

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document and shall submit all documents, forms, and information required for consideration of a bid.

Davis Joint Unified School District ("District") will evaluate the information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of the District.

1. Bids are requested for a general construction contract, or work described in general, for the following project, **#430-01-2223** ("Project"):

Harper North Field Project

2. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.
3. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.
 - a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.
4. Sealed bids are due prior to **October 4, 2022 @ 2:00pm** in the office of the Capital Operations Department, 1919 Fifth Street Davis, California 95616, at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be non-responsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.
5. Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.
6. Bids will be opened at or after the time indicated for receipt of bids.
7. Bidders must submit bids on the documents titled Bid Form and Proposal and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
8. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
9. Bids shall be clearly written and without erasure or deletions. The District reserves the right to reject any bid containing erasures, deletions, or illegible contents.

10. Bidders must supply all information required by each Bid Document. Bids must be full and complete. The District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Bond on the District's form or other security.
 - b. Designated Subcontractors List.
 - c. Non-Collusion Declaration
 - d. Contractor's Certificate Regarding Workers Compensation
11. Bidders must submit with their bids cash, a cashier's check, or a certified check payable to the District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of the amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by the District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.
12. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents within **SEVEN (7)** calendar days after the date of the Notice of Award, the District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
13. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total bid. Failure to submit this list when required by law shall result in the bid being deemed nonresponsive, and the bid will not be considered.
14. All the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
 - a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

- b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
 - (1) The subcontractor is registered prior to the bid opening.
 - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 15. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders certify their attendance for the full duration of the Pre-bid conference as indicated in the proposal form when submitting their bid. The District will transmit to all prospective Bidders of record such Addenda as District, in its discretion, considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
- 16. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.
- 17. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the Director of the Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.
- 18. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition of bidding, and submission of a bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
 - a. Bidder has attended the mandatory pre-bid meeting and has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state, and local laws, and regulations that in any manner may affect the cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

- b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder.
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or the performance thereof or any portion of the profits thereof.
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that is performed prior to bidding. The Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include the entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care and has been recorded in good faith. However, District only warrants, and Bidder may only rely on the accuracy of limited types of information.
 - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation, and the Bidder is required to make such verification as a condition for bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.

- (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, the actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. The District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data and the document entitled Existing Conditions for identification of:
 - (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that has been utilized by the Architect in preparing the Contract Documents; and
 - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by the Architect in preparing the Contract Documents.
 - (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
19. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by the name of the manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
 - a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The notice must be accompanied by all data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project. Insufficient information shall be

grounds for the rejection of substitution The Successful Bidder will not be allowed to substitute specified items unless properly noticed.

- b. Approved substitutions, if any, shall be listed in Addenda. The District reserves the right not to act upon submittals of substitutions until after bid opening.
 - c. Substitutions may be requested after the Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
- 20. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. The District will not be responsible for the accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
 - 21. All questions about the meaning or intent of the Contract Documents are to be directed via email to the Construction Manager. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and will be uploaded in the District's Website at https://www.djUSD.net/departments/capital_operations/capital_improvement. Questions received less than **FIVE (5)** calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - 22. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
 - 23. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number, or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
 - 24. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, option d, be selected for the Work.
 - 25. The District shall award the Contract, if it awards it at all, to the lowest responsive, responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lottery.
 - 26. Where indicated, all amounts shall be expressed in words and in figures. In case of discrepancy, the words shall govern. In the case of a discrepancy between the Total Base Bid Amount stated on the Proposal Form and the actual total, the lump sum amount, before allowances, stated on the Proposal Form and the actual mathematical total will govern.
 - 27. Bidders in contention for contract awards may be required to attend a Post-Bid interview, which will be set within three (3) calendar days following the bid opening. A duly authorized representative of the apparent low bidder is required to attend the

Post Bid Interview in person. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising the performance of the Work, and (3) the authority to bind the apparent low bidder. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.

28. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District before 5:00 p.m. of the **THIRD (3rd)** business day following the bid opening.
- a. Only a Bidder who has actually submitted a bid and who could be awarded the Contract if the bid protest is upheld is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - (2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
 - (i) The subcontractor is registered prior to the bid opening.
 - (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - d. The protest must include the name, address, and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
29. The Bidder to whom the Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.
- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
 - b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - c. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Insurance Certificates and Endorsements as required.
 - e. Workers' Compensation Certification.
 - f. Prevailing Wage and Related Labor Requirements Certification.
 - g. Drug-Free Workplace Certification.
 - h. Tobacco-Free Environment Certification.
 - i. Criminal Background Investigation/Fingerprinting Certification.
 - j. Registered Subcontractors List: Must include the Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
30. Time for Completion: District may issue a Notice to Proceed within **SIXTY (60)** days from the date of the Notice of Award. Once the Contractor has received the Notice to Proceed, the Contractor shall complete the Work within the period of time indicated in the Contract Documents.
- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 60-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
 - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 60-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. The Contractor's termination due to a postponement beyond this 60-day period shall be by written notice to District within **TEN**

(10) calendar days after receipt by the Contractor of the District's notice of postponement.

- c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
 - d. Should, the Contractor, terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsive, responsible bidder.
31. The District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
32. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition, or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735.
33. Prior to the award of the Contract, District reserves the right to consider the responsibility of the Bidder. The District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

END OF DOCUMENT