



ADDENDUM NO. 1
SENIOR CENTER EXERCISE ROOM FLOOR REPLACEMENT
PROJECT NO. 2015-10
ISSUED DATE: OCTOBER 1, 2015

Questions received to date with responses.

1. A substitution request was submitted for resilient flooring. The proposed substitute is Ecore's Bounce. The specifications call for the floor covering product to run the long dimension of the room to avoid seaming. Since the proposed substitution can only be produced with a maximum length of 45 feet and the room is approximately 55 feet long, it cannot meet this requirement and is therefore not accepted.

The following revisions are hereby made to the above referenced project.

2. Replace Document 00400 "Bid Form" with the revised Document 00400 "Bid Form", attached. The Alternate Bid Items are deleted.
3. Replace Document 00800 "Special Conditions" with the revised Document 00800 "Special Conditions, attached. The Alternate Bid Items are deleted.
4. In Section 09 65 00 "Resilient Flooring", delete paragraph 2.1, C.1, b. "Alternate Bid". There is no Alternate Bid Item on this project.
5. Replace Drawing Sheet A1 with the revised Drawing Sheet A1, attached.

All questions regarding the project must be transmitted in writing to Alex Acenas, Public Works Projects Manager by fax or e-mail. Fax number is 408-777-3333 and e-mail address is AlexA@cupertino.org.

Please indicate receipt of this addendum on the last page of the Proposal. Failure to do so may cause rejection of your bid.

APPROVED BY:

for 
Timm Borden
Director of Public Works

Contractor's Name: _____

Project No. 2015-10

DOCUMENT 00400

BID FORM

To be submitted as part of Envelope "A" by the time and date specified in Document 00200 (Instructions to Bidders).

TO THE HONORABLE CITY COUNCIL OF THE CITY OF CUPERTINO

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

**Re: PROJECT NUMBER 2015-10
SENIOR CENTER EXERCISE ROOM FLOOR REPLACEMENT**

- 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a contract with the City of Cupertino ("City") in the form included in the Contract Documents, Document 00520 (Contract), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents. All portions of this Bid Form must be completed and signed before the bid is submitted. Failure to do so will result in the bid being rejected as non-responsive.
- 2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Advertisement for Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. **This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.**
- 3. Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00520 (Contract), Article 5.
- 4. Bidder has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.
- 5. Bidder attended the non-mandatory Pre-Bid Meeting.

YES _____ NO _____
- 6. Subcontractors for work included in all Bid items, in accordance with the criteria in the Public Contract Code, are listed on the attached Document 00430 (Subcontractors List).
- 7. The undersigned Bidder understands that City reserves the right to reject this Bid.
- 8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 00400 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Document 00520 (Contract), Document 00610 (Construction Performance Bond), and Document 00620 (Construction Labor and Material Payment Bond).
- 9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below on the signature page.

Addendum No. 1

Contractor's Name: _____

Project No. 2015-10

- 10. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the total of Base Bid and made payable to the "City of Cupertino".

- 11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all work within the time specified in Document 00520 (Contract). The undersigned Bidder acknowledges that City has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges City has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

- 12. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00520 (Contract) shall be as set forth in Document 00520 (Contract).

Contractor's Name: _____

Project No. 2015-10

NOTICE

Required Contractor and Subcontractor Registration

- 1. Owner shall accept Bids only from Bidders that (along with all Subcontractors listed in Document 00430, Subcontractors List) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.**
- 2. Subject to Labor Code Sections 1771.1(c) and (d), any Bid not complying with the preceding paragraph shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Bid provided that Bidder and all listed Subcontractors are registered at the time of Contract award.**

Addendum No. 1

Contractor's Name: _____

Project No. 2015-10

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Allowances and Alternative Bid items are described in Document 00800 (Special Conditions). Quote in figures only, unless words are specifically requested. **Please Note that time extensions will NOT be permitted with the acceptance of any or all of the Alternative Bid Items listed below.**

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
1	Remove existing maple floor. Inspect existing wood stringers. Replace damaged members and nail connections as needed. Install one layer of 3/4" CDX plywood over existing stringers. Install one layer 1/4" finish grade plywood as recommended for resilient flooring underlayment. Provide new resilient floor, base and thresholds as shown in the plans and specifications.	LS	1		
TOTAL BID PRICE					

SCHEDULE OF ALTERNATES: (none)

Unit Legend

- LS = Lump Sum
- EA = Each
- LF = Linear Feet
- TON = Ton or 2,000 Pounds
- CY = Cubic Yards
- LB = Pounds
- AL = Allowance
- SF = Square Feet

Addendum No. 1

Contractor's Name: _____

Project No. 2015-10

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS

Bidder hereby acknowledges receipt and examination of all Contract Documents and the following Addenda:

Addendum No.	Addendum Date

Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the sums of money listed in this Bid Form.

NAME OF BIDDER: _____

licensed in accordance with an act for the registration of Contractors, and with license number: _____

Expiration Date: _____.

DIR Registration No.: _____

Where incorporated, if applicable

Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation, state where incorporated, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

Officers authorized to sign contracts: _____

Typed Full Name:

Telephone Number(s): _____

Fax Number(s): _____

E-Mail Address: _____

END OF DOCUMENT

DOCUMENT 00800

SPECIAL CONDITIONS**PART 1 GENERAL****1.1 SUMMARY**

- A. Document includes summary of Work including:
 - 1.2 Work Covered By Contract Documents
 - 1.3 Bid Items, Allowances, and Alternates
 - 1.4 Work Under Other Contracts
 - 1.5 Contract Time
 - 1.6 Work Sequence
 - 1.7 Work Days and Hours
 - 1.8 Cooperation of Contractor and Coordination with Other Work
 - 1.9 Maintenance, Product Handling, and Protection
 - 1.10 Partial Occupancy/Utilization Requirements
 - 1.11 Contractor Use of Premises
 - 1.12 Lines and Grades
 - 1.13 Protection of Existing Property, Structures and Utilities
 - 1.14 Damage to Existing Property
 - 1.15 Dust Control
 - 1.16 Parking
 - 1.17 Lay down / Staging Area
 - 1.18 Permits
 - 1.19 Punch List Verification
 - 1.20 Actual Damages for Violations
 - 1.21 Unfavorable Construction Conditions
 - 1.22 Construction Site Access
 - 1.23 Site Administration
 - 1.24 Weather Delay
 - 1.25 Project Record Documents
 - 1.26 City Supplied Materials
 - 1.27 Mobilization

- 2.1 Products Ordered In Advance (N/A)
- 2.2 City-Furnished Products

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work generally consists of furnishing and installing new resilient floor covering in the Senior Center Exercise Room, and all general conditions, general requirements and incidentals required to complete the Work in its entirety, as described in the Contract Documents. Work includes removal of existing maple floor and subfloor preparation. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work.
- B. Contractor's use of the premises for trailer, storage and parking is limited to the construction area as approved by the City.
- C. Contractor shall be solely responsible for all utilities (including without limitation electricity, water, gas, etc.) at the Site.
- D. Existing equipment removed but not reused, as a part of the Work, shall be returned to the City where indicated. Contractor shall carefully remove all equipment, specified or indicated to be salvaged and reused, or to remain the property of City. Contractor shall store and protect salvaged items specified or indicated to be reused in the Work.. Salvaged items not to be reused in the Work, but to remain City's property shall be delivered by Contractor in good condition to City.

Any items indicated to be salvaged which are damaged in removal, storage, or handling, through carelessness or improper procedures, shall be replaced by Contractor in kind or with new items. Contractor may furnish and install new items, in exchange for those indicated to be salvaged, in which case such removed items will become Contractor's property. Existing materials and equipment, removed by Contractor, shall not be reused in the Work except where so specified or indicated.

- E. This Document and Document 00700 (General Conditions) and the Special Provisions includes measures that Contractor shall follow to execute the work.

1.3 BID ITEMS, ALLOWANCES, AND ALTERNATES

Bid Items

- A. Any Bid Item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract, without compensation in any form or adjustment of other Bid Items or prices therefore, in accordance with Document 00700 (General Conditions).
- B. Payment of all items is subject to the provisions of the Document 00700 (General Conditions).
- C. For all Bid Items, furnish and install all work indicated and described in Specifications and all other Contract Documents, including connections to existing systems. Work and requirements applicable to each individual Bid Item, or unit of Work, shall be deemed incorporated into the description of each Bid Item. Bidder should take particular notice that any and all items of Work, called for in the Construction Documents, but not included in a description of any specific bid item, shall be considered as included in one (1) or more of the bid items and that no additional compensation for those items of Work, beyond the Base Bid, will be allowed. Work of this nature includes, but is not limited to, such items as flagmen, water, all safety requirements, or work and materials required to provide public convenience and safety, barricades, lights, vehicular detours, and pedestrian walkways.
- D. For Lump Sum Bid items, bidder shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item as shown and specified in the Contract Documents.

Allowances: None

Alternates: None

1.4 WORK UNDER OTHER CONTRACTS

Work at the site performed by others may include Landscaping and maintenance by City or a City's contractor.

1.5 CONTRACT TIME

The Contract Time will commence on the date indicated in the Notice to Proceed. City may give a Notice to Proceed at any time within 30 Days after the Notice of Award. Based on Contractor's swift submittal of necessary documents and expedited contract execution, Notice may be given approximately October 16, 2015. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences.

Contractor shall achieve **Final Completion** of the entire Work and be ready for Final Payment in accordance with Section 00700 (General Conditions) by December 18, 2015.

1.6 WORK SEQUENCE

- A. Constructor shall coordinate construction schedule and operations with City.
- B. Contractor shall allow safe passage thru the construction area at all times. The trail must stay open for use during the project.
- C. Contractor acknowledges that shoring may be required to maintain a safe excavation and protect facilities or pipelines, including both existing and recently constructed under this Contract. All expenses for shoring of excavations for construction of basins and pipelines shall be included.
- D. When required by the specifications or contract documents or plans the Contractor shall follow the sequence of operations as set fourth therein.

1.7 WORK DAYS AND HOURS

Work hours and noise pose a special concern for projects in residential neighborhoods. The City is very concerned for its residents and will diligently enforce the restrictions below. **Each violation of the restrictions by the general contractor, subcontractors, suppliers, Vendors and others working on the project will result in a \$3,000 penalty being assessed against the General Contractor and deducted from each progress payment.**

- A. **Work Days:** Monday-Friday inclusive, except as otherwise directed or approved by the City.
- B. **Work Hours:** 7:00 a.m.-5:00 p.m. local time, weekdays, 9:00 a.m. – 5:00 p.m. on Saturdays, 9:00 – 4:00 p.m. Sundays.
- C. **Worker Arrival and Parking:** Workers may arrive at the job site no earlier than 7:00 a.m. **Violations of these requirements will result in a \$3,000 dollar penalty to Bidder/Contractor, per occurrence.**
- D. **Equipment and Material Delivery and Off-Haul Hours:** No equipment or material may be delivered or off-hauled except between the hours of 7:00 a.m. and 5:00 p.m. No equipment that has a safety back up beeper may be operated before 7:00 a.m. on any day.
- E. Work at the Site on weekends or holidays is not permitted, unless Contractor requests otherwise from City in writing at least 2 working days in advance and City approves in its sole discretion. In the case of Work by Contractor after normal working hours, Contractor shall be responsible for any additional inspection costs incurred by the City. Such costs may be withheld from any succeeding monthly progress payment.
- F. **Connections to Existing Facilities.** Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Contractor shall receive permission from City or the owning utility prior to undertaking connections and coordinate as needed to accommodate the facilities operations. Contractor shall protect facilities against deleterious substances and damage.
- G. **Road Shutdown.** Contractor shall execute the Work while roads are in operation except for the periods of permitted shutdown. For shutdown periods, Contractor shall prepare and submit a detailed plan that includes shutdown schedule, planned sequence of work, milestones and projected times of completions of activities, any anticipated problems, Contractor's supervisory personnel, actions desired of City and staff, and contingency plans. Contractor shall allow sufficient time for review and re-submittal of the shutdown plan until acceptable to City. Contractor shall employ sufficient labor, superintendence, and equipment on a 24-hour, 7 days a week basis during shutdown and other operational disruptions to complete Work within the specified periods at no additional cost to the City. Once initiated, Work may proceed on extra shift or around-the-clock basis as necessary. When required to minimize treatment process interruptions while complying with specified sequencing constraints, Contractor shall provide power, lighting, controls, instrumentation, and safety devices.
- H. No non construction noise shall be allowed, this includes amplified music, radio or other noise not due to construction activities.

1.8 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

- A. Coordinate with City and any City forces, or other contractors and forces, as required by Document 00700 (General Conditions) and this document. City's facility will be accessible and useable at all times.
- B. Employ a full time coordinator to constantly review Contract Documents, submittals, changes, and prepare overlay drawings as necessary to avoid conflicts, errors, omissions and untimely construction.
- C. The existing facilities must be kept closed to the public for the duration of the project. Contractor is to secure the site from public access at all times. This may require the use of a security guard, signage, perimeter fencing and other measures. All payment for site security shall be included in Bid.

1.9 MAINTENANCE, PRODUCT HANDLING, AND PROTECTION

- A. Transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage.
- B. Hazardous substance compliance: Provide City with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, examples: Adhesives, paints, sealants, and the like.
- C. Packaging: Provide packaged material in manufacturer's original containers with seals unbroken and labels intact until incorporated into the Work.
- D. Remove all damaged or otherwise unsuitable material and equipment promptly from the Site.
- E. Protection: Protect all finished surfaces.
- F. Asbestos Removal: If, during the progress of the Work, additional suspected asbestos-containing products are identified, Contractor shall stop work in the affected area and engage an asbestos removal Subcontractor to verify the materials and, if necessary, encapsulate, enclose, or remove and dispose of all asbestos in accordance with current regulations of the Environmental Protection Agency and the U. S. Department of Labor – Occupational Safety and Health Administration, the state asbestos regulating agency, and any local government agency. Payment for such work will be made by Change Order.
Asbestos Removal Subcontractor's Qualifications. The Subcontractor for asbestos removal shall be regularly engaged in this type of activity and shall be familiar with the regulations that govern this work. The Subcontractor shall demonstrate to the satisfaction of City that it has successfully completed at least three asbestos removal projects, that it has the necessary staff and equipment to perform the work, and that it has an approved site for disposal of the asbestos. Liability insurance covering the asbestos abatement work shall be provided as specified in the Supplementary Conditions.
Asbestos Removal Methods. The asbestos removal Subcontractor shall submit a work plan of its proposed removal procedure to City before beginning work and shall certify that the methods are in full compliance with the governing regulations. The work plan shall cover all aspects of the removal, including health and safety of employees and building occupants, hygiene facilities, employee certification, clearance criteria, transportation and disposal, enclosure techniques, and other techniques appropriate for the proposed work.
- G. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices bid and no direct or additional payment will be made therefore.

1.10 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

- A. Allow City to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
- B. Possession, use of Work, and placement and installation of equipment by City shall not in any way evidence the completion of the Work or any part of it.
- C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from City occupancy.
- D. Make available, in areas occupied, on a 24-hour per day and 7-day per week basis if required, any utility services in condition to be put in operation at the time of occupancy.
 - 1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
 - 2. Make, and City shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
 - 3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
 - 4. City shall pay for utility cost arising out of occupancy by City during construction.
- E. Use and occupancy by City prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by City.
- F. Prior to date of Final Acceptance of the Work by City, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00700 (General Conditions).
- G. Use by City of Work or part thereof as contemplated by this Document 00800 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by City of any of the conditions thereof.

- H. City may specify in the Contract Documents that portions of the Work, including electrical systems or separate structures, shall be substantially completed on dates described in preceding paragraphs of this Document 00800, if any, prior to substantial completion of all of the Work. Notify City in writing when Contractor considers any such part of the Work ready for its intended use and substantially complete and request City to issue a Certificate of Substantial Completion for that part of the Work.

1.11 CONTRACTOR USE OF PREMISES

- A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.
- B. Do not unreasonably encumber Project Site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Move any stored products that interfere with operations of City or other contractor.
- E. Parking, storage, staging, trailer and work areas shall be coordinated and approved by the City and comply with all other Contract documents requirements. Contractor's use of the premises for trailer, storage and parking is limited to areas the City will allow. Prior to placement of any parking, placement of equipment and supplies the Contractor shall negotiate with the City an area to be used by them.

1.12 LINES AND GRADES

- A. All Work shall be done to the lines, grades, and elevations indicated on the Drawings and as specified in section 02015.
- B. The Contractor is to provide all surveying for the project. The City will not be providing any points for horizontal or vertical controls. All additional survey, layout, and measurement work shall be performed by Contractor as a part of the Work and paid for in various items of work.
- C. Contractor shall provide at its cost an experienced instrument person, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Contractor shall furnish, at its cost, competent persons and such tools, stakes, and other materials as City (and/or any Engineer) may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Contractor.
- D. Contractor shall keep City informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that any checking deemed necessary by City may be done with minimum inconvenience to City and minimum delay to Contractor.
- E. Contractor shall remove and reconstruct Work that is improperly located.

1.13 PROTECTION OF EXISTING PROPERTY, STRUCTURES AND UTILITIES

- A. The Drawings may indicate existing above-grade and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, water, phone and data cable and other similar items and utilities that are known to City.
- B. Contractor shall locate these known existing installations before proceeding with trenching or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.
- C. Additional utilities whose locations are unknown to City are suspected to exist. Contractor must be alert to their existence. If additional utilities are encountered, Contractor must immediately report to City for disposition.
- D. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00700 (General Conditions).
- E. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00700 (General Conditions).
- F. Contractor shall carry out construction activities in a manner that does not disrupt privacy, access to private property, or traffic, except as allowed by permit, or does not disrupt the flow of storm water or impair the storm water channel.

1.14 DAMAGE TO EXISTING PROPERTY

- A. Contractor will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, City.

- B. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
- C. Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

1.15 DUST CONTROL

- A. Contractor shall take reasonable measures to prevent unnecessary dust. The following items shall be specifically implemented to control dust:
 - 1. All construction locations with active excavation shall be watered at least twice daily or more often as necessary.
 - 2. Cover all trucks hauling soil, sand, and other loose materials; or require all trucks to maintain at least two feet of freeboard.
 - 3. Pave, apply water daily, or apply non-toxic soil stabilizers on all un-paved access roads, parking areas, and staging areas at construction site.
 - 4. Sweep daily or more often as necessary, with water sweepers all paved access roads, parking areas, and staging areas at construction sites during project.
 - 5. Enclose, cover, or water twice daily, exposed stockpiles (dirt, sand, etc.)
 - 6. Limit the speed of all construction vehicles to 5 miles per hour while on the Site.
- B. Buildings, swimming pools, or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

1.16 PARKING

If construction site parking is not available for Contractor's workers then workers must park vehicles on one of the streets adjacent to or near the project site, without blocking residential driveways and access, or elsewhere offsite.

1.17 LAYDOWN/STAGING AREA

Contractor shall utilize an area approved by the City for storage of all construction materials. This area shall be fenced and locked by Contractor for security purposes.

1.18 PERMITS

Applicable permits: Permits, agreements, or written authorizations that are known by the City to apply to this project are listed below:

Cal/OSHA Permit: The Contractor shall obtain, as applicable, a permit as required by Cal/OSHA for each of the following:

- Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
- Construction or demolition of any building, structure, or scaffolding for false-work more than three stories high, or the equivalent height (36 feet).
- Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

All other permits that may be required, such as electrical, fire prevention, slope protection, etc., have not been applied for and shall be obtained by Contractor. Applicable permit fees will be reimbursed to the extent specified in Document 00700 (General Conditions).

1.19 PUNCH LIST VERIFICATION

A punch list examination will be performed upon Substantial Completion of Work. One follow-up review of punch list items for each discipline will be provided. If multiple Site visits are required to review punch

list items, due to incompleteness of the Work by Contractor, Contractor may be required to reimburse City for these visits.

1.20 ACTUAL DAMAGES FOR VIOLATIONS

- A. In addition to damages which are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in Document 00700 (General Conditions) and Document 00520 (Contract), City may incur actual damages resulting from loss of use of any permit described in this Document, or from use in violation of legal or regulatory requirements where the violations result from Contractor's activities. Violations or threatened violations may subject the City to fines and/or other costs or civil liabilities.
- B. Contractor shall be liable for and shall pay City the amount of any actual losses in addition to liquidated damages or other remedies provided by the Contract Documents.
- C. The amount of liquidated damages provided in Document 00520 (Contract) is not intended to include, nor does the amount include, any damages incurred by City for reasons other those listed in that paragraph. Any money due or to become due to Contractor may be retained by City to cover both the liquidated and the actual damages described above and, should such money not be sufficient to cover such damages, City shall have the right to recover the balance from Contractor or its sureties.

1.21 UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall confine its operations to Work, which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions, which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner.

1.22 CONSTRUCTION SITE ACCESS

Contractor shall, at all times, limit access to the Site to necessary personnel only. All personnel associated with construction of the Project shall enter the site through Contractor's access gate. Access for construction personnel shall be limited to the hours between 7:00 a.m. and 5:00 p.m. local time. All mail and deliveries (Federal Express, equipment, etc.) shall be sent to a separate address (at Contractor's gate), specifically arranged by Contractor for the Project. Contractor is responsible for providing adequate signage to alert delivery persons to the new address. Contractor is to secure the site from public access at all times. This may require the use of a security guard, signage, perimeter fencing and other measures. All payment for site security shall be included in Bid.

1.23 SITE ADMINISTRATION

Contractor shall be responsible for all areas of the Site used by it and by all Subcontractors in the performance of the Work. Contractor shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to City or others. Contractor shall have the right to exclude from the Site all persons who have no purpose related to the Work or its inspection, and may require all persons on the Site (except City's employees) to observe the same regulations Contractor requires of its employees.

1.24 WEATHER DELAY

See Document 00700 section 3.5 Change of Contract Time, subsection B. Extensions of Time for Delay Due to Excusable Inclement Weather.

1.25 PROJECT RECORD DOCUMENTS

Contractor shall prepare Record Drawings and Specification in accordance with Document 00700, recording and tracking changes in a timely manner. Contractor shall make copies of the annotated Project Record Drawings and Specifications available to City and the Engineer of Record at intervals convenient to the Engineer of Record. Prior to any payment the Project Record Drawing will be reviewed by the City or City representative to verify that changes are being tracked.

1.26 CITY SUPPLIED MATERIALS

See Section 2.2 below.

1.27 MOBILIZATION

Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization" of the 2010 Standard Specifications and is eligible for partial payments since the contract documents contain a bid item for mobilization.

1.28 RECYCLING

The Contractor shall divert from landfill a minimum of 60 percent of all construction and demolition waste, in accordance with the City of Cupertino's Ordinance No. 10-2070. Submit a properly completed "Waste Management Plan" as a part of the permit application process. An application fee will not be required. Comply with the General Conditions, Article 3.13 – Inert Solids and Plant Materials Recycling for requirements for the collection of debris, identification and disposal of recyclable materials, and the documentation of recycling.

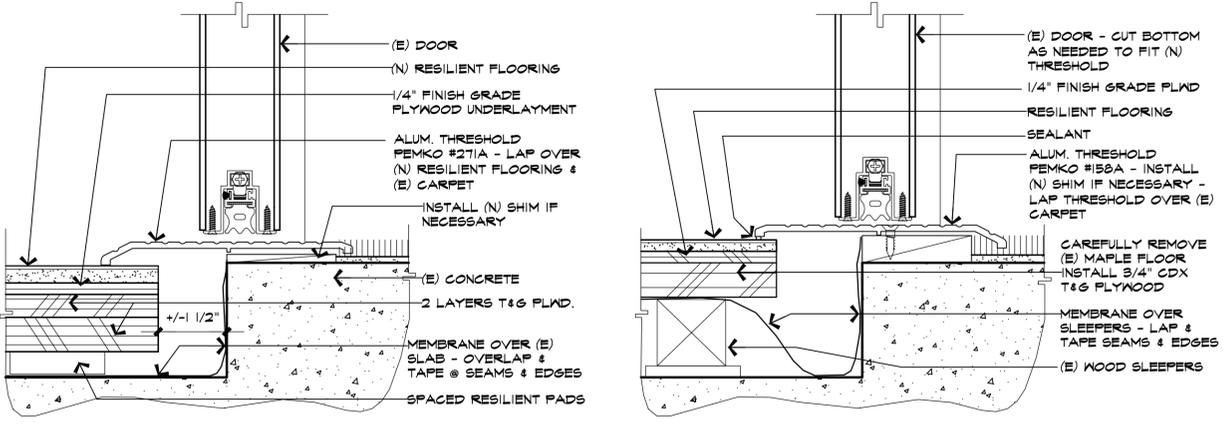
PART 2 PRODUCTS**2.1 PRODUCTS ORDERED IN ADVANCE (N/A)****2.2 CITY-FURNISHED PRODUCTS**

- A. City will furnish items as specified in the Technical Provisions.
- B. City's Responsibilities:
 - 1. Arrange for and deliver City-reviewed Shop Drawings, Product Data, and Samples, to Contractor.
 - 2. Arrange and pay for delivery to site.
 - 3. On delivery, inspect City provided products jointly with Contractor.
 - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 - 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
 - 1. Review City-reviewed Shop Drawings, Product Data, and Samples.
 - 2. Receive and unload City and Contractor provided products at site; inspect for completeness or damage jointly with City.
 - 3. Handle, store, install, and finish products.
 - 4. Repair or replace items damaged after receipt.
 - 5. Install into Project per Contract Documents.

PART 3 EXECUTION – Not Used

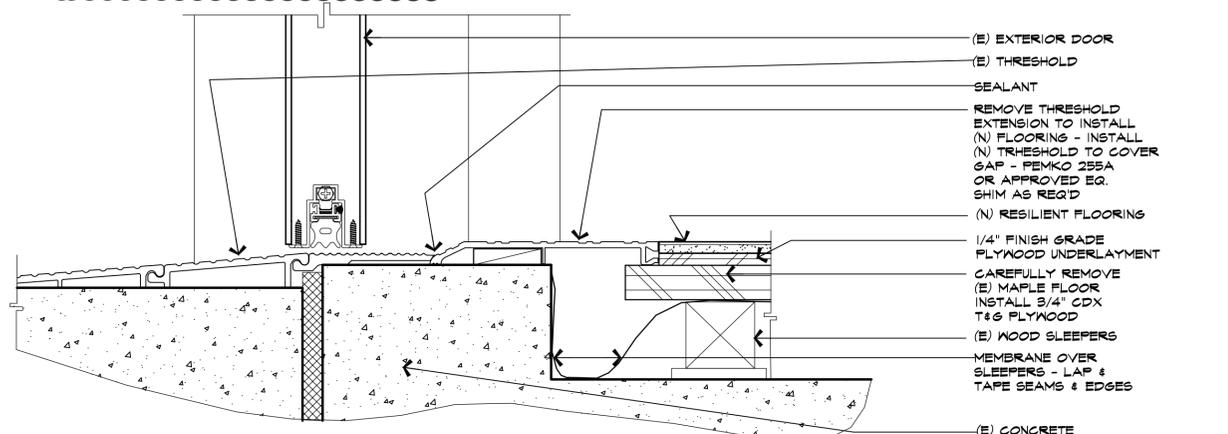
END OF DOCUMENT

ADDENDUM NO. 1

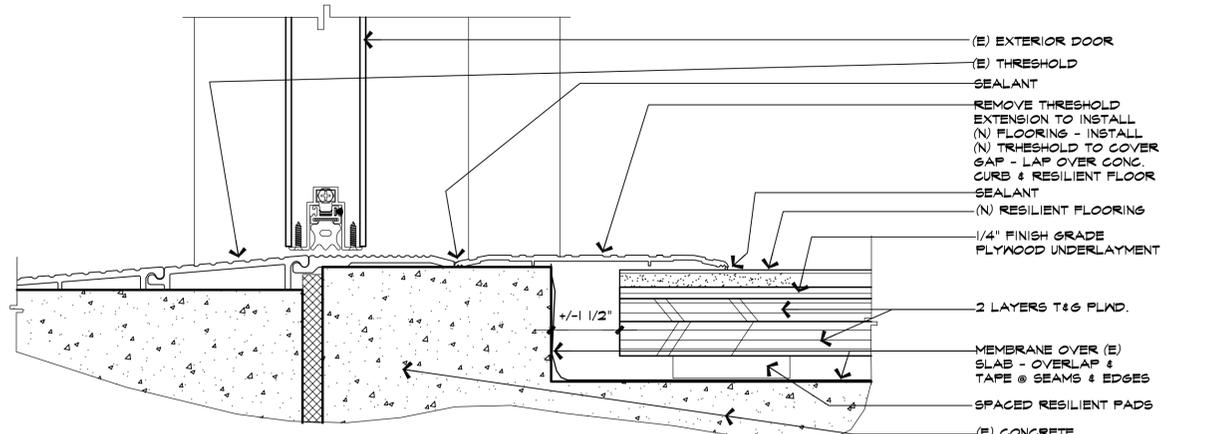


2 THRESHOLD
USE THIS DETAIL ONLY IF REPLACING (E) SUBFLOOR W/ (N)
DET-02

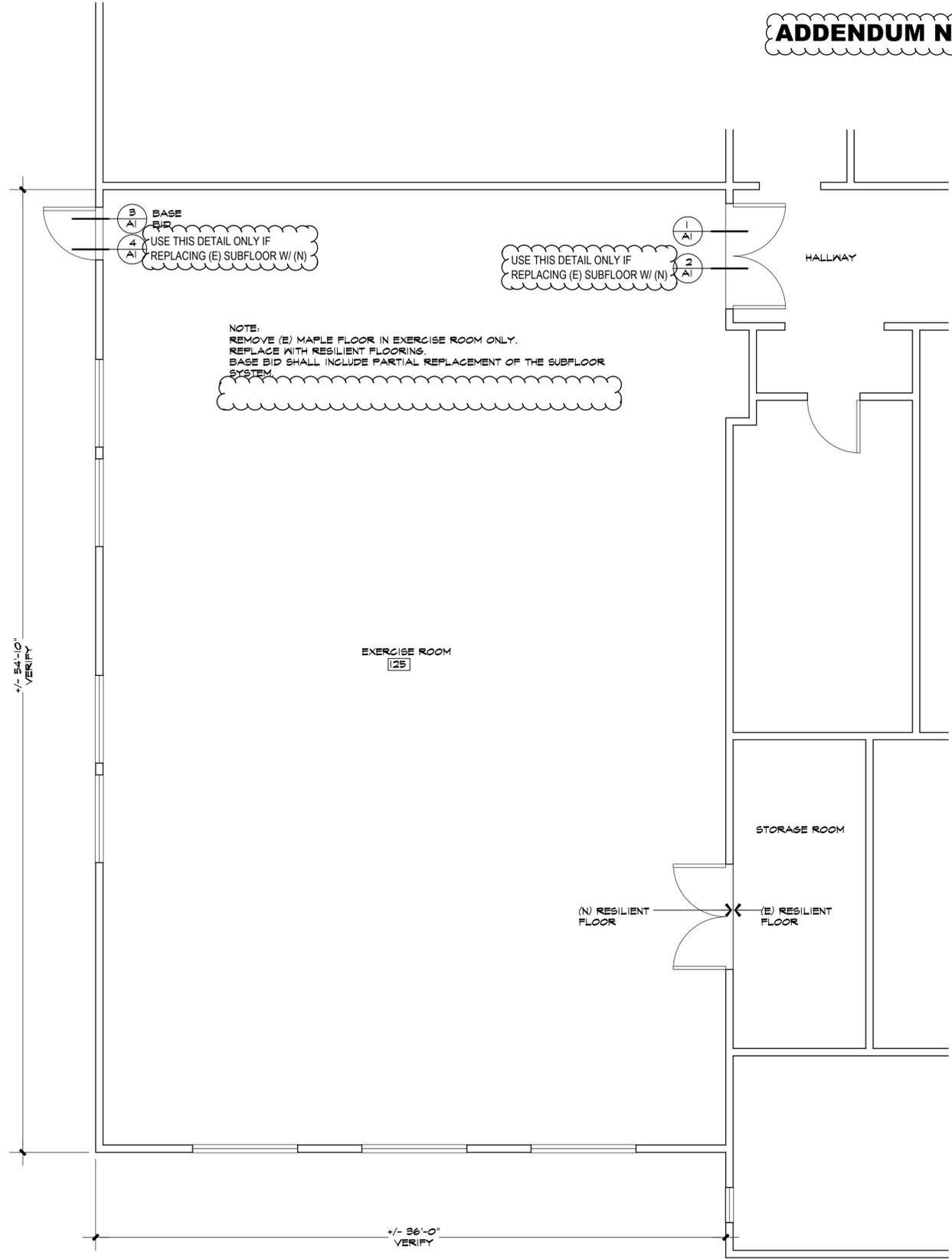
1 THRESHOLD BASE BID
DET-03



3 EXT. DOOR THRESHOLD BASE BID
DET-06



4 EXT. DOOR THRESHOLD
USE THIS DETAIL ONLY IF REPLACING (E) SUBFLOOR W/ (N)
DET-04



PARTIAL FLOOR PLAN

1/4" = 1'-0"



NO.	DATE/REVISION
1	Bid Set 04-10-15

CUPERTINO SENIOR CENTER
Exercise Room Floor Replacement
Cupertino, CA
21551 Stevens Creed Blvd.



Plan, Details
CHECK BY:
JOB NO: 1506

A1

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