November 18, 2021
Addendum No. 2
Bid No. 2082: Re-Asphalt, Seal Coat and Striping of N. Drive, W. Road, Canyon Dr., and Circle Dr. Project.

To: All Prospective Bidders

THE FOLLOWING REVISIONS AND/OR CLARIFICATIONS SHALL BE MADE TO THE IFB REQUIREMENTS AND CONTRACT DOCUMENTS. BIDDER TO REVISE AND AMEND THE DOCUMENTS TO BE SUBMITTED FOR THE ABOVE-NAMED PROJECT IN ACCORDANCE WITH THIS ADDENDUM.

The Addendum consists of the following change(s):

A. **See enclosed the revised Exhibit A - Statement of Work (updated November 18, 2021).**

B. **Instruction for Bidders, Article 23.G “Bid Award Considerations” is revised as follows:**

A. Bid Award Considerations. Pursuant to Section 20103.8 of the California Public Contracts Code, the following method, as indicated by an “X” mark in the box associated with the statement, shall be used to determine the order of bidders, from lowest to highest. Please note that this method is used to calculate the bids and does not address issues of responsiveness or responsibility:

( ) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

(X) 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 as being used for the purpose of determining the lowest bid price.

( ) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items 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 local agency before the first bid is opened.
The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined (Blind Bidding).

A responsible bidder who has submitted the lowest bid as determined by this section shall be awarded the Contract, if it is awarded.

Except for the alternates, the bid price shall be the final bid price which will not be amended regardless of the plan check review comments received from the Division of State Architect (“DSA”). Once the lowest responsible bidder has been selected, the District may determine to add to or deduct from the Contract any of the additive or deductive items.

This Article does not preclude the District from adding to or deducting from the Contract any of the additive or deductive items after the lowest responsible bidder has been determined.

C. Bidder shall use the enclosed revised Bid Proposal (updated November 18, 2021).

Contractor to acknowledged receipt of this Addendum in their Bid Proposal.

END OF ADDENDUM NO. 02
Exhibit A  
Bid No. 2082  
Statement of Work

A. Project:

Re-Asphalt, Seal Coat and Striping of N. Drive, W. Road, Canyon Dr. and Circle Dr. Project.

B. Scope:

1. North Drive [marked as Deductive Alternate in Bid Proposal form]
   
   1.1 Scope for North Drive is changed:

   FROM: Point A (Circle Drive/North Drive) to Point B (North Drive to Workman Mill Road).
   TO: Point C (Speed Bump before the Tunnel) to Point D (Lot 2A/North Drive).

   NOTE: See Appendix A-1.

   1.2 Work will be done on the right lane of North Drive (facing parking lots 2 to 5).

   NOTE: See Appendix A-1.

   1.3 Remove Approx. 30,000 sq./ft. of badly damaged asphalt to a total depth of four (4) inches; (possible petromat in this area);
   1.4 Re-Grade and compact paving area approx. 30,000 sq./ft.;
   1.5 Re-Pave Approx. 30,000 sq./ft. with four (4) inches hot mix asphalt. Roll and Compact (asphalt to be used is Fine 1/2” PG 64-10);
   1.6 Re-Stripe Per Existing Layout;
   1.7 Install speed bumps in existing locations; and
   1.8 Use Yellow Acrylic Traffic paint.

2. West Road

   2.1 Remove Approx. 42,000 sq./ft. of badly damaged asphalt to a total depth of four (4) inches; (possible petromat in this area)
   2.2 Re-Grade and compact paving area approx. 42,000 sq./ft.;
   2.3 Re-Pave Approx. 42,000 sq./ft. with four (4) inches hot mix asphalt. Roll and Compact;
   2.4 Repair Approx. 100 ft of damaged curb and gutter (asphalt to be used is Fine 1/2” PG 64-10);
   2.5 Re-Stripe Per Existing Layout;
   2.6 Install speed bumps in existing locations; and
   2.7 Use Yellow Acrylic Traffic paint.

3. Canyon Drive

   3.1 Remove Approx. 49,400 sq./ft. of badly damaged asphalt to a total depth of four (4) inches; (possible petromat in this area);
   3.2 Re-Grade and compact paving area approx. 49,400 sq./ft.;
   3.3 Re-Pave Approx. 49,400 sq./ft. with four (4) inches hot mix asphalt. Roll and Compact
Exhibit A - Statement of Work

Re-Asphalt, Seal Coat and Striping of
N. Drive, W. Road, Canyon Dr. and Circle Dr. Project
(updated November 18, 2021)

(asphalt to be used is Fine 1/2” PG 64-10);

3.4 Re-Stripe Per Existing Layout;
3.5 Install speed bumps in existing locations; and
3.6 Use Yellow Acrylic Traffic paint.

4. Circle Drive (Between CDC and Lot C)

4.1 Remove Approx. 10,300 sq./ft. of badly damaged asphalt to a total depth of four (4) inches;
(possible petromat in this area)
4.2 Re-grade and compact paving area approx. 10,300 sq. ft.;
4.3 Re-Pave Approx. 10,300 sq./ft. with four (4) inches hot mix asphalt. Roll and Compact
(asphalt to be used is Fine 1/2” PG 64-10);
4.4 Re-Stripe Per Existing Layout;
4.5 Install speed bumps in existing locations; and
4.6 Use Yellow Acrylic Traffic paint.

5. Circle Drive (Between Lot A and Lot H) [marked as Deductive Alternate in the Bid Proposal form]

5.1 Remove Approx. 17,400 sq./ft. of badly damaged asphalt to a total depth of four (4) inches;
(possible petromat in this area)
5.2 Re-grade and compact paving area approx. 17,400 sq. ft.; and
5.3 Furnish and install up to 4” of hot mix asphalt, compact approx. 17,400 sq. ft.
5.4 Re-Stripe Per Existing Layout; and
5.5 Use Yellow Acrylic Traffic paint.

NOTES:

a) Contractor’s job generated trash, debris and soil to be hauled away from the property.
b) Contractor to provide Sanitation Station.
c) It is imperative that the Contractor be willing to work with the District to coordinate working days.

C. Period of Performance:

1. One hundred twenty (120) calendar days from Notice to Proceed.

Notes:

A. For B.1 and B.5 the work will be coordinated with the District’s Director of Facilities.
B. For B.2 and B.3 the work should be scheduled to be done during Spring Break (March 26 to April 3, 2022).
C. For B.4 the work should be scheduled only during Fridays and Saturdays.

Cl. Contractor Work Days/Work Hours:

Monday through Friday: 6:00 am - 7:00 pm
Saturday and Sunday: 6:00 am - 7:00 pm
E. Special Conditions:

1. The following are required prior to start of Work if marked with an “X”.

<table>
<thead>
<tr>
<th></th>
<th>Performance Bond</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Payment Bond</td>
<td></td>
</tr>
<tr>
<td></td>
<td>DIR Registration (if required under SB 854/SB 96)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Non-Collusion Affidavit</td>
<td></td>
</tr>
</tbody>
</table>

Subcontractor (including lower tier subcontractor) [if required under SB 854/SB 96]

<table>
<thead>
<tr>
<th>Name</th>
<th>DIR No.</th>
<th>License No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Unless exempted by the DIR under SB 96, Contractor shall ensure that it’s subcontractor(s) (including lower tier subcontractors) are registered with the DIR prior to start of Work.

Note: Per Labor Code 1725.5, DIR registration is not required for all public works projects that do not exceed:

a) $25,000 for new construction, alteration, installation, demolition or repair  
b) $15,000 for maintenance

3. If Contractor and subcontractor(s) (including lower tier subcontractors) are exempt from DIR registration per SB 96 for this Project, Contractor and subcontractor(s) (including lower tier subcontractors) shall prepare Certified Payroll Records (CPRs) and retain for three (3) years from end of project whether or not CPRs are submitted to the District.

4. Contractor shall not be given any time extension or additional adjustment to the contract amount if the DIR issues a stop order to Contractor’s subcontractor(s) including lower tier subcontractors for not being registered with the DIR.

5. Contractor shall guarantee all labor and materials used in performance of this Contract for a period of 365-days from date of acceptance by the District.

6. California State Tax Withholding for NON-Residents of California:

It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars ($1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California.
Exhibit A - Statement of Work

Re-Asphalt, Seal Coat and Striping of N. Drive, W. Road, Canyon Dr. and Circle Dr. Project (updated November 18, 2021)

through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

7. Division of State Architect:

(X) The work specified herein is not subject to the regulation of the Division of the State Architect (DSA) but should comply with Title 24 of the California Code of Regulations, known as California Building Standards Code.

( ) The work specified herein is subject to the regulation of the Division of the State Architect (DSA).

8. Allowance:

A. An allowance (owner’s contingency) in the amount of $00.00 shall be added by the Contractor to the submitted Base Bid Amount and shall be part of the contract amount.

B. The owner’s contingency will be utilized by the District during construction to pay for scope changes requested by the District or for unforeseen conditions or other circumstances which ordinarily would be processed and paid for as a Change Order. The owner’s contingency does not eliminate the need for Change Orders where the change requires documentation in the form of a Change Order; however, it does provide a mechanism for prompt payment of changes to the Contract. The Contractor may not bill against the owner’s contingency until and unless approval is obtained to do so from the District’s Project Manager. Any unused portion of the owner’s contingency shall be credited to the District.

9. District’s Project Manager:

Mario Gaspar
Director of Facilities
Phone: (562) 908-3441
Cell: (909) 371-9197
Email: mgaspar@riohondo.edu

10. On-Site Parking:

No Contractor employee parking will be allowed on site except in designated areas authorized by the District. The District shall not be responsible for any vandalism, damage or theft to employee vehicles.
BID PROPOSAL

TO:      RIO HONDO COMMUNITY COLLEGE DISTRICT, a California Community College District, acting by and through its Board of Trustees (“District”), 3600 Workman Mill Road, Whittier, California 90601.

FROM: ____________________________

(Name of Bidder as listed on License)

______________________________

(Address)

______________________________

(City, State, Zip Code)

______________________________

(Telephone)

______________________________

(Fax)

______________________________

(Email)

(Name(s) of Bidder's Authorized Representative(s) & Title)

1.0 Bid Proposal.

A. Bid Proposal Amount. Pursuant to and in compliance with the Invitation for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for the Project described as:

Bid No. 2082: Re-Asphalt, Seal Coat and Striping of N. Drive, W. Road, Canyon Dr. and Circle Dr. Project

I. Base Bid: __________________

Note: Base Bid shall be inclusive of Deductive Alternate costs [see item 1.0(C) below].
II. Allowance: $00.00

for the sum of (Base Bid plus Allowance):

Bid Amount: $____________________________________________

(Total Bid Amount in Figures)

______________________________________________________

(Total Bid Amount in Words)

B. Acknowledgment of Bid Addenda. In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

_____ No Addenda Issued
(initial)

_____ Addenda Nos. _________________ received, acknowledged and (initial) incorporated into this Bid Proposal.

C. Alternate Bid Items. The Bidder’s price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal included herewith. The Bidder acknowledges that the award of the Contract, if at all, shall be in accordance with the Instructions for Bidders.

The following are Deductive Alternate(s) which the Bidder shall submit costs for.

If Bidder’s Bid Proposal is deemed the lowest responsible and responsive bid and in the event the Bidder’s Bid Amount exceeds the funds available, the District reserves the right to consider any or all of the Deductive Alternates below to be deducted from the Base Bid.

If Bidder did not include the Deductive Alternate costs below in the Base Bid [see item 1.0(A) above], Bidder’s Bid Proposal shall be deemed Non- Responsive.

1. North Drive : $ ________________

2. Circle Drive (between Lot A and Lot H): $ ________________

2.0 Notices. All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

3.0 Contractor’s License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following:
License Number: ____________________

Class ______ Expiration Date ______ Class ______ Expiration Date ______
Class ______ Expiration Date ______ Class ______ Expiration Date ______

By executing this Bid Proposal, the Bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

5.0 Confirmation of Figures. By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

6.0 Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder’s failure to comply with applicable law in this regard.

By: ________________________________
(Signature)

(Corporate Seal)

____________________________________
(Typed or Printed Name of Bidder’s Authorized Representative)

Title: ________________________________

END OF SECTION
Appendix A-1: North Drive