



Addendum 01

Corporate Headquarters
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PROJECT:

Selma High School Pool Modernization
Selma Unified School District
3125 Wright St. Selma, CA 93622

Date : June 25, 2024
TETER Project No.: 23-12828

CLIENT:

Selam Unified School District
3036 Thompson Avenue,
Selma CA 93622

Client Project No.: 2024-03
DSA File No.: 10-H16
DSA Appl. No.: 02-121911

The following additions, deletions and revisions to the plans, specifications and Addenda shall become a part of the plans and specifications. It is the responsibility of the General Contractor to submit the information contained in this addendum to all subcontractors and suppliers. The Bidder shall acknowledge receipt of the Addendum in the Bid Proposal. (Addendum number of pages: 1 pages + 3 attachments = 11 total pages).

PROJECT MANUAL:

1- 01: PROJECT MANUAL, CONTRACT REQUIREMENTS – “BID FORM”, revise as follows:

A. Omit “BID FORM” in its entirety and replace with the attached. (7 pages)

1 – 02: PROJECT MANUAL, SPECIFICATION SECTION 012113– “CONTINGENCY ALLOWANCES”, revise as follows:

A. Omit SPECIFICATION SECTION 012113– “CONTINGENCY ALLOWANCES” in its entirety and replace with the attached. (1 page)

1 – 03: PROJECT MANUAL, “APPENDIX”, revise as follows:

- A. Add “MANDATORY JOB WALK SIGN IN SHEET’ to the project appendix. (2 pages)
- B. Add “ESTIMATE” to the project appendix.
 - Construction cost \$2,100,000.00

END OF ADDENDUM NO. 01

Jamie Hickman
Architect

BID FORM

FOR

SELMA HIGH SCHOOL CAMPUS POOL MODERNIZATION

3125 Wright Street, Selma, CA 93662

Project No. 23-12828

Bid No. 2024-03

FOR

SELMA UNIFIED SCHOOL DISTRICT

CONTRACTOR
NAME:

ADDRESS:

TELEPHONE:

() _____

FAX:

() _____

EMAIL

TO: Selma Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID NO. 2024-03

SELMA HIGH SCHOOL CAMPUS POOL MODERNIZATION

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Business Services Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM/ADDENDA:

Number	Number	Number	Number	Number	Number	Number	Number
_____	_____	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. CASH PURCHASE PRICE IN WORDS & NUMBERS: BASE BID

_____ DOLLARS

(\$ _____)

(\$ 350,000.00 CONTINGENCY ALLOWANCE)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS: BASE BID & CONTINGENCY

_____ DOLLARS

(\$ _____)

4. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely

and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

6. The required List of Designated Subcontractors is attached hereto.

7. The required Non-Collusion Declaration is attached hereto.

8. The Substitution Request Form, if applicable, is attached hereto.

9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, 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 Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

10. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

11. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

12. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: _____
License Expiration Date: _____
Name on License: _____
Class of License: _____
DIR Registration Number: _____

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

13. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

14. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

15. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
- d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

16. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

()
Phone Number

()
Fax Number

E-Mail

By: _____ Date: _____
Signature of Bidder Representative

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 signature shall be placed above.

All signatures must be made in permanent blue ink.

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
FORM

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 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 provision before commencing the performance of the work of this Contract.

(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

SECTION 012113
CONTINGENCY ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing contingency allowances.
- B. Related Requirements:
 - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Proposal Requests and Change Orders.

1.3 CONTINGENCY ALLOWANCES

- A. Contingency Allowance: A dollar amount included in the Contract Sum, for use at the Owner's discretion for Owner's purposes, and only by Change Order that indicates the amount to be charged to the allowance.
- B. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- C. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.
- D. Lump Sum Contingency Allowance: Include a contingency allowance of \$350,000 for use according to Owner's written instructions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used).

END OF SECTION



Pre-Bid Job Walk Attendees

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7535 N. Palm Ave. #201
Fresno, CA 93711

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559.438.7554 F
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PROJECT:

Selma High School Pool Modernization
Selma Unified School District
3125 Wright St. Selma, CA 93622

Date: June 20, 2024
Time: 10:00 AM
TETER Project No.: 23-12828

Client Project No.: N/A
DSA File No.: 10-H16
DSA Appl. No.: 02-121911

MANDATORY PRE-BID JOB WALK ATTENDEE SHEET:

Name	Company Name	Phone	Email
Ralph	JMA Concrete	559-618-9405	ralph@jmaconcrete.com
David Silva	AMG Contractors		estimating@amgassociatesinc.com
Cristian Hernandez	BDM	559-554-5848	estimating@bdminc.net
Larry Parfitt	Bowen Eng & Env	559-233-7464	office@bowendemo.com
Jesus Cuellar	Bobo Construction Inc.	916-383-7777	bestimating@boboconstructioninc.com
Shane Speer	Burkett's Pool Plastering	209-604-5785	sspeer@burkettspoolplastering.com
Kooper Parkes	Western Water Features	916-416-2291	kooper@westernwaterfeatures.com
Brandy Alvidrez	California Constructors	559-240-2243	balvidrez@californiaconstructors.com
Derek Spencer	Lighthouse Electrical	559-929-2471	dspencer@lighthouseelec.com
John Sanchez	SCC Enterprises Inc. DBA Sequoia Construction Co.	559-625-2002	johns@sequoiaconst.com

Jerry Siligo	Marko Construction	559-930-6065	jsiligo@markoconstruction.com
Pat Hunt	SUSD	559-356-0180	pat.hunt@selmausd.org
Andrew Romero	SUSD	559-318-6390	and.romero@selmausd.org
Marty Hooten	SUSD	559-352-8257	mhooten@selmausd.org
Dustin Graef	Teter, Inc.	559-916-6992	dustin.graef@teterae.com