

DATE:	June 5, 2025
MAI NO.:	24001
DSA APPL. NO.:	02-122658
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ADDENDUM FOR:

**NEW CLASSROOM WING AT
SUNSET ELEMENTARY SCHOOL****COALINGA-HURON UNIFIED SCHOOL DISTRICT
COALINGA, KINGS COUNTY, CALIFORNIA**

Michael J. Scott**C-34290****ARCHITECT**

MANGINI ASSOCIATES INC.

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**ADDENDUM
NUMBER****2****NON-DSA**

ADDENDUM NO. 2

TO PROSPECTIVE BIDDERS:

This Addendum forms a part of the Contract Documents and modifies the Contract Documents dated July 31, 2024.

Bidders shall acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to do so may disqualify the Bidder.

This Addendum consists of 2 printed pages and the following Attachments:

Specification Section 00 1110R – Invitation to Bid
Specification Section 00 2110R – Instructions to Bidders
Exhibit 'A' - Project Experience List
Specification Section 00 3110R – Preliminary Schedules

CHANGES TO THE PROJECT MANUAL

ITEM NO. 2.1: Refer to Section 00 1110 - Invitation to Bid:

Delete Section 00 1110 and add new attached Section 00 1110R.

ITEM NO. 2.2: Refer to Section 00 2110 - Instructions to Bidders:

Delete Section 00 2110 and add new attached Section 00 2110R

ITEM NO. 2.3: Refer to Section 00 3110 – Preliminary Schedules:

Delete Section 00 3110 and add new attached Section 00 3110R

ITEM NO. 2.4: Refer to Section 00 4110 – Bid Form:

Bid Form Attachments: Add the following:

.14 Exhibit 'A'- Project Experience List

END OF ADDENDUM NUMBER 2

SECTION 00 1110R - INVITATION TO BID

1. **NOTICE TO CONTRACTORS:** The **Coalinga-Huron Unified School District**, acting by and through its Governing Board, hereinafter referred to as the Owner, will receive sealed bids for the award of contracts for the construction of the **New Classroom Wing at Sunset Elementary School, 985 Sunset Ave., Coalinga, CA 93210.**
2. **SUBMITTAL OF BIDS:**
 - .1 **Sealed Bids:** Sealed envelopes containing bids with subcontractor's list and other required attachments will be accepted by Coalinga-Huron Unified School District at its offices located at 657 Sunset Street, Coalinga, California 93210 on **July 9, 2025** before **2:00:00 pm PST** on the clock designated by the Owner or its representative as the bid clock.
 - .2 **Completed DIR Information:** Within 24 hours of the opening of the bids, the apparent low bidder shall submit completed DIR information on the Subcontractor List to the Coalinga-Huron Unified School District at its offices located at 657 Sunset Street, Coalinga, California 93210.
 - .3 **DVBE Information:** Within 24 hours of the opening of the bids, the apparent low bidder shall submit the Prime Bidder Good Faith Effort Worksheet and Prime Bidder Certification of Disabled Veteran Business Enterprise Participation forms to the Coalinga-Huron Unified School District at its offices located at 657 Sunset Street, Coalinga, California 93210.
3. **OPENING OF BIDS:** Bids will be opened and read aloud after **2:00:00 pm PST, July 9, 2025.**
4. **MANDATORY PRE-BID CONFERENCE:** A pre-bid conference has been scheduled for **June 18, 2025, at 10:00 am**, at the project site, Sunset Elementary School, 985 Sunset Ave, Coalinga, California, 93210, and will include the opportunity to inspect the site and may include dissemination of additional information in response to questions or otherwise. All bidders will be deemed to have notice of all conditions and information which bidders could have obtained by attending the pre-bid conference, including but not limited to any conditions in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon. Bids will not be accepted from bidders who did not attend the pre-bid conference.
5. **DESCRIPTION OF WORK:** The Work includes a New Classroom Wing building at the Sunset Elementary School campus, slab on grade classroom building and a single story wood frame, parent loading, parking, and on & off-site development.
6. **BASIS FOR BIDS:** Bids shall be on a lump sum basis.
7. **TIME OF COMPLETION:** The Work shall be completed within **365 calendar days** from the date of the Owner's Notice to Proceed.
8. **EXAMINATION AND PROCUREMENT OF CONTRACT DOCUMENTS:** Contract Documents have been prepared by Mangini Associates Inc. Documents may be examined and obtained at the Architect's office, 4320 West Mineral King Avenue, Visalia, CA 93291, (559) 627-0530, Monday through Thursday between 8 am and 5 pm and Friday between 8 am and 12 pm or at Dodge Data & Analytics, ConstructConnect, Tulare-Kings County Builders Exchange (Visalia), the Central California Builders Exchange (Fresno), Kern County Builders Exchange (Bakersfield), Builders Exchange of Stockton. The architect's contact for questions or RFI's is **Edgar Sanchez edgar@mangini.us**.

Digital plan sets are available in .pdf format by contacting Bridgette Young at bridgette@mangini.us.

Only bonafide **general contract bidders** may secure hard copies of the proposed Contract Documents from the Architect on the following basis:

- .1 Limited to 2 sets of specifications and drawings, upon payment of **\$270.00** deposit per set payable to Mangini Associates Inc., completely refundable if sets are returned to the Architect in good condition within 7 calendar days after bid opening.
 - .2 A non-refundable charge of **\$20.00**, made by separate check, will be required for all sets requiring shipping and handling.
 - .3 Additional complete sets may be purchased from the Architect at the price of 1.15 times the Architect's cost of reproduction and delivery.
 - .4 Specifications and drawings will also be issued to various Builders Exchanges for subcontractors' use or subcontractors may purchase complete sets from the Architect at the price of 1.15 times the Architect's cost of reproduction and delivery. **Purchased sets are non-refundable.**
 - .5 No partial sets or individual sheets will be issued or sold.
 - .6 Only plan holders and the listed exchanges will be notified of Addenda.
9. **SUBSTITUTIONS:** Pursuant to California Public Contract Code Section 3400, contractors and material suppliers shall submit requests to the Architect, not less than 10 days prior to bid (if material is to be included on final addendum), all data substantiating a request for substitution of materials. In order to be considered, substitutions of materials or equipment must comply with the requirements of specification Section 01 2500, including providing comparative data and samples.
10. **BID SECURITY:** Submit bid security with proposal, made payable to Owner, in amount of 10% of the Bid, in the form of certified check, bid bond, cashier's check or cash. Bid security will be retained until Agreement is signed and required bonds furnished. If any bidder refuses to sign the Agreement Form within 7 days after Award, the Owner will retain his bid security as liquidated damages. To enable compliance with California Code of Civil Procedure Section 995.311, each contractor shall provide, prior to Contract Award, a print-out of information from the Department of Insurance website <http://www.insurance.ca.gov/> confirming the surety is an admitted surety insurer.
11. **QUALIFICATION OF BIDDER:** The Owner will not consider or accept any bids from contractors or subcontractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code of the State of California, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the Contractor shall have a **Class B license** and shall maintain that license in good standing through Project completion and all applicable warranty periods.
12. **AWARD:** The Owner reserves the right to reject any and all bids and/or waive any informality in any bid received and/or determine in its discretion the responsibility of any bidder, and which bid is most advantageous to the Owner. Unless otherwise required by law, no bidder may withdraw his bid for a period of **60 days** after the date set for the opening thereof, or any authorized postponement thereof. The Owner reserves the right to take more than 60 days to make a decision regarding the rejection of bids or the award of the Contract.
13. **PREVAILING WAGES:** The Project is a public work and under California Labor Code Section 1770 et seq., the Director of the California Department of Industrial Relations ("DIR") has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Copies of the rates are on file at the Owner's principal office. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.
14. **DIR REGISTRATION:** The Owner will not accept any bid or enter into any contract without proof of the bidder's current registration to perform public work under Labor Code Section 1725.5. Bidders shall not accept any subbid or enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code Section 1725.5.
15. **LABOR COMPLIANCE:** Contractor and all subcontractors shall comply with Labor Code Section 1776. In accordance with Labor Code section 1771.4(a)(1), the Project is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor

Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

16. **RETENTION FUND:** The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Owner and Contractor and General Conditions.
17. **REQUIRED CERTIFICATIONS:** Bids must be accompanied by the following forms, fully executed by each Bidder:
- .1 Non-Collusion Affidavit
 - .2 Contractor's Certificate Regarding Workers Compensation
 - .3 Fingerprinting Notice and Acknowledgment
 - .4 Sufficient Funds Declaration
 - .5 Acknowledgment regarding Drug Free Workplace
 - .6 Acknowledgment regarding Alcoholic Beverage and Tobacco-Free Campus Policy
 - .7 Acknowledgment regarding No Contracting with Sanctioned Entities
 - .8 Roof Project Certification
 - .9 Prime Bidder Good Faith Effort Worksheet and Prime Bidder Certification of Disabled Veteran Business Enterprise Participation.
18. **DSA OVERSIGHT PROCESS:** The Contractor shall comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Project Inspector upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the Project Inspector's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the Project Inspector to meet the DSA Oversight Process requirements without delay or added costs to the Project.
19. **DVBE REQUIREMENTS:** The Owner will require the successful Bidder to achieve the minimum goal of 3% DVBE (Disabled Veteran Business Enterprises) established in the bidding documents or to provide acceptable evidence of good faith efforts to do so.
20. **PRE-QUALIFIED BIDDER LIST:** Pursuant to Public Contract Code Section 20111.6, subsections (b) through (m), all general contractors and mechanical, electrical and plumbing subcontractors in license classifications A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 and C-46 who intend to bid on the project must be pre-qualified. No bid will be accepted for such projects from subcontractors in the listed license categories that are not on the Owner's Qualified Bidder List. Prequalification application packages are available on the District's website under the "Maintenance" tab. Prequalification applications must be submitted to the Owner through the Quality Bidders platform (no exceptions) by **5:00pm, June 27, 2025**. The Owner will publish a list of qualified bidders on or before **July 2, 2025**.

Dates June 4, 2025
Advertised: June 11, 2025

BY ORDER OF THE BOARD OF TRUSTEES OF
COALINGA-HURON UNIFIED SCHOOL DISTRICT

Tom Crawford, Clerk of the Board

END OF SECTION 00 1110R

SECTION 00 2110R - INSTRUCTIONS TO BIDDERS

PART 1 - CONTRACT DOCUMENTS

- 1.1 Securing Documents:** Secure copies of the Contract Documents at the office of the Architect upon the conditions set out in the Section 00 1110 - Invitation To Bid.
- 1.2 Examination of Documents and Site:** Before submitting bid, carefully examine the Contract Documents and visit the site of the Project. Observe existing conditions and limitations under which the Work is to be performed and include in bid a sum to cover cost of all items necessary to perform the Work. Contractor will not be entitled to extra payment due to existing conditions, if such conditions could have been observed upon the required site visit and examination of Documents.
- 1.3 Interpretation of Contract Documents Prior to Bidding:** In general, the Drawings show dimensions, position, and kind of construction, and the Specifications qualities and methods. Any work called for on the Drawings and not mentioned in the Specifications, or vice versa shall be furnished as though fully set forth in both. Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified.
- .1** It is the intent of the plans and specifications that the Contractor shall turn over to the Owner a complete job. Any work not specifically called for or specified, but necessary to comply with the intent of quality and completeness shall be performed as part of the contract.
 - .2** If any person contemplating submitting a bid for the construction of the Work is in doubt as to the true meaning of any part of the Contract Documents or finds discrepancies in or omissions from any part of the Contract Documents, he may submit to the Architect a written request for an interpretation thereof not later than 7 days before bids will be opened. **A Pre-Bid Request for Information form is included at the end of this Section.**
 - .3** Address all communications regarding this work to the Project Architect as shown on the cover page of the Project Manual.
 - .4** The person submitting the request will be responsible for its prompt delivery.
 - .5 Any binding interpretation or correction of the Contract Documents will be made only by written Addendum** and will be mailed or delivered to each Bidder on record. The Owner will not be responsible for any other explanations or interpretation of the Contract Documents.
- 1.4 Substitutions:** Contractors, subcontractors and/or material suppliers shall comply with the requirements set forth in Specification Section 01 2500 - Substitution Requirements. All requests for material substitutions shall be submitted with all required substantiating data, comparisons to the material specified, including samples and colors as needed to determine their acceptance. Failure to provide the required documentation is justification for rejection.
- .1** Substitution Requests shall be submitted a minimum of 10 days prior to the bid (if material is to be included on the final addendum);
 - .2** or not more than 35 days after the award of the contract.
 - .3** Substitution Requests received greater than 35 days after the award shall be rejected.
- 1.5 Addenda:** Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Contract Documents by additions, deletions, clarifications, or corrections.

PART 2 - BASIS FOR BIDS:

- 2.1 Lump Sum Bid:** All bids shall be on a lump sum basis. Each bidder shall breakdown the lump sum into the items required on the bid form, if any.
- 2.2 Taxes:** Taxes shall be included in the bid prices. The Owner will pay only the State sales and use taxes. Federal excise taxes are not applicable to school districts.

- 2.3 Alternates:** All alternates shall be bid by inserting the amount to be added or deducted in the appropriate space on the bid form. Alternates are described in Section 00 2410 - Scopes of Bids and on the drawings. Alternates are additive or deductive to the total lump sum bid. If no change in the base bid is required, enter "No Change."

PART 3 - BIDDING PROCEDURES

3.1 Bid Form: In order to receive consideration, make all bids in accordance with the following:

- .1 Make bids on the form provided with all blanks filled in. Do not change form wording nor add words.
- .2 All amounts shall be in words as well as in figures. Any discrepancy between the words and figures shall be resolved using the amount stated in words.
- .3 The Bid Form shall be filled out in ink or be typewritten.
- .4 A bid which is incomplete, incorrect or non-conforming, may be disregarded, in the sole discretion of the Board of Trustees.
- .5 Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the Invitation to Bid. Bids expressing exceptions or qualifications on Technical Specifications shall be disregarded as non-responsive.
- .6 The bid submitted shall not contain 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 persons signing the bid. Oral or telephonic modifications of any bid submitted will not be considered.
- .7 Each bid shall be delivered in a separate opaque sealed envelope bearing on the outside, the name of the bidder, the bidder's address, and the name of the Project. Each envelope shall include all the documents required by these Instructions.
- .8 Bids may not be modified after the designated time for bid opening. Bidders may withdraw and resubmit bids at any time prior to bid opening. No bid may be withdrawn after the bid opening.
- .9 Late bids will be returned to Bidder unopened.
- .10 Address bids to Owner and deliver to Owner on or before time set in Invitation to Bid. Enclose bid in sealed envelope bearing title of the Project and name of Bidder.
- .11 It is the Bidder's responsibility to be certain his bid is received in time at the proper place.

3.2 Execution of Forms:

- .1 Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature in longhand.
- .2 Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters.
- .3 Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.
- .4 A bidder's failure to properly sign required forms may result in rejection of the bid.
- .5 All bids must include the bidder's contractor's license number, classification, and expiration date.

3.3 Bidder Submittal Envelope: All responsive bidders shall provide the following items within the Bid Submittal Envelope:

- .1 Bid Form
- .2 Bidder's Bond
- .3 Subcontractor List
- .4 Non-Collusion Affidavit
- .5 Contractor's Certificate Regarding Workers Compensation
- .6 Fingerprinting Notice and Acknowledgment

- .7 Sufficient Funds Declaration
- .8 Acknowledgment regarding Drug Free Workplace
- .9 Acknowledgment regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- .10 Acknowledgment regarding No Contracting with Sanctioned Entities
- .11 Roof Project Certification
- .12 Prime Bidder Good Faith Effort Worksheet and Prime Bidder Certification of Disabled Veteran Business Enterprise Participation.

3.4 Withdrawal of Bid: Bidder may withdraw his bid at any time prior to the scheduled time for opening. No Bidder may withdraw his bid for a period of **60 days** after the time and date of opening. All bids shall be subject to acceptance by Owner during this period.

3.5 Subcontractor List / DIR Information:

- .1 **Subcontractor List:** Pursuant to the provisions of Section 4100 to 4113, inclusive, of the Public Contract Code of the State of California, every Bidder shall set forth the name and location of the place of business of each subcontractor who will perform work or labor in or about the construction of the Work or improvement in an amount in excess of 1/2 of one percent of the Bidder's total Base Bid. If the Bidder fails to specify a subcontractor for any portion of the work in excess of 1/2 of one percent of the Bidder's total Base Bid, the Bidder agrees to perform that portion of the Work.
- .2 **DIR Information:** Pursuant to Labor Code section 1725.5, within 24 hours of the receipt of bids, every Bidder shall set forth the name, location of the place of business, contractor's license number, and DIR registration number of all subcontractors listed on the Subcontractor List submitted with the Bid. The Contractor and any proposed subcontractors shall not be qualified to submit a bid or to be listed in a bid proposal for the Project unless currently registered and qualified under Labor Code Section 1725.5 to perform public work.

PART 4 - BONDS, AGREEMENT, AND INSURANCE

4.1 Bid Security: Each bidder is required to submit with each bid, a cashier's check upon a solvent bank, or a Bid Bond in an amount equal to 10% of the Bid made payable to Owner. This bid security shall be given as a guarantee that the bidder will enter into the Agreement if awarded to him and **shall be declared forfeited as liquidated damages if he refuses to enter into said Agreement** upon request to do so by Owner. If the bidder fails or refuses to timely enter into the contract, the Owner reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity relating to such breach including, but not limited to, seeking recovery of damages for breach of contract. Bid security will be returned to all unsuccessful bidders, and to each successful bidder upon the Owner's receipt of a satisfactory Performance Bond, Payment Bond, Policy of Insurance, Worker's Compensation Insurance Certificate, executed Agreement and any other document required by the Contract Documents prior to the execution of the Agreement by the Owner. Bid Bonds shall be executed on the form included in these specifications or a facsimile thereof. Any and all bonds required, whether Bid Bonds, Faithful Performance, Payment, or other bonds, shall be issued by a California admitted surety insurer.

4.2 Bid Security and Bond Requirements: Each successful bidder shall file with Owner, a Performance Bond and a Payment Bond, each in the amount of 100% of the Contract Sum. All bonds required, whether Bid Bonds, Performance, Payment, or other Bonds, shall be issued by a California admitted surety insurer. The Bid Bond, Performance Bond, and Payment Bond must be issued by the same admitted surety insurer. The payment and performance bonds required by these specifications will neither be accepted nor approved by the Owner unless the bonds are underwritten by an admitted surety. The Owner further reserves the right to satisfy itself as to the acceptability of the surety and the form of bond. The apparent low bidder must submit together with the payment and performance bonds the following documents:

- .1 The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so.
- .2 A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.

- .3 A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code Section 173.
 - .4 If the surety insurer is not found to be an "admitted surety insurer" the bid shall be determined non-responsive and shall be rejected. If the surety insurer's assets do not exceed its liabilities in an amount equal to or in excess of the amount of the bond, subject to Section 12090 of the Insurance Code; or if the bidder fails to provide the specified documents; the bid may be determined non-responsive and may be rejected.
- 4.3 Form of Agreement:** The bidder selected by the Owner shall be required to execute an Agreement in form and substance substantially identical to that included in this bidding package. The Agreement and other documents are subject to the approval of the Owner and its legal counsel. The successful bidder shall, within 7 days of notice of award of the contract, sign and deliver to the Owner the executed Agreement along with the bonds and certificates of insurance required by the contract documents. In the event the bidder to whom an award is made fails or refuses to execute the Agreement within 7 calendar days from the date of receiving notification that the contract has been awarded to the bidder, the Owner may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the work to the next lowest responsible bidder, or may reject all bids and call for new bids.
- 4.4 Worker's Compensation Insurance:** Bidder shall submit with his bid the Contractor's Certificate Regarding Worker's Compensation in the form provided by the Construction Documents. Contractor shall maintain for the duration of his work on this Project statutory Worker's Compensation Insurance.
- 4.5 Contractor's Insurance Coverage:** Contractor shall maintain for the duration of the work required under the Agreement, all Insurance in the forms and minimum amounts shown in the Construction Agreement.
- .1 Before an Agreement is executed by the Owner, the Contractor shall obtain all insurance policies required hereunder, including the "GENERAL LIABILITY - ADDITIONAL INSURED ENDORSEMENT"; shall obtain Owner's approval of insurance; and shall file policies of such insurance with Owner. Approval of the insurance shall not relieve or decrease the liability of Contractor.
 - .2 Policies of insurance shall contain transcripts from the policies authenticated by proper office of the insurer, evidencing in particular those insured, the amount of the insurance and the location of and the operations to which the insurance applies. The insurance required must be written by a company licensed in California.
 - .3 Contractor shall not cause any insurance policy to be canceled or permitted to lapse. Each insurance policy shall contain a clause stating that the policy shall not at any time during the construction period be canceled or reduced, restricted or limited until 30 days after written notice to the Owner and Architect by registered mail, return receipt requested.

PART 5 - CONSIDERATION OF BIDS

- 5.1 Award of Contract:** The Contract shall be awarded to the lowest responsible and responsive bidder as interpreted by the Owner under California law and as specified herein. Rejection of any or all bids, to contract work with whomever and in whatever manner, to abandon work entirely, and/or to waive any informality in receiving of bids is reserved as the right of the Owner. Before the Contract is awarded, the Owner may at its sole discretion, require from the proposed Contractor further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform such proposed Contract and may consider such evidence before making its decision on the award of such proposed Contract.
- 5.2 Basis of Award:** The lowest bid will be determined in the following manner:
- .1 On the amount of the base bid only.

- 5.3 Execution of Agreement:** The required form of Agreement is included in the Contract Documents. The awarded bidder shall execute Agreement within seven (7) days after mailing, faxing or delivery of the Notice of Award of Contract. Owner reserves the right, without any liability, to cancel the award of any bid for any reason at any time before the full execution of the Agreement between Owner and Contractor.

PART 6 - ADDITIONAL PROVISIONS

- 6.1 Contractor License Required:** The Owner will not consider or accept any bids from contractors or subcontractors who are not licensed to do business in the State of California, in accordance with the Public Contract Code of the State of California, providing the licensing of contractors. Joint venture bidders shall possess a joint venture license. In accordance with Section 3300 of said Code, the Contractor shall be a **Class B license**.
- 6.2 Construction Documents for Construction:** A reasonable number of plans and specifications for construction, as stated in 2.2.5 of the General Conditions, shall be **10 sets** furnished to the successful Contractor without charge. Additional sets will be furnished, upon request from the Contractor, at the Architect's cost of reproduction and delivery. All plans and specifications are the property of the Owner and are to be carefully used and returned to the Owner at the completion or cessation of the work or termination of the contract, and are not to be used on other work.
- 6.3 Liquidated Damages:** Time is of the essence in the performance of this contract, and all work called for herein and all requirements shall be completed before the expiration of the date established in the Owner's Notice to Proceed. Failure to complete the Project, or applicable phases of the Project, within the date(s) and in the manner provided for by the Contract Documents, shall subject the Contractor to liquidated damages for each calendar day by which such completion is delayed beyond the applicable Date for Completion. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed by the applicable Date for Completion are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages that the Owner would suffer if completion is delayed include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.
- .1 Step One Liquidated Damages:** Accordingly, the Parties agree that the following dollar figure shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project, or applicable parts thereof, within the time specified, \$1,000.00 for each calendar day by which completion of the Project, or applicable parts thereof, is delayed beyond the Date for Completion as adjusted by change orders. If the Contractor becomes liable under this Section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this Article has been finally determined. If the retained percentages and withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Section, then the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full. If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.
- .2 Step Two Liquidated Damages:** Failure to close out the Project, or applicable phases of the Project, shall subject the Contractor to Step Two Liquidated Damages for each calendar day by which such completion is delayed beyond 65 days of the Notice of Completion. Damages that the Owner would suffer if project close out is delayed include, but are not limited to, disruption of activities, costs of administration, supervision and professional fees. Accordingly, the Parties agree that the following dollar figure shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project, or applicable parts thereof, within the time specified, \$250.00 for each calendar day by which completion of the Project, or applicable parts thereof, is delayed beyond the Date for Notice of Completion. If the Contractor

becomes liable under this Section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this Article has been finally determined.

- 6.4 Denial of Right to Bid:** Contractors or subcontractors who have violated state law governing public works shall be denied the right to bid on this public work contract as set forth in California Labor Code Section 1777.7. In accordance with Public Contract Code Section 6109, with respect to subcontractors which are ineligible to perform work on public works projects pursuant to Labor Code Section 17771.1 or 1777.7:
- .1 The Contractor shall not allow any such subcontractor to work on this project.
 - .2 The Contractor shall repay to the Owner any money paid to any such subcontractor allowed to work on this project.
 - .3 The Contractor shall pay the wages of the workers of any such subcontractor allowed to work on this project.
- 6.5 DIR Registration:** The Contractor and any proposed subcontractors shall not be qualified to submit a bid or to be listed in a bid proposal for the Project unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code.
- 6.6 Pre-qualification of Contractor and Certain Subcontractors:** Owner has determined that the Project is subject to the requirements of Public Contract Code section 20111.6. Accordingly, the Owner has required that Contractor and all electrical, mechanical, and plumbing subcontractors to be utilized on the Project complete and submit to the Owner a standardized pre-qualification questionnaire and financial statement. The questionnaire and financial statement has been verified under oath by the pre-qualification applicants in the manner in which civil pleadings in civil actions are verified. The questionnaires and financial statements are not public records and are not open to public inspection.

The Owner has adopted and applied a uniform system of rating the pre-qualification applicants on the basis of the completed questionnaires and financial statements. The questionnaire and financial statement, and the uniform system of rating applicants cover, at a minimum, the issues covered by the standardized questionnaire and model guidelines for rating bidders developed by the DIR pursuant to Public Contract Code section 20101(a).

If the Project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, then a list of pre-qualified general contractors and electrical, mechanical, and plumbing subcontractors has been or will be made available by the Owner to all bidders at least five business days prior to the dates fixed for the receiving and opening of bids on the Project.

A bid will not be accepted from any person or other entity that is required to submit a completed questionnaire and financial statement for pre-qualification or from any person or other entity that uses a subcontractor that is required to submit a completed questionnaire and financial statement for pre-qualification, but has not done so at least 10 business days prior to the date fixed for the receiving and opening of bids on the Project or has not been pre-qualified for at least five business days prior to that date.

For purposes of this Article, electrical, mechanical, and plumbing subcontractors are contractors licensed pursuant to Section 7058 of the California Business and Professions Code, specifically contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46 licenses, pursuant to regulations of the Contractors' State License Board.

- 6.7 Additional Bidder Qualifications:** To be considered by Owner, the successful bidder must have, at a minimum, the following qualifications:
- .1 Bidder must have at least five years of experience working with the California Division of the State Architect in regard to plan review and approvals for public works projects of school districts. Bidder to provide list of a minimum of 3 comparable or greater projects in scope and valuation similar to this project. See attached Exhibit "A" to be filled out and submitted with your bid.

- .2** Bidder must have knowledge and understanding of laws applicable to California public school districts relating to the design, construction, and maintenance of school buildings.
- .3** Bidder must have knowledge and understanding of California Building Codes, laws, regulations, requirements, and procedures that apply to school district public works projects.
- .4** Bidder must be qualified and skilled and hold a California contractor's license with the classification(s) as stated on the Notice, which license must always be active at the time of the award of the Contract and during performance of the Work on the Project.
- .5** Bidder must be registered as a contractor at the time of bid submission, contract award, and throughout the Project with the California Department of Industrial Relations in accordance with the Prevailing Wage Addendum attached to the Contract and applicable laws and regulations.

END OF SECTION 00 2110R

EXHIBIT 'A'
PROJECT EXPERIENCE LIST

Please provide the information requested below for a minimum of three K-12 public works projects completed in the last five years. Names and references must be current and verifiable. Only list projects your firm performed as the general contractor in charge of all trades for the construction of a building.

Use separate sheets of paper that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number): _____

Architect or Engineering firm: _____

Architect or Engineer Contact (name and current phone number): _____

Construction Manager (name and current phone number): _____

Inspector of Record (name and current phone #): _____

Description of Project, Scope of Work Performed: _____

Total Value of Construction (including change orders): _____

Date Construction Commenced: _____

Original Contractual Completion Deadline: _____

Adjusted Completion Deadline Based on Time Extensions Granted by Owner: _____

Actual Date of Completion: _____

General Contractor's Project Manager (lead contact in office) _____

General Contractor's Superintendent (lead contact on project site) _____

SECTION 00 3110R - PRELIMINARY SCHEDULES

1. **START OF WORK:** Do not start work until receipt of written notice from Architect to proceed.
2. **PROJECT SCHEDULE:**
 - .1 **Anticipated Award Date: July 22, 2025.** This date is for preliminary scheduling only; Owner does not guarantee this date.
 - .2 **Anticipated Notice to Proceed Date: August 4, 2025.** This date is for preliminary scheduling only; Owner does not guarantee this date.
 - .3 **Time for Completion:** Complete all Work within **365 calendar days**, commencing with the date established in the written notice from Owner to proceed, and ending with the date of Notice of Completion.
3. **OWNER OCCUPANCY**
 - .1 The schedule is intended as a maximum time frame and should the Contractor be able to expedite the Work, the Owner and Architect will assist in advancing within the terms of the Contract.
 - .2 The project will be in progress while students and staff are on site.

END OF SECTION 00 3110R