

ADDENDUM NUMBER TWO

ASPHALT REPLACEMENT AT CAJON PARK SCHOOL

SANTEE SCHOOL DISTRICT

BID #2021-075-001

DATE: January 23, 2020

General - All project documents including contract documents, drawings, and specifications, shall remain unchanged with the exception of those elements added, revised, deleted, or clarified by this addendum. **Acknowledge receipt of Addendum Number TWO in the appropriate place provided on the Bid Form**

ITEM NO. 1 ADDENDUM TWO	REPLACE SPECIAL CONDITIONS WITH REVISED SPECIAL CONDITIONS ATTACHED.
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- A) Revise: Section A, Item 3 (Time of Performance):
 - 1. The anticipated completion of work shall be no later than Friday, August 14, 2020.
- B) Eliminate Section A, Items 6 – 10.
- C) Change Section B (Liquidated Damages) to five-hundred dollars (\$500.00) per day.
- D) Revise Section M (Santee School District Calendar) to include:
 - August 10, 2020 School offices open to the public.
 - August 19, 2020 First Day of School, Staff and Students on site.
- E) Add Section Q: District Staff on site during summer break:
 - 1. Custodial team on site during summer break.
 - 2. Maintenance & Operations staff and Grounds Staff on site occasionally.

ITEM NO. 2 ADDENDUM TWO	REPLACE SITE MAP WITH REVISED SITE MAP ATTACHED.
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- A) See Revised Site Map to clarify the following information:
 - 1. Base Bid Pavement section consists of aggregate of the prepared subgrade soils: 6: over 12" base.
 - 2. Additive Alternate pavement section consists of 4" AC Thickness.
 - 3. Redwood Headers per site map.
 - 4. New berm for playground sand per site map.

ITEM NO. 3 ADDENDUM TWO	REPLACE BID FORM WITH REVISED BID FORM ATTACHED.
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- A) Replace the Bid Form in the Bid Package with the attached revised Bid Form.

ITEM NO. 4 ADDENDUM TWO	REPLACE CONTRACT WITH REVISED CONTRACT ATTACHED.
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- A) Replace the Contract in the Bid Package with the attached revised Contract to allow time to include a 30-day wait period, do a water test, then apply the seal coat, and do the line striping. Work to begin on June 11, 2020, and end on August 14, 2020, which allows for sixty-five (65) calendar days.

END OF ADDENDUM TWO
SANTEE SCHOOL DISTRICT
ASPHALT REPLACEMENT AT CAJON PARK SCHOOL
BID #2021-075-001

SPECIAL CONDITIONS

BID #2021-075-001 ASPHALT REPLACEMENT AT CAJON PARK SCHOOL

- A. Time of Performance.** The work shall be commenced on the date stated in the District's notice to the Contractor to proceed, and shall be completed within dates stated on Agreement (See Article 2 of Agreement), **and in accordance with the scheduled dates and phases as specified below.** District and Contractor each hereby stipulate that the stated performance period is accepted as reasonable and that no other performance period shall be acceptable unless accepted in writing (See Article 2 of Agreement and Article 6 of General Conditions.)

Work under this contract shall be scheduled and coordinated in compliance with the following:

1. The contract is scheduled to be awarded on Tuesday, March 3, 2020. The anticipated commencement of work shall be June 11, 2020.
2. All submittals shall be prepared and submitted no later than 12:00 p.m. on June 1, 2020.
3. The anticipated completion of work shall be no later than ~~Wednesday, July 28, 2020~~. Friday, August 14, 2020.
4. If the site will not be available after the Notice to Proceed date, Contractor shall utilize this time period for administrative tasks and initial mobilization scheduling and shall coordinate such activities with District.
5. Soils/Geotechnical reports are available for information only on the website per link: <http://www.santeesd.net/Page/6414>
6. ~~**Excavation Characteristics:**~~
Field Exploration results indicated that the project site is underlain by fill with weathered granitic rock underlying the fill in the eastern portion. Excavation of the subsurface materials should be feasible with heavy-duty excavation equipment in good working condition. However, due to the potential variability in the thickness of the fill layer, and the presence of gravel and cobbles in the fill, the contractor should anticipate difficult conditions when performing excavations.
7. ~~**Site and Subgrade Preparation:**~~
For areas to receive new pavement, site preparation activities should begin by clearing and removing existing AC, deleterious materials, including organics (such as roots), and oversize materials. There is a layer of Petromat® within the encountered AC surfacing. Underground utilities within the proposed limits of the replacement should be located prior to the commencement of earthwork operations.

The results of the laboratory testing indicated that the subgrade soils have variable moisture conditions in their current condition. Therefore, following the site preparation and the removals to achieve finished subgrade elevation, the upper 12 inches of exposed subgrade must be scarified, and moisture conditioned to near optimum moisture content. The moisture conditioned subgrade must then be compacted to relative compaction of 95 percent of the modified Proctor density in accordance with ASTM International (ASTM) D 1557.

8. ~~8. **Pavement Reconstruction:**~~

~~Laboratory testing performed on a sample of the fill materials collected from boring B-4 indicated an R-value of less than 5. Actual flexible pavement recommendations should be based on R-value tests performed on bulk samples of the soils that are exposed at the finished subgrade elevations across the site at the completion of the grading operations. Therefore, Santee School District will be re-evaluating the pavement design, based on the R-value of the subgrade materials exposed at the time of construction.~~

9. ~~9. **Preliminary Pavement Section as follows:**~~

~~Aggregate base materials must conform to Caltrans Class 2 aggregate base materials as defined in Section 26 of the Caltrans Standard Specifications (2018b). Aggregate base materials should be moisture conditioned to near optimum moisture content and should be placed over prepared subgrade materials. The aggregate base materials must be compacted to a relative compaction of 95 percent of the modified Proctor density in accordance with ASTM D 1557.~~

~~The AC materials must consist of a 3/8" gradation in accordance with Class D materials as presented in Section 206-6.5.4 of the Greenbook (2018) with a Performance Grade (PG) 7-10 polymer modified (PM) binder. The AC materials must be placed over the aggregate base materials and be compacted to 95 percent relative compaction as compared to the material's Hveem density.~~

~~As part of the reconstruction, continuous headers (i.e., edge confinement) will be utilized along the portions of the play area perimeter which are adjacent to the dirt surfacing. Also, the AC surface must be placed in such a manner as to provide positive drainage so that surface water is not permitted to pond on the surface and is diverted off of and away from the AC materials.~~

~~The above materials are required because the play area will be subject to pedestrian use along with the occasional maintenance vehicle. The hardcourt pavement areas are also to be used as fire lanes. With this in mind, the flexible pavement section needs to consist of 4" of AC over 16" of aggregate base over the prepared subgrade soils.~~

10. ~~10. A temporary fence is to be provided by the contractor at the Cajon Park Site around the project area for safety reasons.~~

- B. Liquidated Damages.** If work under this contract is not ready for the intended use within the specified time period, the agreed liquidated damages established in Article 6 of the General Conditions, per calendar day for each calendar date facility is not operational and completion is delayed will be **five-hundred dollars (\$500.00) per day**.

C. Bonds. Contractor shall provide (i) a bid bond in the amount of ten (10%) of the contract price; (ii) a payment bond in the total amount of one hundred percent (100%) of the contract price; and (iii) a performance bond in the amount of one hundred percent (100%) of the contract price.

SANTEE SCHOOL DISTRICT will require a payment bond issued by an admitted Surety approved to conduct business in the State of California from the successful bidder regardless of the contract amount.

Rating for the surety must be A++, A+, A, or no less than A-. Bonds submitted for less than A- will not be accepted. Unless acceptable bonds are provided, the bid award will be rescinded and re-awarded to the next low, responsive bidder.

Rating information can be obtained from Best's State Rate Filings:
<http://www.ambest.com/bsrf>

D. Insurance. As provided in General Conditions, Contractor shall procure and maintain and shall require all subcontractors, if any, whether primary or secondary, to procure and maintain either:

Comprehensive General Liability Insurance.

with a combined single limit per occurrence
of not less than\$1,000,000

OR

Commercial General Liability and Property Damage Insurance

(including automobile insurance) which provides
limits of not less than:

(a) Per occurrence (combined single limits)	\$1,000,000
(b) Project Specific Aggregate (for this project only).	\$1,000,000
(c) Products/Completed Operation	\$1,000,000
(d) Personal & Advertising Injury limit	\$1,000,000

AND

Builder's Risk (or Course of Construction Coverage) Applicable/Fire
Insurance

(See Article 40) Project Replacement Value at replacement value, \$100%
(One Hundred Percent)

Insurance Covering Special Hazards: Following special hazards shall be covered by riders or riders to above-mentioned commercial liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

Automotive and truck where operated in amounts	\$1,000,000
Material hoist where used in amounts	\$1,000,000
Explosion, collapse & Underground (XCU) coverage	\$1,000,000
Excess Liability Insurance coverage in the amount of	\$1,000,000

Additional Insured Endorsement: Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insured's.

- E. **Executed Copies:** The number of executed copies of the Agreement, the Fingerprinting Form, the Performance Bond, and the Payment Bond for Public Works required is four (2).
- F. **License Classification:** Each bidder shall be a licensed Contractor pursuant to the Business and Professions Code and shall be licensed in the following classification **(A) General Engineering Contractor or (C12) Earthwork & Paving Contractor.**
- G. **Fingerprinting:** The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees are **NOT** subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 13 of the General Conditions.
- H. **Award of Bid:** The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the Owner, will be to the lowest responsive, responsible bidder therefore.

The lowest bid shall be the lowest total bid price on the Total of Base Bid plus any and all alternates for each Bid. The bid will be awarded to only one bidder.

- I. **Work Schedule:** A work schedule is to be reviewed and approved by Bryce Storm, Director of Facilities, Maintenance & Operations, (619) 258-2334, bryce.storm@santeesd.net with a pre-construction meeting at the job site to review the project prior to start of work.
- J. **Safety:** The contractor shall be responsible for the safety of his workers and his subcontractors, the public, school staff, and students within his area of work. The contractor shall provide substantial barricades around his area of work. When operating large, noisy pieces of equipment such as trucks, augers, back hoes, etc. during school hours, the contractor shall provide a workman specifically to stand or walk beside the equipment to insure students and staff stay clear. Such equipment shall be stopped during class passing.

At the end of each workday, the area shall be left reasonably free of debris and secured. Holes and trenches shall be scheduled so that they are covered or filled as soon as possible.

- K. **Noise:** Operations which create intense, sustained noise shall be scheduled per City of Santee noise regulations.

L. Tobacco Free Schools/Facilities

Per Board Policy BP 3513.3:

The Governing Board recognizes the health hazards associated with smoking and the use of tobacco products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff.

The Board prohibits the use of tobacco products at any time in district-owned or leased buildings, on district property and in district vehicles. (Health and Safety Code 104420; Labor Code 6404.5; 20 USC 6083)

This prohibition applies to all employees, students and visitors at any instructional program, activity or athletic event.

Smoking or use of any tobacco-related products and disposal of any tobacco-related waste are prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet the playground. (Health and Safety Code 104495)

M. Santee School District Calendar:

July 3, 2020	Closed for Holiday, No Staff
July 29, 2020	Principals Return
July 30, 2020	Vice-Principals Return
August 3, 2020	Office Staff return
August 10, 2020	School offices open to the public.
August 19, 2020	First Day of School, Staff and Students on site

N. General Conditions Article 20: (add the following statement)

1. Temporary toilet and wash facilities to be provided in the contractor's staging area.

O. Contractor's staging area:

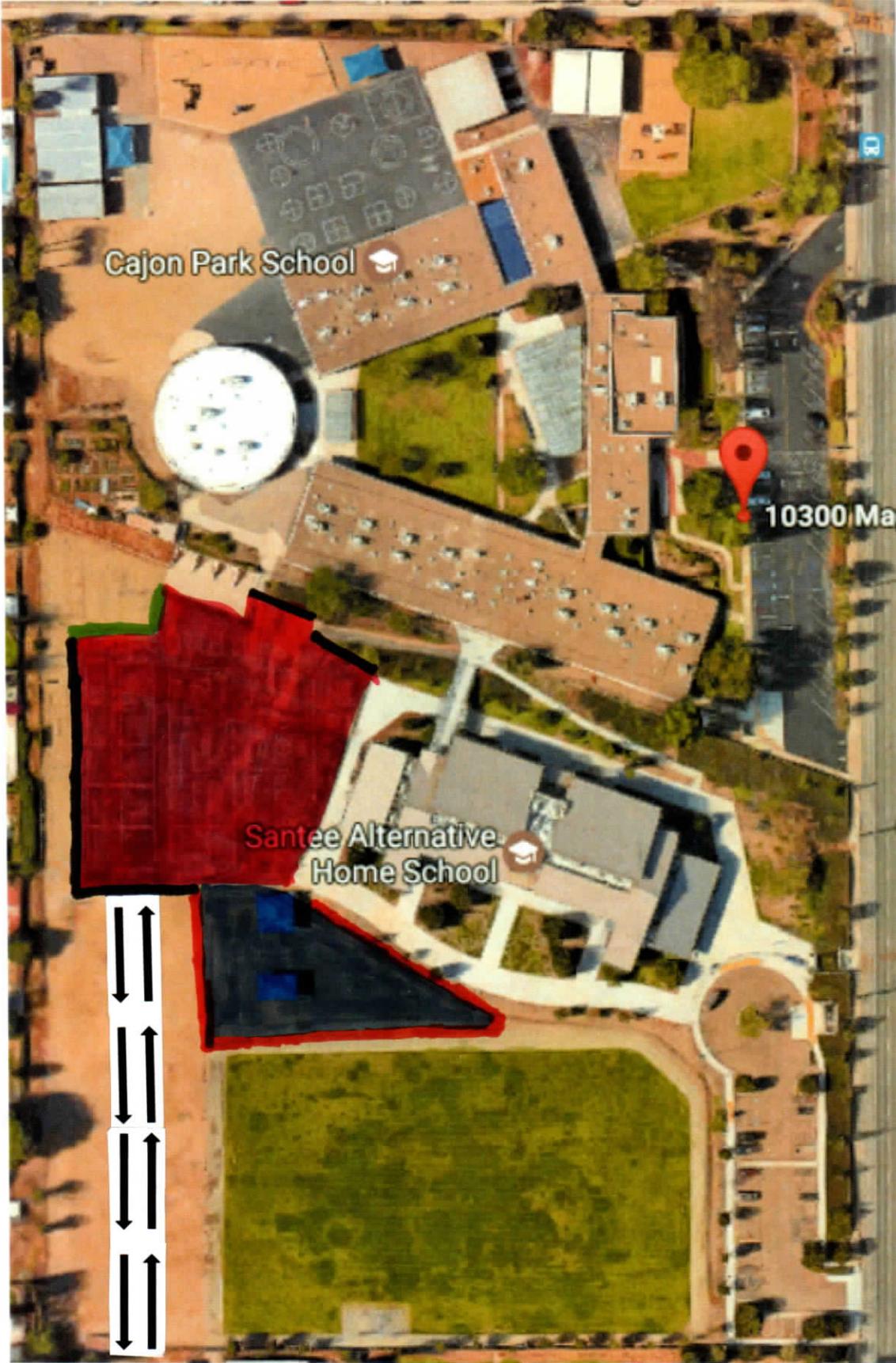
1. Contractor to provide a staging area in a location approved by the District. Fencing is not required, but encouraged. Access around the buildings and to and from the site for pedestrians and vehicles must be maintained.

P. Scope of Work – See attached colored site plans.

Q. District Staff on site during Summer Break:

1. Custodial team on site during summer break.
2. Maintenance & Operations Staff and Grounds Staff on site occasionally.

END OF SPECIAL CONDITIONS



Cajon Park School
 10300 N. Magnolia Ave.
 Santee, CA 92071

Bid 2021-075-001
 Addendum 2

2" x 6" Redwood Header

90', 6" Curb

2" x 4" Redwood Header

Path of Travel

BASE BID: 6" over 12"

ADD ALT #1: 4" AC Thickness



**BID #2021-075-001
ASPHALT REPLACEMENT
AT CAJON PARK SCHOOL**

BID FORM

To be returned with bid documents:

NAME OF BIDDER: _____

Business Name: _____

Contact Name: _____

Business Address: _____

Phone Number: (_____) _____

FAX: (_____) _____

E-Mail Address: _____

Company Website: _____

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BASE PRICE PLUS ALTERNATES:

PLEASE GO TO NEXT PAGE:

	BID PRICE (IN WRITTEN FORM) Said Sum includes all applicable taxes and costs	BID PRICE (IN NUMBERS) Said Sum includes all applicable taxes and costs
BASE BID: REMOVE ALL EXISTING ASPHALT, INCLUDING PETROMAT, AND REPLACE WITH NEW MATERIALS PER SPECIAL CONDITIONS		\$ _____
ADDITIVE ALTERNATE #1: ADD NEW ASPHALT WITH NEW MATERIALS PER SPECIAL CONDITIONS		\$ _____
ADD ALLOWANCE		\$ <u>50,000.00</u>
TOTAL BID (INCLUDES ALTERNATE & ALLOWANCE)		\$ _____
UNIT COST FOR 100 SQ. FT. IN BASE BID (NOT INCLUDED IN BID AMOUNT)		\$ _____
UNIT COST FOR 100 SQ. FT. IN ADDITIVE ALTERNATE #1 (NOT INCLUDED IN BID AMOUNT)		\$ _____

The lowest bid shall be the lowest total base price plus alternates. The bid will be awarded to only one bidder.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Informal Bids from and after the bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the District's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors,

License No. _____, Expiration Date _____, class of license _____. If the bidder is a joint venture, each member of the joint venture must include the above information.

List all other classifications for this license number: _____

Bidder's DIR # _____

Bidder is to indicate if they are a Certified DVBE Contractor (Attached is a copy of DVBE Certification Letter issued by OSBCR)

_____ Yes _____ No

Bidder is to indicate if a Good Faith Effort was made to include DVBE Subcontractors and suppliers in the Bid:

_____ Yes _____ No

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. _____

Addenda No. _____

Addenda No. _____

1. The required bid security is attached hereto or bidder's bid will be rejected as nonresponsive.
2. The required Designation of Subcontractors is attached hereto or bidder's bid will be rejected as nonresponsive.
3. The required Designation of DVBE Subcontractors is attached hereto.
4. The required Contractors Statement Regarding Maintaining a Drug Free Workplace is attached hereto or bidder's bid will be rejected as nonresponsive.
5. The required NOTARIZED Non-Collusion Affidavit is attached hereto or bidder's bid will be rejected as nonresponsive.
6. The required Worker's Compensation Certificate is attached hereto or bidder's bid will be rejected as nonresponsive.
7. The required NOTARIZED Fingerprint Requirement Application is attached hereto or bidder's bid will be rejected as nonresponsive.
8. The required bid security in the amount of not less than 10% of the Total Bid Price is attached hereto or bidder's bid will be rejected as nonresponsive.
9. The required NOTARIZED Asbestos-Free Materials Certification is attached hereto or bidder's bid will be rejected as nonresponsive.
10. The required Information of Bidders (List of Current Projects & List of Completed Projects) is attached hereto.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

CONTRACT

THIS CONTRACT is made this ____ day of _____, 2020, in the County of San Diego, State of California, by and between the **SANTEE SCHOOL DISTRICT**, hereinafter called District, and _____ hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated in the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

**BID #2021-075-001
ASPHALT REPLACEMENT
AT CAJON PARK SCHOOL**

The Contractor and its surety shall be liable to the District for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in the District's Notice to Proceed. As specified in District's notice to proceed, the work shall be completed within:

Date of Contract Award:	March 3, 2020
Construction to Begin:	June 11, 2020
Ending Date	: August 14, 2020*

The Contractor shall complete all Work required by the Contract Documents within *sixty-five (65) calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the work.

ARTICLE 3. CONTRACT PRICE. The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ (_____). Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum of actual damages up to one-thousand dollars (\$1,000) for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation
- Bid Security
- Designation of Subcontractors
- Information Required of Bidders (List of Current and Completed Projects)

Designation of DVBE Subcontractors
 Asbestos-Free Material Certification (notarized)
 Statement Regarding A Drug-Free Workplace
 Fingerprint Requirement Application (notarized)
 Non-Collusion Affidavit form (notarized)
 Contract
 Performance Bond
 Payment Bond
 General Conditions
 Special Conditions
 Technical Specifications (as applicable)
 Addenda
 Plans and Drawings (as applicable)
 Approved and fully executed change orders
 Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the labor Code which such rates may be obtained online at <http://www.dir.ca.gov/dlsr> and which must be posted at the job site. Contractor is subject to the Labor Compliance Program (LCP) requirements per SB 854 established June 20, 2014.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

<p><u>NAME OF CONTRACTOR</u></p> <p>By _____ (signature)</p> <p>Name and Title: _____</p> <p>License No. _____</p>	<p><u>SANTEE SCHOOL DISTRICT</u> By Assistant Superintendent, Business Services</p> <p>_____</p> <p>Karl Christensen</p>
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