



ADDENDUM NO. 2
McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL
PROJECT NO. 2016-06
ISSUED DATE: DECEMBER 8, 2015

The following revisions are hereby made to above referenced project:

1. Replace Document 00400 “Bid Form” with the revised Document 00400 “Bid Form”, attached.
2. On Drawing Sheet C5, add the following items to “Erosion Control Notes”:

“14. MEASUREMENT: The work performed under “Erosion Control” shall be measured on a lump sum basis.

“15. PAYMENT: The lump sum contract price paid for Erosion Control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete and in place, as shown on the plans, as specified in these specifications, and as directed by the Engineer.”

3. Add the following paragraphs to Section 02 40 00 “Demolition”:

“PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. The work performed under Section 02 40 00 “Demolition” shall be measured on a lump sum basis.

4.02 PAYMENT

A. The lump sum contract price paid for Demolition shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including compliance with the City’s Construction and Demolition Recycling Diversion Requirements and Instructions, and for doing all the work involved, complete and in place, as shown on the plans, as specified in these specifications, and as directed by the Engineer.”

4. Add the following paragraphs to Section 31 10 00 “Site Clearing”:

“PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. The work performed under Section 31 10 00 “Site Clearing”, including Tree Protection, shall be measured on a lump sum basis.

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4.02 PAYMENT

- A. The lump sum contract price paid for Site Clearing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete and in place, as shown on the plans, as specified in these specifications, and as directed by the Engineer.”

- 5. Add the following paragraphs to Section 31 22 00 “Grading”:

“PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Excavation performed under Section 31 22 00 “Grading” shall be measured for payment by the cubic yard. Quantities will be computed, based on the neat lines or pay lines, sections, profiles, contours, and dimensions indicated on the plans.
- B. Filling and Backfilling performed under Section 31 22 00 “Grading” shall be measured for payment by the cubic yard. Quantities will be computed, based on the neat lines or pay lines, sections, profiles, contours, and dimensions indicated on the plans.
- C. Handling and stockpiling of any surplus or unsuitable material will not be measured separate for payment. It shall be considered as included in the prices paid for earthwork items to which they apply and no additional payment will be made.
- D. Earth moving and compacting original ground or sub grade will not be measured separately for payment. It shall be considered as included in the prices paid for other items of work and no additional payment will be made.

4.02 PAYMENT

- A. The contract unit price paid for Excavation shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, including procedures related to protection of utility lines, persons and property, de-watering, dust control, shoring, bracing, off-haul and disposal, and for doing all the work involved, complete and in place, as shown on the plans, as specified in these specifications, and as directed by the Engineer.
- B. The contract unit price paid for Filling and Backfilling shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including import, ground surface preparation, placing, compacting, and for doing all the work involved, complete and in place, as shown on the plans, as specified in these specifications, and as directed by the Engineer.”

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6. Add the following paragraphs to Section 32 90 00 "Planting":

"PART 4 – MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. The work performed under Section 32 90 00 "Planting" shall be measured on a lump sum basis.

4.02 PAYMENT

- B. The lump sum contract price paid for Planting shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete and in place, as shown on the plans, as specified in these specifications, and as directed by the Engineer."

Clarification and responses to questions received to date:

7. "Are Hazardous Materials present in the building?"

Response: Yes. See hazmat survey in the Appendix for additional information. Hazmat abatement shall be performed by others prior to the start of the Work.

8. "Are as-built plans for the house available? What kind of footing/foundation does the house have?"

Response: No, there are no as-built plans for the house. For the purpose of the bid, assume that the house has perimeter and spread footings.

9. "Will the project site be staked prior to the start of the Work?"

Response: No. The Contractor will be responsible for providing his own construction staking.

10. "What are the soil compaction requirements? Will special testing and inspections be required?"

Response: Unless otherwise directed, compact the top 8" of subgrade and each layer of fill material or backfill material at 90% of maximum density. Compact the upper 12" of filled areas, or natural soils exposed by excavating, at 85% of maximum density. City will employ a special testing and inspection service to ensure compaction requirements are met.

Where shallow roots are present or exposed, Contractor shall notify City and Project Arborist for direction.

See Section 31 22 00 Grading for additional information.

11. "Where did PG&E cut off the gas service?"

Response: See letter from PG&E dated 11/12/15 in the Appendix.

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12. "Does the Temporary Gravel Construction Entrance shown on Sheet C5 need to be removed after the project is complete?"
Response: Yes.
13. "Please clarify the extent of Tree Protection required. Which trees are to be protected? Should a fence be built around each tree that is to be protected? This seems to be overkill for a project of this short duration."
Response: All trees within close proximity to project, and not to be demolished, including trees at the top of the bank of Stevens Creek from the site entrance to the Simms House, shall be protected as per Specifications.
14. "Is it acceptable to use metal stakes to secure the sediment rolls?"
Response: Bid per Plans. Substitutions may be considered after contract is awarded.
15. "Is it acceptable to use "bio-wattles" in lieu of straw wattles?"
Response: Bid per Plans. Substitutions may be considered after contract is awarded.
16. "How will rain delays be addressed in the project?"
Response: See Document 00700 General Conditions for clarification.
17. "How should the site be protected when the work is interrupted by a rain event?"
Response: See Construction Best Management Practices sheet and Document 00700 General Conditions for clarification.
18. "Are the sediment rolls to remain in place after the project is complete?"
Response: Yes.
19. "Is the Zanker Road Landfill an approved recycling resource?"
Response: See Recycling Resources in the Appendix for clarification.

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

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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 2016-06
McCLELLAN RANCH WEST – SIMMS HOUSE REMOVAL**

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.

Contractor's Name: _____

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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).

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.**

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	Demolition of the Simms House as shown in the Plans and as specified in the Specifications, including removal of foundations, retaining walls and site improvements, capping site utility lines and compliance with the City's Construction and Demolition Recycling Diversion Requirements and Instructions	LS	1		
2	Erosion Control Measures as shown in the Plans	LS	1		
3	Site Clearing as shown in the Plans and as specified in the Specifications	LS	1		
4	Excavation as shown in the Plans and as specified in the Specifications	CY	412		
5	Fill and Backfill as shown in the Plans and as specified in the Specifications	CY	886		
6	Planting as shown in the Plans and as specified in the Specifications	LS	1		
TOTAL BID PRICE					

SCHEDULE OF ALTERNATES: NoneUnit 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

Contractor's Name: _____

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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

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