CITY OF
SAN JOSE
CAPITAL OF SILICON VALLEY

Department of Public Works

CITY FACILITIES ARCHITECTURAL SERVICES DIVISION

April 9, 2009

ADDENDUM NO. 2
FOR THE CONSTRUCTION OF THE
MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID PROJECT

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made a part of and incorporated into the plans and specifications for the Martin Park Landfill Gas Cutoff Wall Re-Bid Project.

PROJECT SPECIFICATIONS:

Notice to Contractors
REVISE the Bid Opening date in "Filing of Bids" from "Thursday, ~~April 16~~, 2009" to **"Thursday, May 28, 2009"**

Bid Documents Cover Sheet
REVISE the Bid Opening date from "Thursday, ~~April 16~~, 2009" to **"Thursday, May 28, 2009"**

Bidder's Bond
REVISE the Bid Opening date from "Thursday, ~~April 16~~, 2009" to **"Thursday, May 28, 2009"**

The revised pages are attached.

INSTRUCTIONS:

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. ***Failure to return the signed copy with bid documents shall not relieve the bidder of the obligation to include this addendum to the bid proposal. Bidder's failure to sign and submit any or all addenda with the bid shall be cause for rejection of the bid.***

APPROVED BY:

Rodney Rapson

Katy Allen
Director of Public Works

Bidder's Name _____

_____
Signature and Title of Bidder Date

Project Manager: Al Smith Telephone: (408) 535-8427
Internet Bid Line: https://cpms.sanjoseca.gov/pub/BidHotline

NOTICE TO CONTRACTORS

Sealed written proposals are invited by the CITY OF SAN JOSE for:

MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID

In accordance with and as described and provided in the Plans and Specifications thereof and the proposed form of contract thereof, all of which are on file in the office of the Director of Public Works and the City Clerk of the City, and which are made a part hereof.

This re-bid consists of four clarifications to the project specifications. The four clarifications are as follows;

1. **Attachment 4, Insurance Requirements, has been changed from the previous specifications.**
2. **Attachment 9, Boring Logs, have been added to this specification.**
3. **Items 10-6.2.1 through 10-6.3.1 have been changed regarding the Gas Cutoff Wall geomembrane panels.**
4. **Items 10-6.8.2 and 10-6.8.3 have been removed from the original specifications. These items referenced an environmental subcontractor which is not required for this bid.**

PROJECT GRANT AGREEMENT COORDINATION

This Project is partially financed by matching funds from the California Integrated Waste Management Board (CIWMB) via a Solid Waste Disposal and Codisposal Site Cleanup Grant, and is subject to the terms and conditions of that agreement, which is referenced in the Special Provisions and is also included as an attachment (Attachment 6) to the Bid Documents. Contractors wishing to bid on this Project are responsible to accept and comply with all the provisions of the CIWMB Grant Agreement in it's entirety prior to bidding with the exception of Section 1.02 of Exhibit "B". This section shall be as stated in the Special Provisions.

Special attention is directed to Section 8.101 of the Special Provisions which designates that the installation of Pay Item 13 (LFG Cutoff Wall) is a "Specialty Item", as described in the City Standard Specifications and therefore may be performed by a subcontractor. The amount of any such work so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the General Contractor with the General Contractor's own organization per Section 16, Exhibit "A" of the Grant Agreement provisions.

If the selected Contractor's failure to comply with any grant requirements subsequently leads to the City not receiving grant funds, the Contractor shall be responsible for such loss of funds.

PLANS AND SPECIFICATIONS

Plans and Specifications may be purchased via the Internet at www.sjblue.com (PLANWELL Icon) or by calling San José Blue at (408) 295-5770. There will be a non-refundable charge of **Fifty Dollars ($50.00) per set**. Checks are to be made to San José Blue. There is a limit of one (1) set per Contractor at this price. Plans, Specifications and Plan Holder's list may be viewed at the same Internet site.

Bidders will have fully inspected the project site in all particulars and become thoroughly familiar with the terms and conditions of the Plans, Specifications and other contract documents and local conditions affecting the performance and/or costs of the work prior to submitting their bid proposal.

FILING OF BIDS

All proposals must be filed with the City Clerk of the City of San Jose, City Hall, 200 E. Santa Clara St., Wing, 2nd Fl., San Jose, CA 95113, on or before 3:00 p.m. **Thursday, May 28, 2009** as set forth in the specifications. The City Clerk will publicly open and declare the aggregate bid of each bidder, at his/her office at 3:00 p.m.

Each bid must be accompanied by cash, a certified check, a cashier's check or a bidder's bond in the sum of not less than 10% of the total aggregate of the bid including all add alternates. Checks shall be made payable to the order of the City of San Jose. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San Jose as beneficiary. All bids must be addressed to the City Clerk, City of San Jose and shall bear the title or name of the work to be constructed.

DEPOSIT OF SECURITIES IN LIEU OF RETENTION

Pursuant to the terms and conditions set forth in Public Contracts Code Section 22300, the contractor may substitute certain securities for any money withheld by City as retention to ensure contractor's performance under the contract. Such substitution of securities in lieu of retention shall be at the contractor's request and at contractor's sole expense. The securities shall be in an amount equivalent to the retention to be released.

PREVAILING WAGES

Attention is called to the fact that not less than the general prevailing rate of per diem wages and the general prevailing rates for holiday and overtime work must be paid on this project. Copies of the prevailing rate of per diem wages are on file with the Office of the City Clerk or the Office of Equality Assurance and can be obtained by interested bidders from those offices. All questions regarding prevailing wage should be directed to the Office of Equality Assurance at (408) 535-8430.

CONTRACTOR'S LICENSE REQUIREMENTS

All prospective bidders are hereby cautioned that the Contractor's State License Law regulates contractor licensing matters. The Contractor, in its bid proposal, shall be required to disclose its license type, number, and expiration date.

Bidders must have a California contractor's license, classification "A" to bid this project.

NONDISCRIMINATION/NONPREFERENTIAL TREATMENT

The Nondiscrimination/Nonpreferential Treatment requirements of Chapter 4.08 of the San Jose Municipal Code apply to this project.

BOND REQUIREMENTS

Bidder's attention is directed to those provisions of the Specifications which require the contractor to whom the contract for the work is awarded, to file with the City Clerk at the time the contract is executed, a Contractor's Payment Bond and a Bond for Faithful Performance meeting all the requirements of the Specifications and approved by the City Attorney of the City of San Jose. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San Jose as beneficiary. The Contractor's Faithful Performance Bond shall be for 100% of the contract price. The Contractor's Payment Bond shall be for 100% of the contract price.

By order of the Council of the City of San Jose.

DATED: _____

CITY OF SAN JOSE
A Municipal Corporation of the State of California

By _____
CITY CLERK

MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID

BID DOCUMENTS

BID OPENING

3:00 P.M.

Thursday, May 28, 2009

Bidder:_____

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____as PRINCIPAL, and _____, a corporation duly organized under the laws of the State of _____and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of _____DOLLARS ($ _____).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, 200 East Santa Clara Street, 2nd Floor, City Hall Wing, San Jose, CA 95113-1905 on **May 28, 2009** for **MARTIN PARK LANDFILL GAS CUTOFF WALL RE-BID.**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

day of _____, 20____.

PRINCIPAL	SURETY
_____	
Legal Company Name	Legal Company Name
Indicate Type of Entity	
By _____	By
Title:	Title:
By _____	By
Title:	Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)