**INSTRUCTIONS TO BIDDERS**

1. Preparation of Bid Form: The DISTRICT invites bids on the form attached to be submitted at the time and place stated in the Notice to Contractors Calling for Bids. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received at the proper place and time. Any bid received after the schedule closing time for receipt of bids will be returned to the bidder unopened.

2. Bid Security: Each bid shal1 be accompanied by a certified or cashier's check payable to the DISTRICT, or a satisfactory bid bond in favor of the DISTRICT executed by the bidder as principal and a satisfactory surety company as surety, in an amount not less than ten percent (5%) of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract, if it is awarded to him, in conformity with the contract documents and sha1l provide the surely bond or bonds as specified within ten (10) days after notification of the award of the contract to the bidder. Facsimiles or copies of bid bonds are not accepted. The security shall be forfeited to the DISTRICT should the bidder to whom the Contract is awarded fail to execute the Agreement and provide the bonds within ten (10) calendar days of award.

3. Signature: The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

4. Modifications: Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the DISTRICT'S rejection of the bid as not being responsive to the invitation to bid.

5. Erasures: The bid submitted must not contain any erasures, interlineations, or other correction unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid.

6. Examination of Site and Contract Documents and Interpretation: If any Bidder is in doubt as to the true meaning of the contract documents or finds discrepancies in or omissions and does not notify the District 48 hours prior to bid date, it is assumed that bidder is clear with the intent of the contract documents and therefore makes no additional claims as to failing to comply with this condition after the bid date. In the event a conflict occurs, always the more stringent condition will apply. Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and acquaint himself with the conditions there shall not relieve any bidder from obligations with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

7. Withdrawal of Bids: Any bidder may withdraw his bid either personally or by written request at any time prior to the scheduled closing time for receipt of bids.

8. Agreements and Bonds: The Agreement form which the successful bidder, as CONTRACTOR, will be required to execute, and the form of the payment and performance bonds, if required, which he will be required to furnish prior to execution of the Agreement, are included in the contract documents and shall be carefully examined by the bidder. The payment bond and/or acceptable securities shall be in the amount of one hundred percent (100%) of the amount of the contract and performance bond in the amount of one hundred percent (100%) of the contract.

9. Interpretation of Plans and Documents: If any person is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies in, or omissions from, the drawings and specifications, he may submit to the DISTRICT a written request for an interpretation or correction. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract documents will be made to any bidder.

10. Bidders Interested in ·More Than One Bid: No person, firm, or corporation shall be allowed to make, or file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal and/or prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

11. Award of Contract: The DISTRICT reserves the right to reject any or all bids, and/or waive any irregularities or informalities in any bids or in the bidding. The award of the contract if made by the DISTRICT, will be to the lowest responsible bidder.

12. Addenda: Any addenda issued during the time of bidding forming a part of the Contract Documents loaned to the bidder for the preparation of his proposal, shall be covered in the proposal and shall be made a part of the contract.

13. Alternates: If alternate bids are called for, the contract may be awarded at the election of the governing board to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates.

14. Evidence of Responsibility: Upon the request of the DISTRICT, a bidder whose bid is under consideration for the award of the contract should submit promptly to the DISTRICT satisfactory evidence showing the bidder's financial resources, his construction experience, and his organization available for the performance of the contract.

15. Listing Subcontractors: Each bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Practices Act (Government Code Section 41001 et seq.). Forms for this purpose are furnished with the contract documents.

16. Workers Compensation: In accordance with the provisions of Section 3700 of the Labor Code, the CONTRACTOR shall secure the payment of compensation to his employees. The CONTRACTOR shall sign and file with the DISTRICT the following certificate prior to performing the work under this contract: “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.” The form for this certificate is included as a part of the contract documents.

17. License Required: To perform the work required by this "Notice", the CONTRACTOR must possess the type of contractor's license required by State Law and stated in the “Notice Calling for Bids”.

18. Contractor must consider District Educational Program and shall plan job progress in such a way not to impact the educational activities. It is the Contractor's responsibility to inquire and ascertain the cost effects, if any, this may have on project scheduling and any additional time, manpower or other costs will be included in Bid price.

\*\*\* END OF SECTION \*\*\*