

ADDENDUM TO RFP DOCUMENTS

	ADDENDUM #01
	Project: Solano Community College District Building 1200 Production Drapery and Lighting Project (Project #17-004)
	Date: February 3, 2017

The following clarifications are provided based on questions received or changes in District requirements and must be added/considered when completing your submittal: Acknowledgement of receipt of this **ADDENDUM** is required in the proposal's cover letter of introduction. Please clearly note the addendum date and number.

ITEM:

ITEM NO. 1 – Revision to Section 00 11 16 Notice to Bidders

Revisions include:

- Bid Date change to February 23, 2017.
- Requirements and information for submission of technical pre-bid questions.
- Second mandatory pre-bid conference scheduled for February 9, 2017 at 2:00pm. Second mandatory pre-bid conference shall be optional for those that attended pre-bid conference on January 27, 2017 (sign-in sheet from meeting is attached below).

See attached Section 00 11 16 Notice to Bidders, which shall supersede all other versions provided.

ITEM NO. 2 – Revision to Section 00 21 13 Instructions to Bidders

Revisions include:

- Change to requirement for submitting pre-bid questions to eight (8) days prior to bid opening.
- Change to requirement for submitting substitution requests, including supplemental information needed to evaluate, to ten (10) days prior to bid opening.

See attached Section 00 21 13 Instructions to Bidders, which shall supersede all other versions provided.

ITEM NO. 3 – Revision to Section 00 73 13 Special Conditions

Revisions include:

- Change to requirement for submitting substitution requests, including supplemental information needed to evaluate, to ten (10) days prior to bid opening.

See attached Section 00 73 13 Special Conditions, which shall supersede all other versions provided.

ITEM NO. 4 – Revision to Section 11 61 43 Stage Draperies - Drapery Schedule

Revisions include:

- Change to the Drapery Schedule, included as an appendix to Section 11 61 43 Stage Draperies, to include installation and locations as indicated. No other changes to the specification are required. See the attached Drapery Schedule, which shall supersede all other versions provided.



SOLANO

COMMUNITY COLLEGE



**Solano Community College District
Capital Improvement Program**

360 Campus Lane, Suite 203, Fairfield, CA 94534

**MANDATORY PRE-BID MEETING
SIGN-IN SHEET**

Phone: (707) 864-7189

PLEASE WRITE CLEARLY AND PLEASE LEAVE A BUSINESS CARD

DATE: 1/27/17
PLACE: Solano Community College District
Building 1200 (Performing Arts Building)

PROJECT: Bldg 1200 Production Drapery & Lighting Project (17-004)

TIME: 10:00 AM

Print Name	Company / Firm	Phone No.	Email Address
Steve Odehnal	Sacramento Theatrical Lighting	916-447-3258	steveo@stlltd.com
John Ehlman	Sacramento Theatrical Lighting	916-447-3258	jonny@stlltd.com
Todd Fouyer	Musson Theatrical	408-986-0210	tfouyer@musson.com
Charlie H. Lapurga	CAL Electric	707-422-4017	charlie@calelectric.net
Roger Santos	CAL ELITE BUILDERS	707-688-2320	rogersantoslog@gmail.com
Jeff Lewis	Saboo Inc.	916-295-4444	saboogc@outlook.com
Leslie Pinguelo	Pinguelo Construction	707-864-3003	pinguelo@castles.com

NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Solano Community College District ("District") will receive sealed bids for the following project, Bid #17-004:

Building 1200 Production Drapery & Lighting Project

2. The Project consists of:

Fabrication, delivery, receipt and installation of new theatrical stage draperies. Scope shall also include providing production lighting fixtures, cables and accessories delivered to the job site in a "ready to hang" state. See project specifications for additional requirements describing full scope of work.

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses:

B and/or D-34

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. The Bidder's registration must remain active throughout the term of the Contract.
5. Contract Documents including drawings and specifications, are available on January 19, 2017 through BPXpress. They may be viewed and/or obtained by logging on to: www.blueprintexpress.com/sccdmeasureq or by calling BPXpress Reprographics at (707) 745-3593. Bidders can register with BPXpress and purchase a complete set of bid documents for a non-refundable cost. Bid documents can also be viewed and downloaded on the Solano College District's website at: <http://www.solano.edu/measureq/vendor.php>.
6. Sealed Bids will be received until **2:00 p.m., February 23, 2017**, at the District's Bond Office, Building 600, Denis Honeychurch Board Room, 4000 Suisun Valley Road, Fairfield California, at which time the bids will be opened and publicly read aloud. Bidders choosing to mail bids shall send them to, **4000 Suisun Valley Road (Building 600, Room 604B), Fairfield, California 94534, Attn: Laura Scott, Purchasing, Project #17-004, Building 1200 Production Drapery & Lighting Project**. If mailing, the District suggests delivery one day prior to bid date to allow for sufficient time for receiving, processing and delivery to appropriate department. All bids shall not be opened until 2:00 p.m., February 23, 2017. Any bid that is submitted or received after this time shall be non-responsive 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. Technical pre-bid questions must be received, in writing by no later than 2:00 p.m. February 15, 2017 to Kitchell CEM, Attn: Jason Yi, Project Manager via email at

jason.yi@solano.edu. Addenda will be posted at BPXpress and on the District's website at: <http://www.solano.edu/measureq/vendor.php>. All bids received will require acknowledgment of receipt of any issued addenda to be considered responsive and responsible.

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, cash, or a cashier's check or a certified check, drawn to the order of the Solano Community College 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 mandatory pre-bid conference was held on January 27, 2017 at 10:00 a.m. A second mandatory pre-bid conference is scheduled for February 9, 2017 at 2:00 p.m. Attendance to the second mandatory pre-bid conference will be required for those that did not attend on January 27, 2017, and optional for those that did attend. Pre-bid conference meeting location will be 4000 Suisun Valley Road, Building 1200 (Performing Arts Theater), Fairfield, California 94534. All attendees shall meet at the loading dock. Contact will be Jason Yi (916-540-6629).
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 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 sections 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>>.
14. 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 Contractor and all Subcontractors under the Contractor shall furnish electronic certified payroll records directly to the Labor Commissioner weekly or within ten (10) days of any request by the District or the Labor Commissioner. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, of the Labor Code.
15. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:

- A. The Total Base Bid Amount, which shall be a combined cumulative total of Stage Draperies and Production Lighting Fixtures.
16. 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

INSTRUCTIONS TO BIDDERS

Contractors shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Solano Community College District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, or work described in general, for the following project ("Project" or "Contract"):

BUILDING 1200 PRODUCTION DRAPERY & LIGHTING PROJECT

2. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.
3. Bidders must submit Bids on the Bid Form and Proposal and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Bond on the District's form or other security.
 - b. Designated Subcontractors List.
 - c. Site-Visit Certification.
 - d. Noncollusion Declaration.
5. Bidders must submit with their Bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of base Bid, plus all additive alternates. If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.
7. If Bidder to whom Contract is awarded fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the

amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

8. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations. The subcontractor's registration must remain active throughout the term of the Contract. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.
 - a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (1) The subcontractor is registered prior to the bid opening.
 - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
9. If a mandatory pre-bid conference and/or site visit ("Site Visit") is requested as referenced in the Notice to Bidders, then Bidders must submit the Site-Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
10. Bidders shall submit the Noncollusion Declaration with their Bids. Bids submitted without the Noncollusion Declaration shall be deemed non-responsive and will not be considered.
11. Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
12. Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall not submit to the District a scanned, re-typed, word-processed, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.

13. The Bidder 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 sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.
14. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
 - a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
 - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
 - c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
 - d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;
 - e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any

representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;

- e. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- f. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Contractor may only rely, on the accuracy of limited types of information.
 - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Contractor is required to make such verification as a condition to bidding. In submitting its Bid, Contractor shall rely on the results of its own independent investigation. In submitting its Bid, Contractor shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
 - (2) As to any subsurface condition shown or indicated in the Contract Documents, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Contractor drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
 - (3) Under no circumstances shall District be deemed to warrant or represent existing above-ground conditions, as-built conditions (including surface, subsurface and underground facilities and utilities), or other actual conditions, verifiable by independent investigation. These conditions are verifiable by Contractor by the performance of its own independent investigation that Contractor must perform as a condition to bidding and Contractor should not and shall not rely on this information or any other information supplied by District regarding existing conditions. It shall be the responsibility of the Contractor to

identify and locate existing facilities and utilities during the performance of its work, prior to demolition activities, and shall take care and precaution to prevent damage to said. All costs to repair damage as a result of the Contractor's negligence to perform necessary site investigation, including underground utility survey, shall be the responsibility of the Contractor.

- g. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
 - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
 - (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Contractor may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
15. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
16. All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than **EIGHT (8)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
17. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
18. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.

19. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
 - a. District must receive any request for substitution a minimum of **TEN (10)** calendar days prior to bid opening.
 - b. Ten (10) days prior to the bid opening, included with the request for substitution, the Bidder shall submit data substantiating a request for substitution containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in 00 73 13 Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
 - c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions will not be accepted after Contract has been awarded.
20. All Bids must be sealed, and marked with name and address of the Bidder and the Project Number, Bid number, Bid package, and time of bid opening. Bids will be received as indicated in the Notice to Bidders.
 - a. Mark envelopes with the name of the Project.
 - b. Bids must be submitted to **Solano Community College District, c/o Purchasing: Laura Scott, 4000 Suisun Valley Road, Building 600 (Denis Honeychurch Boardroom 626), Fairfield, CA 94534** by date and time shown in the Notice to Bidders.
 - c. Bidders choosing to mail bids shall send them to, **4000 Suisun Valley Road (Building 600, Room 604B), Fairfield, California 94534, Attn: Laura Scott, Purchasing, Project #17-004, Building 1200 Production Drapery & Lighting Project**. If mailing, the District suggests delivery one day prior to bid date to allow for sufficient time for receiving, processing and delivery to appropriate department.
 - d. Bids must contain all documents as required herein.
21. Bids will be opened at or after the time indicated for receipt of bids.

22. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
23. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
24. Time for Completion: District may issue a Notice to Proceed within **THREE (3)** months from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
 - a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 3-month period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
 - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 3-month period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 3-month period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.
 - c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
 - d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
25. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.
 - a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
 - b. Escrow of Bid Documentation: This must include all required documentation. See the document Escrow of Bid Documentation for more information.

- c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - e. Insurance Certificates and Endorsements as required.
 - f. Workers' Compensation Certification.
 - g. Prevailing Wage and Related Labor Requirements Certification.
 - h. Drug-Free Workplace Certification.
 - i. Tobacco-Free Environment Certification.
 - j. Hazardous Materials Certification.
 - k. Lead-Based Paint Certification.
26. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to other bases for protest, an inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - (2) Without limitation to other bases for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

- (i) The subcontractor is registered prior to the bid opening.
 - (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. 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.
27. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
28. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.
29. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

END OF DOCUMENT

SPECIAL CONDITIONS

1. Modernization Projects

1.1. Access. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.

1.2. Master Key. Upon request, the District may, at its own discretion, provide a master key to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen or if any unauthorized party obtains a copy of the key or access to the school.

1.3. Maintaining Services. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.

1.4. Maintaining Utilities. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

1.4.1. Contractor shall engage private utility locator to verify and locate any existing utilities within areas of scope of work prior to commencement with demolition work. Contractor shall notify the District and Architect immediately for any potential conflict with proposed work for fixture relocation.

1.5. Confidentiality. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

1.6. Work During Instructional Time. By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to minimize any disruption to the school up to, and including, rescheduling specific work activities, at no additional cost to District.

1.7. No Work During Student Testing. Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State-required tests.

2. Substitution for Specified Items

2.1. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

2.1.1. If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

2.1.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

2.2. A request for a substitution shall be submitted as follows:

2.2.1. Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders. Ten (10) days prior to bid opening, Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

2.2.1.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

2.2.1.2. Available maintenance, repair or replacement services for proposed substitution and how they differ from specified product;

2.2.1.3. Detailed analysis of difference in cost between the proposed substituted product and the product listed;

2.2.1.4. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

2.2.1.5. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

2.2.1.6. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

2.3. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

2.3.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

2.3.2. The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

2.3.3. The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

2.3.4. The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

2.3.5. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

2.4. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

2.5. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

2.6. Contractor shall be responsible for any costs the District incurs for professional services or delay to the Project Schedule, if applicable, while professional consultant reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

3. Delivery and Staging of Light Fixtures, Cables and Accessories

3.1. Contractor shall provide a bill of materials, in the form of a single document, including descriptions and quantities of each item for the purpose of verification and

final checkout by the District and Theater Consultant. Verification of received items shall be performed by a contractor's representative, with the District and Theater Consultant present. Contractor shall facilitate and notify the District and Theater Consultant of request to verify for the purpose of final acceptance of all items, in writing, at least ten (10) days in advance of requested scheduled date. For the purpose of verification and final acceptance, Contractor shall stage all items on the main stage sorted by like items, as should be listed on bill of materials. Contractor shall be responsible for the protection and security of all items until final acceptance is provided by the District.

4. As-Builts and Record Drawings

- 4.1.** When called for by Division 1, Contractor shall submit As Built Drawings pursuant to the Contract Documents. Contractor shall submit one hard copy full size set and one electronic copy on CD in the form of computer-aided design and drafting ("CADD") files.

5. Project Manager

The District will use a Program Manager on the Project that is the subject of this Contract. Jason Yi, Kitchell CEM, jason.yi@solano.edu, (707) 864-7189.

END OF DOCUMENT

Solano College Theatre Drapery Schedule Section 116143										
REF	DESCRIPTION	PANELS	FINISHED DRAPE WIDTH	FINISHED DRAPE HEIGHT	FULLNESS	DRAPE WEIGHT BOLT YARD	COLOR	BI-PART	NOTES	INSTALL LOCATION
MAIN THEATRE										
1	Main valence	1	42'-0"	8'-0"	0%	26 oz.	TBD	No	Lined	LS1
2	Main curtain	2	24'-0"	24'-0"	50%	26 oz.	TBD	Yes	Lined	LS2
3	Legs	6	10'-0"	24'-0"	0%	22 oz.	Black	No		LS8,22,25
4	Borders	4	54'-0"	8'-0"	0%	22 oz.	Black	No		LS7,15,21,24
5	Side Tabs	4	8'-0"	24'-0"	0%	22 oz.	Black	No		SR/SL TABS
6	Mid-stage Traveler	2	24'-0"	24'-0"	50%	22 oz.	Black	Yes		LS16
7	Up-stage Traveler	2	24'-0"	24'-0"	50%	22 oz.	Black	Yes		LS26
8	Scrim Sharkstooth	1	54'-0"	24'-0"	0%	Scrim	Black	No		HAMPER
9	Cyc lino filled scrim	1	54'-0"	24'-0"	0%	Leno Scrim	White	No		LS32
10	Heatstop Borders	4	54'-0"	4'-0"	0%	Zetex	Std.	No		LS7,15,21,24
DRAMA CLASSROOM										
1	Black Panel	8	8'-0"	12'-10"	0%	26 oz.	Black	No		PERIMETER TRACK
Notes:										
1	All drapery sizes must be verified with existing field conditions									
2	LS:# = Lineset or Batten #									
3	Drapery noted as "HAMPER" shall be delivered folded and stored in owner-furnished hampers.									
4	Exact lineset locations to be confirmed with installed rigging system.									
END OF SECTION										