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Campbell, CA 95008  
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**ADD 02**

## Addendum No. 02

**PROJECT:** **Morrill Middle School Fire Alarm Upgrade**  
1970 Morrill Ave,  
San Jose, CA 95132  
Berryessa Union School District

**Date:** 04/06/2022

**SFA PROJECT NO:**

21068

1. This Addendum shall supersede all previously issued Contract Documents wherein it modifies same. All other conditions of the Contract remain unchanged. The following changes, additions, or deletions as set forth herein shall apply to the Contract Documents and shall be made a part thereof and shall be subject to all the requirements thereof as though originally shown and/or specified.
2. Bidders shall acknowledge receipt of this Addendum on Bid Form.
3. SPECIFICATION REVISIONS

**Item 2.1 00 00 00 Title Page**

Revise Bids Due Date to state: "Bids Due Date: 04/12/2022 before 01:00PM"

**Item 2.2 00 11 16 Notice to Bidders**

Revise Due Date to state: "DUE DATE MORRILL MIDDLE SCHOOL: APRIL 12, 2022 BEFORE 01:00PM". Revise Contact to state: "Contact: Strawn Construction, Inc., Carlos Chavez - cchavez@scmdinc.com – (408) 373-4894". Revise award section to state: "The District shall award the Contract, if it awards it at all, to the lowest responsive and responsible bidder based on: Base Bid + Alternate 1. The District reserves the right to award Base Bid amount only."

**Item 2.3 01 10 12 Bid Division Descriptions**

Under "Also included but not limited to:" add "At areas that contain Asbestos or Asbestos-Containing Materials, the contractor will identify the locations of their penetrations and coordinate with the Construction Manager, the District, and the District's Abatement Consultant for Abatement of Asbestos or Asbestos-Containing Materials." Under "Excluded" add "Abatement of Asbestos or Asbestos-Containing Materials."

**Item 2.4 00 21 13 Instructions to Bidders**

Revise 2nd paragraph under 'AWARD OF CONTRACT' to state: "The Contract(s) shall be awarded to the lowest responsible and responsive bidder based on Base Bid + Alternate 1 as interpreted by the Owner under California law and as specified herein and shall be entered into by the successful bidder within ten (10) days after mailing, faxing or delivery of the Notice of Award of Contract. Owner reserves the right to award Base Bid amount only. 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."

**Item 2.5 00 01 26 Bid Form**

Under Unit Prices, revise Item 1 Description to state: "Trenching, Backfill, Compaction & Concrete Patch-Back – Provide unit cost for trenching, backfill, compaction and concrete patch-back as shown on the plans and specifications. For reference, the trenching detail is 1/E1.1 and the trenching locations with conduit amounts are shown on drawing E2.1. Specification Section 31 23 00 Trenching, Backfilling, and Compacting provides additional trenching information. The concrete paving detail is 1/A0.3 and Specification Section 32 13 13 Site Concrete provides additional concrete patching information." Under Unit Prices, revise Item 1 Qty to "100".

Under Unit Prices, delete Item 2.

## 4. DRAWING REVISIONS

**None**

## 5. CLARIFICATIONS

**C1:** For the Bid Alternate, the plans show CO Wall Mounted Weatherproof Horns on the exterior at the same locations of the Fire Alarm Wall Mounted Weatherproof Speakers. Are these separate devices? If they are, what is the spacing requirement?

**A1:** Yes, these are separate devices and a minimum of 6" apart.

**C2:** For the Bid Alternate, the plans show CO Multi-Candela Strobes and Horn/Strobes in the interior at the same locations as the Fire Alarm Multi-Candela Strobes and Speaker/Strobes. Are these separate devices? If they are, what is the spacing requirement?

**A2:** Yes, these are separate devices and a minimum of 6" apart.

**C3:** For the Bid Alternate, there is a note in the plans that states “min. (1) smoke detector in each classroom to be replaced with multi-criteria smoke and carbon monoxide detector”. Are the smoke/carbon monoxide detectors to be installed at the location shown for the smoke detector?

**A3:** Only where Bid Alternate is accepted. The one smoke detector per classroom is to be replaced with a CO/Smoke combination type. In that case, Yes in the same location.

**C4:** Are there classrooms that need more than 1 smoke/carbon monoxide detector? If so, which rooms require more than 1? Where in the rooms are the smoke/carbon monoxide detectors to be installed?

**A4:** No. Only one smoke per classroom would be replaced with a CO / Smoke combo detector for “Each” enclosed classroom space.

**C5:** Do any non-classrooms require smoke/carbon monoxide detectors?

**A5:** No.

## 6. ATTACHMENTS

Specifications:

00 00 00 Title Page

00 11 16 Notice to Bidders

00 21 13 Instructions to Bidders

00 41 26 Bid Form

01 10 12 Bid Division Descriptions

Drawings:

None

Clarifications:

None

END OF ADDENDUM 2

DOCUMENT 00 00 00

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**PROJECT MANUAL**

**Bid #B-07-2021-22  
FIRE ALARM REPLACEMENT AT MORRILL MIDDLE  
SCHOOLS**

**BERRYESSA UNION SCHOOL DISTRICT**

**Measure U Bond Program**  
Berryessa Union School District  
1376 Piedmont Road  
San Jose, CA 95132

**Job Walk Date: 03/24/2022 at 03:00PM**

**Bids Due Date: 04/12/2022 before 01:00PM**

**DOCUMENT 00 11 16**

**NOTICE TO BIDDERS**

**BID ANNOUNCEMENT  
BERRYESSA UNION SCHOOL DISTRICT**

Pursuant to Public Contract Code 20111 and 20112, notice is hereby given that sealed bids will be accepted by the Berryessa Union School District in the Purchasing Department, 1376 Piedmont Road, San Jose, California 95132, BEFORE the time and date indicated:

**Bid #B-07-2021-22  
FIRE ALARM REPLACEMENT AT MORRILL MIDDLE SCHOOL  
DUE DATE MORRILL MIDDLE SCHOOL: APRIL 12, 2022 BEFORE 01:00PM**

The Berryessa Union School District is seeking qualified and experienced licensed contractors to submit sealed bids for the project listed above. This is a Measure U Bond Program project.

**Bid #B-07-2021-22** - The work of this project consists of the following but not limited to: Campus wide replacement of the fire alarm system at Morrill Middle School.  
**Engineers Estimate Morrill Middle School: \$550,000.00**

**There will be a Non-Mandatory Pre-Bid Conference and Job Walk for this project.** The Pre-Bid Conference and Job Walk will begin at 03:00PM on **March 24, 2022**. Meet outside in the parking lot at Morrill Middle School, 1970 Morrill Ave., San Jose, CA 95132. **COVID 19 Guidelines will be enforced – face coverings and social distancing is required. No Contractors are allowed to visit the school site without an appointment.**

Last day to submit Pre-Bid questions or RFI's is March 29, 2022.

This project is not subject to a labor agreement or DVBE requirements. Prequalification for Prime Contractors and MEP Subcontractors is not required.

The time of completion for this project shall be:  
Start Date: June 13, 2022 and Completion Date: July 28, 2023.

Plans/Specifications, Reference Documents, and Bid Documents will be available after March 18, 2022 at: from Strawn Construction, Inc.

Bid #B-07-2021-22 - Licensing requirement: Class "C-10" and/or "B".

Contact: Strawn Construction, Inc., Carlos Chavez - [cchavez@scmdinc.com](mailto:cchavez@scmdinc.com) – (408) 373-4894

SB854: No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The District shall award the Contract, if it awards it at all, to the lowest responsive and responsible bidder based on: Base Bid + Alternate 1. The District reserves the right to award Base Bid amount only.

The Board of Trustees reserves the right to waive any irregularities, accept or reject any or all bids, and be the sole judge of merit and suitability of the workmanship and materials.

For the Governing Board,  
Berryessa Union School District  
Bonny S Gregorius  
Purchasing and Contracts Manager  
408-923-1871

END OF DOCUMENT

**DOCUMENT 00 2113**

**INSTRUCTIONS TO BIDDERS**

**SECURING DOCUMENTS:**

Drawings and Specifications are available for review and downloading online on March 18, 2022 at:

<https://www.berryessa.k12.ca.us/OUR-DISTRICT/Departments/Business-Services/Purchasing/Current-Bids/index.html>

Strawn Construction, Inc. contact: Carlos Chavez: cchavez@scmdinc.com (408) 373-4894

Contact the Purchasing Department and/or Strawn Construction, Inc. for any technical questions about bidding or bid documents.

**BID FORMAT:**

Bids should be submitted using the District provided Bid Documents. Please include the following documents with your bid(s):

**FIRE ALARM REPLACEMENT AT MORRILL MIDDLE SCHOOL – BID #B-07-2021-22**

- 00 41 26 Bid Form
- 00 43 13 Bid Bond
- 00 43 36 Designation of Subcontractors
- 00 43 40 Sufficient Funds Declaration
- 00 45 19 Non-Collusion Affidavit
- 00 45 32 Fingerprinting Notice and Acknowledgement

**PREQUALIFICATION:**

Prequalification for Prime Contractors and MEP Subcontractors is not required.

**SB854 REGISTRATION:**

The Owner shall not accept any bid as of March 1, 2015, or enter into any contract as of April 1, 2015, without proof of the bidder's current registration to perform public work under Labor Code section 1725.5.

The bidder shall not accept any subbid as of March 1, 2015, or enter into any subcontract as of April 1, 2015, without proof of the subcontractor's current registration to perform public work under Labor Code section 1725.5.

**BIDS:**

Bids to receive consideration shall be made in accordance with the following instructions:

1. Bids shall be made on a form therefor, obtained from the Architect or Owner. 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. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications.
3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Architect who will send written instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner or Architect or any Construction Manager.
4. 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.
5. 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 and these Instructions to Bidders, every bidder shall set forth in its bid:
  - A. The name and location of the place of business and the California contractor's license number 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 improvement according to detailed



drawings contained in the plans and specifications, in an amount in excess of one-half (½) of one percent (1%) of the bidder's total bid. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

- 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 (½) of one percent (1%) 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 (½) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.
6. 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. Copies of the required rates are on file at the Owner's business office and are available to any interested party on request.
7. All bids must be accompanied by a completed Noncollusion Declaration and Sufficient Funds Declaration (Labor Code § 2810). All bids must be accompanied by an executed Fingerprinting Notice and Acknowledgment.
8. Bids must 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 base bid, made payable to the order of the Owner. If a bidder's bond accompanies the bid, said bond shall be secured by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurer 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 insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to 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.

9. 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 actually received at the location designated in the Contract Documents for receipt of the bid and other documents 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.
10. **THIS CONTRACT IS NOT SUBJECT TO THE DVBE REQUIREMENTS OF EDUCATION CODE SECTION 17076.11.**

#### **WITHDRAWAL OF BIDS:**

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids or any authorized postponement thereof. 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 declaration to be as set forth in the Notice to Bidders. Any and 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 Contract Documents. Bidders shall visit the site of the proposed Work; examine the building, or buildings, if any, 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 and 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 Architect and approved by the Division of State Architect.

**EVIDENCE OF RESPONSIBILITY:**

Upon the request of Owner, a bidder shall submit promptly to the Owner or its designee 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 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 result in rejection of the bid.

**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(s) are 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(s) shall be awarded to the lowest responsible and responsive bidder based on Base Bid + Alternate 1 as interpreted by the Owner under California law and as specified herein and shall be entered into by the successful bidder within ten (10) days after mailing, faxing or delivery of the Notice of Award of Contract. Owner reserves the right to award Base Bid amount only. 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, a Public Contract Code section 3006(a) Roof Project Certification, if required, and Independent Contractor Student Contact Form, within ten (10) days after the mailing, faxing or 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. A Roof Project Certification is not required if (1) the Owner has ADA (average daily attendance) of 2,500 or less, or (2) the Project involves repair of 25% or less of the roof, or costs \$21,000 or less.

## **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.

**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.

## **DRAWINGS, SPECIFICATIONS AND ADDENDA OR BULLETINS:**

Drawings, Project Manuals, Specifications, Addenda and Bulletins will be posted on the District website at [www.berryessa.k12.ca.us](http://www.berryessa.k12.ca.us) click on Business Services > Purchasing >

Current Bids for updates. Staff recommends that all vendors periodically check the District current bid section on the website for updates and addenda during the bidding process.

**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. 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.

**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.

**TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

Time of Completion for the Project shall be as follows:

Start Date: June 13, 2022

Completion Date: July 28, 2023

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 (i.e., the Completion deadline), 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 Completion deadline 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 deadline; 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.

### **BID PROTEST PROCEDURE**

Any bidder may file a bid protest. The protest shall be filed in writing with the Purchasing and Contracts Manager not more than ONE (1) business day after the date of the bid opening. An e-mail address shall be provided and by filing the protest, the protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Assistant Superintendent of Business Services, or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Berryessa Union School District  
Attn: Assistant Superintendent of Business Services  
1376 Piedmont Rd  
San Jose, CA 95132

Appeal Review: The Assistant Superintendent of Business Services or their designee shall review the decision on the bid protest from the Purchasing and Contracts Manager and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Purchasing and Contracts Manager shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further Appeals.

Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Contract for the Project and commence construction pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section due to the urgency of proceeding with work if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

END OF DOCUMENT

**DOCUMENT 00 41 26**

**BID FORM**

Berryessa Union School District  
1376 Piedmont Rd.  
San Jose, CA 95132

Dear Board Members:

The undersigned doing business under the firm name of:

\_\_\_\_\_ hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents:

**Morrill Middle School  
Fire Alarm Replacement  
Bid # B-07-2021-22**

prepared by: Sugimura Finney Architects for the amount of:

<b>1</b>	<p>_____ Dollars</p> <p><b>Amount in Words</b> <b>Base Bid – Morrill Middle School All Buildings</b></p>	<p>\$ _____</p>
<b>2</b>	<p><b>Fifty Thousand Dollars</b></p> <p><b>Allowance for Unforeseen Conditions – Morrill Middle School</b></p>	<p><b>\$50,000.00</b></p>
<b>3</b>	<p>_____ Dollars</p> <p><b>Total Amount in Words</b> <b>Base Bid + Allowance (Add 1+2)</b></p>	<p>\$ _____</p>

11.1.6.1 ALTERNATE

**Alternate 1 – Provide all Carbon Monoxide Detection devices at Morrill Middle School. This includes all necessary labor, material, and programming.**

<b>Alt 1</b>	<p>_____ Dollars</p> <p><b>Amount in Words</b> <b>Alternate 1 – Carbon Monoxide Detection Devices at Morrill</b></p>	<p>\$ _____</p>
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11.1.6.2 UNIT PRICES

Any and all additional work and/or deductions shall be based on the Unit Prices. DO NOT INCLUDE THE UNIT PRICING IN YOUR BASE BID.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
1.	<b>Trenching, Backfill, Compaction &amp; Concrete Patch-Back</b> – Provide unit cost for trenching, backfill, compaction and concrete patch-back as shown on the plans and specifications. For reference, the trenching detail is 1/E1.1 and the trenching locations with conduit amounts are shown on drawing E2.1. Specification Section 31 23 00 Trenching, Backfilling, and Compacting provides additional trenching information. The concrete paving detail is 1/A0.3 and Specification Section 32 13 13 Site Concrete provides additional concrete patching information.	100	LF	\$ _____	\$ _____

11.1.6.3 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder’s Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect’s services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder’s Risk/Course-of Construction insurance. The risk of the

damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

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Our Public Liability and Property Damage Insurance is placed with:

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Our Workers' Compensation Insurance is placed with:

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Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_      Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_      Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

**NOTE:** 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.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Company as Licensed: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

California Contractor License No.: \_\_\_\_\_

Class and Expiration Date: \_\_\_\_\_

State of Incorporation, if Applicable: \_\_\_\_\_

( ) Evidence of authority to bind corporation is attached.

Dated: \_\_\_\_\_, \_\_\_\_\_

Signed: \_\_\_\_\_

END OF DOCUMENT

**BID DIVISION DESCRIPTIONS**

**PART 1 - GENERAL**

**1.1 Section Includes**

- A. Descriptions of Bid Divisions.

**1.2 Related Sections**

- A. Section 01 11 00 - Summary of Work.

**1.3 DESCRIPTIONS OF BID DIVISIONS**

- A. For the purpose of clarity, the scope of work for each Bid Division has been divided into three categories: "INCLUDED", "ALSO INCLUDED", and "EXCLUDED".
  - 1. Items listed under "INCLUDED" are the standard and/or "conventional" work scope of each Bid Division.
  - 2. Information provided under "ALSO INCLUDED" points out some items which may be considered less obvious or "unconventional," but which are included in the work scope of a particular Bid Division. (Information under this heading is not always necessary to delineate a Bid Division.)
  - 3. Information provided under the heading "EXCLUDED" is for the purpose of indicating beginning and termination points, and/or to provide an understanding of fringe involvements included in Bid Divisions. (Information under this heading is not always necessary to delineate a Bid Division.)
- B. Bid Divisions are the categories of Work into which the Project will be divided for bidding and construction. Bid Divisions should not be confused with Specification Sections.
  - 1. Bid Division Descriptions (Section 01 11 12) are a written description of the Scope of the Work included in each of the Bid Divisions.
  - 2. Bid Division Descriptions have been written to clearly define each Bid Division. Contractors are encouraged to request information or clarification by calling the Construction Manager. The Owner will not be responsible for a Contractor's incorrect interpretation of the Descriptions.
  - 3. Although each Bid Division involves a

standard segment of "conventional" trade contracting, multiple contract project delivery requires that adjustments be made to permit the completion of each Bid Division as a separate segment of construction. Each Contractor shall carefully review the total scope of responsibilities with respect to the Work of the Bid Division(s), and shall provide for the total scope in Contractor's Bid Division Proposal.

4. Each Contractor shall become familiar with the work scopes of all other Bid Divisions which interface with the Bid Division of which a proposal is being submitted. Each Contractor shall consider that the work of Contractor's Bid Division(s) may follow the work of another Bid Division, that other Contractors may perform work after the work of Contractor's Bid Division(s), and that other Contractors may work simultaneously with the work of Contractor's Bid Division(s). Each Contractor shall include provisions for such sequencing and scheduling, and for cooperation and coordination with such other Contractors in the Bid Proposal.
5. Nothing contained in the Bidding Documents, including the Bid Division descriptions, shall be construed by Bidders as an assignment of work to any construction industry trade. Each Bidder is responsible for Bidder's own work assignments within the Bid Division.
6. Project will be completed under a Project Stabilization Agreement, see Appendix B.
7. Pre-Qualification is required to bid on the work, see Appendix A.

## **1.4 BID DIVISION DESCRIPTIONS**

### **A. BID DIVISION: FIRE ALARM REPLACEMENT AT AND MORRILL MIDDLE SCHOOL – B-07-2021-22**

**1. Included:** The work of this project consists of the following but not limited to: Campus wide replacement of the fire alarm system at Morrill Middle School. Install, connect, and activate a fully functional Fire Alarm System (FAS).

Division 01	General Requirements
Division 02	Existing Conditions & Demolition
26 05 00	General Electrical Requirements
26 05 19	Line Voltage Wire And Cable
26 05 26	Grounding
26 05 33	Outlet, Junction And Pull Boxes
26 05 42	Conduits, Raceways And Fittings

26 05 43	Underground Ducts
26 05 44	In Grade Pull Boxes
26 28 16	Circuit Breakers
27 00 00	Structured Cabling Spec
28 31 00	Fire Alarm System

**Also included but not limited to:**

Due to compressed schedule of this summer project, contractor will be required to submit all submittals (for this Bid Division) to CM/Architect 25 days after receipt of Notice to Proceed.

Provide As-built drawings (for this Bid Division) showing original contract, change order work, RFI'S and any other additional work.

All construction included in this Bid Divisions shall be in accordance with all documents, all organizations having jurisdiction, and all other, applicable design criteria.

The Contractor is required to provide an underground utility survey performed by a licensed underground utility locator at the contractor's expense. The locator's report must be submitted to the Owner and Construction Manager for review prior to beginning any demolition, excavation or grading operations.

Any cutting and patching necessary to install conduits, boxes, and raceways.

Provide all labor and material to repair, replace, or relocate any irrigation mainlines, lateral lines, valves or irrigation boxes impacted and/or damaged by demolition, excavation or grading work.

Provide Debris bins, waste disposal and sanitary facilities for use by Bid Divisions 1 contractor and subcontractors.

Provide all labor and material for the lawful disposal of any excess soils / spoils from demolition, excavation, grading work. Any soils testing for disposal will be the responsibility of the contractor.

Provide continuous clean up. Provide one laborer all day each Friday for a weekly jobsite cleanup (broom clean).

Provide coordination with District Maintenance staff and District vendors.

Provide labor for the daily securing of the site at the end of each workday.

Provide weather protection and dewatering during grading operation(s) as required to protect grading/paving operations.

Remove and reinstall pigeon wire when installing under canopy conduits.

Provide all trenching, grading, backfill and compaction to sub grade associated with this scope of work.

Any necessary subgrade investigations including potholing in areas where new underground conduits are being installed.

At areas that contain Asbestos or Asbestos-Containing Materials, the contractor will identify the locations of their penetrations and coordinate with the Construction Manager, the District, and the District's Abatement Consultant for Abatement of Asbestos or Asbestos-Containing Materials.

**Excluded:**

All Public Address and Security Alarm Work.

Abatement of Asbestos or Asbestos-Containing Materials.