



**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 RECONSTRUCTION OF CURBS GUTTERS AND SIDEWALKS**  
**PROJECT # 2017-112**  
**BID OPENING: July 11, 2017**  
**2:00 P.M.**

*ISSUED DATE: July 5, 2017*

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

1. Replace current Document 00800 Special Conditions with revised Document 00800 Special Conditions attached to this addendum. Paragraph 1.5, Contract Time, has changed.
2. 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](mailto: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 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
  - 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 the removal and replacement of existing portland cement concrete curbs & gutters, sidewalks, drive approaches and ADA ramps as described in the technical specifications.
- B. The Work of this Contract includes work covered by unit price costs.
- C. 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.
- D. Contractor's use of the premises for trailer, storage and parking is limited to the construction area as indicated on the plans and as approved by the City.
- E. Contractor shall be solely responsible for all utilities (including without limitation electricity, water, gas, etc.) at the Site.
- F. 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.

- 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 electrical work performed by PG & E and other utilities.

### **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 on or after September 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) by May 1, 2018.

### **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. The patrons must be allowed to use the facilities around the fountain at all times during construction.
- 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**

- A. Work Days and hours: Monday-Friday inclusive, 8:00 a.m.-5:00 p.m. local time. Except as otherwise allowed or restricted in the Special Conditions, Traffic Control Requirements, or as otherwise approved by the City.
- B. 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.
- C. 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.
- D. 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.

**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.
- D. Contractor shall not shut down or disconnect any part of the existing utility system without express permission of the Engineer and the owner of the utility. Contractor shall give such notice of approved utility shutdowns as may be required by the Engineer and the owner of the utility.

**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, 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.

#### **1.12 LINES AND GRADES**

- A. All Work shall be done to existing lines, grades, and elevations.
- 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.

#### **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 be responsible for protection of the fountain surfaces. Contractor shall be responsible for the restoration of any surfaces damaged during the construction. The surface must be restored using the same materials that are currently existing.
- C. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
- D. 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, water twice daily, or apply non-toxic soil binders to 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**

Contractor shall provide and maintain suitable parking areas within the construction area for the use of all construction workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, City's operations, or any construction activities.

**1.17 LAYDOWN/STAGING AREA**

Contractor shall utilize the area approved by the City for storage of all construction materials. This area shall be fenced and locked by Contractor for security purposes. Contractor is not authorized to park equipment overnight or stockpile on the street. Contractor may park equipment and stockpile at locations to be approved by the Engineer.

**1.18 PERMITS**

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

City of Cupertino encroachment permit – will be issued at no cost to Contractor

**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 3:30 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**

Not applicable.

**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, who will be responsible for the preparation of the Final Record Drawings and Specifications.

**1.26 CITY SUPPLIED MATERIALS**

See Technical Specifications

**1.26 MOBILIZATION**

Mobilization shall conform to the provisions in Section 11, "Mobilization" of the Standard Specifications.

**PART 2 PRODUCTS**

**2.1 PRODUCTS ORDERED IN ADVANCE (N/A)**

**2.2 PRODUCTS PROVIDED BY CONTRACTOR**

See Technical Specifications

**2.3 CITY-FURNISHED PRODUCTS**

No materials are furnished by the City.



**PART 3 EXECUTION – NOT USED**

END OF DOCUMENT