

INSTRUCTIONS TO BIDDERS

SECURING DOCUMENTS:

Drawings and specifications are available on the District's Purchasing Website, www.burbankusd.org/purchasing, under the heading *Contract Info and Bids* or from

<https://www.e-arc.com/location/costa-mesa/>

Scroll down to "Planrooms" and click on "Order from Planwell". Search for Bid 2425-003

BID 2425-003: Aquatic Center Modernization and New Storage Building at Burbank High School (DSA 03-122682 & DSA 03-123187)

BID FORMAT:

To receive consideration, bids shall be made in accordance with the following instructions:

1. Bids shall be made on the Bid Form included with the Bid Documents as listed above. Bids not made on the proper form shall be disregarded. Numbers must be stated in words and figures, and the signatures of all individuals must be in longhand.
2. Bids and Schedule of Values for each project must be calculated separately and entered as such on the Bid Form. Lowest bid will be based on the combined total of both projects.
3. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications.
4. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to Burbank Unified School District on an RFI form (available with the Bid Documents) who will send written instructions clarifying such questions to all bidders. Oral responses will not be binding on the Owner or Architect or any Construction Manager.
5. Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. 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 officer signing on behalf of a corporation shall be furnished.
6. 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, every bidder shall set forth in its bid:
 - A. The name and location of the place of business 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

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- improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the bidder's total bid.
- 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 of one percent (0.5%) 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 of one percent (0.5%) of the total bid as to which the original bid did not designate a subcontractor.
7. 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.
8. All bids must be accompanied by a completed Designation of Subcontractors Form (one for each DSA Project), and a common Workers' Compensation Certification, Non-Collusion Declaration, Fingerprinting Notice and Acknowledgment, and a Sufficient Funds Declaration.
9. Bids must also be accompanied by a certified check, cashier's check, or bidder's bond for an amount not less than ten percent (10%) of the amount of the combined amounts of the two base bids, made payable to the order of 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.
10. 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 received at the location designated 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.
- 11. THIS CONTRACT IS NOT SUBJECT TO THE DVBE REQUIREMENTS OF EDUCATION CODE SECTION 17076.11.**

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WITHDRAWAL OF BIDS:

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids. 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.

OPENING OF BIDS:

Opening of bids shall be as soon after the hour set as will be possible; opening and announcement of low bidder to be as set forth in the Notice to Bidders. All bidders will be permitted to attend.

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 Informational, Bid and Contract Documents. Bidders shall visit the site of the proposed Work, examine the building 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 or omissions to the Architect or 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 Owner and approved by the Division of State Architect if applicable.

PREQUALIFICATION:

All bidders shall submit promptly to the Owner or its designee, via the Prequalification Form, 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 and/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

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result in rejection of the bid. A hearing with Owner's governing body regarding responsibility is only required upon request of the lowest responsive bidder after an initial determination by the Owner of said bidder's non-responsibility. No such hearing is required upon an initial determination by the Owner that the lowest responsive bidder is responsible. Contractors will be notified of their (and their subcontractors') prequalification status within 7 calendar days of the submission of the Prequalification Form(s).

AWARD OF CONTRACT:

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 on the Project 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.

The Contract will NOT be split into multiple prime contracts and shall be awarded to the lowest responsible and responsive bidder for the combination of the Projects as interpreted by the Owner under California law and the Contract, including the Notice to Bidders and these Instructions, and a Notice of Award of Contract shall be mailed, faxed or delivered to the successful bidder. 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.

EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

The Agreement between Owner and Contractor shall be signed by the successful bidder in as many originals as the Owner deems necessary and returned, together with the required Contract bonds, insurance certificates, additional insured endorsement, declarations page and Independent Contractor Student Contact Form, within ten (10) days after delivering of the Notice of Award of Contract. If the ten (10) day period would expire after the date for commencement of the Work, Contractor must submit the documents before the date of commencement of the Work. If the successful bidder does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful bidder and award the Contract to the next lowest bidder, or may otherwise proceed as allowed by law.

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 successful bidder on the Project at the time of entering into the Contract and filed with the Owner before the successful bidder commences any work on the Project. 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.

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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.

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.

SUBSTITUTION OF MATERIALS:

The Contractor must ensure that the proposed substitutions by the Contractor or its subcontractors are submitted to the Architect's office a minimum of fourteen (14) calendar days prior to the Bid Opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. Substitution requests will NOT be accepted from Contractors who have not been Prequalified. An addendum will be issued seven (7) calendar days prior to Bid Opening, including all equipment and materials deemed equivalent to those specified and approved by the Architect. Submittals shall include comparative spec-data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents. Submittals without this information will be automatically rejected.

PAYMENTS:

Payments to the Contractor on account of the Contract shall be made in accordance with the terms of the Contract Documents. All Applications for Payment must be presented on Form G702/703 and submitted to the Architect and Inspector for approval. Copies of this form are available from the Owner.

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 Project 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.

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TIME OF COMPLETION AND LIQUIDATED DAMAGES:

Time is of the essence in this Contract, and the time of completion for this Project shall be Two Hundred Ninety-Nine (299) Calendar Days from the date established in the Owner's Notice to Proceed.

Liquidated damages will accrue and may be assessed as provided in the Contract Documents. Should said Work not be completed within the time limit as may be extended as herein provided, damages will be sustained by the Owner. It is understood and agreed that it is and will be impracticable or extremely difficult to determine the actual amount of damages which the Owner will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay the Owner the sum of **Five Hundred Dollars (\$500.00) per calendar day** for each and every day's delay beyond the time specified as and for liquidated damages, during or as a result of each calendar day by which completion of the Project is delayed beyond the completion date; in case the Contractor fails to make such payment, the Owner may deduct the amount thereof from any money due or that may become due the Contractor under the Contract. Should such money not be sufficient, the Owner shall have the right to recover the balance from the Contractor or its sureties.