

**HMC ARCHITECTS  
3546 Conours Street  
Ontario, California 91764**

March 17, 2010

Group 7  
San Bernardino City Unified School District  
Modernization Projects

Bradley Elementary School Modernization - DSA #04-107962	HMC #3137106
Marshall Elementary School Modernization - DSA #04-106227	HMC #3137114
Ramona-Alessandro Elementary School Modernization - DSA #04-106133	HMC #3137117
Ramona-Alessandro Elementary School Interim Housing Port. - DSA #04-110478	HMC #3137117
Bradley Elementary School Deferred Maintenance - DSA #04-110585	HMC #3137206

**ADDENDUM NO. 5**

The following changes, additions, or clarifications have been made to the original approved project Documents and shall be incorporated in the Bidder's bid amount. The Bidder shall acknowledge receipt of the Addendum in the BID FORM. All other aspects of the work from the original Documents shall remain unchanged. In case of conflict between the Drawings and Specifications and this Addendum, this Addendum shall govern. The Bidders shall be responsible for transmitting this information to all affected subcontractors and suppliers prior to the closing of bids.

**SPECIFICATIONS FOR BRADLEY, MARSHALL AND RAMONA-ALESSANDRO  
ELEMENTARY SCHOOLS  
3137106, 3137114, 3137117, 3137206**

**NOTICE INVITING BIDS**

Item No. AD-5.1:                      Reference Bid Date Extension

A.     The Bid Date for this project has been extended to:

***"March 23, 2010, at 10:00 A.M."***

**BID FORM**

Item No. AD-5.2:                      Reference Previously Issued Addendum No. 1 & 4, Bid Form

A.     DELETE Bid Form originally issued and re-issued in Addendum No. 4. Substitute therefore Revised Bid Form hereby issued.

ADDENDUM NO. 5 - 1

San Bernardino City Unified School District  
GROUP 7 Modernization, Interim Housing and Deferred Maintenance Projects (Bid #F08-10)  
Bradley, Marshall, Ramona-Alessandro and Warm Springs Elementary Schools

**SPECIFICATIONS FOR BRADLEY, MARSHALL AND RAMONA-ALESSANDRO  
ELEMENTARY SCHOOLS  
3137106, 3137114, 3137117**

Item No. AD-5.3:                      Reference Previously Issued Addendum No. 1 & 4, Section 01 11  
14, Work Sequence and Phasing

- A.     Paragraph 1.05-A1 - **Bradley Elementary School** - The Preliminary Project Phasing Plan is as follows:

Phase 1 - Buildings A and B - 90 days  
Phase 2 - Buildings C and D - 90 days  
Phase 3 - Buildings E and F - 90 days  
Phase 4 - Buildings G and M and Sitework - 135 days

- B.     Paragraph 1.05-A2 - **Marshall Elementary School** - The Preliminary Project Phasing Plan is as follows:

Phase 1 - Building B (B1 - B12) - 90 days  
Phase 2 - Buildings C, D and E - 90 days  
Phase 3 - Building F and Sitework - 90 days  
Phase 4 - Building A - 135 days

- C.     Paragraph 1.05-A3 - **Ramona-Alessandro Elementary School** - The Preliminary Project Phasing Plan is as follows:

Phase 1 - Interim Housing Portables and Related Path-of-Travel - 45 days.  
          Improvements to gain access to Building "A" Wing  
Phase 2 - Building "B" Wing - 120 days.  
Phase 3 - Building "C" Wing, Admin. Offices and East Building "A" Wing - 120 days.  
Phase 4 - West Building "A" Wing, Library and Multi-Purpose - 90 days.  
Phase 5 - Interim Housing Removal, Exterior Painting and Misc. Sitework - 30 days.

- D.     Paragraph 1.05-A4 - **Warm Springs Elementary School**

Phase 1 - All Mechanical Systems Upgrade - 180 days.  
          Scopes of Work.

ADDENDUM NO. 5 - 2

Item No. AD-5.4:

Reference Section 09900, Painting

A. Add the following new Article:

"1.03 PRICE AND PAYMENT PROCEDURES

A. Extents of wall surfaces to be painted shall be estimated for Bid purposes as follows:

1. Interior Rooms: All paint shall be priced for walls to be painted to a vertical height of 10 feet.
2. Exterior Rooms: All paint shall be priced for walls to be painted to a vertical height of 20 feet."

**SPECIFICATIONS FOR BRADLEY ELEMENTARY SCHOOL - DEFERRED MAINTENANCE**  
**3137206**

Item No. AD-5.5:

Reference Section 09900, Painting

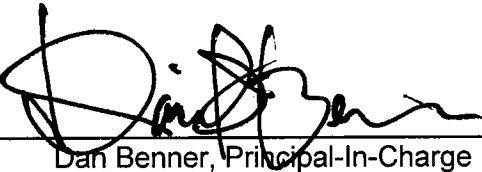
A. Add the following new Article:

"1.02 PRICE AND PAYMENT PROCEDURES

A. Extents of wall surfaces to be painted shall be estimated for Bid purposes as follows:

1. Interior Rooms: All paint shall be priced for walls to be painted to a vertical height of 10 feet.
2. Exterior Rooms: All paint shall be priced for walls to be painted to a vertical height of 20 feet."

**HMC ARCHITECTS**

By  \_\_\_\_\_  
Dan Benner, Principal-In-Charge

ADDENDUM NO. 5 - 3

**PROJECT NAME:** Group 7 Modernization, Interim Housing and Deferred Maint. Projects (Bradley, Marshall, Ramona-Alessandro and Warm Springs Elementary Schools)

**BID NUMBER:** # F08-10

**BID FORM**

**TO:** **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**, acting by and through its Governing Board, herein called the "DISTRICT."

**FROM:** \_\_\_\_\_  
(Proper Name of Bidder)

1. Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract and the Contract Documents, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the Work of the Contract, including all of its component parts, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work; the furnishing of tools, equipment, supplies, transportation, utilities, facilities, labor, superintendence and services required to perform and complete the work; bonds, insurance and submittals; and including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract, including its acceptance by the DISTRICT, for the following Project:

**PROJECT NAME: Group 7 Modernization, Interim Housing and Deferred Maint. Projects, Bradley, Marshall, Ramona-Alessandro and Warm Springs Elementary Schools (Bid #F08-10)**

2. ADDENDA

The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: *(Bidder to list all addenda)*

**Group 7 Modernization, Interim Housing and Deferred Maint. Projects, Bradley, Marshall, Ramona-Alessandro and Warm Springs Elementary Schools (Bid #F08-10)**

ADDENDUM NO. \_\_\_\_\_ DATE ISSUED \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATE ISSUED \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

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ADDENDUM NO. \_\_\_\_\_ DATE ISSUED \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

3. ALLOWANCES:

**A1 Unforeseen Site Conditions** \$100,000

Additional effort, over and above contract work, due to existing soil conditions or obstructions encountered during trenching which are not readily discernable prior to excavation.

**A2 Unforeseen Structural Repairs** \$125,000

Additional effort, over and above contract work, due to existing conditions, observable only after demolition, which require immediate repair, i.e. termite damage, dry rot, damaged bracing and repairs necessitated as a result of the certification investigation process or other. Repair will be forwarded to DSA, via field Change Directive, to document the repairs.

**A3 Unforeseen Access Compliance Repairs** \$40,000

Additional effort, over and above contract work, due to existing conditions, observable only after demolition, which require immediate repair prior to installation of Access Compliance components. Repairs will be forwarded to DSA, via Field Change Directive, to document the repairs.

**A4 Unforeseen Fire Alarm and Electrical** \$30,000

Additional effort, over and above contract work, due to existing conditions, observable only after demolition, which require immediate repair on order to install new fire alarm and electrical items. Repairs will be forwarded to DSA, via field Change Directive, to document the repairs.

**A5 Restore Contractor Lay Down Areas** \$20,000

All work associated with bringing extra lawn area at designated Contractor staging area and lay down area, back to current conditions upon completion of trailer demobilization.

4. COMBINED BASE BIDS FOR **Bradley, Marshall, Ramona-Alessandro and Warm Springs Elementary Schools**

**A. Modernizations for Bradley, Marshall, Ramona-Alessandro and Warm Springs Elementary Schools**

\$ \_\_\_\_\_

B. Allowances:

\$ 315,000

**TOTAL COMBINED BASE BID PRICE OF MODERNIZATIONS AND ALLOWANCES AT Bradley, Marshall, Ramona-Alessandro and Warm Springs Elementary Schools**

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**Total Combined Base Bid Price (Sum of A + B):**  
(Numerical Value): \$ \_\_\_\_\_

5. TIME FOR COMPLETION: The aggregate sum total work of the Contractor comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within **four hundred and five (405) consecutive calendar days**. Bidder acknowledges liability for liquidated damages in the amount as stipulated herein for each calendar day of delay.
6. DISTRICT'S RIGHT TO REJECT: It is understood that the DISTRICT reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of **One hundred and Twenty Days (120)**.
7. BID SECURITY: The required bid security in the amount of not less than ten percent (10%) of the bid is attached hereto.
8. PROPOSED SUBCONTRACTORS: The required list of proposed subcontractors is attached hereto. Bidder understands and acknowledges that all subcontractors providing goods and services in excess of \$100,000.00 must be bonded in accordance with the Subletting and Subcontracting Fair Practices Act. (Refer to Notice Inviting Bids.)
9. NONCOLLUSION AFFIDAVIT: The required notarized Bidder's Noncollusion Affidavit is attached hereto.
10. SITE VISIT CERTIFICATION: The required Site Visit Certification is attached hereto.
11. DVBE CERTIFICATION: The required Certification of Compliance with DVBE Policy is attached hereto.
12. CRIMINAL BACKGROUND CHECK CERTIFICATION: The required Criminal Background Check Certification will be submitted prior to Contractor commencing work on the project in accordance with the Notice Inviting Bids.
13. FAITHFUL PERFORMANCE AND PAYMENT BOND: It is understood and agreed that if written notice of the acceptance of this bid is mailed, FAXED, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a fully executed Form of Agreement (Contract) in the form attached hereto in accordance with the bid as accepted, and that it will also furnish and deliver to the DISTRICT six (6) executed copies of a Faithful Performance Bond and a separate Payment Bond as specified, and Certificates of Insurance, all within ten (10) calendar days after receipt of notification of the acceptance.

Bidder further agrees that the work under the Contract will be commenced by the Bidder, if awarded the Contract, on the date to be stated in the DISTRICT's "Notice to Proceed" and will be completed within the time specified in the Contract documents.

14. PROPER ADDRESS: Notice of Award of Contract or other correspondence should be addressed to the undersigned at the address stated below.

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15. NAME(S) OF PRINCIPALS: Principals of the Bidder's company are:

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(IMPORTANT NOTICE: If Bidder is a corporation, state legal name of corporation, as well as names of the president, secretary treasurer, and general manager thereof; if a partnership, state true name of firm, also names of all individual partners composing firm; if an individual, state full name.)

16. The undersigned bidder declares that the bidder is licensed in the State of California as required by the Business and Professional Code in accordance with the act providing for registration of Contractors and the documentation of licensure is as follows:

	License No.	Classification	Expiration Date
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

If the bidder is a joint venture, each member of the joint venture must include the above information.

Bidder certifies that the above-mentioned license(s) entitle(s) Bidder to provide the work required by the Contract, that such license will be in full force and effect throughout the duration of work under this Contract, and that any and all subcontractors to be employed for the work will have appropriate licenses.

17. FORFEITURE OF SECURITY: In the event the Bidder to whom the Notice of Award of Contract is given fails or refuses to post the required bonds and return executed copies of the Form of Agreement with all required attachments within ten (10) calendar days from the date of the Notice of Award, the DISTRICT may declare the Bidder's bid deposit or bond forfeited as liquidated damages.
18. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST IN CAUSES OF ACTION: Pursuant to Section 4552 of the Government code, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
19. IRCA: The bidder hereby certifies that it is, and at all times during the performance of work hereunder will be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
20. FINANCIAL STATEMENTS: It is understood and agreed that if requested by the DISTRICT, the Bidder will furnish a notarized financial statement, references and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work of the Contract.
21. LIQUIDATED DAMAGES: The undersigned hereby warrants that all work shall be completed as soon as practicable but not later than **four hundred and five (405) consecutive calendar days** from the date specified on the Notice to Proceed issued by the DISTRICT. Time is of the essence. The undersigned agrees that failure to complete the work or any scheduled activity within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **ONE THOUSAND DOLLARS (\$ 1,000.00)**.
22. CHANGE ORDER REQUESTS: Bidder understands and agrees that all change order requests must be submitted in the form set forth in the Contract Documents. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed by the Conditions of the Contract. Indirect costs, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized by the Contract Conditions will not be allowed.

The undersigned declares and certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Name of Corporation, Joint Venture, Partnership or Sole Proprietorship

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Proper Names of Bidder Empowered to Sign On Behalf of the Corporation, Joint Venture, Partnership or Sole Proprietorship

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Signature of Bidder (If more than one is required)

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her name and signature shall be placed above. If the bidder is a Joint Venture all individuals empowered by the Joint Venture Agreement must sign.

**ATTACHMENTS TO BE COMPLETED AND SUBMITTED BY BIDDER:**

***To be submitted with Bid Form. Refer to Notice Inviting Bids.***

1. Bidder's Noncollusion Affidavit
2. Site Visit Certification
3. Certification of Compliance with DVBE Policy
4. Proposed Subcontractors
5. Bid Bond Form
6. Bidder References and Responsibility Information
7. NOT USED
8. Local Business Outreach Program Registration Form, (Voluntary, Not Required with Bid Submission)

***To be Submitted with Executed Contract (Agreement) by Successful Bidder.***

1. Certificate Regarding Worker's Compensation
2. Drug-Free Work Place Certification
3. Statement of Intent to Meet DVBE Participation Goal
4. Faithful Performance Bond Form
5. Payment Bond Form
6. Vendor Tax Information
7. Certification of Non-Utilization of Asbestos Material
8. General Contractor Information
9. Contractor Prevailing Wage Compliance Certification
10. Guarantee
11. Criminal Records Checks Certification Forms