



**ADDENDUM # 1
BID 2024-21-134B**

**PREFABRICATED BUILDINGS –
SURFSIDE EDUCATIONAL ACADEMY MODERNIZATION**

The following changes, additions, deletions, clarifications, or corrections shall become part of the Bid Documents for the above-listed project. This Addendum #01 forms a part of the bid document and modifies the original documents.

Addendum #01 MUST Be acknowledged on the Bid Form. Failure to do so may subject response to disqualification.

Oceanside Unified School District	Program Management: CCM/MAAS
RFP 2024-21-134B – Prefabricated Buildings Surfside Educational Academy Modernization	Program Manager: Fred Parker

DOCUMENTS RE-ISSUED:

1. NOTICE TO BIDDERS (Re-Issued)
2. INSTRUCTIONS TO BIDDERS (Re-Issued)

END OF ADDENDUM #1

1. NOTICE TO BIDDERS (Addendum # 1)

1. Notice is hereby given that the Board of Education of the Oceanside Unified School District (“District”), of the County of San Diego, State of California, will receive sealed bids for Prefabricated Buildings – Surfside Educational Academy Project (“Project”) up to, but not later than, Thursday, July 25, 2024, at 2:00 PM, and will thereafter publicly open and read aloud the bids. All bids shall be received at the District Office, Bond Construction Management Office located at 2111 Mission Ave. Oceanside, CA 92058.
2. Each bid shall be completed on the Bid Proposal Form included in the Contract Documents, and must conform and be fully responsive to this invitation, the plans and specifications and all other Contract Documents. Copies of the Contract Documents are available on the district website or by contacting Emmanuel Lopez at emmanuellopez@maasco.com.
3. Each bid shall be accompanied by cash, a cashier’s or certified check, or a bidder’s bond executed by a surety licensed to do business in the State of California as a surety, made payable to the District, in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder to whom the contract is awarded will execute the Contract Documents and will provide the required payment and performance bonds and insurance certificates within ten (10) days after the notification of the award of the contract.
4. This is a public works project and the successful bidder shall comply with the provisions of the Labor Code pertaining to payment of the generally prevailing rate of wages and apprenticeships or other training programs. The Department of Industrial Relations has made available the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract, including employer payments for health and welfare, pension, vacation, apprenticeship, and similar purposes. Copies of these prevailing rates are available to any interested party upon request and are online at <http://www.dir.ca.gov/DLSR>. The Contractor and all subcontractors shall pay not less than the specified rates to all workers employed by them in the execution of the Contract. It is the Contractor’s responsibility to determine any rate change.
5. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.
6. The substitution of appropriate securities in lieu of retention amounts from progress payments in accordance with Public Contract Code § 22300 is permitted.
7. Pursuant to Public Contract Code § 4104, each bid shall include the name, license number, and location of the place of business of each subcontractor who shall perform work or service or fabricate or install work for the contractor in excess of one-half of one percent (0.5%) of the bid price. The bid shall describe the type of the work to be performed by each listed subcontractor.
8. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening for bids except as provided by Public Contract Code § 5100 et seq. The District reserves the right to reject any and all bids and to waive any informalities or irregularities in the bidding.
9. Minority, female, and disabled veteran contractors are encouraged to submit bids.
10. The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with Labor Code § 1771.1, all bidders, contractors and

subcontractors working at the site shall be registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided to all such contractors prior to the commencement of any work.

11. Each bidder must possess at the time the bid is awarded the following classifications of California State Contractor's license: B – General Building Contractor

The Contractor's California State License number shall be clearly stated on the bidder's proposal.

12. The Board of Education has not found that the Project is substantially complex and therefore requires a standard retention amount of only five percent (5%).
13. Non-Mandatory Bidders' Conference and Site Walk. A bidders' conference and site walk in compliance with Public Contract Code § 6610 will be held at Surfside Educational Academy, 1125 Ditmar Street, Oceanside, CA 92054 on Tuesday, July 9, 2024, at 2:30 PM for the purpose of acquainting all prospective bidders with the Contract Documents and the Project site. Failure to attend the conference may result in the disqualification of the bid of the non-attending bidder.
15. A payment bond is required for a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000). Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount, are required, and shall be provided to the District prior to execution of the Contract and shall be in the form set forth in the Contract Documents. All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120.

By: Oceanside Unified School District, Bond Construction Management Office
2111 Mission Ave. Oceanside, CA 92058
Attn: Emmanuel Lopez [Email: emmanuellopez@maasco.com](mailto:emmanuellopez@maasco.com)

DATED: Thursday, May 30, 2024

Original Publication Date: June 3, 2024 and The Daily Journal
Re-Publication Date: June 26, 2024 and The Daily Journal

Notice sent to the following contractor trade journals in compliance with Public Contract Code §§ 22036, 22037:

The Daily Journal and sent May 31, 2024

2. INSTRUCTIONS TO BIDDERS (Addendum # 1)

Each bid submitted to the Oceanside Unified School District (“District”) for the Prefabricated Buildings – Surfside Educational Academy Project (“Project”) shall be in accordance with the following instructions and requirements, which are part of the Contract Documents for this Project.

1. Deadline For Receipt of Bids. Each bid shall be sealed and submitted to the Bond Office no later than Thursday, July 25, 2024, at 2:00 PM. The District suggests that bids be hand delivered in order to ensure their timely receipt. Any bids received after the time stated, regardless of the reason, shall be returned, unopened, to the bidder.
2. Schedule of Events.

Event	Dates
Publish Bid Documents	Wednesday, June 26, 2024
1 st Published Advertisement	Wednesday, June 26, 2024
2 nd Published Advertisement	Wednesday, July 3, 2024
Non-Mandatory Site Visit at Surfside Educational Academy	Tuesday, July 9, 2024
Requests for Clarifications to the Bid Documents Due	Friday, July 12, 2024
Responses to Requests for Clarifications Sent	Wednesday, July 17, 2024
Responses to the Bid Documents Due	Thursday, July 25, 2024
District Sends Out Notice of Intent to Award	Friday, July 26, 2024
District Ratifies Project Award at 8/13 Board Meeting	Tuesday, August 13, 2024
Notice of Award – Anticipated	Tuesday, August 20, 2024
Notice to Proceed – Anticipated	Friday September 6, 2024

3. Non-Mandatory Bidders’ Conference and Site Walk. A bidders’ conference and site walk will be held on Tuesday, July 9, 2024, at 2:30 PM, for the purpose of acquainting all prospective bidders with the Contract Documents and the Project site.
4. Requests for Information. A bidder’s failure to request clarification or interpretation of an apparent error, inconsistency or ambiguity in the Contract Documents waives that bidder’s right to thereafter claim entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject only to the limitations of Public Contract Code § 1104. To the fullest extent permitted by law District expressly disclaims responsibility for assumptions a bidder may draw from the presence or absence of information in the bid documents. Any questions relating to the bid shall be in writing and directed to the Purchasing Department at the address specified for receipt of bid proposals. These requests shall be submitted to the District at least seven (7) working days prior to the date the bid is due.

5. Bid Proposal Forms. All bid proposals shall be made on the form provided by the District. All items on the form shall be filled out in ink. Numbers should be stated in figures, and the signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures.
6. Execution of Forms. Each bid shall give the full business address of the bidder and must be signed by the bidder or bidder's authorized representative with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid. All bids must include the bidder's contractor license number(s) and expiration date(s).
7. Bid Security. Bid proposals shall be accompanied by a certified or cashier's check or bid bond for an amount not less than ten percent (10%) of the bid amount payable to the District. A bid bond shall be secured from an admitted surety company, licensed in the State of California, and satisfactory to the District. The bid security shall be given as a guarantee that the bidder will enter into the Contract if awarded the work, and in the case of refusal or failure to enter into the Contract within ten (10) calendar days after notification of the award of the Contract or failure to provide the payment and performance bonds and proof of insurance as required by the Contract Documents, the District shall have the right to award the Contract to another bidder and declare the bid security forfeited. The District reserves the right to pursue all other remedies in law or equity relating to such a breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, may result in rejection of the bid.
8. Withdrawal of Bid Proposals. Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of sixty (60) days after the opening of bids, except as permitted pursuant to Public Contract Code § 5103.
9. Addenda or Bulletins. The District reserves the right to issue addenda or bulletins prior to the opening of the bids subject to the limitations of Public Contract Code § 4104.5. Any addenda or bulletins issued prior to bid time shall be considered a part of the Contract Documents.
10. Bonds. The successful bidder shall be required to submit payment and performance bonds as specified in and using the bond forms included with the Contract Documents. All required bonds shall be based on the maximum total contract price as awarded, including additive alternates, if applicable.
11. Rejection of Bids and Award of Contract. The District reserves the right to waive any irregularities in the bid and reserves the right to reject any and all bids. The Contract will be awarded, if at all, within sixty (60) calendar days after the opening of bids to the lowest

responsible and responsive bidder, subject to Board of Education approval. The time for awarding the Contract may be extended by the District with the consent of the lowest responsible, responsive bidder.

12. Execution of Contract. The successful bidder shall, within ten (10) calendar days of the Notice of Award of the Contract, sign and deliver to the District the executed contract along with the bonds and certificates of insurance required by the Contract Documents. In the event the successful bidder fails or refuses to execute the Contract or fails to provide the bonds and certificates as required, the District may declare the bidder's bid deposit or bond forfeited as liquidated damages, and may award the work to the next lowest responsible, responsive bidder, or may reject all bids and, in its sole discretion, call for new bids. In all cases, the District reserves the right, without any liability, to cancel the award of Contract at any time prior to the full execution of the Contract.
13. Drawings and Specifications. All drawings, specifications and other documents used or prepared during the project shall be the exclusive property of the District.
14. Evidence of Responsibility. Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's availability to perform the Contract and any other required evidence of the bidder's qualifications and responsibility to perform the Contract. The District may consider such evidence before making its decision to award the Contract. Failure to submit requested evidence may result in rejection of the bid.
15. Taxes. Applicable taxes shall be included in the bid prices.
16. Bid Exceptions. Bid exceptions are not allowed. If the Bidder has a comment regarding the bid documents or the scope of work, the Bidder shall submit those comments to the District for evaluation at least five working days prior to the opening of the bids. No oral or telephonic modification of any bid submitted will be considered and a sealed written modification may be considered only if received prior to the opening of bids. Emailed or faxed bids or modifications will not be accepted.
17. Discounts. Any discounts which the bidder desires to provide the District must be stated clearly on the bid form itself so that the District can calculate the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible responsive bidder.
18. Quantities. The quantities shown on the plans and specifications are approximate. The District reserves the right to increase or decrease quantities as desired.
19. Prices. Bidders must quote prices F.O.B. unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately.
20. Samples. On request, samples of any products being bid shall be furnished to the District.

21. Substitutions. In describing any item, the use of a manufacturer or brand does not restrict bidding to that manufacturer or brand, but is intended only to indicate quality and type of item desired, except as provided in Public Contract Code § 3400. Substitute products may be considered either prior to or after the award of the Contract in accordance with § 3400 and as set forth in either the Special Conditions or the Specifications. All data substantiating the proposed substitute as an “equal” item shall be submitted with the written request for substitution. The District reserves the right to make all final decisions on product and vendor selection.
22. Container Costs and Delivery. All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing, and labeling. Packages shall be so constructed to ensure safe transportation to the point of delivery.
23. Bid Negotiations. A bid response to any specific item of the bid using terms such as “negotiable,” “will negotiate,” or similar phrases, will be considered non-responsive.
24. Prevailing Law. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. All equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law, including, but not limited to, Labor Code §§ 1771, 1778 and 1779.
25. Allowances. An “allowance” means an amount included in the bid proposal for work that may or may not be included in the Project, depending on conditions that will become known only after the Project is underway.
26. Subcontractors. Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§ 4100 et sq., every bidder shall, on the enclosed Subcontractor List Form, set forth:
 - a. The name, license number, and location of the place of business of each Subcontractor who will perform work or labor or render service to the bidder in or about the work or fabricate and install work in an amount in excess of one-half of the one percent (0.5%) of the bidder’s total bid.
 - b. If the bidder fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent (0.5%) of the bidder’s total bid, bidder agrees that bidder is fully qualified to and shall perform that portion of the work. The successful bidder shall not, without the written consent of the District or compliance with Public Contract Code §§ 4100 et seq., either:
 - 1) Substitute any person as Subcontractor in place of the Subcontractor designated in the original bid;

- 2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original Subcontractor listed in the bid; or
 - 3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the total bid as to which the bidder's original bid did not designate a Subcontractor.
27. Examination of Contract Documents and Work Site. Before submitting a bid proposal, all bidders shall carefully examine the Contract Documents, including the plans and specifications, shall visit the site of the proposed work, and shall fully inform themselves of all conditions in and about the work site, as well as applicable federal, state and local laws and regulations that may affect the work. No bidder shall visit the site without prior authorization of the District. Bidders shall contact Purchasing Department designee for coordination of site visits.
28. Form and Approval of Contract. The Contract Documents must be approved by the Board of Education of the District and its legal counsel. The bidder selected by the District shall execute the contract provided by the District.
29. Licenses and Permits. Each bidder shall at all times possess all appropriate and required licenses or other permits to perform the work as identified in the Contract Documents. Upon request, each bidder shall furnish the District with evidence demonstrating possession of the required licenses or permits.
30. Denial of Right to Bid. Contractors or Subcontractors who have violated state law governing public works shall be denied the right to bid on this public works contract pursuant to Labor Code § 1777.7.
31. Bidders Interested in More Than One Bid. No person, firm, or corporation shall make, or file, or be interested in more than one bid. However, a person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or from submitting a prime proposal.
32. Contractor's State License Board. Contractors and Subcontractors are required by law to be licensed and regulated by the California Contractors' License Board.
33. Fingerprinting. By law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code § 45125.2, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity to the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others.

34. Labor Compliance Monitoring. The Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with Labor Code § 1771.1, all bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided to all such contractors prior to the commencement of any work.

35. Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public Contract Code § 20103.8, if the bid solicitation includes additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid:

X (a) The lowest bid shall be the lowest bid price on the base contract and District controlled allowance without consideration of the prices on the additive or deductive items.

_____ (b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Proposal Form as being used for the purpose of determining the lowest bid price.

_____ (c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the District before the first bid is opened.

_____ (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or the proposed Subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible bidder, the District retains the right to add to or deduct from the Contract any of the items included in the bid solicitation.

36. Public Records Act. Responses to the Bid Documents will become the property of the District and subject to the California Public Records Act, Government Code sections 6250, et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Any responses that indiscriminately identify all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked “Confidential,”

“Proprietary,” or “Trade Secret,” each respondents agrees, by submission of its response for the District’s consideration, to defend and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.

37. Quality. All equipment and materials used in the installation should be new. Used, refurbished, or repurposed equipment or material will not be acceptable.
38. Bid Protest. Any bid protest must be in writing and received by the District Office before 5:00 p.m. no later than five (5) calendar days following the issuance of a Notice of Intent to Award the bid, and shall comply with the following requirements:
 - a. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation.
 - b. The party filing the protest must have actually submitted a bid for the Project. A Subcontractor of a bidder submitting a bid for the Project may not submit a bid protest. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
 - c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.
 - d. The protest must include the name, address and telephone number of the person representing the protesting bidder.
 - e. The bidder filing the protest must concurrently transmit a copy of the bid protest and all supporting documentation to all other bidders with a direct financial interest which may be affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District before 5 p.m. no later than two (2) working days after the deadline for submission of the bid protest or receipt of the bid protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted by the responding party concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - g. The procedure and time limits set forth in this section are mandatory and are the bidder’s sole and exclusive remedy in the event of bid protest. By submitting a bid each bidder agrees that failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

- h. If the District determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards by the District.
- i. A “working day” for purposes of this section means a weekday during which the District’s office is open and conducting business, regardless of whether or not school is in session.