

INSTRUCTIONS TO BIDDERS

La Selva Beach Recreation District
Clubhouse Seismic and ADA Renovation Project

314 Estrella Avenue, La Selva Beach, CA 95076

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ARTICLE 1
DEFINITIONS

- 1.1 Except as otherwise specifically provided, definitions set forth in the General Conditions or in other Contract Documents are applicable to all Bidding Documents.
- 1.2 The term "Addenda" means written or graphic instruments issued by the Central Fire District prior to the Bid Deadline which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.3 The term "Alternate" means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.
- 1.4 The term "Bid Deadline" means the date and time on or before which Bids must be received, as designated in the Advertisement for Bids and which may be revised by Addenda.
- 1.5 The term "Bidder" means a person or firm that submits a Bid.
- 1.6 The term "Bidding Documents" means the construction documents prepared and issued for bidding purposes including all Addenda thereto.
- 1.7 The term "Estimated Quantity" means the estimated quantity of an item of Unit Price Work.
- 1.8 As used in these Instructions to Bidders, the term "District" or "Owner" means the La Selva Beach Recreation District office issuing the Bidding Documents.
- 1.9 The term "Lump Sum Base Bid" means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including Unit Price items or Alternates.
- 1.10 The term "Plan holder" means a person or entity known by the District to have received a complete set of Bidding Documents and who has provided a street address for receipt of any written pre-bid communications.
- 1.11 The term "Unit Price" means an amount stated in the Bid for which Bidder offers to perform an item of Unit Price Work for a fixed price per unit of measurement. **N/A**
- 1.12 As used in these Instructions to Bidders, the term "Business Day" means any day other than a Saturday, a Sunday, and the holidays specified herein, and to the extent provided herein, if the LSBR District or applicable office of the District is closed for the whole of any day, insofar as the business of that office is concerned, that day shall be considered as a holiday for the purposes of computing time in these Instructions to Bidders. Holidays include the twelve (12) Federal Holidays.

ARTICLE 2
BIDDER'S REPRESENTATIONS

**LA SELVA BEACH RECREATION
DISTRICT CLUBHOUSE RENOVATION**

INSTRUCTIONS TO BIDDERS

2.1 Bidder, by making a Bid, represents that:

2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.

2.1.2 Bidder has visited the Project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.

2.1.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.1.4 At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, have the appropriate current and active licenses issued by the State of California Contractors State License Board for the Work to be performed and any licenses specifically required by the Bidding Documents. If Bidder is a joint venture, at the time of submission of the Bid, Bidder shall have the licenses required by the preceding sentence in the name of the joint venture itself. The State of California Business and Professions Code, Division 3, Chapter 9, known as the "Contractor's License Law," establishes licensing requirements for contractors.

2.1.5 Bidder has read and shall abide by the nondiscrimination requirements contained in the Bidding Documents.

2.1.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.1.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder.

2.1.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

ARTICLE 3

BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the link provided from the La Selva Beach Recreation District Website at www.lsbird.org.

3.1.2 Bidders shall use a complete set of Bidding Documents in preparing Bids.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidder shall, before submitting its Bid, carefully study and compare the components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once report to District's Representative errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the

Contract, Bidder waives any claim arising from any errors, inconsistencies or ambiguities, that Bidder, its subcontractors or suppliers, or any person or entity under Bidder on the Contract became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.

3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be addressed only to the Construction Manager Frank Dickinson 831-840-0499; frank_dickinson@hotmail.com.

3.2.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda issued as provided in Article 3.5. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.

3.3 PRODUCT SUBSTITUTIONS

3.3.1 No substitutions will be considered prior to award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

3.4 SUBCONTRACTORS

3.4.1 Each Bidder shall list in the Bid Form all first-tier Subcontractors that will perform work, labor or render such services as defined in Article 9 of the Bid Form. The Bid Form contains spaces for the following information when listing Subcontractors: (1) portion of the Work; (2) name of Subcontractor; (3) city of Subcontractor's business location; (4) California contractor license number. An inadvertent error in listing the California contractor license number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted in writing by, and actually received from, the Bidder within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor. The failure to list, on the Bid Form, any one of the items set forth above will result in the Central Fire District treating the Bid as if no Subcontractor was listed for that portion of the Work and Bidder will thereby represent to District that Bidder agrees that it is fully qualified to perform that portion of the Work and shall perform that portion of the Work.

3.4.2 Subcontractors listed with the Bid Form shall only be substituted after the Bid Deadline with the written consent of the District and in accordance with the State of California "Subletting and Subcontracting Fair Practices Act."

3.5 ADDENDA

3.5.1 Addenda will be issued only by the District and/or its representatives and only in writing. Addenda will be identified as such and will be emailed to all Plan holders (or contractors who attended site meeting only if after the pre-bid meeting, as well as posted on the website.

3.5.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection.

3.5.3 Addenda will be issued such that Plan holders should receive them no later than 5 full business days prior to the Bid Deadline. Addenda withdrawing the request for Bids or postponing the Bid Deadline may be issued any time prior to the Bid Deadline.

3.5.4 Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda.

3.6 BUILDER'S RISK PROPERTY INSURANCE-District will provide builder's risk insurance.

ARTICLE 4

PRE-BID CONFERENCE

4.1 Bidder shall attend the Pre-Bid Conference at the **LSB Clubhouse at 2pm on Wednesday April 19, 2023** which the requirements of the Bidding Documents are reviewed by The District, comments and questions are received from Bidders, and a Project site visit is conducted. The District requires all Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list both prior to conference start, and at conference conclusion, which in turn is used to determine if Bidders meet this requirement. Any Bidder not attending the Pre-Bid Conference in its entirety will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.

ARTICLE 5

BIDDING PROCEDURES

5.1 FORM AND STYLE OF BIDS

5.1.1 Bids shall be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the District's Bid Form shall be rejected.

5.1.2 The Bid Form shall be filled in legibly in ink or by typewriter/computer. All portions of the Bid Form must be complete, and the Bid Form must be signed before the Bid is submitted. Failure to comply with the requirements of this Article 5.1.2 will result in the Bid being rejected as nonresponsive.

5.1.3 Bidder's failure to submit a price for any Alternate or Unit Price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, indicate "No Change" by marking the appropriate box.

5.1.4 Bidder shall make no stipulations on the Bid Form nor qualify the Bid in any manner.

5.1.5 The Bid Form shall be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative shall sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

5.2 BID SECURITY

5.2.1 Each Bid shall be accompanied by Bid Security in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Contract with District on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security shall be a Bid Bond on the form provided and included herein, or a certified check made payable to "The La Selva Beach Recreation District". When a Bid Bond is used for Bid Security, failure to use District's Bid Bond form will result in the rejection of the Bid. Bidder must use the Bid Bond form provided by the District or an exact, true and

correct photocopy of such form. The Bid Bond form may not be retyped, reformatted, transcribed onto another form, or altered in any manner except for the purpose of completing the form.

5.2.2 If the apparent lowest responsible Bidder fails to sign the Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, The District may reject such Bidder's Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or the District may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable for and forfeit to the District for the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the greater amount for which the District procures the Work.

5.2.3 If a Bid Bond is submitted, the signature of the person executing the Bid Bond must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer shall be included with the Bid Bond. Additionally, the surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in the California Code of Civil Procedure Section 995.120).

5.2.4 Bid Security will be returned after the contract has been awarded. Notwithstanding the preceding, if a Bidder fails or refuses, within 10 days after receipt of notice of selection, to sign the Agreement or submit to the District all of the items required by the Bidding Documents, The District will retain that Bidder's Bid Security. If the Bid Security is in the form of a Bid Bond, the Bid Security will be retained until the District has been appropriately compensated; if the Bid Security is in the form of certified check, the District will negotiate said check and after deducting its damages, return any balance to Bidder.

5.3 SUBMISSION OF BIDS

5.3.1 The Bid Form, Bid Security and all other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the District office designated in the Notice to Bidders for receipt of Bids. The envelope shall be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

5.3.2 Bids shall be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

5.3.4 Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

5.4 MODIFICATION OR WITHDRAWAL OF BID

5.4.1 Prior to the Bid Deadline, a submitted Bid may be modified or withdrawn by notice to the District receiving Bids at the location designated for receipt of Bids. Such notice shall be in writing over the signature of Bidder and, in order to be effective, must be received on or before the Bid Deadline. A modification so made shall be worded so as not to reveal the amount of the original Bid.

5.4.2 A withdrawn Bid may be resubmitted on or before the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

5.4.3 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

5.4.4 Bids may not be modified, withdrawn, or canceled within 60 days after the Bid Deadline.

ARTICLE 6

CONSIDERATION OF BIDS

6.1 OPENING OF BIDS

6.1.1 Bids which have the required identification as stipulated in Article 5.3.1 and are received on or before the Bid Deadline may be opened either at the time bids are due and will be opened as designated by the Board.

6.2 REJECTION OF BIDS

6.2.1 The District will have the right to reject all Bids.

6.2.2 The will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way incomplete or irregular.

6.3 AWARD

6.3.1 The District will have the right, but is not required, to waive nonmaterial irregularities in a Bid. If the District awards the Contract, it will be awarded to the responsible Bidder submitting the lowest responsive Bid as determined by the District and who is not rejected by the District for failing or refusing, within 10 days after receipt of notice of award, to sign the Agreement or submit to the District all of the items required by the Bidding Documents.

6.3.2 The District will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents. The opening of Bids and evaluation of Alternates will be conducted in accordance with a procedure that, at the District's option, either (i) prescribes, prior to the time of Bid opening, the order in which Alternates will be selected or (ii) prevents, before the determination of the apparent low Bidder has been made, information that would identify which Bid belongs to which Bidder from being revealed to the representative of the District selecting the Alternates to be used in determining the low Bidder. After determination of the apparent low Bidder has been made, District will publicly disclose the identity of each Bidder that submitted a Bid and the amount of each such Bid.

6.3.3 The District will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, if any, plus the daily rate for Compensable Delay multiplied by the "multiplier" as stated in the Bid Form, plus the amounts of all Alternates to be included in the Contract Sum at the time of award.

The Contract Sum will be the sum of the Lump Sum Base Bid and the additive or deductive amounts for all Alternates that the District has elected to be included in the Contract Sum as of the time of award.

6.3.4 District will post the Bid results on the La Selva Beach Recreation District website.

6.3.5 District will select the apparent lowest responsive and responsible Bidder and notify such Bidder on District's form within 30 days (unless the number of days is modified in Notice to Bidders) after

the Bid Deadline or reject all Bids. Within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, Bidder shall submit to District all List of Documents to be Executed and Submitted with Bid, as noted in the Instructions to Bidders and including the following items:

- .1 Three originals of the Agreement signed by Bidder.
- .2 Three originals of the Payment Bond required under Article 11 of the General Conditions.
- .3 Three originals of the Performance Bond required under Article 11 of the General Conditions.
- .4 Certificates of Insurance District required under Article 11 of the General Conditions.
- .5 Name of, qualifications of, and references for the Superintendent proposed for the Work.
- .6 Names of all Subcontractors, with their addresses, telephone number, facsimile number, contact person, portion of the Work, California contractor license number, and designation of any Subcontractor as a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Women-owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) on Report of Subcontractor Information in the form contained in the Exhibits.
- .7 Preliminary Contract Schedule as required under Article 3 of the General Conditions.
- .8 If Bidder wishes to utilize securities in lieu of retention beginning with the first Application for Payment, Selection of Retention Options accompanied by a completed Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention in the form contained in the Exhibits.
- .9 Cost Breakdown as required by Article 9 of the General Conditions.
- .10 Copies of Contractors Safety Plan, SWPPS Plan, Staging Plan, and Hazmat Mitigation Plan.

6.3.6 Prior to award of the Contract, District will notify Bidder in writing, if District, after due investigation, objects to a Subcontractor or Superintendent proposed by Bidder, in which case Bidder shall propose a substitute acceptable to District. Substitution of Superintendent shall be made in accordance with Article 3 of the General Conditions. Substitution of a Subcontractor shall be made in accordance with Article 5 of the General Conditions. Failure of District to object to a proposed Superintendent or Subcontractor prior to award shall not preclude District from requiring replacement of Superintendent or any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated prior to award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

6.3.7 If Bidder submits three originals of the signed Agreement and all other items required to be submitted to La Selva Beach Recreation District within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, and if all such items comply with the requirements of the Bidding Documents and are acceptable to District, District will award the Contract to Bidder by signing the Agreement and returning a signed copy of the Agreement to Bidder.

6.3.8 If District consents to the withdrawal of the Bid of the apparent lowest responsive and responsible Bidder, or the apparent lowest responsive and responsible Bidder fails or refuses to sign the Agreement or submit to District all of the items required by the Bidding Documents, within 10 days after receipt of notice of selection, or that Bidder is not financially or otherwise qualified to perform the Contract, District may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all Bids are exhausted, or reject all Bids. Any Bidder whose Bid is rejected because the Bidder has failed or refused, within 10 days after receipt of notice of selection, to sign the Agreement or submit to District all of the items required by the Bidding Documents, shall be liable to the District for all resulting damages.

ARTICLE 7

BID PROTEST

7.1 FILING A BID PROTEST

7.1.1 Any Bidder, person, or entity may file a Bid protest. The protest shall specify the reasons and facts upon which the protest is based and shall be in writing and received by the District not later than 5:00 pm on the 4th business day following:

- .1 if the Bid Form does not contain any Alternate(s), the date of the Bid opening;
- .2 if the Bid Form contains any Alternate(s), the date of posting in a public place of Bid results.

7.1.2 If a Bid is rejected by the District, and such rejection is not in response to a Bid protest, any Bidder, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) in writing and received by the District not later than 5:00 pm on the 4th business day following the rejected Bidder's receipt of the notice of rejection.

7.1.3 For the purpose of computing any time period in this Article 7, the date of receipt of any notice shall be the date on which the intended recipient of such notice actually received it. Delivery of any notice may be by any means, with verbal or written confirmation of receipt by the intended recipient.

7.2 RESOLUTION OF BID CONTROVERSY

7.2.1 District will investigate the basis for the Bid protest and analyze the facts. District will notify Bidder whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Bidder an opportunity to rebut such evidence, and permit Bidder to present evidence that it should be allowed to perform the Work. If deemed appropriate by District, an informal hearing will be held. District will issue a written decision within 15 days following receipt of the Bid protest, unless factors beyond District's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by District. A written copy of the decision will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision. As used in this Article 7, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsive and responsible Bidder for the Contract. A written copy of the District's decision must be received by the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision no later than 3 business days prior to award of the contract.

7.2.2 Notwithstanding the provisions of Article 7.2.1, at the election of District, a Bid protest may be referred directly to District Board without prior investigation and review by the District. The Chair of the District Board will either decide the Bid protest or appoint a Hearing Officer. If a Hearing Officer is appointed, the Hearing Officer will review the Bid protest in accordance with the provisions of Article 7.2.4.

7.2.3 Bidder whose Bid is the subject of the protest, all Bidders affected by the District's decision on the protest, and the protestor have the right to appeal to the Construction Review Board if not satisfied with decision. The appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal. A copy of the appeal must be received by the Chair, Construction Review Board, not later than 5:00 pm on the 3rd business day following appellant's receipt of the written decision of District, at the following address:

La Selva Beach Recreation District
Manager
314 Estrella Avenue
La Selva Beach, CA 95076
Attention: Eden Serrano

And, by email to:

Frank Dickinson
Frank_Dickinson@hotmail.com

A copy of the appeal must be sent to all parties involved in the Bid protest and to District, to the same address and in the same manner as the original protest. An appeal received after 5:00 pm is considered received as of the next business day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or District holiday, the appeal will be considered timely only if received by 5:00 pm on the following business day. The burden of proving timely receipt of the appeal is on the appealing party.

7.2.4 The **District Board and their Council**, will review the District's decision and the appeal, and issue a written decision, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. If a hearing is held, the hearing shall be held not later than the 10th day following the appointment of the Hearing Officer unless the Hearing Officer for good cause determines otherwise. The written decision of the District Board and their Council will state the basis of the decision, and the decision will be final and not subject to any further appeal to District. The District Board and their Council may consult with the District General Counsel on the decision as to legal form. District will complete its internal Bid protest procedures before award of the Contract.

PRELIMINARY SCHEDULE

LSB Clubhouse Seismic and ADA Renovation
Project
314 Estrella Avenue La Selva Beach, CA 95076

Notice to Bidders/RFP: April 13, 2023

**Mandatory
Pre-Bid Site/Job Walk: April 19, 2023**

Pre-Bid RFI Cut-Off: April 25, 2023

**RFI Answers and
Addendum issued May 2, 2023**

Bid Opening: May 10, 2023

Notice of Selection: May 18, 2023

**Contract Award:
(Board Approval) May 22, 2023**

Notice to Proceed: June 14, 2023

Begin Construction June 19, 2023

Complete Construction December 8, 2023

List of Documents to be Executed and

Submitted with the Bid

1. Bid Form
2. Bid Bond
3. Designation of Subcontractors List
4. Site-Visit Certification
5. Sufficient Funds Declaration
6. Non-collusion Declaration
7. Workers Compensation and Liability Certification-Forms supplied by Contractor, Including LSBRD as additional insured
8. Notice to Bidders
9. Instruction to Bidders
10. Any Addendums-TBD after site pre-bid walk
11. Milestone Bidding Schedule
12. Sample Agreement – AIA A101-2017 and Separate Contract General Conditions
13. Hazmat report information (4 documents)
14. Prevailing Wage Certification
15. Checklist for Bid Documents