DOCUMENT 00 91 01

ADDENDUM NO. 02
DATED 08/26/2021

1. GENERAL

This document includes requirements that clarify or supersede portions of the bid and/or contract requirements for the project. This Addendum is a Contract Document.

2. SUMMARY

The following changes, additions and deletions shall be made to the following document(s) as noted in **RED**; all other conditions shall remain the same.

The contents of this addendum supersedes prior published documents for DOCUMENT 00 11 16 NOTICE TO BIDDERS

END OF DOCUMENT

DOCUMENT 00 11 16

NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the East Side Union High School District ("District") will receive sealed bids for the following project, Bid No. B-04-21-22, Bid Package CP4885 ("Project" or "Contract"):

DW BASEBALL AND SOFTBALL FIELD IMPROVEMENTS @ AH, IH, JL, MP, OG, PH, ST, SC, & WCO

2. The Project consists of:

Contractor to provide labor and materials necessary for the Baseball/Softball Fields Improvements project.

Work includes but is not necessarily limited to: Installation of new dugouts, replace backstop fence, and installation of bleacher pads for several sites.

For detailed scope of work, refer to drawings and specifications issued, and Specification Section 01 11 00 Summary of Work.

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s)**:**

License B – General Building Contractor

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.

5. Contract Documents will be available on or after August 16th, 2021, for review by downloading from the District's website, http://thebond.esuhsd.org/contractors-bidders/capital-purchasing/current-rfq-rfp-bids/, using the Capital Planning and Development link. In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

A. Builder's Exchange of Santa Clara County Kanani Fonseca KF@bxscco.com (408) 727 – 4000

B. Central Coast Builders Association: Shelly Verba, admin@ccbabuilds.com (831) 758-1624

6. Sealed bids will be received until 2:00p.m., October 12, 2021, either at the District Capital Purchasing Office, 830 North Capitol Avenue, San Jose, California 95133 or electronically submit via PlanetBids at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in *compliance with section 5100 et seq. of the Public Contract Code.*

7. Pursuant to Public Contract Code section 20111.5, only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned unopened to the bidder.

Pre-Qualification: Pre-qualification is a requirement for ALL contractors that will enter into a formal contract/agreement directly with East Side Union High School District. The District encourages the use of pre-qualified sub-contractors. Contractors may apply for pre-qualified status by registering and applying via PlanetBids. A link to the PlanetBids website can be found from East Side Union High School District's website. The District prefers contractors to submit their application to PlanetBids a minimum of ten (10) calendar days prior to bid opening, and prefers contractors be pre-qualified a minimum of five (5) calendar days prior to bid opening.

8. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

9. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the East Side Union High School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

10. A non-mandatory pre-bid conference and site visit will be held on September 23 ,2021 at:

9:30a.m.	Santa Teresa High School 6150 Snell Ave, San Jose, CA 95123 Sign in at Parking Lot on Santa Teresa Blvd, by the Campus Entrance
10:15a.m.	Oak Grove High School 285 Blossom Hill Rd, San Jose, CA 95123 Sign in at Parking Lot on Eagles Ln, next to the football field
11:00a.m.	Andrew Hill High School 3200 Senter Rd, San Jose, CA 95111 Sign in at Parking Lot on Senter Road, next to softball field
1:00p.m.	Silver Creek High School 3434 Silver Creek Rd, San Jose, CA 95121 Sign in at Parking Lot on Silver Creek Road, next to tennis court
1:45p.m.	William C. Overfelt High School 1835 Cunningham Ave. San Jose, CA 95122 Sign in at Parking Lot on Bermuda Way, next to the softball field
2:30p.m.	Mt Pleasant High School 1750 S White Rd, San Jose, CA 95127 Sign in at Parking Lot on Marten Avenue, next to baseball field
3:15p.m.	James Lick High School

57 N White Rd, San Jose, CA 95127
Sign in at Parking Lot on North White Road, next to tennis court

4:00p.m. Independence High School
617 N Jackson Ave, San Jose, CA 95133
Sign in at Parking Lot on North Jackson Road, next to the tennis court

4:45p.m. Piedmont Hills High School
1377 Piedmont Rd, San Jose, CA 95132
Sign in at Parking Lot on Piedmont Road next to football field

11. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.

12. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

13. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.

14. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <http://www.dir.ca.gov>.

15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.

16. The District has entered into a Project Labor Agreement that is applicable to this Project. A copy of the Project Labor Agreement is available for review by downloading from the District's website, http://thebond.esuhsd.org/contractors-bidders/capital-purchasing/project-labor-agreement/, using the Capital Planning and Development link. The successful bidder and all subcontractors will be required to agree to be bound by the Project Labor Agreement.

17. This Project is funded in whole or in part with federal funds, and therefore the Contractor shall comply with the Davis-Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. This Project is also subject to Buy American requirements.

18. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:

A. The base bid amount only.

19. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT