

Addendum No. 2

Bid No. 24/25-01MO, Unit Cost Pricing for Floor Installation

August 29, 2024

Addendum No. 2 forms a part of the Agreement and modifies the original bid documents. It is intended that all work affected by the following modifications shall conform to related provisions and general conditions of the Agreement, of the original bid documents. ALL OTHER PROVISIONS of the original bid documents shall remain unchanged. **Modify the following items wherever appearing in any portion of the bid documents. Acknowledge receipt of Addendum No. 2 on the Revised Bid Form. Failure to do so may subject bidder to disqualification.**

Changes to Bid Documents

- 2.1 The District has made changes to the Bid Form and Bid Form Pricing Sheet.
 - 2.1.1 The Bid Form and Bid Form Pricing Sheet are now referred to as **Revised Bid Form and Revised Bid Form Pricing Sheet** (reference attachment). Bidder is to utilize the **Revised Bid Form and Revised Bid Form Pricing Sheet** for their bid submittal.

NOTE: The failure or omission of any bidder to receive or examine any bid document, forms, instrument, addendum, specifications, or other documents, shall by no means relieve any bidder from any obligation with respect to its bid or to the contract.

REVISED BID FORM

Name of Bidder: _____
To: Irvine Unified School District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Bid Security, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order Forms, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, specifications, scope of work, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

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all in strict conformity with the Project Documents, including Addenda Nos. _____, _____, _____, and _____, on file at the office of the DISTRICT for the sum of **'Grand Total' from Bid Form/Bid From Pricing Sheet on Page 6 will be used for the calculation of the Bid Bond**) _____ Dollars (\$_____).

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The initial term of the Agreement is through June 30, 2025. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) and the approval of the DISTRICT's Governing Board, for an additional four (4) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

4. The required bid security is attached.

6. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, District Rules and Regulations, Guarantee, and the Disabled Veteran Business Enterprises Certification, if applicable, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, as per the date stated on the DISTRICT's Notice to Proceed and shall be completed by the bidder in the time specified by the DISTRICT.

7. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

8. The name(s) of all persons interested in the bid as principals are as follows:

9. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

10. The undersigned hereby warrants that the bidder has an appropriate license, License No. _____, Class _____, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

11. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and

Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

12. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

13. The undersigned hereby warrants that all work shall be completed within the specified time from the date specified in the Notice to Proceed issued by the District. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of Five Hundred Dollars (\$500.00). (Government Code Section 53069.85)

14. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

15. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

16. The Information Required of Bidder form has been fully completed and is attached hereto.

REVISED BID FORM PRICING SHEET

The District will provide certain materials for flooring projects. The District will supply: carpet materials, walk-off mat systems, LVT, HVT, sheet vinyl and artificial turf.

Bidders/awarded contractor will be responsible for receiving, picking up, managing and delivering materials to the project site. Installation prices shall include material handling, staging, labor services and related items; with the exception of materials supplied by the District.

Bidders/awarded contractor are/is responsible for all other necessary items for proper installation as specified.

The District will determine the low bid by creating three (3) hypothetical projects that make up typical District projects. An accumulated total of all three (3) hypothetical projects will be used to determine the basis of award. These hypothetical projects will be provided to bidders at the bid opening, prior to bids being opened.

The Optional Artificial Turf installation items will be excluded from the basis of award.

Bidder must add up the cost of all the ‘Unit Cost’ items (except the optional artificial turf items) to come up with a Grand Total amount. Bidder must insert the Grand Total amount from page 5 onto page 1 of the Bid Form. The Grand Total amount should be used for the Bid Bond calculation.

Note: For additional information regarding the products and installation protocol; refer to the specifications section of the bid.

| <i>Installation Price for Floor Covering Materials:</i> | | | | |
|---|-------------|-----------------|------------------|--------------|
| Description | Unit | Quantity | Unit Cost | Total |
| Installation of 6-foot cushion carpet material | SY | 100 | \$ | \$ |
| Installation of carpet tile (24x24 or 18x36) | SY | 100 | \$ | \$ |
| Installation of integrated walk-off system | SY | 100 | \$ | \$ |
| Installation of 2.5mm and 5mm LVT | SF | 1000 | \$ | \$ |
| Installation of HVT (no-wax tile) | SF | 1000 | \$ | \$ |
| Installation of 2mm and 3mm sheet goods including heat welding seams | SF | 1000 | \$ | \$ |
| Installation of sheet goods/6-inch cove including Cove cap metal and Cove stick | LF | 500 | \$ | \$ |

| <i>Demolition of Existing Flooring:</i> | | | | |
|---|-------------|-----------------|------------------|--------------|
| Description | Unit | Quantity | Unit Cost | Total |
| Demolition of existing Powerbond carpeting | SF | 1000 | \$ | \$ |
| Demolition of existing Bentley Elite Flex carpeting | SF | 1000 | \$ | \$ |
| Demolition of existing VCT | SF | 1000 | \$ | \$ |
| Demolition of existing LVT and HVT | SF | 1000 | \$ | \$ |
| Demolition of sheet vinyl products | SF | 1000 | \$ | \$ |
| Demolition of existing ceramic tile | SF | 1000 | \$ | \$ |
| Demolition of existing wall base and trim pieces | LF | 500 | \$ | \$ |
| <i>Floor Preparation:</i> | | | | |
| Description | Unit | Quantity | Unit Cost | Total |
| Portland base feather finish skim coat | SF | 1000 | \$ | \$ |
| Standard floor prep over concrete for carpet material | SF | 1000 | \$ | \$ |
| Standard floor prep over wood substrates for carpet material | SF | 1000 | \$ | \$ |
| Provide and install 6mm underlayment (Traxx) | SF | 1000 | \$ | \$ |
| Provide and install 9mm underlayment (Traxx) | SF | 1000 | \$ | \$ |
| Portland self-level pour per quarter inch | SF | 1000 | \$ | \$ |
| Concrete Vapor Emission and Moisture Proofing: 5 – 8 pounds MVER | SF | 1000 | \$ | \$ |
| Concrete Vapor Emission and Moisture Proofing: 8 – 10 pounds MVER | SF | 1000 | \$ | \$ |
| Concrete Vapor Emission and Moisture Proofing (includes bead blasting): 10 – 12 pounds MVER (Koster) | SF | 1000 | \$ | \$ |
| Concrete Vapor Emission and Moisture Proofing: Plastic Protection | SF | 250 | \$ | \$ |

| <i>Ancillary Items¹ (Wall Base & Trim Pieces):</i> | | | | |
|--|-------------|-----------------|--------------------|--------------|
| Description | Unit | Quantity | Unit Cost | Total |
| Provide and install 4-inch rubber wall base | LF | 500 | \$ | \$ |
| Provide and install 4 1/2-inch rubber wall base | LF | 500 | \$ | \$ |
| Provide and install 6-inch rubber wall base | LF | 500 | \$ | \$ |
| Provide and install ADA approved transition | LF | 500 | \$ | \$ |
| <i>Ancillary Items² (Furniture Moving):</i> | | | | |
| Description | Unit | Quantity | Unit Cost | Total |
| Furniture Moving – Standard Classroom | Hour | 4 | \$ | \$ |
| Standard Man Hour Rate for Regular Time | Hour | 1 | \$ | \$ |
| Man Hour Rate for Saturday | Hour | 1 | \$ | \$ |
| Man Hour Rate for Sunday | Hour | 1 | \$ | \$ |
| <i>Ancillary Items³ (Removal and Disposal):</i> | | | | |
| Description | Unit | Quantity | Unit Cost | Total |
| Existing Flooring Materials | SY | 1 | \$ | \$ |
| Latex Backed Carpet | SY | 1 | \$ | \$ |
| Hot Melt Backed Carpet | SY | 1 | \$ | \$ |
| Unitary Backed Carpet | SY | 1 | \$ | \$ |
| Rubber Backed Carpet | SY | 1 | \$ | \$ |
| Vinyl Backed Carpet | SY | 1 | \$ | \$ |
| VCT | SF | 1 | \$ | \$ |
| Sheet Vinyl | SY | 1 | \$ | \$ |
| Linoleum Vinyl | SY | 1 | \$ | \$ |
| Wood Panel Sub Flooring | SF | 1 | \$ | \$ |
| <i>Grand Total to be summation of all line item totals above:</i> | | | | |
| | | | Grand Total | \$ |

Bidder must insert the Grand Total amount from page 6 onto page 1 of the Bid Form. The Grand Total amount should be used for the Bid Bond calculation.

The Optional Artificial Turf installation pricing is not mandatory for this bid. If the bidder chooses to bid this section, they must retain through themselves or a subcontractor a D12 specialty license in conjunction with the California C15 floor covering license.

Pricing shall be based on a hypothetical project of a sod field. Pricing shall not include: electrical work, playground equipment removal, irrigation management, monument management, tree management or tree wells. The bidder should assume that the existing substrate material is sod or grass over native earth.

- ❖ Hypothetical project size: 45' x 100'
- ❖ Excavation shall not exceed 6 inches
- ❖ Easy-lock locking panel system to be installed on top of the native earth
- ❖ Native earth to be compacted to 95%
- ❖ 30 mm mineral pad to be installed on top of the locking panel system
- ❖ Separation fabric to be installed on top of the mineral pad
- ❖ Price to include the installation of owner supplied artificial turf
- ❖ Bidder will be responsible for installation tape, adhesive, backer board, and galvanized staples or nails
- ❖ Bidder to provide 4 pounds of T-cool aggregate infill per square foot

Accumulate price per foot based on a 45' x 100' installation. Price per foot.

Hourly rates for additional services:

| <i>Unit Pricing Quote Sheet:</i> | | | | |
|---|-------------|-----------------|------------------|--------------|
| Description | Unit | Quantity | Unit Cost | Total |
| ❖ Accumulative price per foot based on a 45'x100' installation | SF | 4500 | \$ | \$ |
| <i>Hourly Rates for Additional Services:</i> | | | | |
| Description | Unit | Quantity | Unit Cost | Total |
| Hourly rate for irrigation management | Hour | 1 | \$ | \$ |
| Hourly rate for playground equipment removal and disposal | Hour | 1 | \$ | \$ |
| Hourly rate for tree management, removal and disposal | Hour | 1 | \$ | \$ |
| Hourly rate for monument and tree well management | Hour | 1 | \$ | \$ |
| Hourly rate for additional services | Hour | 1 | \$ | \$ |
| <i>Water Reservoir System – Cooling Field from Underneath:</i> | | | | |
| Description | Unit | Quantity | Unit Cost | Total |
| Provide and install Permavoid water retention underlayment | SF | 1000 | \$ | \$ |

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____
Other Partner(s): _____

Corporation Name: _____
(a _____ Corporation¹)
Business Address: _____

Telephone: _____
Signed by: _____, President, Date: _____
Print Name: _____, President
Signed by: _____, Secretary, Date: _____
Print Name: _____, Secretary
[Seal]

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer

Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____