

**Sunnybrae Elementary School
New Multipurpose Building & Lunch Shelter
1031 S. Delaware Street
San Mateo, CA 94402**

Addendum No. 03

October 07, 2022

Owner:

San Mateo-Foster City School District
1170 Chess Drive
Foster City, CA 94404

Architect:

CSDA Design Group
364 Bush Street, 2nd Floor
San Francisco, CA 94104
Email: elin@csdadesigngroup.com

Owner's Project No.: 22-205
DSA File No.: 41-26
DSA App. No.: 01- 119905
PTN.: 69039-114
CSDA Project No.: 20032.01

To: Prospective Bidders

Notice is hereby given to all prospective bidders that plans and specifications on the subject project are modified as hereinafter set forth. This Addendum shall be attached to and form a part of the plans and specifications. All bidders must acknowledge receipt of this addendum on the Bid Form. In case of difference with previous addenda or communications, this addendum takes precedence.

It is the responsibility of all bidders to notify all subcontractors from whom they request bids and from whom they accept bids of all changes contained in this addendum.

CHANGES TO PREVIOUS ADDENDA

None.

CHANGES TO THE BIDDING AND CONTRACT REQUIREMENTS

AD1. 01 Document 00 41 13 – Bid Form

Revised the following:

Item 4B: Added Audio Visual and Lighting cost allowance.

CHANGES/ ADDITIONS TO THE SPECIFICATIONS

None.

CHANGES/ ADDITIONS TO THE DRAWINGS

None.

BIDDERS QUESTIONS

None.

ATTACHMENTS:

Pages: 8.5" x 11"

00 41 13 Bid Form, 4 pages

Drawing Sheets: 30" x 42"

None.

END OF ADDENDUM 01

DOCUMENT 00 41 13

BID FORM

To: Governing Board of **San Mateo-Foster City School District** ("District")

From: _____
(Proper Name of Bidder)

1. **Total Bid.** The undersigned declares that the Contract Documents including, without limitation, the Invitation to Bid, the Instructions to Bidders, and the Special Conditions have been read, 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 for the following project:

SUNNYBRAE ELEMENTARY SCHOOL NEW MPR BUILDING – PROJECT #22-205

and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Bid Item No. 1 for _____	BASE BID	\$ _____	Dollars
Allowance No. 1: ADD \$200,000 (Two hundred thousand)	+	\$ 200,000	Dollars
Allowance No. 2: ADD \$250,000 (Two hundred fifty thousand)	+	\$ 250,000	Dollars
TOTAL BASE BID	=	\$ _____	Dollars

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2. **Additive/Deductive Alternates:**

N/A

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

3. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

N/A

4. **Allowance(s).** The Bidder's Base Bid shall **NOT** include the following potential Allowance(s). The District will

add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

A. Added costs of disposal of existing soil due to the soil being contaminated

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B. Added costs of Audio Visual & Lighting Systems

5. **Contract Review.** The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, 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 bid, 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.
6. **Requests for Clarification.** 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.
7. **Contract Time.** 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.
8. **Contractual Provisions.** The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
 - The liquidated damages clause of the General Conditions and Agreement.
 - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.
 - The "Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
 - The "COVID-19" provisions in the Contract Documents related to the Contractor's staffing requirements and its compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with COVID-19, and/or any similar virus or derivative strain.
9. **Bid Open for 90 Days.** 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.
10. **Attachments.** The following documents are attached hereto:
 - The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Noncollusion Declaration
 - Iran Contracting Act Certification
11. **Addenda Acknowledgement.** Receipt and acceptance of the following addenda is hereby acknowledged:

No. __, Dated _____	No., Dated _____
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No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____ S
<input type="checkbox"/> Or check here if no addenda were issued.	

12. **Bidder's License.** Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid. 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. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
13. **Labor Harmony.** The undersigned 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.
14. **DIR Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.
15. **Pregualification.** The Bidder confirms that it has been prequalified by the District through Quality Bidders. In addition, the Bidder confirms that, if the Project has electrical, mechanical, or plumbing components that will be performed by first-tier subcontractor with the following license classifications, then those subcontractors have also been prequalified by the District through Quality Bidders: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46.
16. **SWPPP QSP.** Bidder specifically acknowledges and understands that if it is awarded the Contract, it shall perform the Work of the Project related to being the District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP") and that the Bidder is certified to be the District's QSP, as required by the current California State Water Board's Construction General Permit.
17. **General Acknowledgement.** The 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. 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.
18. **False Claims Act.** 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, Cal. 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.

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 ____

Signature _____

San Mateo-Foster City School District
SUBMIT AS PART OF BID

BID FORM
DOCUMENT 00 41 13- 3

Signed by (Print Name) _____

Title of Person Signing _____

Name of Bidder _____

Type of Organization _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Bidder's DIR Registration No.: No.: _____

Contractor's License No(s): No.: __ Class: __ Expiration Date: ____

No.: __ Class: __ Expiration Date: ____

No.: __ Class: __ Expiration Date: ____

If Bidder is a corporation, provide the following:

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

END OF DOCUMENT