



**Concrete Replacement at Multiple Sites  
Project**

**Bid No. B-06-2021-22**

**April 4, 2022**

**BERRYESSA UNION SCHOOL DISTRICT  
SAN JOSE, CALIFORNIA**

This Addendum forms a part of the Contract Documents. Bidders must acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

**SPECIFICATION CLARIFICATIONS:**

**Item 1: Bid Form (Document 00 41 26):**

Revised to include item 5 – Unit Prices

**Item 2: Bid Bond Form (Document 00 43 13):**

Revised with the correct project name.

**Plan Clarifications**

None

**Pre-Bid Questions**

**1. Question - Is there a plan that shows PCC repairs? A list with the piece sizes?**

**Answer – The plans provide are in the project manual. There is not a list of replacement sizes only square footage per site is provided.**

**2. Question - Will weekend work be allowed?**

**Answer – Weekend work is allowed with no additional cost to the District.**

**3. Question - Pg192 in the specs mentions hiring a private utility locator, but the technical specs only mention calling in USA. Will a private locator be required?**

**Answer – A private locator is required.**

**4. Question - Pg192 calls for us to install temp fence around the work area. Since there isn't a plan showing the work area/piece sized can you quantify how much will be required or have a unit price for it?**

**Answer – Temp fencing is not required but the Contractor must "safe-off" any open excavations or trip hazards.**

**5. Question - - Pg240 calls for us to get a surveyor and do a final property survey. Is this required?**



**Answer – A surveyor is not required.**

**6. Question - Will there be a bid item added for the removal of wooden expansion joints & patching back?**

**Answer – Yes, see the attached Addendum 1 Bid Form – Item 5 - Unit Prices**

**7. Question - I saw the Noble and Sierramont access was bad, but how easy is it to access the pieces on Toyon since we weren't able to go there? Able to pull up a truck to the piece(s)?**

**Answer – Access to Noble and Toyon is good. Only Sierramont has access challenges.**

**8. Question - And just to confirm we can reuse the base for all the locations except for at Ruskin since it sits on dirt?**

**Answer – Reuse of existing base rock is acceptable.**

**Attachments:**

Document 00 41 26 Bid Form – Addendum #1

Document 00 43 13 Bid Bond Form – Addendum #1

END OF ADDENDUM 01

**DOCUMENT 00 41 26**

**BID FORM**

Berryessa Union School District  
 1376 Piedmont Rd.  
 San Jose, CA 95132

Dear Board Members:

The undersigned doing business under the firm name of:

\_\_\_\_\_ hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents:

**Concrete Replacement at Multiple Sites**  
**Bid # B-06-2021-22**

prepared by: Pavement Engineering Inc.  
 for the amount of:

<b>Item</b>	<b>Concrete Replacement – Provide &amp; install 4” PCC sidewalk at each site. Include all labor and materials to remove existing PCC sidewalk and install new PCC sidewalk</b>	<b>SF Cost</b>	<b>Total Site Cost</b>
<b>1</b>	<b>Noble Elementary School – Removal of 2,400 SF of existing PCC sidewalk and installation of 2,400 SF of new PCC sidewalk</b>		<b>\$ _____</b>
<b>2</b>	<b>Toyon Elementary School – Removal of 1,000 SF of existing PCC sidewalk and installation of 1,000 SF of new PCC sidewalk</b>		<b>\$ _____</b>
<b>3</b>	<b>Ruskin Elementary School - Removal of 1,000 SF of existing PCC sidewalk and installation of 1,000 SF of new PCC sidewalk</b>		<b>\$ _____</b>
<b>4</b>	<b>Sierramont Middle School - Removal of 2,400 SF of existing PCC sidewalk and installation of 2,400 SF of new PCC sidewalk</b>		<b>\$ _____</b>
<b>Subtotal of All Site Costs – Items 1, 2, 3, 4</b>			<b>\$ _____</b>
<b>5</b>	<b>Project Allowance</b>		<b>\$ 50,000.00</b>
<b>6</b>	<b>_____ Dollars</b> <b>Total Amount in Words</b> <b>Base Bid (items 1, 2, 3, 4) + Allowance (item 5)</b>		<b>\$ _____</b>

11.1.6.1 UNIT PRICES

Any and all additional work and/or deductions shall be based on the Unit Prices. DO NOT INCLUDE THE UNIT PRICING IN YOUR BASE BID.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
1.	Seal Coat Existing AC Paving	100	SF	\$_____	\$_____
2.	Repaint Game Lines / Parking Stalls	100	LF	\$_____	\$_____
3.	Remove & Replace Redwood Headerboard	10	LF	\$_____	\$_____
4.	Remove & Replace HMA (Hot Mix Asphalt – 3”.	100	SF	\$_____	\$_____
5.	Sierramont MS – Remove existing 2 X 4 Redwood expansion joints and replacement with non-shrink grout	100	LF	\$_____	\$_____

11.1.6.2 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder’s Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect’s services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder’s Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder’s Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage

shall be recognized by the Owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

\_\_\_\_\_

Our Public Liability and Property Damage Insurance is placed with:

\_\_\_\_\_

Our Workers' Compensation Insurance is placed with:

\_\_\_\_\_

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

**NOTE:** Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the

ADDENDUM 1

signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Company as Licensed: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

California Contractor License No.: \_\_\_\_\_

Class and Expiration Date: \_\_\_\_\_

State of Incorporation, if Applicable: \_\_\_\_\_

( ) Evidence of authority to bind corporation is attached.

Dated: \_\_\_\_\_, \_\_\_\_\_

Signed: \_\_\_\_\_

END OF DOCUMENT

DOCUMENT 00 43 13

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we the undersigned \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the Berryessa Union School District (“Owner”) in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of **Concrete Replacement at Multiple Sites** Project in strict accordance with Contract Documents.

NOW, THEREFORE,

a. If said bid shall be rejected, or, in the alternative;

b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
Business Address)

By:\_\_\_\_\_

\_\_\_\_\_

The rate or premium of this bond is \_\_\_\_\_ per thousand, the total amount of premium charged, \$\_\_\_\_\_.

(The above must be filled in by Corporate Surety).

END OF DOCUMENT