

DOCUMENT 01302 INSTRUCTIONS FOR BIDDER

MBUSD Pennekamp Elementary School Canopy Replacement

BID DUE DATE & TIME: APRIL 17TH, 2024, @ 2:00 PM

1. Balfour Beatty Construction, LLC (BBC) invites bids to be submitted through BuildingConnected. All fields and questions on the electronic bid form must be completed. In the event of duplication of work between your package and another, forward a Bid Clarification Request Form via Building Connected. If the time allotted for Bid Clarification Requests has expired, include the duplicated work in your bid. If duplications are discovered after the bid award, BBC will determine the Subcontractor responsible for providing the duplicated work. The Subcontractor not directed to perform work will provide credit for the deleted work.
2. **ELECTRONIC BID FORM SUBMISSION: All bids must be submitted via BuildingConnected. Bids not received through BuildingConnected will be considered non-responsive.** Bid Packages are to be bid according to the contract documents. NO EXCLUSIONS WILL BE ACCEPTED.
3. **NON-MANDATORY JOB WALK: Thursday, March 28th, 2024 @ 3:00 PM at Pennekamp Elementary School located at 110 S. Rowell Ave., Manhattan Beach, CA 90266. Meet by the flagpole at the Main Entrance of the school.** The meeting will begin with a general project overview, followed by a site walk of the school site.

Each bidder will visit the proposed work site and fully acquaint himself with the conditions relating to the construction and labor to fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. By making his bid, each bidder represents that they have visited the site, inspected the work area, and familiarized himself with the local conditions under which the work is to be performed, including sub-surface conditions. Such an inspection will specifically consider requirements for accessing the site and determining whether the work can be completed as required by, and as shown in, the Contract Documents.

4. **RFI DEADLINE: ALL REQUESTS FOR CLARIFICATION must be submitted no later than 4:00 PM Monday, April 4th, 2024.** Requests received after the deadline will not receive a response. Failure of a bidder to request clarification of apparent errors or ambiguities waives the bidder's right to object to a clarification issued later by the Architect or BBC. Refer to the Request for Information document in the project's Front End Documents folder of BuildingConnected for specific instructions for electronically submitting all RFI requests.
5. **INTERPRETATION OF CONTRACT DOCUMENTS: *Contract Documents include but are not limited to the plans, specifications, Pre-Bid RFIs reports, and addendums.***
If a person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or other information pertaining to the site (including any available soils or geotechnical report) or finds discrepancies in, or omissions from the drawings and specifications. They are required by Public Contract Code section 1104 to submit a written request for an interpretation or correction to the BBC. The person submitting the request will be responsible for its prompt delivery. Any interpretation, modification, or correction of the contract documents or other available information will be made only by an addendum duly issued. A copy of such an addendum will be delivered electronically to each person receiving a set of contract documents. BBC will have the option to send a hard copy via regular mail or overnight delivery. Bidders will thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and acquaint himself with existing conditions will in no way relieve any bidder from obligations with respect to their bid or the contract. The submission of a bid will be taken as prima facie evidence of compliance with all terms of this section. By making their bid, each bidder represents that they have

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read and understand the Contract and Bid Documents and any related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding the documents.

6. **BID PACKAGES:** This project is being bid in “Bid Packages” as follows;

Bid Package	Brief Bid Package Description
02.40	Existing Conditions, SWPPP
05.00	Metals
07.50	Roofing, Sheet Metal
22.00	Plumbing, Site Utilities
26.00	Electrical, Communications, Electrical Safety & Security
31.20	Earthwork, Asphalt Paving, Concrete Paving

7. **DISTRICT PREQUALIFICATION:** M/E/P Subcontractors must be prequalified if the contract utilizes a Lease-Leaseback delivery method. This applies to Mechanical, Electrical, and Plumbing Subcontractors (C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46). The District must receive applications at least ten (10) business days prior to the scheduled bid opening on any advertised project in order for the candidate to qualify for that project. Please visit <http://go/pqbids.com/login> and follow the Contractor Instructions for creating an account and submitting your prequalification application
8. **BALFOUR BEATTY CONSTRUCTION, LLC PREQUALIFICATION:** All BIDDERS must be prequalified to BID on Balfour Beatty Construction Projects for any Bid in excess of \$500,000.00. If the Bid Package amount is over \$500,000, then the BIDDER must submit a prequalification package and be approved prior to any award. Approvals are good for 12 months and must be renewed annually. The prequalification process can be started on our website at the following URL: <https://www.balfourbeattyus.com/trade-partners/partner-with-us>
9. **BID BONDS:** Bid Bonds are NOT required for this project.
10. **PAYMENT AND PERFORMANCE BONDS:** The Subcontract, in which the successful bidder, as Subcontractor, will be required to execute the forms and amounts of surety bonds that they will be required to furnish at the time of execution of the Agreement, is included in the contract documents will be carefully examined by the bidder.

For subcontracts between \$25,000 and that do not exceed \$100,000, a Personal Guarantee or Payment and Performance Bonds will be required.

For subcontracts exceeding \$100,000, a Performance Bond will be required. The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California, which meets the highest standards the County is legally permitted to establish and which it has established. Bonds will be in the form included with the subcontract.

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For subcontracts exceeding \$100,000, a Payment bond will be required. The Payment Bond must be in the amount of 100 percent of the total amount payable. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California and meet the highest standards the County is legally permitted to establish. Bonds will be in the form included with the subcontract.

12. **AWARD OF CONTRACT:** Each bidder will hold their total bid for ninety (90) days from the bid date. BBC reserves the right to reject any or all bids or waive any irregularities or informalities in any bid received.
13. **ALTERNATES:** If applicable, see the list of alternates on the bid form. Each bidder will hold their pricing for Alternates for ninety (90) days from the bid date.
14. **EVIDENCE OF RESPONSIBILITY:** Upon the request of BBC, a bidder whose bid is under consideration for the award of the contract will submit promptly to BBC satisfactory evidence showing the bidder's financial resources, construction experience in the type of work being required by BBC, their organization's ability to perform the obligations of the contract, and any other required evidence of the bidder's qualifications to perform the proposed contract. BBC may consider such evidence before deciding to award the proposed agreement. Failure to submit requested evidence of a bidder's obligations to complete the proposed contract may result in the rejection of the bid.
15. **WORKERS' COMPENSATION:** In accordance with section 3700 of the Labor Code, the Subcontractor will secure the payment of compensation to their employees. The Subcontractor will sign and file with the District the following certificate before performing the work under this contract:

I am aware of the provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
16. **INSURANCE REQUIREMENTS: Refer to Document 01305 for Insurance and Bonding requirements.** The Subcontractor and its sub-subcontractors, suppliers, and consultants of every tier must maintain insurance in accordance with the requirements in Document 01305 – Insurance and Bonding Requirements. Evidence of insurance coverages must be on the standard ACORD FORM 25-S or equivalent certificate upon signing the Subcontract Agreement and prior to starting any subcontract work and must evidence all requirements in Document 01305 – Insurance and Bonding Requirements. In the event of inconsistent or conflicting insurance requirements in the Contract Documents, the highest limits and most comprehensive requirements will apply. The Contractor's acceptance of the Subcontractor's certificate does not constitute approval or agreement that the requirements of the contract documents have been fulfilled or waive the Subcontractor's obligation with the insurance requirements.
17. **CONTRACTOR'S LICENSE:** After bids are received, should the bidder not be licensed to perform the obligations of the subcontract in accordance with division 3, chapter 9 of the Business and Professions Code of the State of California (Section 7028.15), the bid will be deemed non-responsive.
18. **ETHICS IN BIDDING:** The District expects the bidders to maintain high ethical standards while engaging in the competitive bidding process. The bid amount of one bidder should not be divulged to another before the award of the subcontract, nor should it be used by any subcontractor to secure a lower bid from another bidder on that project (bid shopping). Subcontractors or Suppliers will not request information from BBC regarding any other submissions in an effort to submit a lower bid on the said project (bid peddling). The District will consider any bidder engaging in such practices a non-responsible bidder and may reject their bid.

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- 19. SUBSTITUTIONS AND SPECIAL BRAND NAMES:** Per the Public Contract Code section 3400, "before the award of the contract," the District will provide the Bid Clarification Request Form for submission of documentation demonstrating a request for a substitution of an equal item. Therefore, no later than ten (10) days before the bid date, if a bidder requests a substitution of an equal item, the make and grade of an item, product, or work to be substituted will be provided to BBC. The documentation submitted must include illustrations, specifications, and other relevant information, including a product catalog that describes the substituted item, product, or work and demonstrates that it is equal to the specified item, product, or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested, stating whether the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability, life cycle, and cost of the substituted item, product, or work. Supporting documentation will consist of a signed affidavit from the Subcontractor stating that the substituted item, product, or work is equivalent to the specified item, product, or work except as listed on the affidavit. The same substitution information must be included in the Bid Clarification Request Form. Failure to submit all the required information, including the signed affidavit, may determine that the bid is non-responsive. **BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE DISTRICT OR BBC TO REVIEW SUCH DOCUMENTATION BEFORE THE CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, THE BIDDER WILL BE RESPONSIBLE FOR PROVIDING THE ITEM, PRODUCT, OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE DISTRICT. THE DISTRICT HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM, PRODUCT, OR WORK IS AN EQUAL ITEM.**
- 20. PREVAILING WAGES:** In accordance with Labor Code section 1771.1, a subcontractor shall not be qualified to apply to any bid submitted on or after March 1, 2015, and engage in any contract for public work entered into on or after April 1, 2015, unless currently registered with the Department of Industrial Relations and qualified to perform the public work pursuant to Labor Code section 1725.5. A bid shall not be accepted, nor any contract or subcontract entered into without proof of the subcontractor's current registration to perform public work pursuant to Labor Code section 1725.5.
- The following is a link to the Department of Industrial Relations (DIR) website to obtain rate information and any applicable predetermined increases dir.ca.gov/oprl/dprevagedetermination.htm.
- 21. SKILLED AND TRAINED WORKFORCE:** All Subcontractors must comply with the skilled and trained workforce requirement pursuant to Public Contract Code section 2600.
- 22. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE):** There is a 3% participation goal for this project.
- 22. TEXTURA:** Unless otherwise directed or authorized, in writing, by BBC, all Applications for Payment and all supporting documents (including but not limited to lien waivers, sworn statements, and the like) for the Subcontractor and its sub-subcontractors and suppliers will be in electronic format and will be submitted to BBC using the Oracle Textura Payment Management (TPM) system. The Subcontractor will be responsible for the fees and costs associated with the Subcontractor's use of TPM. The Subcontractor will include a similar provision in its sub-subcontracts and purchase orders. Fees to Subcontractors are calculated as 0.22% (22 basis points) of contract value (plus applicable taxes), with a maximum fee of \$5,000. Fees to Subcontractors' sub-subcontractors and suppliers are a fixed fee of \$100 per sub-subcontractor or supplier contract.

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23. **OFF-SITE CONSTRUCTION:** The Subcontractor will comply with all requirements of the City, the County, the State, the District, and affected utility suppliers for all work in the public right-of-way and any area to be added to the right-of-way by dedication or easement. Grading, construction staging, and utility construction indicated off-site on private property should comply with the requirements of letters of permission from the adjacent property owners as obtained by the Owner.
24. **PROJECT NAME & ADDRESS:** **MBUSD Pennekamp Elementary School Canopy Replacement
110 S. Rowell Ave.
Manhattan Beach, CA 90266**

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