

SAN JOSE REDEVELOPMENT AGENCY

ADDENDUM NO. 1

**SAN JOSE CONVENTION CENTER
CENTRAL UTILITY PLANT PROJECT**

May 11, 2009

Notice is hereby given that the following revisions, additions and/or deletions are made a part of and incorporated into the Plans and Specifications dated April 9, 2009 and approved by the Director of Public Works of the City of San Jose. This Addendum No. 1 is issued to provide for modifications and clarifications to the contract documents.

Bidder shall ascertain prior to submitting their proposal that they have received all addenda issued and shall acknowledge such receipt on the Proposal Form.

In the event of a conflict between the terms and provisions of this Addendum No. 1 and the terms and provisions of the contract documents, the terms and provisions of this Addendum No.1 shall control. In all other respects, the contract documents shall remain unchanged and in full force and effect.

DESCRIPTION

A) Item 1 - Revisions, additions and/or deletions to Specifications

a) Section 00300 – Full Proposal Form

Replace “All Purpose California Acknowledgement” on the last page of the Full Proposal Form (00300-11) with the “Acknowledgement” form provided in this Addendum #1. Insert Acknowledgement form in Large Full Proposal Form Envelope in addition to project manual.

b) Section 013100 - Project Management and Coordination

Replace 1.1.B with the following paragraph:

“The Owner will host & maintain Prolog Website 6.5 or latest version for management of the project controls. The website is accessible via the Internet

utilizing commercially available hardware and high-speed connections. Manager licenses for Contractor use can be purchased via deductive change order for \$100/month per license. "User only" licenses, intended for non-managing use, such as for subcontractors may be purchased via deductive change order for \$25/month per license."

c) Section 013516 – Coordinating Alteration Work

Delete Item 1.5.E (Regarding reference to Selective Demolition Section for Utility Service Outages).

d) Section 015213 - Temporary Office Requirements for Agency and Construction Manager

Replace 1.2 Allowance paragraph with the following:

"Instead of providing for cost thereof in Allowance No. 1, the Contractor is to provide in its bid the cost for all work of this Section as outlined in paragraph 1.1 Summary above and as detailed in paragraph 1.3 Office Facilities below. This includes without limitation providing all systems infrastructure (such as electrical and telecommunications) within the office space and making all utility connections. However, Allowance No. 1 will remain in the amount of \$20,000 to be used only as directed by the Agency and Construction Manager. This allowance is intended to be used to supplement the existing utilities (primarily power and telecommunications) that serve the temporary office location. This allowance is to cover the cost to the Contractor, less applicable discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes, unloading, handling, labor, installation costs, modifications to work already included in the Contract Documents and other expenses contemplated for the allowance. The Contractor's costs for overhead and profit are included in the Contractor's Contract Sum and not in the allowance. Whenever the cost is more than or less than the allowance, the Contract Sum is to be adjusted by Change Order."

e) Section 015213 - Temporary Office Requirements for Agency and Construction Manager.

Revise 1.3.I Computer Systems Chart under Personal computers (3rd line item in the chart) to read as:

"Personal computers with Intel Core 2 Duo (E7300 or greater), 2 GB DDR2 SDRAM, 250 GB Hard Drive, 16X DVD+/-RW Burner Drive, 10/100/1000 Ethernet, capable of supporting web based project management and control system

software (Prolog 6.5 or latest version) as described in Section 013100 Project Management and Coordination, 19" Monitor. Include set up, supplies and maintenance service to extend 3 months past the completion of the project. Software: Microsoft Office 2007, Primavera 6, AutoCAD 14 and Norton Anti-Virus."

f) Section 015213 - Temporary Office Requirements for Agency and Construction Manager.

Revise 1.3.I Computer Systems Chart under Notebook computers (3rd line item in the chart) to read as:

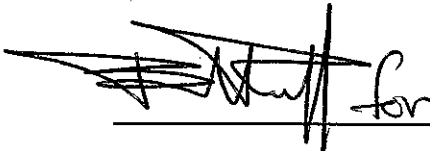
"Notebook computer with Intel Core 2 Duo (T7250 or greater), 2 GB DDR2 SDRAM, 160 GB Hard Drive, 8X DVD+/-RW, 10/100 Base-T Ethernet, Wireless 802.11 b/g, capable of supporting web based project management and control system software (Prolog 6.5 or latest version) as described in Section 013100 Project Management and Coordination, carrying case. Include set up, supplies and maintenance service to extend 3 months past the completion of the project. Software: Microsoft Office 2007, Primavera 6, AutoCAD 14 and Norton Anti-Virus."

B) Item 2 - Revisions, additions and/or deletions to Drawings

a) None

C) Bid Questions #1 - #13 (Attached)

END OF ADDENDUM #1



Bill Ekern, Director
Project Management

5-11-09
Date

**SAN JOSE CONVENTION CENTER
CENTRAL UTILITY PLANT PROJECT**

ACKNOWLEDGEMENT

State of California
County of _____

On _____ before me, _____
(insert name and title of officer)

Personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
Paragraph is true and correct.

WITNESS my hand and official seal

Signature _____ (Seal)

END OF SECTION 00300

SJCC CENTRAL UTILITY PLANT BID QUESTIONS

5/11/2009

BQ #	QUESTION	ANSWER
001	<p>Please provide the specifications on the existing u/g diesel storage tank, if possible?</p> <p>a. Load capacity (i.e. H2O). b. Dimensions of tank. c. Depth of tank from finish grade to top of tank.</p>	<p>Information is not available</p>
002	<p>The sub list included per 00420 – 1 in the proposal form may not include enough space to list all of the subs. Can the GC's provide an additional form? If not, can we modify/add to the form included in the Bid Documents?</p>	<p>The List of Subcontractors Form may be extended or reproduced by the bidder to accommodate additional subs.</p>
003	<p>Sect. 00700.3.1.2 – Can the contract documents furnished to the contractor by the Owner as described in this section also include a CD copy and/or a FTP site?</p>	<p>Reference Specification Section 013300 for Electronic Media Release</p>
004	<p>Sect. 00700.4.7.1 – This paragraph states that "... Contractor and subcontractors shall be required to obtain and pay for all municipal permit and inspection fees and for all construction permits and inspection fees. The Contractor shall obtain and pay for permits from the City of San Jose and the CDoT for use ... of the streets... as well as any other permits, fees and licenses..." This seems clear that we pay for all permits but please affirm that the GC is responsible for all building permit and utility company fees as this practice is not common</p>	<p>The Agency is not responsible for describing all possible permits & inspections that may be required to undertake & complete the Work. Agency has obtained the following:</p> <ul style="list-style-type: none"> • Plans have been approved by Public Works (DPW) as the Building Official (Authority having Jurisdiction) for the project. Contractor shall obtain "no fee" permits from DPW. • Agency has paid fees for PG&E relocation of gas service line to property. <p>Contractor shall pay for all other permits, inspection and fees necessary to complete the Work. By way of example, these may include fees related to utilities for temporary construction services, Bay Area Air Quality Management District permits & fees, SWPPP permit & fees, and fees associated with design/build submissions & inspections (such as Fire Department).</p>
005	<p>Sect. 00700.7.8. – This paragraph states that "... Contractor shall bear all costs of such inspections, ... conducted by public authorities..." These costs are generally included as part of the building permit. Please clarify.</p>	<p>See response to Bid Question #4 above.</p>
006	<p>Sect. 013100 – Can Microsoft Project be used as the scheduling software in lieu of Primavera?</p>	<p>No. Primavera is the software that will be used to evaluate the Contractor's baseline and update schedules.</p>

007	Sect. 013100 – Can Microsoft Excel and Word software programs be utilized for project document management (i.e. submittals, RFI's, daily reports, ...) in lieu of Prolog Manager 6.5? These documents can be coordinated on line through the use of a FTP site.	No. Prolog is the selected software that will be used as a management tool allowing online submission/review/response to RFI's, and also tracks progress for these items.
008	Sect. 015213 – Please confirm that the \$20,000 allowance is intended to cover the costs for all of the work discussed in this section including the following: a. New finished walls, ceilings, and flooring. b. MEP, telephone, and data rough and finish work. c. Sanitary facilities d. Office furnishings and equipment e. Office appliances f. Refuse disposal and disposal yard. g. Janitorial services.	See Addendum #1.
009	Will there be a LEED Scorecard and Sustainable Design requirements? This will have an impact on equipment selection and some of the materials.	No, there is not a LEED scorecard requirement.
010	Confirm there will be a total of Qty (6) Primavera 6 Licenses and Qty (6) Prolog licenses required for the Owner.	See Addendum #1.
011	What level, expectations, or goal is desired with cleaning of the slab? Wouldn't it be best to remove and replace in lieu of attempting to reach particular goals of cleanliness?	The abatement specifications do not specify a particular "test" for determining "level of clean" regarding the slab beneath the cogen unit. Visible residue (oil and grease) is to be removed until no three dimensional residue remains. If slab to be removed, slab would have to be clean enough to meet waste disposal criteria of selected landfill or standard of "clean" concrete required by the selected concrete recycler.
012	The bidders bond form states "in no case shall the liability of the surety hereunder exceed the sum of -----Dollars". Are we to put in a fixed dollar amount? Or just restate "Ten percent of the amount of bid"	It is sufficient to state on the bid bond form "Ten Percent of the Amount of BASE Bid" for the liability of the surety (see 3.6 instructions to bidders).
013	What is the intention for removal of the existing Chillers? There is no opening large enough to remove the units. Is the plan to saw cut an opening in the perimeter wall on Almaden Ave? and if so will there be structural drawings provided for this work? Or is the intention to scrap the units in place and cut them into manageable sizes for removal through existing openings?	It is expected as Base Bid that the Contractor will remove the existing chillers as scrap, without disturbing any existing structure beyond that shown in the Contract Documents. Any proposal to do otherwise must be submitted to the Agency for review, and is solely at the Contractor's risk.