bids are opened, bidder is not licensed to perform the Project in accordance with division 3, chapter 9 of the California Business and Professions Code and the Notice to Contractors Calling for Bids, the bid will not be considered. Provided, however, that in all contracts where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of California. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the District that the records of the Contractor's State License Board indicate that the Contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security by the bidder.

1.21 STORM WATER POLLUTION PREVENTION PROGRAM

- A. Refer to General Conditions, Section 1.82 – "Compliance with State Storm Water Permit for Construction" and Document 01891 – "Storm Water Prevention and Pollution Plan". Contractor must meet all requirements of the latest permits related to Storm Water Pollution Prevention, including activities required of a Qualified SWPPP Practitioner (QSP)

1.22 BID DEPOSIT RETURN

- A. The District will return the security accompanying the bids of all unsuccessful bidders no later than sixty (60) calendar days after award of the Contract.

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1.23 INSURANCE

- A. Prior to commencement of the work the successful bidder shall purchase and maintain insurance as set forth in the General Conditions, in the amounts specified in the Special Conditions to these Contract Documents, and in a form acceptable to the District, from a company or companies lawfully authorized to do business in California as admitted carriers having an "A" policy holders rating and a financial size rating of at least Class VIII in accordance with the most current Best's Key Rating Guide, Property-Casualty. Such insurance shall be adequate to protect themselves from claims under Workers' Compensation Acts, and from claims from damages for personal injury, including death, and damage to property, which may arise from operations under the Contract and from the ownership, maintenance or uses of motor vehicles, or claims involving blanket contractual liability applicable to the successful bidder's obligations under the Contract Documents, and completed operations, independent contractors, and Broad Form Property damage, without exclusion for collapse, explosion, demolition, underground coverage, and excavating. The successful bidder shall be required to file with the District certificates of such insurance, and shall name, by way of endorsement on any policy of insurance, the District and Architect as additional insured. Failure to furnish such evidence of insurance may be considered default by the successful bidder. District reserves the right pursuant to California Government Code Section 4420.5 to use an owner controlled insurance program.

1.24 REQUEST FOR SUBSTITUTIONS

- A. For purposes of this provision the term "substitution" shall mean the substitution of any material, product, thing or service that is substantially equal or better in every respect to that so indicated or specified in the specifications.
- B. Pursuant to California Public Contract Code Section 3400(b) the District may make a finding designating certain materials, products, things, or services by specific brand or trade name for the statutorily enumerated purposes. As required by California Public Contract Code Section 3400 (b) the District may have made such findings as may be further described in the Special Conditions. These findings if made, as well as the materials, products, things, or services and their specific brand or trade names that must be used for the Project may be found in the specifications or section designated in the Special Conditions, if applicable.
- C. Unless specifically designated in Section 00800 of the Special Conditions, whenever in specifications any material, product, thing or service is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, product thing, or service desired and shall be deemed to be followed by words "or equal." Bidders may, unless otherwise stated, offer for substitution any material, product, thing or service which shall be substantially equal or better in every respect to that so indicated or specified. However, the District has adopted certain uniform standards for certain materials, products, things, and/or services. If any material, product, thing, or service offered for substitution by Bidders is not, in the opinion of the Architect and the District, substantially equal or better in every respect to that specified, Bidders shall furnish the

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material, product, thing, or service specified. The burden of proof as to the equality of any material, product, thing, or service shall rest with the Bidders.

- D. Bidders shall submit requests together with substantiating data for substitution of any "or equal" material, product, thing, or service six (6) calendar days prior to bid day. Provisions authorizing submission of "or equal" substitution justification data shall not in any way authorize an extension of time for performance of this Contract. BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF PROPOSED 'OR EQUAL' DOCUMENTATION IN NO WAY OBLIGATES THE DISTRICT OR ITS REPRESENTATIVE TO REVIEW DOCUMENTATION PRIOR TO CONTRACT AWARD. Furthermore, if a proposed "or equal" substitution request is rejected, a bidder shall be responsible for including the specified material, product, thing, or service in its bid AT NO ADDITIONAL COST TO THE DISTRICT. The District shall not be responsible for any costs of bidders associated with "or equal" substitution requests. The District has the complete and sole discretion to determine if a material, product, thing, or service is an "or equal" material, product, thing, or service that may be substituted. Supporting documentation MUST be provided with all substitution requests.
- E. For purposes of subdivision D above, data required to substantiate requests for substitutions of an "or equal" material, product, thing, or service data shall include a signed affidavit from the bidder stating that the substituted "or equal" material, product, thing, or service is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include any and all illustrations, specifications, and other relevant data including catalogue information which describes the requested substituted "or equal" material, product, thing, or service and substantiates that it is an "or equal" to the material product, thing, or service specified. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution of the "or equal" material, product, thing, or service will reduce or increase the Contract Price. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, product, thing, or service. Failure to submit all the needed substantiating data, including the signed affidavit, to the Architect through the Construction Manager, in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The Construction Manager and/or the Architect is not obligated to review multiple substitution submittals for the same materials, products, things, or services due to the bidder's failure to submit a complete package initially.
- F. Time limitations in this Article must be complied with strictly and in no case will an extension of time for completion be granted because of bidder's failure to request the substitution of an alternative item at the times and manner set forth herein in subdivision D. Further, the bidder shall bear the costs of all engineering work associated with the review of submittals for substitution of equals.
- G. In event Contractor furnishes material, product, thing, or service more expensive than that specified, the difference in cost of such material, product, thing, or service so furnished shall be borne by the Contractor.

1.25 ANTI-DISCRIMINATION

- A. It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employees engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The successful bidder agrees to comply with applicable Federal and California

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laws including, but not limited to, the California Fair Employment Practice Act, beginning with California Government Code 12900, and California Labor Code 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the work by him.

1.26 PRE-BID MEETING [MANDATORY]

- A. A **Mandatory** pre-bid meeting has been scheduled for **10:00 AM local time on Friday May 11, 2012** to review the Project scope, bid requirements, and the Project's existing conditions. Attendance at the pre-bid meeting(s) is a prerequisite for submitting a bid. Attendance at the pre-bid meeting(s) will be evident by the representative's signature on the sign-in roster. Subcontractors are advised to attend but their attendance is not mandatory. The pre-bid meeting will take place at 900 Otay Lakes Road, Chula Vista, CA 91910. Bidders are required to check in at **Building 620 LRC, Room L238 (North and South)**. Representatives from the District and Architect will be present.

1.27 NO TELEPHONE AVAILABILITY

- A. Bidders are advised that on bid date telephones will not be available at the District Administrative Offices for use by bidders or their representatives.

1.28 REQUIRED CERTIFICATIONS

- A. Bidders, for all projects involving state funds, are required to submit the "Asbestos-Free Materials Certification." This form is included with the bid package and must be signed under the penalty of perjury and dated. The successful bidder shall also execute, under the penalty of perjury and dated, the "Recycled Content Certification" and the "Drug-Free Workplace Certification" included in this package.

1.29 ETHICS IN BIDDING

- A. The District expects the bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by bidders to secure a lower proposal from another bidder on that project (bid shopping). Subcontractors or suppliers should not request information for the bidder regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). The District will consider any bidder found to be engaging in such practices to be a non-responsible bidder and may reject its bid on that ground.

1.30 DISTRICT'S COMMUNITY OUTREACH PROGRAM INCLUDING DISABLED VETERAN BUSINESS ENTERPRISES

A. LABOR COMPLIANCE PROGRAM:

1. Pursuant to California Labor Code section 1771.7, the District has implemented and shall enforce a Labor Compliance Program ("LCP". The Contractor, and any subcontractors, are required to comply with the requirements of the District's LCP. The Contractor hereby expressly agrees to comply with the requirements of the District's LCP at no additional cost to the District.

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2. Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required for this project. In accordance with Education Code section 17076.11 the District has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the District. The District is seeking DVBE participation in this project.
3. Bidders must make a good faith effort to contact and utilize DVBE subcontractors and suppliers in securing bids for performance of the contract. Information regarding certified DVBE firms can be obtained from the Office of Small Business Certification and Resources (OSBCR) at (916) 322-5060 as well as the OSBCR website at www.dgs.ca.gov/osbcr. Verification of DVBE status must be obtained from the OSBCR by receiving an approved certification letter and reference number from that office. Bidders are encouraged to retain documentation of their good faith efforts, in the event such documentation is requested by the District.
4. Bidders must indicate on the bid form (Document 00300) whether they are a certified DVBE and provide a copy of the DVBE Certification Letter issued by OSBCR. Bidders must also certify, under penalty of perjury that a good faith effort was made to include DVBE subcontractors and suppliers in the bid. In addition, bidders must indicate on the Designation of Subcontractors form whether the subcontractor is DVBE certified, and provide the District a copy of the DVBE Certification Letter issued by OSBCR. Information regarding the DVBE certification of subcontractors must be submitted to the District within 24 hours of the established time for bid opening.
5. Prior to, and as a condition precedent for final payment under the Contract, the successful bidder shall provide the District with written documentation identifying the amount paid to certified DVBE subcontractors and suppliers in performance of the Contract and provide a copy of the DVBE Certification Letter issued by OSBCR for each DVBE. This documentation will be used by the District to evaluate its success in meeting its DVBE participation goal.

1.31 CONTRACT PROCEDURES

- A. The Contract Documents contemplate the following procedures upon receipt of bid and the District obtaining an appropriation of funding from the State Allocation Board (SAB) (when required):
 1. ~~The District will give the successful bidder a Notice of Intent to Award. The District will be bound to enter into the Contract if the SAB apportions funds for the Project, provided that the Project is not placed on the SAB "unfunded list," and the successful bidder does all acts described in subparagraph (2) below.~~
 2. Following the giving of the Notice of Intent to Award, the successful bidder shall post the Performance and Payment Bonds, provide certificates of insurance and other certificates, and return executed copies of bonds and Contracts.

END OF DOCUMENT