

# ADDENDUM NUMBER TWO

## 13 June 2022

### EDUCATION CENTER EXTERIOR PAINTING PROJECT BID B23-22

Issued By:  
Lompoc Unified School District.  
1301 North A St.  
Lompoc, CA 93436

To all bidders submitting proposal(s) for the captioned project: this Addendum is hereby made part of the Contract Documents to the same extent as though it was originally included therein and takes precedence over the original documents and any previous addenda.

### Acknowledge receipt of the Addendum on Form of Proposal

#### A. PRE-BID QUESTIONS

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**Q1: Can you please provide the completion date for this project? The bid documents do not have any listed completion time.**

A1: The completion date will be 1/1/2023.

**Q2: What paint product needs to be used for painting the metal roofs?**

A2: The roof specs are as follows:

- Power wash
- Spot prep and prime rusted areas with a red oxide primer
- Prime everything with Metal Primer #435
- Paint 2 coats finish with BEHR INTERIOR/EXTERIOR DIRECT-TO-METAL EGGSHELL

**Q3: Can you advise where we should list the amount for the additive alternate item painting of all metal roofs? The Bid Form does not have any additive alternate.**

A3: Please see the revised Bid Form – Attachment A.

**Q4: How many coats do we need to apply to all Doors and Jams? The specs call for "Doors and Jams inside and out clear coat first."**

A4: All doors can be primed with the Kilz Klear or Behr Multi-Surface primer and sealer. Paint 2 coats of Behr Ultra Satin.

**Q5: Can you provide a map which outlines which buildings are included in the base bid and which buildings are included in the additive alternate?**

**A5: See Map - Attachment B. There are 6 "Conex " boxes and 6 sheds.**

END OF ADDENDUM NUMBER TWO

# ATTACHMENT A

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## BID FORM AND PROPOSAL

To: Governing Board of the LompoC Unified School District ("District" or "Owner")

From: \_\_\_\_\_  
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of

**Bid No. B23-22**, for the following project known as:

### EDUCATION CENTER EXTERIOR PAINTING PROJECT

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars      \$ _____
<b>BASE BID</b>
<b><i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s).</i></b>

_____ dollars      \$ _____
<b>ALTERNATE BID</b>

***Bidder acknowledges and agrees that the District shall award the contract, if it awards it at all, to the lowest responsive responsible bidder based on the base bid amount plus alternate and reserves the right to add or delete the alternate.***

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

### **Additional Detail Regarding Calculation of Base Bid**

1. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for Unforeseen Conditions and complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic.

The above allowance shall only be allocated for unforeseen items or COVID-19 or other public health emergency/epidemic/pandemic compliance relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared an Allowance Expenditure Directive incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated. Any unused portion of the allowance will revert back to the District documented by a deductive change order.

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:
  - Bid Bond on the District's form or other security
  - Designated Subcontractors List
  - Site Visit Certification
  - Non-Collusion Declaration

8. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a "**C-33**" license.
10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract
13. [Bidder agrees to comply with all requirements of the Project Labor Agreement].
14. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
15. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
16. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
17. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
18. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies

set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

19. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Name of Bidder: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Taxpayer Identification No. of Bidder: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_ Web Page: \_\_\_\_\_

Contractor's License No(s): No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

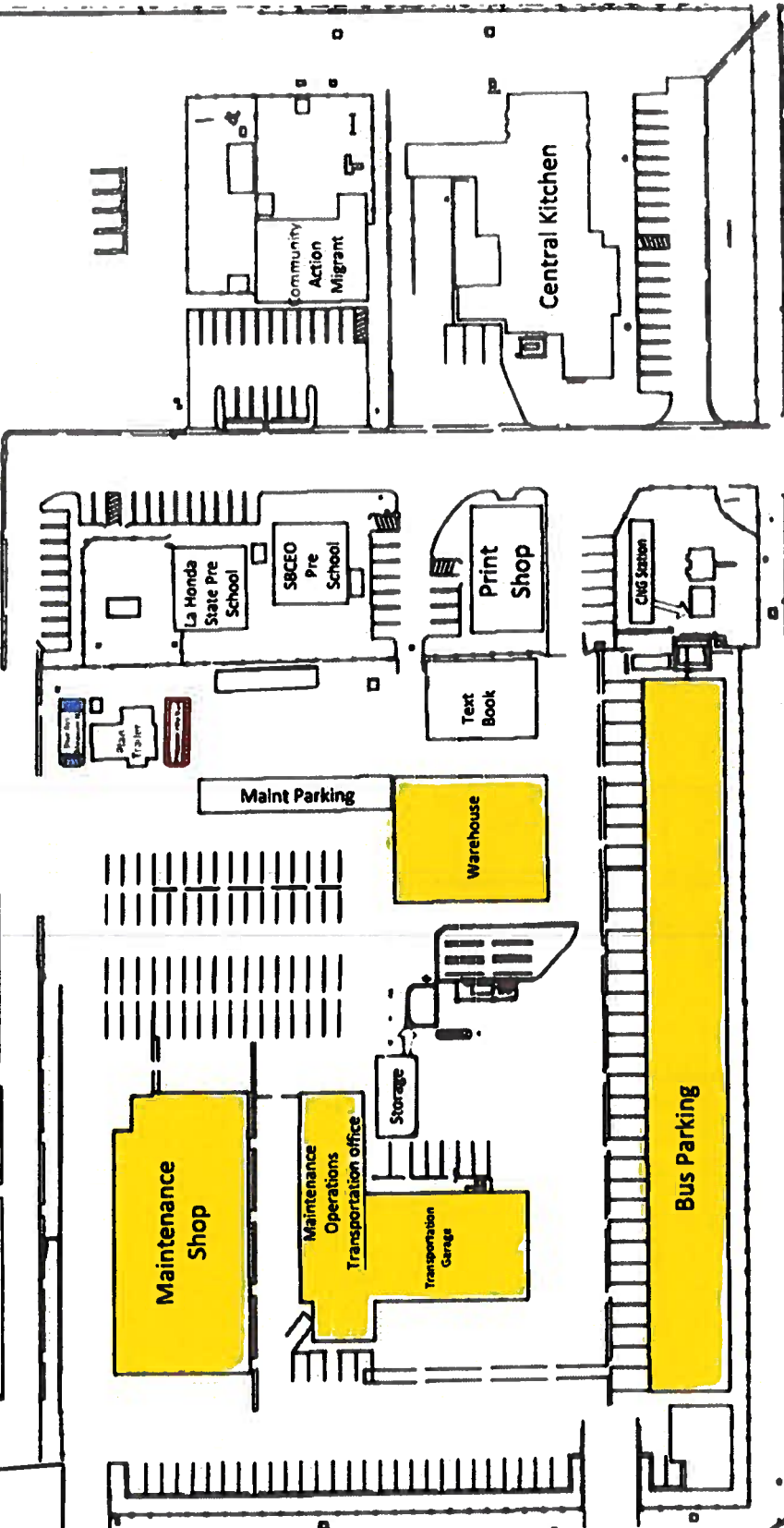
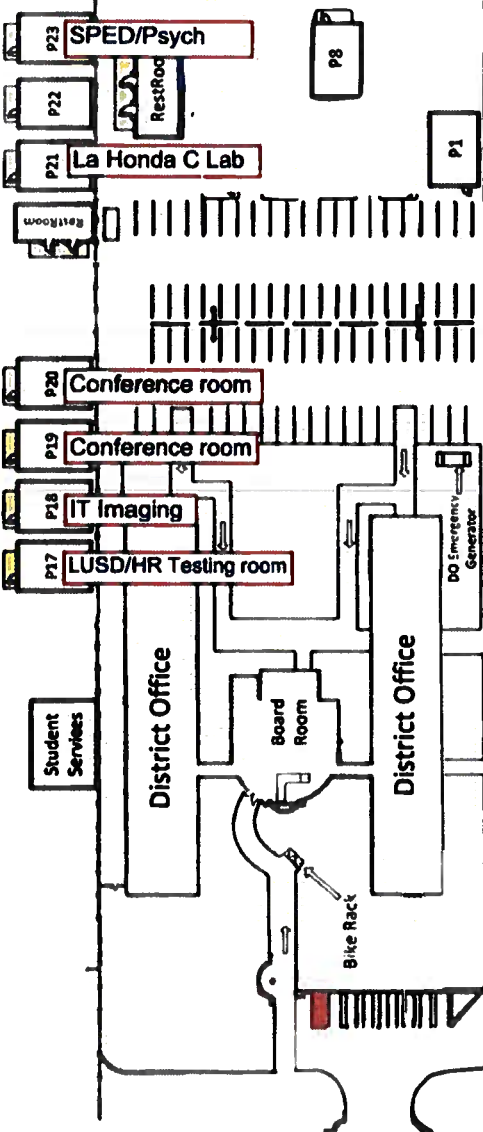
Public Works Contractor Registration No.: \_\_\_\_\_

END OF DOCUMENT

**ATTACHMENT B**

Lompoc Unified  
School District  
1301 N. A Street  
Lompoc, CA 93436

M Valley  
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Central Avenue

A Street

