

Addendum No. 1

Bid No. 18/19-03MO, Unit Cost Pricing for Asphalt

April 30, 2019

This addendum forms a part of the contract 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 contract, of the original bid documents. **Modify the following items wherever appearing in any portion of the bid documents.** Acknowledge receipt of Addendum No. I in the space provided on this form as well as on the Revised Bid Form. Failure to do so may subject bidder to disqualification.

Changes to the Bid Documents

- 1.1 The District has made a minor change to the Bid Form, specifically, the Bid Form Pricing Sheet.
 - 1.1.1 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.
 - 1.1.2 Specifically, the change is on page 7, 'Rough Grade Grass or Dirt Area, Including Removal and Place Average **3"** AC Paving'. **4"** has been changed to **3"**.

ALL OTHER PROVISIONS of the Bid Documents shall remain unchanged. This Addendum is hereby made a part of the Bid Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

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.

SIGN AND RETURN ONE COPY OF THIS ADDENDUM WITH YOUR BID.

Bid Due Date: May 10, 2019 at 2:00 pm.

Company Name

Print Name and Title

Signature

Date

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 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 **(award for Base Bid will be the 'Total Bid Amount' from page 7 of the Bid Form & Bid Form Pricing Sheet)** _____ 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 July 1, 2019 through June 30, 2020. 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 properly notarized 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

3" R and R		
Minimum charge	Minimum Charge	\$
100 SF to 500 SF	Square Foot	\$
501 SF to 1000 SF	Square Foot	\$
1001 SF to 3000 SF	Square Foot	\$
3001 SF to 6000 SF	Square Foot	\$
6001 SF to 12000 SF	Square Foot	\$
12001 SF to 20000 SF	Square Foot	\$
Over 20001 SF	Square Foot	\$
4" R and R		
Minimum charge	Minimum Charge	\$
100 SF to 500 SF	Square Foot	\$
501 SF to 1000 SF	Square Foot	\$
1001 SF to 3000 SF	Square Foot	\$
3001 SF to 6000 SF	Square Foot	\$
6001 SF to 12000 SF	Square Foot	\$
12001 SF to 20000 SF	Square Foot	\$
Over 20001 SF	Square Foot	\$
6" R and R		
Minimum charge	Minimum Charge	\$
100 SF to 500 SF	Square Foot	\$
501 SF to 1000 SF	Square Foot	\$
1001 SF to 3000 SF	Square Foot	\$
3001 SF to 6000 SF	Square Foot	\$
SKIN PATCH – various locations – average ½" – 1" thick		
Minimum charge	Minimum Charge	\$
100 SF to 500 SF	Square Foot	\$
501 SF to 1000 SF	Square Foot	\$
1001 SF to 3000 SF	Square Foot	\$
3001 SF to 6000 SF	Square Foot	\$
OVERLAY – one location, "Petromat" fabric with 1½" overlay		
Minimum charge	Minimum Charge	\$
500 SF to 1000 SF	Square Foot	\$
1001 SF to 5000 SF	Square Foot	\$
5001 SF to 10,000 SF	Square Foot	\$
10,001 SF to 20,000 SF	Square Foot	\$
20,001 SF to 40,000 SF	Square Foot	\$

OVERLAY – one location, 1” overlay		
Minimum charge	Minimum charge	\$
500 SF to 1000 SF	Square Foot	\$
1001 SF to 5000 SF	Square Foot	\$
5001 SF to 10,000 SF	Square Foot	\$
10,001 SF to 20,000 SF	Square Foot	\$
20,001 SF to 40,000 SF	Square Foot	\$
OTHER		
<i>Place 1” additional thickness asphalt</i>	Square Foot to each unit	\$
<i>Place 1” additional thickness asphalt – including removal</i>	Square Foot to each unit	\$
SPEED BUMPS – Average 35’ long		
Minimum charge	Minimum Charge	\$
Bumps	Each	\$
6” AC BERM		
Minimum charge	Minimum charge	\$
100 LF to 500 LF	Lineal Foot	\$
501 LF to 1000 LF	Lineal Foot	\$
1001 LF to 3000 LF	Lineal Foot	\$
ROUGH GRADE GRASS OR DIRT AREA, INCLUDING REMOVAL AND PLACE AVERAGE 3” AC PAVING		
Minimum Charge	Minimum Charge	\$
100 SF to 500 SF	Square Foot	\$
501 SF to 1000 SF	Square Foot	\$
1001 SF to 3000 SF	Square Foot	\$
3001 SF to 6000 SF	Square Foot	\$
6001 SF to 10000 SF	Square Foot	\$
10001 SF to 15000 SF	Square Foot	\$
Place 1” thick AGG base, including removal	Square Foot to each unit	\$
INSTALL BASE INCLUDING REMOVAL		
	Per Ton	\$
RAMP TRANSITION		
Minimum move-in per site	Site	\$
Minimum move-in per ramp	Ramp	\$
REDWOOD HEADERS		
2” x 4”	Lineal Foot	\$
2” x 6”	Lineal Foot	\$
CRACK REPAIR - FILL		
	Lineal Foot	\$

STRIPING		
3" wide	Lineal Foot	\$
Miscellaneous legends	Lineal Foot	\$
SEALCOAT – UNIT PRICE INCATE TWO COAT APPLICATION		
1 SF to 2000 SF	Square Foot	\$
2001 SF to 10000 SF	Square Foot	\$
10001 SF and over	Square Foot	\$
GUTTER		
	Square Foot	\$
ASPHALT RAMP EXTENSION – typically 4'x5', 0-3" thick		
	Each	\$
CONCRETE CURB		
	Lineal Foot	\$
CONCRETE FLOW LINE – 3' x 6"		
	Lineal Foot	\$
GRIND ASPHALT AT CONCRETE EDGES TO MATCH ELEVATIONS		
	Lineal Foot	\$
CONCRETE DRAIN BOX 12" x 12" x 12" WITH TRAFFIC GRATE IN ASPHALT OR CONCRETE		
	Each	\$
OPERATED EQUIPMENT		
Backhoe	Hour	\$
Dump truck	Hour	\$
Roller	Hour	\$
Skip loader	Hour	\$
Bobcat	Hour	\$
Water truck	Hour	\$
Blade	Hour	\$
950 loader	Hour	\$
LABOR – not covered in unit prices		
	Hour	\$
MINIMUM CHARGE FOR ANY JOB		
	Lump Sum	\$

Award for base bid will be determined by:		
3" R and R	2,000 Square Feet	\$
4" R and R	2,000 Square Feet	\$
Overlay – one location, “Petromat” fabric with 1 ½” overlay	25,000 Square Feet	\$
Sealcoat (2) Coats	30,000 Square Feet	\$
Redwood Heater 2” x 4”	500 Lineal Feet	\$
Skin Patch	2,000 Square Feet	\$
Rough Grade Grass or Dirt Area, Including Removal and Place Average 3” AC Paving	2,500 Square Feet	\$
TOTAL BID AMOUNT		\$

ALL items in the Bid Form Pricing Sheet MUST be filled in.

Enter ‘TOTAL BID AMOUNT’ on page 1 of the Bid Form. All pages of the Bid Form & Bid Form Pricing Sheet MUST be filled in and returned with bid submittal.

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: _____