

BIDDING DOCUMENT 0100

INSTRUCTIONS TO BIDDERS

1.0 WORK TO BE DONE

It is the intention of Sequoia Healthcare District (“SHD”) to construct improvements to the interior and exterior of the office building owned by SHD, located at 1016 Laurel Street, San Carlos, CA. The work includes furnishing all labor, equipment and materials and performing all work necessary and incidental for completing the work according to the specifications and scope of work prepared by EASA Architecture as referenced in Appendix A, including Exhibit A – Permit Drawings, Exhibit B – Interior Design Drawings, and Exhibit C – Specifications, together with any Addenda issued by the Owner prior to bidding (collectively, the “Contract Documents”).

2.0 PRICE

Bidders are instructed to submit, under seal, a lump-sum fixed price for completing the Scope of Work in accordance with the Contract Documents.

3.0 WORK SCHEDULE

Bidders are instructed to submit, as part of their bids, a proposed schedule of the work indicating the number of days required to achieve substantial completion as defined in the Contract Documents.

4.0 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with the Contract Documents contained in the bidding documents. The submission of a bid shall constitute an acknowledgment upon which SHD may rely that the bidder has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a bidder to receive or examine any of the Contract Documents shall in no way relieve it from any obligation with respect to its proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

5.0 INSPECTION OF SITE

Bidders are encouraged to inspect the site of the work to satisfy themselves by personal examination, or by such other means as they may prefer, of the location of the proposed work and of the actual conditions. If, during the course of its examination, a bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the bidding documents, the Bidder may apply to SHD, in writing, for additional information and explanation before submitting its bid.

6.0 INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretations will be made to any bidder as to the meaning of the Contract Documents. Requests for an interpretation shall be made in writing and delivered to:

Ellis Schoichet AIA
EASA Architecture
851 Burlway Road, Suite 422
Burlingame, CA 94010
Ellis@EASAarchitecture.com

7.0 OPENING OF BIDS

All bids, irrespective of any irregularities or informalities, if received on time, will be opened and publicly read aloud at the time and place set forth in the Notice Inviting Bids. Bidders, their representatives, and other interested persons may be present at the opening and reading of bids.

Any bids received after the time for receiving and opening bids set forth in the Notice of Invitation to Bid or as postponed by addenda will be considered non-responsive and will not be opened. Any such bids will be returned unopened to the Bidder.

The public reading of each bid will include at least the following:

- A. Name and address of bidders.
- B. The total amount of bid.

8.0 PREPARATION OF BID FORMS

Bids shall be made on Bidding Document 0200, "Bid" and Bidding Document 0300, "Bid Schedule," and must be submitted at the time and place stated in the Notice of Invitation to Bid. All blanks in the bid forms must be appropriately filled in, either in ink or typed, and all prices must be stated in figures. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, its address, and the name of the project for which the bid is submitted, or submitted via email as indicated in the Notice of Invitation to Bid. It is the sole responsibility of the bidder to see that its bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. SHD shall not be responsible for errors or omissions in the bid. Bidders shall write their names on each bid form at the space provided. **No clarifications or exclusions will be allowed on the bid forms, Bidding Documents 200 and 300.**

9.0 BIDDER'S SIGNATURE AND AUTHORITY

If the bid is made by an individual, his/her name, signature, and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership, a list of the partners, and the signature of at least one of

the general partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation.

10.0 ERASURES AND CORRECTIONS

The bid submitted must not contain any erasure, interlineation, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons submitting the bid.

11.0 BID IRREGULARITIES

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids, or any other modifications of the bid form which are not specifically called for in the Contract Documents **may** result in rejection of the bid by SHD as not being responsive to the bidding documents. No oral or telephonic modification of any bid submitted will be considered.

12.0 MODIFICATION OF BID

On written request filed with SHD, a bid already received may be modified or withdrawn at any time prior to the time established for receiving bids. The request must be executed by the bidder or its authorized representative as described above in Paragraph 9.0. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid. Withdrawal of a bid does not prejudice a bidder's right to submit a new bid within the time designated for the submission of bids. No bid may be withdrawn after the time established for receiving bids except as provided in Paragraph 13.0.

13.0 WITHDRAWAL OF BIDS

In accordance with Public Contract Code 5103, within five days after the opening of bids, a bidder may withdraw its bid providing the bidder can establish to SHD's satisfaction that a mistake was made in preparing the bid. A bidder desiring to withdraw shall give written notice to SHD, specifying, in detail, how the mistake occurred and how the mistake made the bid materially different than it was intended to be. Withdrawal will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the work or in reading the Contract Documents.

14.0 ADDENDA

Addenda issued during the time of bidding shall become a part of the Contract Documents furnished bidders for the preparation of bids, shall be covered in the bids, and shall be made a part of the Contract. Each bid shall include specific acknowledgement in the space provided on Bidding Form 300 of receipt of all Addenda issued during the bidding period. Failure to so acknowledge may result in the bid being rejected as not responsive. Failure of any bidder to receive such

Addenda shall not be grounds for non-compliance with the terms of the instructions.

15.0 BID PRICES

Bid prices shall include everything necessary for the completion of the work, including but not limited to providing the materials, equipment, tools, management, superintendence, labor, and services. Bid prices shall include allowance for all federal, state and local taxes.

In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

16.0 QUALIFICATION OF BIDDER

Each bidder shall meet the minimum level of qualifications specified in Bidding Document 0400, "Certification of Bidder's Experience and Qualifications," and shall complete and submit said certification with their bid. Failure to submit a signed copy of Bidding Document 0400 with submission of the bid will result in the bid being deemed non-responsive.

17.0 SUBCONTRACTORS

In accordance with California Public Contracting Code Section 4100, et. seq., each bid shall have listed in Bidding Document 0500, "Proposed Subcontractors," the name, portion of work to be performed, and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or of any subcontractor licensed by the State of California who, under subcontract to the bidder, will specially fabricate and install 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 of one percent of the bidder's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the bidder's total bid or Ten Thousand Dollars (\$10,000.00), whichever is greater.

Failure to list subcontractors may render the bid non-responsive and may be grounds for rejection of the bid. Failure to comply with the provisions of the California "Subletting and Subcontracting Fair Practices Act" shall make the Contractor subject to the sanctions as set forth in the Act.

18.0 SUBSTITUTIONS DURING BIDDING

Manufacturers or suppliers of materials and equipment may offer an alternative product to the Contractor and request that alternatives to specified products be considered equal. Inclusion of such alternatives in the bid is the responsibility of the Contractor. Inclusion should only be considered if the Contractor believes the offered alternative is equal in quality and performance to the specified product. No substitutions will be allowed after award of the Contract except as provided in Division 1, Section 01 25 00 of the Specifications.

19.0 NON-COLLUSION AFFIDAVIT

Pursuant to Public Contract Code Section 7106, bidders shall execute and furnish with their bids Bidding Document 0600, "Non-Collusion Affidavit." Reasonable grounds to believe that any individual, partnership, company, association, organization, business entity, corporation, or business combination is interested in more than one bid for the proposed work may cause rejection of all bids in which that individual, partnership, company, association, organization, business entity, corporation, or business combination is interested.

20.0 WAGE RATES

Pursuant to provisions of the Labor Code Section 1770, et. seq., of the State of California, the Director of the Department of Industrial Relations has ascertained the prevailing rate of per diem wages of the locality in which the Work is to be performed and applicable to the work to be done. Copies of these wage determinations can be obtained at: www.dir.ca.gov

Bidders shall promptly notify SHD, in writing, about all the classifications of labor not listed in the prevailing wage determinations but necessary for the performance of the Work, before bids are submitted.

21.0 REJECTION OF BIDS

SHD reserves the right to reject any and all bids and further reserves the right to reject any bids which are nonresponsive, incomplete, obscure, or irregular; any bids which omit a bid on any one or more items on which the bids are required; any bids in which unit prices are unbalanced in the opinion of SHD; any bids from bidders who have previously failed to perform properly or to complete on time Contracts of any nature; and any bidder who fails to provide satisfactory documentation of its qualifications. SHD reserves the right to waive irregularities.

22.0 CONTRACT AND INSURANCE CERTIFICATES

The successful bidder, simultaneously with the execution of the Agreement, will be required to furnish evidence of insurance required under Article 11 of Bidding Document 0700, Form of Construction Agreement.

The bidder shall carefully examine Bidding Document 0700, "Form of Construction Agreement," which the successful bidder as Contractor will be required to execute.

23.0 AWARD OF CONTRACT

Within thirty (30) days after the time of opening of the bids, SHD will act either to accept a bid, to reject all bids or extend the time in which SHD may act. The acceptance of a bid will be evidenced by a Notice of Award of Contract in writing, delivered in person or by certified mail to the bidder whose bid is accepted. No other act of SHD will constitute acceptance of a bid. The Award of Contract shall obligate the bidder whose bid is accepted to furnish evidence of insurance and to execute the Agreement in the form set forth in the Contract Documents. The Contract will require the completion of the work according to the Contract Documents.

If award is made, it will be based on the lowest responsive, responsible base bid, including all bid Alternates as depicted on the bid form unless otherwise noted by SHD.

24.0 EXECUTION OF CONTRACT

The Form of Construction Agreement, Bidding Document 0700, shall be executed, in substantially the form provided, by the successful bidder and returned, together with the Contract bonds and evidences of insurance, within ten (10) days after receiving written Notice of Award of the Contract. Time is of the essence in this regard. After execution by SHD, one copy of the Agreement shall be returned to Contractor.

The failure to execute the Contract Documents or to furnish evidence of the insurance required by these instructions within ten (10) days after receiving written notice of the Award of the Contract constitutes a default. In the event of a default, SHD may award the Contract to the next lowest bidder or may readvertise for bids. SHD may charge against the defaulting bidder the greater of (1) the amount of the bid bond, or (2) the difference between the amount of the bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by readvertising, the defaulting bidder shall have no claim against SHD for a refund.

*****END OF SECTION*****