

DOCUMENT 00 91 01

ADDENDUM NO. 01

1. GENERAL

This document includes requirements that clarify or supersede portions of the bid and/or contract requirements for the project. This Addendum is a Contract Document.

2. SUMMARY

The following changes, additions and deletions shall be made to the following document(s); all other conditions shall remain the same.

1. Replace form 201 Bid Invitation with attached Bid Invitation - Addendum 01.
2. Replace 00 11 16 Notice to Bidders with attached 00 11 16 Notice to Bidders - Addendum 01.
3. Replace 00 11 00 Summary of Work with attached 00 11 00 Summary of Work - Addendum 01.
4. Replace 00 41 13 Bid Form and Proposal with attached 00 41 13 Bid Form and Proposal - Addendum 01.
5. Replace BID SCHEDULE with attached BID SCHEDULE (ADDENDUM 1).
6. Replace Construction Drawings, Sheets 1-3 with Construction Drawings (ADDENDUM NO. 1), Sheets 1-3.

END OF DOCUMENT

Invitation to ESUHSD Pre-Qualified Bidders

Site Name:	Santa Teresa High School		
Project Name:	DW Infrastructure – Play Court Improvements		
Project #:	Z-070-705	Bid #:	B-10-18-19

DATE: March 25, 2019

TO: ESUHSD Pre-Qualified Bidders

Pursuant to Public Contract Code 20111 and 20112, notice is hereby given that bids will be received by East Side Union High School District, 830 N. Capitol Avenue, San Jose, California 95133. Bids must be sealed, marked with bid number and title, and returned to the Capital Purchasing Department at the above address before **March 28, 2019 at 2:00 PM**. The precise time will be established by the District's bid clock located in the Purchasing Office. It is the bidder's responsibility to ensure timely delivery to the proper location.

Santa Teresa High School
DW Infrastructure – Play Court Improvements

Bid Opening: **March 28, 2019 at 2:00 PM**
Bid #: **B-10-18-19**
Funding Source: **Measure Z**
Project #: **Z-070-705**

Scope: Work includes but it not limited to:

Rehabilitating the tennis courts by excavating 6 inches of existing material, lime/cement treating the native soil to a depth of 8 inches and placing 3-1/2 inches of hot mix asphalt (HMA); removing and replacing PCC sidewalk, curb and gutter; removing the existing chain link fencing and placing new 12 foot high chain link fencing and gates with privacy netting; removing the existing tennis court nets and hardware and installing new tennis court hardware and netting; removing and replacing redwood headerboard; removing and disposing of existing trees, roots and root balls; applying acrylic seal coating; new paint markings; and all other miscellaneous details associated with the work.

Probable Construction Cost or Engineer's Estimate: \$435,000.

Pre-Bid Conference and Job-Walk: There will be a **Non-Mandatory** pre-bid conference and job-walk on **March 12 & March 19, 2019 at 10:00 AM at Santa Teresa High School, San Jose, California**. Meet in front of the **Administration Building, 6150 Snell Rd, San Jose, California**. The Pre-Bid Conference and Job-Walk is **Non-Mandatory**, all bidders will be held to full knowledge of all conditions discussed or seen during the walkthrough. Bidder is recommended to attend either one of the pre-bid conference and job walk date.

License/s Required: A and/or B

Contract Bid Documents: Copies of the Contract Documents including Drawings and Specifications will be available on the East Side Union High School District 'Current RFQ, RFP, BIDS' page. The Contract Documents can be printed at the bidder's expense to assist in the bid process.

- Link: <http://www.esuhsd.org/Community/Purchasing/Capital-Purchasing/Current-RFQ-RFP-BIDS/index.html>

Invitation to ESUHSD Pre-Qualified Bidders

Site Name:	Santa Teresa High School		
Project Name:	DW Infrastructure – Play Court Improvements		
Project #:	Z-070-705	Bid #:	B-10-18-19

Labor Compliance Program: Under the new contractor registration program, contractors must meet certain minimum requirements, register with DIR using the new online application system and pay an annual fee of \$300.00. Under the new contractor registration program, DIR (through the Labor Commissioner's Office) will monitor and enforce prevailing wage laws. Therefore, all CMU or LCP requirements based on the funding source have been eliminated and replaced by requirements that apply to all public works projects as set forth in the Labor Code. No bid can be accepted nor any contract or subcontract entered into without proof that the contractor and all subcontractors are registered.

Project Labor Agreement: The District and/or its designee will be operating a Project Labor Agreement on this project. For questions or assistance concerning the Project Labor Agreement, contact Matt Moynihan with Employers Advocate at (925) 930-0014, mmoynihn@eainc.com or Norene Sakazaki with the Building Trades Council at 408-265-7643, norene@scbtc.org.

Pre-Qualification: Pre-qualification is a requirement for ALL contractors that will enter into a contract/agreement directly with East Side Union High School District. Pre-qualified contractors are not required to use pre-qualified sub-contractors. The District encourages the use of pre-qualified sub-contractors. Contractors may apply for pre-qualified status by obtaining a copy of the pre-qualification package from East Side Union High School District's at www.esuhsd.org/Community/Purchasing/Contractor-Pre-Qualification/index.html. Pre-qualification packages must be received a minimum of ten (10) business days prior to bid opening, and contractors must be pre-qualified a minimum of five (5) business days prior to bid opening.

For more information, please contact **Tuyen Nguyen** at nguyentm@esuhsd.org or (408) 613-7268 and **copy Capital Purchasing at CapPurchasing@esuhsd.org**

The Board of Trustees reserves the right to waive any irregularities, accept or reject any or all bids, for any reason, and be the sole judge of merit and suitability of the workmanship and materials.

For the Board of Trustees
East Side Union High School District
Chris D. Funk, Superintendent

END OF INVITATION TO ESUHSD PRE-QUALIFIED BIDDER

NOTICE TO BIDDERS – ADDENDUM 01

1. Notice is hereby given that the governing board ("Board") of the East Side Union High School District ("District") will receive sealed bids for the following project, **Bid No.: B-10-18-19**, ("Project" or "Contract"):

DW Infrastructure - Play Court Improvements (ST)

The Project consists of: **rehabilitating the tennis courts by excavating 6 inches of existing material, lime/cement treating the native soil to a depth of 8 inches and placing 3-1/2 inches of hot mix asphalt (HMA); removing and replacing PCC sidewalk, curb and gutter; removing the existing chain link fencing and placing new 12 foot high chain link fencing and gates with privacy netting; removing the existing tennis court nets and hardware and installing new tennis court hardware and netting; removing and replacing redwood headerboard; removing and disposing of existing trees, roots and root balls; applying acrylic seal coating; new paint markings; and all other miscellaneous details associated with the work.**

2. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s):

A and/or B

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

3. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. The Bidder's registration must remain active throughout the term of the Contract.
4. Contract Documents will be available on or after March 6, 2019, for review at the District's Capital Purchasing website:
<http://www.esuhdsd.org/Community/Purchasing/Current-RFQ-RFP-Bids/index.html>
In addition, Contract Documents are available for bidders' review at the following builders' exchanges:
 - A. Builder's Exchange of Santa Clara County: Kanani Fonseca, KF@bxscoco.com, (408) 727- 4000
 - B. Central Coast Builders Association: Shelly Verba, admin@ccbabuilds.com, (831) 758-1624
5. Sealed bids will be received until **2:00 PM, March 28, 2019**, at the District's Capital Purchasing Office, 830 North Capitol Avenue, San Jose, California 95133, at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

6. Pursuant to Public Contract Code section 20111.5, only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned unopened to the bidder. Pre-qualification packages must be received a minimum of ten (10) business days prior to bid opening, and contractors must be pre-qualified a minimum of five (5) business days prior to opening bid.
7. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
8. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the East Side Union High School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within ten (10) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
9. A voluntary pre-bid conference and site visit will be held on **March 12, 2019 and March 19, 2019, at 10:00 AM, at Santa Teresa High School, 6150 Snell Road, San Jose, California.** All participants are required to sign in front of the **Administration Building, 6150 Snell Road, San Jose, California.** Contractor is recommended to attend either one of the pre-bid conference site visit. The site visit is expected to take approximately 30 minutes
10. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.
11. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
12. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <http://www.dir.ca.gov>.
13. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The Contractor and all Subcontractors under the Contractor shall furnish electronic certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
14. The District has entered into a Project Labor Agreement that is applicable to this Project. For questions or assistance concerning the Project Labor Agreement, contact

Matt Moynihan with Employers Advocate at (925) 930-0014, moynihan@eaicn.com or Norene Sakazaki with the Building Trades Council at 408-265-7643, norene@scbtc.org.

15. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
 - A. The base bid amount only.
16. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

SUMMARY OF WORK – ADDENDUM 01

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access Conditions and Requirements;
- B. Special Conditions.

1.02 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this Contract consists of the following:

Rehabilitating the tennis courts by excavating 6 inches of existing material, lime/cement treating the native soil to a depth of 8 inches and placing 3-1/2 inches of hot mix asphalt (HMA); removing and replacing PCC sidewalk, curb and gutter; removing the existing chain link fencing and placing new 12 foot high chain link fencing and gates with privacy netting; removing the existing tennis court nets and hardware and installing new tennis court hardware and netting; removing and replacing redwood headerboard; removing and disposing of existing trees, roots and root balls; applying acrylic seal coating; new paint markings; and all other miscellaneous details associated with the work.

CONTRACTS

- B. Perform the Work under a single, fixed-price Contract.

1.03 WORK BY OTHERS

- A. Work on the Project that will be performed and completed prior to the start of the Work of this Contract:

[FILL IN OR MODIFY AS APPROPRIATE]

- (1) Asbestos removal/abatement.
- (2) Lead paint removal/abatement.

- B. Work on the Project that will be performed by others concurrent with the Work of this Contract:

- (1) Not applicable

1.04 CODES, REGULATIONS, AND STANDARDS

- A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this Project. Where codes, regulations, and standards conflict with the Contract Documents, these conflicts shall be brought to the immediate attention of the District and the Architect.
- B. Codes, regulations, and standards shall be as published effective as of date of bid opening, unless otherwise specified or indicated.

1.05 PROJECT RECORD DOCUMENTS

- A. Contractor shall maintain on Site one set of the following record documents; Contractor shall record actual revisions to the Work:
 - (1) Contract Drawings.
 - (2) Specifications.
 - (3) Addenda.
 - (4) Change Orders and other modifications to the Contract.
 - (5) Reviewed shop drawings, product data, and samples.
 - (6) Field test records.
 - (7) Inspection certificates.
 - (8) Manufacturer's certificates.
- B. Contractor shall store Record Documents separate from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.
- C. Contractor shall record information concurrent with construction progress.
- D. Specifications: Contractor shall legibly mark and record at each product section of the Specifications the description of the actual product(s) installed, including the following:
 - (1) Manufacturer's name and product model and number.
 - (2) Product substitutions or alternates utilized.
 - (3) Changes made by Addenda and Change Orders and written directives.

1.06 EXAMINATION OF EXISTING CONDITIONS

- A. Contractor shall be held to have examined the Project Site and acquainted itself with the conditions of the Site and of the streets or roads approaching the Site.

- B. Prior to commencement of Work, Contractor shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.
- C. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the Contract Documents, Contractor shall immediately report same to the District and the Architect.

1.07 CONTRACTOR'S USE OF PREMISES

- A. If unoccupied and only with District's prior written approval, Contractor may use the building(s) at the Project Site without limitation for its operations, storage, and office facilities for the performance of the Work. If the District chooses to beneficially occupy any building(s), Contractor must obtain the District's written approval for Contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Contractor's access to the building(s) shall be limited to the areas indicated.
- B. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor.
- C. Contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.
- D. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.
- E. No one other than those directly involved in the demolition and construction, or specifically designated by the District or the Architect shall be permitted in the areas of work during demolition and construction activities.
- F. The Contractor shall install the construction fence and maintain that it will be locked when not in use. Keys to this fencing will be provided to the District.

1.08 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Contractor shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Contractor's expense and made to the District's satisfaction.
- B. Contractor shall be alert to the possibility of the existence of additional structures and utilities. If Contractor encounters additional structures and utilities, Contractor will immediately report to the District for disposition of same as indicated in the General Conditions.

1.09 UTILITY SHUTDOWNS AND INTERRUPTIONS

- A. Contractor shall give the District a minimum of three (3) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The District will set exact time and duration for shutdown, and will assist Contractor with shutdown. Work required to re-establishing utility services shall be performed by the Contractor.
- B. Contractor shall obtain District's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with District's use of the building(s) or adjacent facilities. Contractor shall include all costs associated with such shut downs/interruptions within its bids.

1.10 STRUCTURAL INTEGRITY

- A. Contractor shall be responsible for and supervise each operation and work that could affect structural integrity of various building elements, both permanent and temporary.
- B. Contractor shall include structural connections and fastenings as indicated or required for complete performance of the Work.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

BID FORM AND PROPOSAL – ADDENDUM 01

To: Governing Board of East Side Union High School District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. B-10-18-19.

PROJECT: DW Infrastructure - Play Court Improvements (ST)

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

ITEM	DESCRIPTION	UNIT	TOTAL
1.	All Work of Contract Documents other than Work separately provided for under other Bid items	Lump Sum	\$
2.	Site Utilities Allowance. Any unused allowance amount shall be returned to the District.	Lump Sum	\$5,000.00
3.	Total Bid Amount (Sum of Items 1-2)		\$

<div style="text-align: right; margin-bottom: 5px;">_____ dollars \$ _____</div> <p>BASE BID</p> <p><i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices.</i></p>

Additional Detail Regarding Calculation of Base Bid (provide in Bid Schedule)

- Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Conflict of Interest
 - Non-Collusion Declaration
 - Iran Contracting Act Certification

**EAST SIDE UNION HIGH SCHOOL DISTRICT
Z-070-705, Santa Teresa High School,
DW Infrastructure – Play Court Improvements
Bid #: B-10-18-19**

**BID FORM AND PROPOSAL- ADDENDUM 01
DOCUMENT 00 41 13-2
Adopted: 01/19/2017**

8. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a _____ license.
10. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
13. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
15. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
16. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signed by: _____

Title of Signer: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT