



ADDENDUM

BESSIE OWENS JR HIGH SCHOOL MODERNIZATION – PHASE III – MODULAR BUILDING ‘L’ & RELATED SITE IMPROVEMENTS

ADDENDUM NO.	Ph3 - Two (2)	DATE:	September 28, 2023
CLIENT / PROJECT:	Bakersfield City School District Bessie Owens Jr. High Modernization – Phase III Modular Building ‘L’ & Related Site Improvements	BID OPENING LOCATION:	Bakersfield City School District 1501 Feliz Drive, Bakersfield, CA 93307
PROJECT NO.	118934 / 19123.03-46	BID DATE:	October 26, 2023
ARCHITECT:	Arcadis - IBI Group 4119 Broad Street Suite 210 San Luis Obispo, CA 93402	BID TIME:	2:00 pm
D.S.A. APPLICATION NO.	03-120102		
D.S.A. FILE NO.	15-6		

NOTICE TO ALL CONTRACTORS SUBMITTING BIDS FOR THIS WORK AND TO ALL PLAN HOLDERS:

You are hereby notified of the following CHANGES, clarifications or modifications to the original Contract Documents, Project Manual, Drawings, Specifications and subsequent Addenda. This Addendum shall supersede the original Contract Documents and previous Addenda wherein it contradicts the same and shall take precedence over anything to the contrary therein. All other conditions remain UNCHANGED.

I. CHANGES AND/OR CLARIFICATIONS TO PREVIOUS ADDENDUM:

ITEM (01) REFER TO PREVIOUS ADDENDUM 01:

A. **Refer** to Project Manual; “01-Notice To Contractors Calling for Bids”:

1. **Replace** entire document, per attached “01-Notice To Contractors Calling for Bids”. (3 Pages)

a. As Point of Clarification:

- i. Bid Deadline revised to be, October 26, 2023.
- ii. Non-Mandatory Job Walk revised to be, October 03, 2023.
- iii. BP 02- Asphalt & Striping. License has been revised from C-12 to A or C-12.



ADDENDUM

II. CHANGES AND/OR CLARIFICATIONS TO THE PROJECT MANUAL AND CONTRACT DOCUMENTS:

ITEM (02) REFER TO PROJECT MANUAL:

- A. **Add** attached “**03-Bid Form**”, in its entirety. (5 Pages)

III. CHANGES AND/OR CLARIFICATIONS TO THE DRAWINGS:

ITEM (03) REFER TO ATTACHED SKETCH “ADD01 SK-A1.0”:


- A. **Revise** carpeting layout per attached sketch.

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATIONS

All addenda work shall be in strict conformance with the Contract Documents, Project Manual, Drawings and Specifications as they pertain to work of a similar nature.

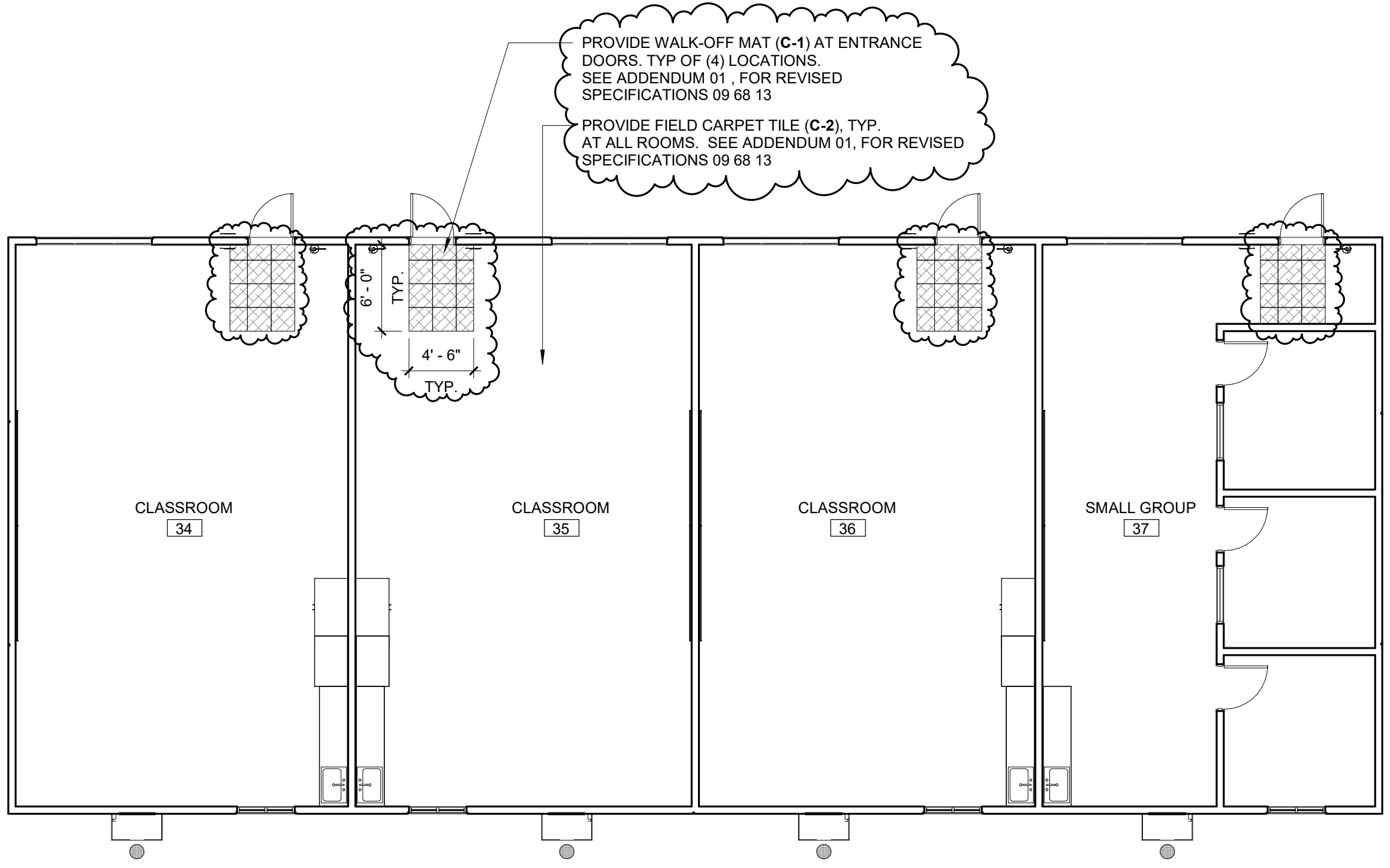
IBI GROUP, a CALIFORNIA PARTNERSHIP

BY:



RICHARD MELLO, AIA #C-18079





1 BUILDING 'L' - CLASSROOMS 34-37
 1/8" = 1'-0"

BUILDING 'L' - CLASSROOM 34-37 - CARPETING BESSIE OWENS JR HIGH MODERNIZATION BAKERSFIELD CITY SCHOOL DISTRICT		DATE	05/24/2023	ADD02 SK-A1.0
		BAKERSFIELD CA	REFERENCE SHEET NO. 1/A1104	
PROJECT NO. 118934 / 19123.02-46	DSA FILE NO. 15-6 DSA APP. NO. 03-120102			

IBI
ARCHITECTURE PLANNING

San Luis Obispo
 4119 Broad Street, Suite 210
 San Luis Obispo, California 93401
 805.546.0433 Fax: 805.546.0504

01-NOTICE TO CONTRACTORS CALLING FOR BIDS

1. OWNER: BAKERSFIELD CITY SCHOOL DISTRICT
2. PROJECT IDENTIFICATION NAME: BESSIE OWENS JR. HIGH MODERNIZATION – PHASE III MODULAR BUILDING L and Related Site Improvements (#19123.03-46)
3. PROJECT LOCATION: 815 Eureka Street, Bakersfield, CA 93305
4. PROJECT DESCRIPTION: Modular P.E. Classroom Building L, Utilities and Site Improvements.

This project is anticipated to start on approximately January 2, 2024 and is anticipated to have a duration of two hundred seven (207) calendar days for completion. Complete on or before July 26, 2024.

5. BID DEADLINE: Bids are due on October 26, 2023 at 2:00 P.M. or at any other date or time as set by Addendum.
6. PLACE OF BID RECEIPT: Bakersfield City School District, Maintenance and Operations Building, 1501 Feliz Drive, Bakersfield, CA 93307.
7. METHOD OF BID RECEIPT: Personal delivery, courier, or mailed via United States Postal Service to above address.
8. PLACE PLANS ARE ON FILE: Blueprint Service Co. or on District's website at <http://mot.bcsd.com/Construction%20Consultants/Owens%20Jr.%20High%20Ph.%20III%20-%20Modular%20BLDG%20L/>
9. SEALED BID MARKING: BESSIE OWENS JR. HIGH MODERNIZATION – PHASE III (Project No. 19123.02-46 and Bid Package Number)
10. The contract will be awarded to the lowest responsive and responsible bidder without consideration of the prices on any future additive or deductive items.
11. NON-MANDATORY JOB WALK:
Date: October 03, 2023 Time: 10:00 am.
Location: 815 Eureka Street, Bakersfield, CA 93307 (Beale Ave. & Chico St. - South / East corner of campus.)
12. Plans and Specification available for purchase at Blueprint Services. 1100 18th Street, Bakersfield, CA 93301.
13. This is a prevailing wage project. OWNER has ascertained the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute this contract. These rates are on file at OWNER's office, and a copy may be obtained upon request, or at www.dir.ca.gov. Contractor shall post a copy of these rates at the job site. ALL PROJECTS OVER \$1,000 ARE SUBJECT TO PREVAILING WAGE MONITORING AND ENFORCEMENT BY THE LABOR COMMISSIONER.

It shall be mandatory upon the contractor to whom the contract is awarded (CONTRACTOR), and upon any SUBCONTRACTOR, to pay not less than the specified rates to all workers employed by them in the execution of the contract.

14. A Payment Bond for contracts over \$25,000 and a Performance Bond for all contracts will be required prior to commencement of work. These bonds shall be in the amounts and form called for in the Contract Documents.

15. Pursuant to the provisions of Public Contract Code Section 22300, CONTRACTOR may substitute certain securities for any funds withheld by OWNER to ensure CONTRACTOR's performance under the contract. At the request and expense of CONTRACTOR, securities equivalent to any amount withheld shall be deposited, at the discretion of OWNER, with either OWNER or a state or federally chartered bank as the escrow agent, who shall then pay any funds otherwise subject to retention to CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to CONTRACTOR.

Securities eligible for investment shall include those listed in Government Code Section 16430, bank and savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by CONTRACTOR and OWNER. CONTRACTOR shall be the beneficial owner of any securities substituted for funds withheld and shall receive any interest on them. The escrow agreement shall be in the form indicated in the Contract Documents.

16. To bid on or perform the work stated in this Notice, CONTRACTOR must possess a valid and active contractor's license of the following classification(s)

<u>Bid Package #</u>	<u>Scope of Work</u>	<u>License</u>
01	Site Demolition, Grading & Concrete	A or C-08
02	Asphalt & Striping	A or C-12
03	Utilities & Plumbing	C-36
04	General Building & Specialties	B
05	Casework & Countertops	C-06
06	Flooring	C-15
07	Electrical, Fire Alarm & Communications	C-10
08	Modular Building L	B

No CONTRACTOR or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of § 4104 of the Public Contract Code, for a public works project unless currently registered with the Department of Industrial Relations (DIR) and qualified to perform public work pursuant to Labor Code § 1725.5. No CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR. DIR's web registration portal is: www.dir.ca.gov/Public-Works/Contractors.html

17. CONTRACTOR and all subcontractors must furnish electronic certified payroll records (eCPR) to the Labor Commissioner bi-weekly in PDF format. Registration at www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html is required to use the eCPR system.

The following notice is given as required by Labor Code Section 1771.5(b)(1): CONTRACTOR and any subcontractors are required to review and comply with the provisions of the California Labor Code, Part 7, Chapter 1, beginning with Section 1720, as more fully discussed in the Contract Documents. These sections contain specific requirements concerning, for example, determination and payment of prevailing wages, retention, inspection, and auditing payroll records, use of apprentices, payment of overtime compensation, securing workers' compensation insurance, and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid constitutes CONTRACTOR's representation that CONTRACTOR has thoroughly reviewed these requirements.

18. OWNER will retain 5% of the amount of any progress payments.

19. This Project **requires** does not require prequalification pursuant to AB 1565 of all general contractors and all mechanical, electrical and plumbing subcontractors. If required, Prequalification can be completed using the online prequalification system at www.qualitybidders.com. A bid package will not be accepted from any bidder that is required to submit a completed questionnaire and supporting documents pursuant to AB 1565, but has not done so at least ten (10) business days prior to the date fixed for the public opening of sealed bids or that has not been prequalified for at least five (5) business days prior to that date.

20. In accordance with Education Code Section 17076.11, OWNER has a participation goal for disabled veteran business enterprises of at least three percent per year of the overall dollar amount of funds allocated to OWNER by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the school district.

Prior to, and as a condition precedent for final payment under any contract for such project, CONTRACTOR shall provide appropriate documentation to OWNER identifying the amount paid to disabled veteran business enterprises in conjunction with the Contract Documents, so that OWNER can assess its success at meeting this goal.

03-BID FORM

Name of Bidder: _____

Bid Package:

**Project: BESSIE OWENS JR. HIGH SCHOOL MODERNIZATION – PHASE III
Modular Building L and Related Site Improvements**

Project #: 19123.03-46

To: BAKERSFIELD CITY SCHOOL DISTRICT, referred to as "OWNER."

A. In compliance with your Notice to Contractors Calling for Bids and related documents, the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above-referenced project, including sheeting, shoring, and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, within the time limits set for completion of all work, all in strict conformity with the drawings and specifications and other contract documents, including Addenda Nos. _____ on file at the office

[list all]

of OWNER for the Base Bid sum of: _____

_____ dollars.

[written in words]

\$ _____

[written in numbers]

B. If any of the following alternate bids are utilized and awarded, the undersigned agrees to make price adjustments, as indicated, to the Base Bid.

NO ALTERNATE BIDS:

**REFER TO ANY ATTACHMENTS TO THIS BID FORM
FOR ADDITIONAL ALTERNATES**

C. The Bidder agrees that upon written notice of acceptance of this bid, he will execute the contract and provide all bonds and other required documents within ten (10) working days after contract award.

D. Attached is bid security not less than 10 percent of the bid, in the amount of \$ _____, in the form of (cash) (bid bond) (certified check) (cashier's check).
[check one]

E. The Bidder acknowledges that OWNER reserves the right to accept or reject any and/or all Base Bids and alternate bids. This entire bid shall remain open and active for sixty (60) days after bid opening, and any alternate bids not initially awarded shall remain active, as an irrevocable offer by the Bidder to enter into either a change order or separate contract, for up to six months after award of the contract.

F. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time after that before this bid is withdrawn, the Bidder will execute and deliver to OWNER the Agreement and will also furnish and deliver to OWNER the Performance Bond and a separate Payment Bond as specified, certificates of insurance, and other required documents.

G. It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Construction Agreement, bonds, insurance certificates, and other required documents to OWNER within the time specified, the bid security shall be forfeited to OWNER.

H. In submitting this bid, the Bidder offers and agrees that if the bid is accepted it will assign to OWNER all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 and following sections) arising from purchases of goods, materials, or services by the Bidder for sale to OWNER pursuant to the bid. Such assignment shall be made and become effective at the time OWNER tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4552.)

I. The Bidder hereby certifies that it is, and at all times during the performance of work under the Contract Documents shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless, and defend OWNER against any and all actions, proceedings, penalties, or claims arising out of the Bidder's failure to comply strictly with the IRCA.

Date: _____ Telephone: _____

Names of Other Partners: _____

CORPORATION

Corporation Name: _____, a _____ Corporation.
(State of Incorporation)

Business Address: _____

Date: _____ Telephone: _____

*By: _____ [Required] [Seal]
(President/Chief Executive Officer/Vice President) [Circle One]

Print Name: _____

*By: _____ [Required]
(Secretary/Treasurer/Chief Financial Officer/Assistant Treasurer) [Circle One]

Print Name: _____

JOINT VENTURE

Joint Venturer Name: _____

*Signed by: _____ (Joint Venturer)

Print Name: _____

Business Address: _____

Date: _____ Telephone: _____

Other Parties to Joint Venture: _____

If an individual joint venturer: _____

*By: _____ (Signature)
Print Name: _____

If a DBA joint venturer: _____

*By: _____ (Signature)
Print Name: _____

If a partnership joint venturer:
*By: _____ (Signature)
Print Name: _____

If a Corporation joint venturer: _____

[Seal]

_____,
(Name)
a _____ Corporation.
(State of Incorporation)

*By: _____

Print Name: _____

Title: _____

***Important Notice:** Labor Code § 1771.1(a) provides that “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.” Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.