



PUBLIC WORKS DEPARTMENT
Timm Borden, Director

CITY HALL
10300 TORRE AVENUE ~ CUPERTINO, CA 95014-3266
(408) 777-3354 ~ FAX (408) 777-3333

ADDENDUM NO. 2
2017 PAVEMENT MAINTENANCE PROJECT - PROJECT # 2017-104
BID OPENING: November 1, 2016
2:00 P.M.

ISSUED DATE: October 26, 2016

Engineer's Estimate - \$3,560,000.00

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

1. Replace current page 2 of Document 00800 Special Provisions with revised Page 00800-02 attached to this addendum.
2. Replace current page 1 of Document 00520 Contract with revised Page 00520-01 attached to this addendum.

CONTRACT TIME has changed. The City anticipates issuing the Notice to Proceed on or after May 1, 2017. All work on Streets near school shall be complete while school is out of session (June 8, 2017 – August 11, 2017).

All questions regarding this project must be transmitted in writing to Roger Lee, Assistant Director of Public Works. Fax number is 408-777-3333 and email address is RogerL@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:

Timm Borden
Director of Public Works

DOCUMENT 00520

CONTRACT

THIS CONTRACT, dated this ____ day of _____, 2016 , by and between _____ whose place of business is located at _____ (“Contractor”), and the CITY OF CUPERTINO, a Municipal Corporation of the State of California (“City”) acting under and by virtue of the authority vested in the City by the laws of the State of California.

WHEREAS, City, on the ____ day of _____, 2016 awarded to Contractor the following Project:

**PROJECT NUMBER 2017-104
2017 PAVEMENT MAINTENANCE PROJECT**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and City agree as follows:

Article 1. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Agency and Notices to City

- 2.1 City has designated Roger Lee, Assistant Director, Public Works – Maintenance, to act as City’s Authorized Representative(s), who will represent City in performing City’s duties and responsibilities and exercising City’s rights and authorities in Contract Documents. City may change the individual(s) acting as City’s Authorized Representative(s), or delegate one or more specific functions to one or more specific City’s Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with notice and without liability to Contractor. Each City’s Representative is the beneficiary of all Contractor obligations to City, including without limitation, all releases and indemnities.
- 2.2 All notices or demands to City under the Contract Documents shall be to City’s Authorized Representative at: 10300 Torre Avenue, Cupertino, California 95014 or to such other person(s) and address(es) as City shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

- 3.1 Contract Time.

The Contract Time will commence to run on the date indicated in the Notice to Proceed. The City anticipates issuing a notice to Proceed on or after May 1, 2017. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 00700 (General Provisions) within 80 working days as provided in Document 00700 (General Provisions). All work on streets near schools shall be complete prior to August 11, 2017. See Attachment A for a list school streets.

- 3.2 Liquidated Damages.

City and Contractor recognize that time is of the essence of this Contract and that City will suffer financial loss in the form of contract administration expenses (such as project management and consultant expenses), if all 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.

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

1.3 BID ITEMS

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.

1.4 WORK UNDER OTHER CONTRACTS

Work at the site performed by others may include concrete accessibility and flow line repairs and utility main replacements. Paving work shall occur after completion of concrete and utility work. Contractor will coordinate schedule accordingly.

1.5 CONTRACT TIME

The Contract Time will commence on the date indicated in the Notice to Proceed. The City anticipates issuing the Notice to Proceed on or after May 1, 2017. 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) within 80 working days as provided in Document 00700 (General Conditions). All work on streets near schools shall be completed while school is out of session (June 8, 2017 -August 11, 2017).

1.6 WORK SEQUENCE

- A. Construct Work in stages and at times to accommodate City operational requirements during the construction period; coordinate construction schedule and operations with City.
- B. Contractor shall allow safe passage thru the construction area at all times.
- 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.