INSTRUCTIONS TO BIDDERS

The Tulare Joint Union High School District Accessibility Modernization at
426 N Blackstone St, Tulare, CA 93274 Contract for the
Tulare Joint Union High School District

SECURING DOCUMENTS:

The Contract Documents, including the Drawings and Specifications, are available at

Darden Architects
Attn: Fred Messias,
Project Manager
6790 N. West Ave. Fresno, CA 93711
fredm@dardenarchitects.com
(559) 448-8051

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PREQUALIFICATION:

This Contract is subject to prequalification, which applies to contractors with the following licenses: Prime contractors with either an A or B license; and Contractors with a C-4, C-7, C-10, C- 16, C-20, C-34, C-36, C-38, C-42, C-43, or C-46 license, regardless of whether they are a prime contractor or subcontractor. If a bidder is not prequalified to bid on the Contract at least five (5) business days before the bid deadline and at the bid deadline, Owner will not accept the bid. Any subcontractors listed by a bidder for Work requiring one of the above "C" licenses must be prequalified at least five (5) business days before the bid deadline and at the bid deadline, or Owner will not accept the bid.

RETENTION:

The Owner will withhold retention of 5% from all progress payments.

REGISTRATION:

For all projects over Twenty-Five Thousand Dollars ($25,000), the Owner shall 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.

For all projects over Twenty-Five Thousand Dollars ($25,000), the bidder 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.

REQUEST FOR SITE VISIT AND INSPECTION:

A prospective bidder may request to visit and inspect the site, and the Owner may limit the length of the visit and inspection.

BUILDERS RISK COVERAGE:

For the purpose of builders risk coverage (see General Conditions Article 11), the project is not being solely funded by revenue bonds.

PROJECT LABOR AGREEMENT:

No project labor agreement applies to this contract.

USE OF FEDERAL FUNDS:

No federal funds are being used by Owner for the Contract.

BIDS:

Bids to receive consideration shall be made in accordance with the following instructions:

1. Facsimile, e-mail, or other electronic copies of the Bid Form and other bid documents will not be accepted; only hard copies will be accepted. Bids shall be made on the Bid Form obtained from the Architect or Owner. Bids not made on the proper Bid Form shall be disregarded. Bids must be broken down into Restroom, Front Entrance, and Parking Lot. Numbers must be stated in words and figures.

2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications. If prequalification is required for this Contract, no bid will be accepted from a contractor that has not been prequalified.

3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Architect who will send written instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner or Architect or any Construction Manager.

4. Signatures:

    A. Each bid must give the full business address of the bidder and be signed by bidder. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing

shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.

B. The signatures on the Bid Form and other bid documents must be original longhand signatures in permanent blue ink. Any other type of signature, including an electronic signature, will not be accepted.

5. Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, which are hereby incorporated and made a part hereof and these Instructions to Bidders, every bidder shall set forth in its bid (using the Owner's form for Designation of Subcontractors):

A. The name and location of the place of business, the California contractor license number, and (for all projects over Twenty-Five Thousand Dollars ($25,000)) the public works contractor registration number, of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half (½) of one percent (1%) of the bidder's total bid. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

B. The portion of the Work which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half (½) of one percent (1%) of the bidder's total bid, the bidder agrees to perform that portion itself. The successful bidder shall not, without the consent of the Owner:

1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid.

2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.

3) Sublet or subcontract any portion of the Work in excess of one-half (½) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.

6. The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and the rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interested party on request.

7. All Bid Forms must be accompanied by a completed Noncollusion Declaration and Sufficient Funds Declaration (Labor Code § 2810). All bids must be accompanied by an executed Fingerprinting Notice and Acknowledgment, Iran Contracting Act certification (if required by law; see the form), Workers' Compensation certification, responses to the Contractor Questionnaire (if required; see Paragraph 13, below), the DVBE Certification of Participation and the DVBE Good Faith Worksheet (if DVBE is required; see Paragraph 10, below), and the CARB Compliance Declaration.

8. Bids must be accompanied by a certified check, cashier's check, cash, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Owner. If a bidder's bond accompanies the bid, said bond shall be secured by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the Contract if awarded the Work, and in case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be payable to the Owner and retained as liquidated damages.

9. Bids shall be sealed and filed as indicated in the Notice to Bidders. Irrespective of how a bidder chooses to deliver the bid and other documents to the Owner, the bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Contract Documents for receipt of the bid and other documents prior to the time for the bid opening. Bids and other

documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.

10. **THIS CONTRACT IS SUBJECT TO THE DVBE REQUIREMENTS OF EDUCATION CODE SECTION 17076.11.** If this contract is subject to these requirements, then (a) the DVBE Certification must be submitted with the bid, and (b) the DVBE Worksheet must be submitted with the bid if Box D is checked on the first page of the DVBE Certification.

11. Contractors shall maintain their licenses in good standing through Completion of the Work and all applicable warranty periods. Owner shall reject any bid as nonresponsive if bidder or any subcontractor is not licensed in good standing from the time the bid is submitted to Owner up to award of the Contract, whether or not the bidder listed the subcontractor inadvertently, or if a listed subcontractor's license is suspended or expires prior to award of the Contract. Owner also reserves the right to reject any bid as nonresponsive if a listed subcontractor's license is not in good standing to perform the work for which it is listed from the time of submission of the bidder's bid to award of the Contract.

12. The Owner reserves the right to waive any irregularity or failure to comply with the Contract Documents, and to reject any or all bids.

13. No responses to a Contractor Questionnaire are required to be submitted with a bid on this Contract.

14. To summarize, each bid for the Contract must include the following documents:
    A. Bid form, including proof of signers' authority.
    B. Bid security.
    C. Designation of Subcontractors.
    D. Noncollusion Declaration.
    E. Sufficient Funds Declaration.
    F. Fingerprinting Notice and Acknowledgement.
    G. Workers' Compensation Certification.
    H. Iran Contracting Act Certification (if required by law; see the form).
    I. Responses to Contractor Questionnaire (if required; see above).
    J. DVBE Certification (if required; see above).
    K. DVBE Worksheet (if required; see above).
    L. Proof of registration per Labor Code §1725.5.
    M. CARB Compliance Declaration.
    N. Drug-Free Workplace Certification.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids or any authorized postponement thereof.

A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code §5100 et seq.

Unless otherwise required by law, no bidder may withdraw its bid for a period of ninety (90) days after the date set for the opening thereof or any extension thereof. The Owner reserves the right to take more than ninety (90) days to make a decision regarding the rejection of the bid or the award of the Contract.

OPENING OF BIDS:

Opening of bids in public shall be at Owner's discretion, as set forth in the Notice to Bidders.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

Before submitting a bid, bidders shall examine the drawings, read the specifications, the form of Agreement between Contractor and Owner, and the other Contract Documents. Bidders shall visit the site of the proposed Work, examine the building, or buildings, if any, and any work that may have been done thereon. Bidders shall fully inform themselves of all conditions, in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

Pursuant to Public Contract Code section 1104, (1) bidders shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, except on clearly designated design build projects; (2) however, bidders shall be required to review architectural or engineering plans and specifications prior to submission of their bids and to report any errors and omissions to the Architect and Owner; and (3) the review shall be confined to the bidder's capacity as a bidder and not as a licensed design professional.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

The form of Agreement between Owner and Contractor which the successful bidder will be required to execute, if awarded the Work, is a part of this Bid Package.

ADDENDA OR BULLETINS:

Any addenda or bulletins, issued during the time of bidding, shall form a part of the drawings and specifications loaned to the bidder for the preparation of its bid, shall be covered in the bid, and shall be made a part of the Contract Documents. All addenda or bulletins shall be signed by the Architect and approved by the Division of State Architect.

EVIDENCE OF RESPONSIBILITY:

Upon the request of Owner, a bidder shall submit promptly to the Owner or its designee satisfactory evidence showing the bidder's financial resources, the bidder's experience in

the type of work required by the Owner, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's or its subcontractor's qualifications to perform the proposed Contract. The Owner may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of the bidder's or its subcontractors' responsibility to perform the proposed Contract may result in rejection of the bid.

AWARD OF CONTRACT:

Rejection of any or all bids, contracting work with whomever and in whatever manner, abandoning work entirely, and/or waiving any informality in receiving of bids are reserved as the rights of the Owner. Before the Contract is awarded, the Owner may, at its sole discretion, require from a potential Contractor on the Contract further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform the Contract and may consider such evidence before making its decision on the award of the Contract.

If awarded, the Contract shall be awarded to the lowest responsible and responsive bidder as indicated in the Notice to Bidders and as interpreted by the Owner under California law and as specified herein. Owner reserves the right, without any liability, to cancel the award of the Contract for any reason at any time before the full execution of the Agreement between Owner and Contractor.

EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

Contractor shall sign and return the Agreement within ten (10) days after mailing, faxing or delivery of the Notice of Award of Contract, or prior to the commencement of the Work, whichever is earlier. The Contractor shall sign the Agreement in as many originals as the Owner deems necessary. Within ten (10) days after mailing, faxing, or delivery of the Notice of Award of Contract, or prior to the commencement of the Work, whichever is earlier, the Contractor shall also submit to Owner the Contract payment and performance bonds; insurance certificates, additional insured endorsement, and declarations page; a Public Contract Code section 3006(a) Roof Project Certification, if required; the Drug-Free Workplace Certification; the Student Contact Form (see Attachment B to the Fingerprinting Notice and Acknowledgement); a schedule of values (see General Conditions §9.2.1.A); a schedule of cash flow (see General Conditions §9.2.1.B); and subcontractor information (see General Conditions §9.2.1.D). Within two (2) weeks after award the Work, or prior to commencement of the Work, whichever is earlier, the Contractor shall also submit to Owner the certified baseline schedule (see General Conditions §3.9.1). If the Contractor does not comply with this paragraph, Owner may revoke and/or cancel the award to the Contractor, award the Contract to the next lowest bidder, and pursue the low bidder and bid bond for damages, or may otherwise proceed as allowed by law. A Roof Project Certification is not required if (1) the Owner has ADA (average daily attendance) of 2,500 or less, or (2) the Work involves repair of 25% or less of the roof, or costs $21,000 or less.

CONTRACT BONDS:

As required by the Contract Documents, two bonds, as itemized below and in the forms presented in these Contract Documents, shall be furnished by the Contractor. They shall be in the form of surety bonds issued by Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

> **Performance Bond** in the amount of one hundred percent (100%) of the Contract Sum to insure Owner during construction, and for one year after Completion and during any warranty or guaranty period, against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the Contract.
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> **Payment Bond** (Labor and Material) in the amount of one hundred percent (100%) of the Contract Sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this Contract.

PAYMENTS:

Payments to the Contractor on account of the Contract shall be made in accordance with the terms of the Contract Documents.

TAXES:

The Owner is generally exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Contractor to be used to obtain materials ordinarily subject to Federal Excise Tax without payment of the tax. Bidder shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the Contract Sum.

EARLY TERMINATION:

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order Work on the Contract to cease. The Owner will remain obligated to pay for the Work already performed but shall not be

obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the Work has not been done.

TIME OF COMPLETION AND LIQUIDATED DAMAGES:

See Article III of the Agreement for details.

Liquidated damages for delay in Completion of the Work within the Contract Time, or for delay in completion of a specified portion of the Work by a milestone deadline, will accrue and may be assessed as provided in the Contract Documents, including Article III of the Agreement and Article 8 of the General Conditions.