

**Tierra Bonita Concrete Repair
Bid No. RFP TBCONC-11-2024
Tierra Bonita Elementary School**

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

The Eastside Union School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, for work as described in the Contract Documents for the following project ("Project" or "Contract"):

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2. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.
3. Bidders must submit Bids on the Bid Form and Proposal and submit all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. (See Paragraph 10, Instructions to Bidders). Additional sheets required to fully respond to requested information are permissible.
4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. The district reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all the following documents with the Bid Form and Proposal:
 - a. Bid Form and Proposal
 - b. Bid Bond
 - c. Designated Subcontractors List
 - d. Non-collusion Affidavit
 - e. References
 - f. Payment Bond
 - g. Performance Bond
 - h. Any and all addenda to any of the above documents
5. Bidders must submit with their Bids a bid bond by an admitted surety insurer, of not less than ten percent (10%) of amount of base Bid. If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District (Document 00150 Bid Bond). The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary and compliant bid security will be deemed non-responsive and will not be considered.

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a. Presumption of Surety Qualifications

Each bidder is required to furnish, and file with the District, a Certificate-In-Fact, to be submitted in notarized form stating the bidder has the assurance that his Surety is qualified to do business in the State of California and meets the requirements of the Code of Civil Procedure 995.660. This document is titled "Surety Information" and is provided with the Contract Documents.

6. If Bidder to whom Contract is awarded fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may collect on the Bid Bond and the proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. By submitting a bid, Bidder agrees that calculation of the damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine, and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed number of damages.
7. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.
8. Bidders shall submit the Non-Collusion Declaration with their Bids. Bids submitted without the Non-Collusion Declaration may be deemed non-responsive and may not be considered.
9. Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
10. Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall submit a bid on a filled-out Bid Form and Proposal in the form as provided by the district.
11. The Bidder and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available upon request from the California Department of Industrial Relations. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.
12. Submission of a Bid by Bidder signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall

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constitute the Bidder's express representation to District that Bidder has fully completed the following:

- a. Bidder thoroughly understands the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
- b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible financial interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Contractor may only rely on, the accuracy of limited types of information.
 - i. As to above-ground conditions or as-built conditions shown or indicated in the

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Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.

- ii. As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Bidder drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. Conditions Shown in Reports and Drawings Supplied only for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
 - i. Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
 - ii. Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents.
 - iii. These reports and drawings are not Contract Documents and, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
- 13. Bidders may examine any available “as-built” drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of “as- built” drawings. The document entitled Existing Conditions applies to all supplied “as- built” drawings.
- 14. All questions about the meaning or intent of the Contract Documents are to be directed to Alfonso Lopez, ALopez@castsideusd.org, (661)952-1200. Questions must be received no later than December 11, 2024. Only answers to Bidders’ questions that have been posted by the District by means of formal written Addenda from the District will be valid and binding. Oral and other interpretations or clarifications will be without legal effect.
- 15. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.

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16. Each Bidder shall acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents.
17. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Bidder's damages and/or claims related, in any way, to that Bidder basing its bid on any requested substitution that the District has not approved. Contractor and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
 - a. District must receive any request for substitution a minimum of TEN (10) calendar days prior to bid opening.
 - b. Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of the substitutions.
 - c. Approved substitutions shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
18. All Bids shall be sealed in an envelope and marked on the outside of the envelope containing the bid, with the name and address of the Bidder, the Project name, Bid number, date and time of bid opening. Each Bid must receive a time stamp provided by the District indicating the time the Bid was received by the District. The time stamp will be placed on the Bid by a District employee when the Bid is received at the front lobby of the District and in compliance with the requirements set forth below. Bids will be received as indicated in the Notice to Bidders.

Sealed Bids will be received until

01:59:59 p.m., PDT, December 18, 2024
at Eastside Union School District Office, 44938 30th St E, Lancaster, CA 93535

Bid submitted after 01:59:59 p.m. as determined by the official bid clock in the lobby of the District Office, and as indicated by the time stamp placed on the Bid by a District employee when the Bid is received, shall be non-responsive and returned to the bidder.

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19. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
20. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
21. Prior to the execution of the Agreement, the successful Bidder shall be required to attend a post-bid interview and contract award meeting with the District.
22. Time for Completion: District may issue a Notice to Proceed within 10 calendar days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within:

By January 12, 2025

- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this TEN (10) calendar day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
 - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a TEN (10) calendar day period.
23. Failure to properly and timely submit the following documents entitles District to reject the bid as non-responsive.
- a. Agreement: Must be executed by successful Bidder.
 - b. Performance Bond (100%): On the form provided
 - c. Payment Bond (100%) (Contractor's Labor & Material Bond): On the form provided
 - d. Insurance Certificates and Endorsements as required
 - e. Workers' Compensation Certification
 - f. Prevailing Wage and Related Labor Requirements Certification
 - g. Drug-Free Workplace Certification.
 - h. Tobacco-Free Environment Certification.
 - i. Hazardous Materials Certification.

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- j. Lead-Based Paint Certification.
 - k. Criminal Background Investigation/Fingerprinting Certification.
 - l. Non-Discriminatory Employment Practices Certification
 - m. Any and all addenda to any of the above documents.
24. Any Bid Appeal by any Bidder regarding any other bid must be submitted in writing to the District, before 4:00 p.m. of the FIFTH (5TH) calendar day following the date of the notification of the intent to award. Bid Appeals shall be submitted via email to mpina@eastsideusd.org and shall meet all the requirements listed below.
- a. Once District staff has evaluated the bid proposals received and has determined the lowest responsive and responsible Bidder for award, a notification of the intent to award will be issued and sent to all bidders.
 - b. Only a Bidder who has submitted a bid, and who could be awarded the Contract if the Bid Appeal is upheld, is eligible to submit a Bid Appeal. Subcontractors are not eligible to submit Bid Appeal. A Bidder may not rely on the Bid Appeal submitted by another Bidder.
 - c. A Bidder may appeal to the District staff determination if the Bidder believes that the recommendation of intent to award is inconsistent with Board policy, the Bid's specifications, or was not in compliance. All Bid Appeal requests must be filed in writing with the Superintendent or designee within FIVE (5) calendar days after the date of the notification of the intent to award.
 - d. The Bidder shall submit a complete statement, including all documents, of any and all bases supporting or justifying the Bid Appeal request. The Bid Appeal must refer to the specific portions of all documents that form the basis for the Bid Appeal. A Bidder's failure to file the Bid Appeal documents prior to the Bid Appeal deadline shall constitute a waiver of the Bidder's right to file a Bid Appeal of the award of the contract.
 - e. The Superintendent or designee shall review the documents submitted with the bidder's claim and render a decision in writing. The Superintendent or designee may convene a meeting with the Bidder to attempt to resolve the Bid Appeal. Bidder shall attend the meeting when requested and may not delay the meeting.
 - f. The Bidder may appeal in person the Superintendent or designee's decision to the Board. The Superintendent or designee will provide twenty-four (24) hour notice via email to the Bidder of the time for Board consideration of the Bid Appeal. The Board's decision shall be final.
 - g. The Bid Appeal must include the name, address, email address, and telephone number of the protesting party or the person representing the protesting party.
 - h. The procedure and time limits set forth in this paragraph are mandatory and are each

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Bidder's sole and exclusive remedy in the event of a Bid Appeal. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid Appeal, including filing a Government Code Claim or instituting legal proceedings.

25. **Evidence of Responsibility** Upon the request of the District, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's construction experience, and their organizational capacity available for the performance of the Contract.

District may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to evaluate the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to the District's satisfaction within the prescribed time; and the District reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the District.

Information regarding the bidder's previous experience on similar school projects, experience on Public Work projects overall, a summary of performance history and references is required to be submitted with the Bid. Please provide the contact / source information on the "References" form included within the Bid Documents.

26. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
27. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.
28. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

END OF SECTION

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