



Business Services

Contracts Office

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ADDENDUM NO. 1

Date: January 26, 2018

Issued by: Sacramento City Unified School District

Project: H.W. Harkness Outdoor Learning Space

You are hereby notified of the following changes, clarifications, or modifications to the original Contract Documents, Specifications, and Drawings. This Addendum shall supersede the original project documents, and shall take precedence over anything to the contrary therein. All Addenda shall be acknowledged in the Bid Form. Failure to do so may result in disqualification of the bid. All other conditions remain unchanged.

- A. A new **Bid Form and Proposal** is attached to include Alternates 1 and 2. These forms replace pages 23-26 of the Bid Instructions packet. The full Bid Instructions packet available online has been updated.

END OF ADDENDUM NO. 1

BID FORM AND PROPOSAL

Sacramento City Unified School District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

ACKNOWLEDGEMENT OF GENERAL CONDITIONS

The General Conditions and definitions therein are accessible on the SCUSD website at www.scusd.edu/construction-projects and are an integral part of the Contract Documents. The Contractor shall not disclaim knowledge of the meaning and effect of any term or provision of these General Conditions, and Supplemental Conditions, if any, and agrees to strictly abide by their meaning and intent. In the event the Contractor fails to initial this acknowledgement, the District shall have the right to reject the Bid.

CONTRACTOR'S INITIALS: _____

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, tools, transportation, services and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 0139-409,

PROJECT: H.W. Harkness Outdoor Learning Space

and will accept in full payment for that Work the following total lump sum amount, all taxes included:

A.	_____ Dollars	\$ _____
	BASE BID	
B.	_____ Dollars	\$ _____
	ALLOWANCE	
C.	_____ Dollars	\$ _____
	TOTAL BID	

Additive Alternates:

Alternate #1

_____ Dollars	\$ _____
Additive	
ALL SHRUBS AND BARK MULCH. CONTRACTOR TO STILL AMEND THE SOIL, FINISH GRADE, AND PREP IT FOR PLANTING.	

Alternate #2

_____ Dollars	\$ _____
Additive	
NEW BROOM FINISH CONCRETE BETWEEN THE KINDERGARTEN FENCING AND THE WALKWAY ADJACENT TO GRADES 1-3.	

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

- 56. **Allowance.** The Bidder’s Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

- 57. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
- 58. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
- 59. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
- 60. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
- 61. 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 ninety (90) days.

62. The following documents are attached hereto:

- Bid Bond on the District's form or other security
- Designated Subcontractors List
- Site-Visit Certification
- Non-Collusion Declaration

Receipt and acceptance of the following addenda is hereby acknowledged:

No. ____, Dated _____	No. ____, Dated _____
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63. Bidder acknowledges that the license required for performance of the Work is a B-General Building license.
64. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
65. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
66. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
67. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
68. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
69. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____, 2018

Name of Bidder _____

Type of Organization _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT