

Addendum #3
SCUSD Bid #1095
Floor Replacement Project Hughes and Montague Elementary Schools
3/9/2021

CHANGES AND/OR CLARIFICATIONS OF THE BID SPECIFICATIONS AS FOLLOWS:

ITEM NO. 3.1 RFI

Question: How will District handle packing/moving of the bookcases in each classroom?

Answer: Teachers will take home personal items and box items on moveable bookcases. Contractor is responsible for moving all furniture that is not attached to the building.

ITEM NO. 3.2 RFI

Question: Who will be responsible for the toilets and partitions, if any, in the restrooms?

Answer: The District will be responsible for removing and reinstalling all toilets and partitions in restrooms.

ITEM NO. 3.3 RFI

Question: Are bookcases in the libraries permanently mounted or do they move and who will pack the books?

Answer: District will pack the books if needed. Contractor responsible for moving bookshelves not attached to the floor.

ITEM NO. 3.4 RFI

Question: There is no contingency for subfloor repairs or damage discovered in the portables. Those wood substrates can hide a lot of issues and may require extensive repair before the flooring can be installed.

Answer: Contractor to include a contingency of \$15,000. for wood substrate repairs. This \$15,000. contingency is to be included in the total bid proposal price.

ITEM NO. 3.5 Revision to Section 00 41 00 Bid Proposal

1.1 Bid Proposal text has been updated to include contingency in total bid proposal price. **1.1.1 Contingency** has been added to Bid Proposal.

BID PROPOSAL

**Floor Covering Replacement Project
Hughes and Montague Elementary Schools
Bid 1095**

Bidder Company Name	
Bidder Representative	Name and Title
Contact Information	E-Mail Phone
Mailing Address	Address City/State/Zip
Contractor License No. DIR Registration No.	

3.5

1. Bid Proposal:

1.1. Bid Price. The undersigned Bidder proposes and agrees to perform the Work of the above-described Bid Package including, without limitation, providing and furnishing all labor, materials, tools, equipment and services necessary to complete the Bid Package Work and perform all obligations of the Contractor under the Contract Documents, including contingency, for the sum of

_____ Dollars

(\$ _____).

1.1.1. Contingency \$ _____

1.2. Breakout Prices for Accounting Purposes (see paragraph 4 below):

1.2.1. Hughes Elementary School \$ _____

1.2.2. Montague Elementary School \$ _____

2. Acknowledgment of Bid Addenda. The Bidder confirms that: (i) this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda, if any, issued by or on behalf of the District; and (ii) the Bid Price incorporate pricing effects of Bid Addenda, if any.

(initial) _____ Addenda Numbers _____

received, acknowledged and incorporated into this Bid Proposal.

- 3. Documents Accompanying Bid Proposal.** The Bidder has submitted with this Bid Proposal the following: (i) Bid Security; (ii) Statement of Bidder's Qualifications; (iii) Subcontractors List; and (iv) Non-Collusion Affidavit. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions to Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.
- 4. Award of Contract.** If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Agreement within the time designated in the Call for Bids. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (i) Certificates of Insurance evidencing all insurance coverages the Bidder is required to obtain under the Contract Documents; (ii) Performance Bond; (iii) Labor and Material Payment Bond; (iv) Certificate of Workers' Compensation Insurance; and (v) Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescinding award of the Contract and/or forfeiture of the Bidder's Bid Security. Contract will be awarded as one project including both sites. Breakout pricing is for accounting purposes only.
- 5. Contractors' License.** The Bidder certifies that: (i) it possesses a valid and in good standing Contractors' License, in the necessary class(es), for performing the Work as set for in the Call for Bids; (ii) that such license will be in full force and effect throughout the duration of the performance of the Work; and (iii) that all Subcontractors providing or performing any portion of the Work are properly licensed to perform their respective portions of the Work at the time of submitting this Bid Proposal and will remain so properly licensed at all times during the Work. Required California contractor licenses for the project are: B- General Building or C15- Flooring or Floor Covering. Resilient sheet flooring installer shall be certified as an Armstrong Commercial Flooring Certified installer and will need to provide a copy of the Armstrong Commercial Certification with bid.
- 6. Agreement to Bidding Requirements and Attorney's Fees.** The Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. The Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. This provision is a binding attorneys' fee agreement in accordance with and pursuant to Civil Code §1717 and enforceable against the Bidder and the District. This attorneys' fee provision is solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to or apply to the Contract.
- 7. Acknowledgment and Confirmation.** The Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

Wage Theft. The Bidder certifies that the bidding company is not subject to a final non-appealable wage theft adjudication defined as: (i) a final judgement against an employer arising from the employer's nonpayment of wages for work performed which remains unsatisfied for a period of 20 days after the time to appeal therefrom has expired and no appeal therefrom is pending; (ii) a final arbitration award where the time to file a petition for a trial *de novo* or a petition to vacate or correct the arbitration award has expired and no petition is pending. The Bidder further acknowledges that notwithstanding any prior prequalification approval, a Bidder who is subject to a final non-appealable wage theft adjudication so defined does not meet the District's minimum qualification as a Bidder, is not qualified to Bid and cannot submit a responsive Bid.

By: _____
(Signature of Bidder's Authorized Officer or Representative)

(Typed or Printed Name)

Title: _____