

**SAN FRANCISCO BAY AREA  
RAPID TRANSIT DISTRICT  
CONTRACT NO. 11TJ-170  
DALY CITY YARD AND CIVIC CENTER  
HVAC UPGRADES**

**ADDENDUM NO. 1**

The Contract Documents for Contract No. 11TJ-170 are hereby modified as follows:

Addendum No. 1 consists of seventeen (17) items.

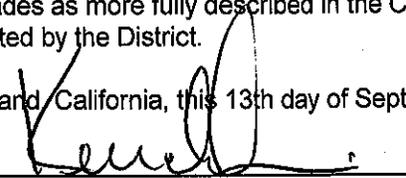
<u>Item No.</u>	<u>Item Description</u>
(1)	Extension of Time

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT  
CONTRACT NO. 11TJ-170**

**EXTENSION OF TIME FOR RECEIPT OF BIDS**

NOTICE IS HEREBY GIVEN that the General Manager of the San Francisco Bay Area Rapid Transit District has extended the time for receipt of Bids until the hour of 2:00 p.m., Tuesday, October 4, 2016, at the District's Offices, 23rd Floor Receptionist, 300 Lakeside Drive, Oakland, CA 94612 (by Hand Delivery), or to the District Secretary's Office, P.O. Box 12688, Oakland, CA 94604-2688 (by U.S. Mail), for Daly City Yard and Civic Center HVAC Upgrades as more fully described in the Contract Documents. Thereafter, Bids will either be accepted or rejected by the District.

Dated at Oakland, California, this 13th day of September, 2016.

  
Kenneth A. Duron, District Secretary  
San Francisco Bay Area Rapid Transit District

**INVITATION TO BID**

- (2) On page 1 of 4 of the Invitation to Bid, in the second paragraph, replace the phrase "Instructions to Bidders Paragraphs 7.I and 14.B.1" with "Instructions to Bidders Paragraphs 7.H and 14.B.1."
- (3) On page 2 of 4 of the Invitation to Bid, in the last paragraph, on line 4 replace "1775.5" with "1725.5".
- (4) On page 3 of 4 of the Invitation to Bid, in the fourth to last paragraph, replace "6.G" with "7.G".

**SUPPLEMENTARY CONDITONS**

- (5) In Supplementary Conditions Article SC2.2.5B, change "Two Million Dollars (\$2,000,000.) annual general aggregate" to "Four Million Dollars (\$4,000,000.) annual general aggregate."
- (6) Delete Supplementary Conditions Article SC2.2.5B.3. and replace with the following:  
  
"3. For all contracts involving construction or demolition work within 50 feet, vertically or horizontally, of the BART trackway and affecting any railroad bridge or trestle, tracks,

road-beds, tunnel, underpass or crossing, the General Liability Insurance must not exclude coverage therein."

### CONTRACT SPECIFICATIONS

- (7) In Contract Specifications Section 01 11 00, delete the language in Article 1.05A.8 and replace with the following:

"Repair and patch the roof system around the new units and penetrations with the appropriate Designated Matching Products (DMPs) as specified in the Contract Documents. In addition to providing all guaranties as set forth in General Conditions Article GC4.9, the Contractor shall follow all requirements of the roofing materials manufacturer (or other appropriate party) so as to not void any of the District's existing roof warranties. The Contractor shall be responsible for ensuring that the roofing materials manufacturer (or other appropriate party) has inspected the patches and confirmed that the repair work has met all of its requirements so that the District's existing 15-year roofing warranties remain in effect. The Contractor shall also provide 7- year guaranties on its patch and repair work and the coating as specified in the Contract Documents."

- (8) In Contract Specifications Section 01 11 00, delete the language in Article 1.05A.13 and replace with the following:

"13. Repair and patch the roof system around the new units and penetrations with the appropriate Designated Matching Products (DMPs) as specified in the Contract Documents. In addition to providing all guaranties as set forth in General Conditions Article GC4.9, the Contractor shall follow all requirements of the roofing materials manufacturer (or other appropriate party) so as to not void any of the District's existing roof warranties. The Contractor shall be responsible for ensuring that the roofing materials manufacturer (or other appropriate party) has inspected the patches and confirmed that the repair work has met all of its requirements so that the District's existing 15-year roofing warranties remain in effect. The Contractor shall also provide 7-year guaranties on its patch and repair work and the coating as specified in the Contract Documents."

- (9) In Contract Specifications Section 01 11 00, delete Article 1.10B and replace as follows:

"B. Liquidated Damages for Interruption of Revenue Operations: In the event that the Contractor fails to complete scheduled activities that affect BART train operations by the planned time, fails to put in place an approved contingency plan so that the areas of Work are available for BART operations and use at the approved completion time, or causes a delay or shut-down of the BART operating system because of its construction operations, the Contractor will be assessed liquidated damages if the operation of the BART system for passenger Revenue Operation is delayed as follows:

- a. Three Thousand Dollars (\$3,000) for the first hour or part thereof.
- b. Eleven Thousand Dollars (\$11,000) for the second hour or part thereof.
- c. Twenty-Six Thousand Dollars (\$26,000) for the third hour or part thereof.
- d. Sixty-Two Thousand Dollars (\$62,000) for fourth hour or part thereof.
- e. Twenty-Six Thousand Dollars (\$26,000) per hour thereafter.

These liquidated damages are separate and distinct from the Liquidated Damages in Article 1.10A of the Contract Specifications Section 01 11 00."

- (10) In Contract Specifications Section 01 20 00, after the heading "**1.02 LUMP SUM MEASUREMENT**" delete the following language:

"Delete Article 1.02A in its entirety and replace it with the following:

"A. The price bid for the various Bid Items listed in the Bid Form and included in the Total Bid amount indicated therein shall be considered to include full compensation for compliance with all requirements of the Contract Documents. Accordingly, no additional payment will be made for work, material, or other requirements contained in the Contract Documents but not specifically described or listed in the Bid Items included in the Bid Form."

and replace with the following:

"Add the following to the end of Article 1.02A:

4. The price bid for the various Bid Items listed in the Bid Form and included in the Total Bid amount indicated therein shall be considered to include full compensation for compliance with all requirements of the Contract Documents. Accordingly, no additional payment will be made for work, material, or other requirements contained in the Contract Documents but not specifically described or listed in the Bid Items included in the Bid Form."

- (11) In Contract Specifications Section 01 20 00, add the following additional language after the third sentence, and before the fourth sentence, of Article 1.06A:

"As part of the proposed invoice submission, the Contractor shall also include a copy of the form obtained from BART's designated website for electronic submittal of certified payroll records with the names of the Subcontractors that invoiced the Contractor during the payment application period, the amount invoiced by each Subcontractor, and the period during which the work included on the invoice was performed. This form with the above referenced Subcontractor payment information shall be completed on BART's designated website for electronic submittal of certified payroll records."

- (12) In Contract Specifications Section 01 20 00 delete the third to last sentence of Article 1.06A, and replace with the following:

"Thereafter, the Contractor shall submit a PDF version of the approved invoice, with the signed Payment Application Form and any additional supporting evidence as required for processing of the payment, and a copy of the form with the Subcontractor payment information from BART's designated website for electronic submittal of certified payroll records, to BART's Accounts Payable Department, via E-mail to: ap\_supplier@bart.gov."

- (13) In Contract Specifications Section 01 35 14, under the heading "1.05 SITE SPECIFIC WORK PLAN (SSWP)", delete the phrase that states, "Delete **Article 1.05G.5** in its entirety and replace as follows:" and replace with the following new phrase: "Delete **Article 1.05J.5** in its entirety and replace as follows:"

- (14) In Contract Specifications Section 07 52 16, in Article 1.08B, delete the first two sentences and replace with the following:

"In addition to the guaranty requirements specified in General Conditions Article GC4.9, Contractor shall be responsible for ensuring that the District's existing fifteen (15) year roofing system guaranty remains in effect and is still valid even after Contractor has completed its all of its work. In addition, the Contractor shall provide a seven (7) year guaranty on the patch and repair work it performs."

- (15) In Contract Specifications Section 07 52 16, delete Article 1.08C.

- (16) In Contract Specifications Section 07 54 00, delete the language in Article 1.06 and replace with the following:

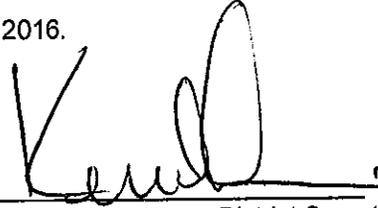
The patch and repair work shall comply with the DMP manufacturer's warranty criteria. The Contractor shall ensure that the DMP manufacturer (or other appropriate party) provides a guaranty on the coating after the repair work is completed. The coating guaranty shall

warrant the coating against peeling, cracking or flaking due to defective material or workmanship, for a period of seven (7) years."

**BID FORM**

(17) Delete Bid Form, pages 1 through 9 and replace with the attached Bid Form, pages 1 through 9, Addendum No. 1. (Attached)

Dated at Oakland, California, this 13th day of September, 2016.

A handwritten signature in black ink, appearing to read 'Kenneth A. Duron', written over a horizontal line.

Kenneth A. Duron, District Secretary  
San Francisco Bay Area Rapid Transit District

**END OF ADDENDUM NO. 1**

BID

TO THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

FOR DALY CITY YARD AND CIVIC CENTER HVAC UPGRADES, CONTRACT NO. 11TJ-170

Name of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

Address where notification should be sent \_\_\_\_\_

Business office number \_\_\_\_\_ facsimile (Fax) number \_\_\_\_\_

Email address \_\_\_\_\_ (where notification should be sent).

Please indicate how you found out about this contract: (check all that apply)

\_\_\_\_\_ Through newspaper advertisement

\_\_\_\_\_ Through BART web site

\_\_\_\_\_ Through one of the plan rooms

\_\_\_\_\_ Through advance notice to Bidders

\_\_\_\_\_ Other ( \_\_\_\_\_ )

The Work to be done is located in the Counties of San Francisco and San Mateo, State of California, and is to be done in accordance with the Contract Document which include the Contract Drawings and the referenced sections of BART Facilities Standards, Standard Specifications, Release R3.0.3, dated January 2016, and the Contract Book incorporating the General Conditions, Supplementary Conditions, Contract Specifications, and other documents as listed therein.

The undersigned, as Bidder, declares that the only person or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm or corporation; that the undersigned has carefully examined the location of the proposed Work, the annexed proposed form of Contract, and the Contract Documents therein referred to; and the undersigned proposes and agrees, if this Bid is accepted, that the undersigned will contract with the San Francisco Bay Area Rapid Transit District, in the form of the copy of the Contract annexed hereto, to provide all necessary labor, machinery, tools, apparatus, and other means of construction, and to do all the Work and provide all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that the undersigned will take in full payment therefor the following prices:

## BID SCHEDULE

ITEM	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
1	1	LUMP SUM	ALL REQUIRED WORK IN THE DALY CITY MAIN SHOP (ODY) PER CONTRACT DOCUMENTS, EXCEPT BID ITEM NO. 4.	XXXX	\$
2	1	LUMP SUM	ALL REQUIRED WORK IN THE DALY CITY TRANSPORTATION BUILDING (ODT) PER CONTRACT DOCUMENTS, EXCEPT BID ITEM NO. 4.	XXXX	\$
3	1	LUMP SUM	ALL REQUIRED WORK IN ROOM 108 AREA AT THE CIVIC CENTER STATION (M40) PER CONTRACT DOCUMENTS, EXCEPT BID ITEM NO. 4.	XXXX	\$
4	1	LUMP SUM	START UP, AIR BALANCE, TESTING AND COMMISSIONING FOR ALL UNITS.	XXXX	\$
5	1	ALLOWANCE	DIFFERING SITE CONDITIONS	XXXX	\$ 20,000.00
TOTAL BID PRICE (ITEMS <u>1</u> THROUGH <u>5</u> , INCLUSIVE)					\$

The above item totals for all Bid Items 1 through 5 are submitted by the Bidder for the convenience of the District. In the event of a discrepancy between the Bid unit price and the amount entered in the item total column, the Bid unit price shall govern. The District will calculate the total Bid Price based on the unit prices or lump sum prices bid, as applicable. In the event of a discrepancy between the District's calculations and the item totals for all Bid Items as submitted by the Bidder, the District's calculations shall govern.

The District reserves the right, in its sole discretion, to make no Award, or to make an Award to the lowest responsible Bidder as determined by adjusting the Bid Price for Bidders that are eligible for the Small Business Program preference as described in the Instructions to Bidders Paragraph 14.B.1.

FOR A BID TO BE CONSIDERED, ALL ITEMS MUST BE BID.

[THIS SPACE LEFT INTENTIONALLY BLANK]

THE DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

If this Bid shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as specified, with surety satisfactory to the District, or to provide specified Certificates of Insurance within ten (10) Days after the Bidder has received notice from the District that the Contract has been awarded, unless the District, in its discretion, allows additional time in writing for such submissions, the District may, at its option, determine that the Bidder has abandoned the Contract; thereupon this Bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Bid shall occur and the same shall be the property of the District.

Accompanying this Bid is (1) \_\_\_\_\_ in an amount equal to at least ten percent (10%) of the total Bid Price.

Receipt of the following attached Addenda is hereby acknowledged:

Addenda numbers \_\_\_\_\_

The Bidder, \_\_\_\_\_ (name), hereby certifies that:

- (A) Bidder is aware of the provisions of Supplementary Conditions Article SC7.1 regarding the District's Non-Discrimination Program for Subcontracting for the Contract and the requirements for submission therefor; and
- (B) Bidder has read the Contract Book, understands its requirements, including those for keeping records, and has asked for explanations of anything it did not understand.
- (2) Bidder holds California Contractor's license No. \_\_\_\_\_, Classification \_\_\_\_\_. The license expiration date is \_\_\_\_\_. Bidder's current DIR Contractor's Registration Number is \_\_\_\_\_. If the Bidder is a joint venture, list the California Contractor's license numbers, classifications and expiration dates and Contractor's DIR Registration Numbers for each joint venturer as follows:

(3)	Name of Joint Venturer	Contractor's License	Classification	Expiration Date	DIR Contractor's Registration
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____

Failure to provide any joint venturer's information as required above may render the Bid non-responsive.

Bidder declares under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
 (4) Name of Bidder

\_\_\_\_\_  
 (4) Signature of Bidder

(5) \_\_\_\_\_  
 (6) \_\_\_\_\_  
 Print Name and Title of Person Signing

Dated \_\_\_\_\_, 20\_\_\_\_.

**NOTES:**

- (1) Insert the words "cash," "cashier's check," "certified check," or "Bidder's Bond," as the case may be.
- (2) If the Bidder is joint venture the Bidder may submit its valid State Contractor's license number, classification and expiration date with the Bid, but shall submit such information no later than 2:00 p.m. on Friday of the week following the date of Bid opening to the Contract Administrator at the address indicated in the Instructions to Bidders
- (3) If the joint venture consists of more than three joint ventures, add additional lines as needed.
- (4) If the Bidder is a joint venture, the name of the Bidder and the signature shall match the name of the joint venture and the signature as provided in the joint venture agreement and conform with the requirements in the Instructions to Bidders.

- (5) If the Bidder in its Bid furnished anything not called for by these Contract Documents (a cover letter, Bidder's own form, or a notation on the Bid Form not called for by this form, for example), the Bidder is cautioned that it runs the risk that it has submitted a Bid which does not conform to the District's Contract Documents, and therefore must be rejected.
- (6) Bids shall be presented under sealed cover as provided in the Instructions to Bidders.



**WARNING!!! ALL SMALL BUSINESS BIDDERS THAT SEEK TO BE ELIGIBLE FOR THE SMALL BUSINESS PREFERENCE AS DESCRIBED IN PARAGRAPH 7.H OF THE INSTRUCTIONS TO BIDDERS SHALL COMPLETE THE FOLLOWING DECLARATION:**

**DECLARATION OF ELIGIBILITY FOR SMALL BUSINESS PREFERENCE**

IN ORDER FOR BIDDER TO BE ELIGIBLE FOR THE SMALL BUSINESS PREFERENCE, BIDDER,  
\_\_\_\_\_, HEREBY CERTIFIES THAT IT IS  
[Enter Name of Proposer]

CURRENTLY CERTIFIED AS A SMALL BUSINESS BY THE CALIFORNIA DEPARTMENT OF GENERAL SERVICES (DGS), CERTIFICATION NO. \_\_\_\_\_.

BY SUBMISSION OF ITS BID, THE ABOVE-REFERENCED SMALL BUSINESS BIDDER HEREBY CONFIRMS THAT IT MEETS ALL OF THE DGS ELIGIBILITY REQUIREMENTS TO QUALIFY AS A SMALL BUSINESS.

## DESIGNATION OF SUBCONTRACTORS AND M/WBE PARTICIPATION FORM

To comply with the requirements of the California Subletting and Subcontracting Fair Practices Act (California Public Contract Code Section 4100 *et seq.*), Bidder shall list in Part I of this form the name and address of each Subcontractor to whom Bidder proposes to subcontract more than ½ of 1% of the Work, description of portion of work or services subcontracted, total dollar amount of the portions of the work or services subcontracted, whether the Subcontractor is an MBE or WBE or both, and the California Contractor license number of the Subcontractor. An inadvertent error in listing a Subcontractor's California contractor license number may be corrected by Bidder within twenty four (24) hours after the Bid opening provided the corrected contractor's license corresponds to the submitted name and location for that Subcontractor. The above list of information shall be submitted with the Bid. Other information required in Part I herein may be submitted up to 24 hours after the designated time to submit the Bid. Bidder's attention is directed to Article GC5.7.1 of the General Conditions.

In addition, in Part II of this form list all MBEs and WBEs not subject to the requirements of General Conditions Article GC5.7.1.

Pursuant to Sections 1725.5 and 1771.1 of the State Labor Code, all Contractors and Subcontractors must be registered with the California Department of Industrial Relations (DIR) in order to be qualified to bid on this Contract or to be listed as a Subcontractor. An inadvertent error in listing a Subcontractor who is not registered pursuant to Section 1725.5 in a Bid, may be corrected by the Bidder within twenty four (24) hours after the Bid opening if the Subcontractor registers and pays the penalty registration fee described in Section 1725.5 of the State Labor Code. Alternatively, the Subcontractor may be replaced with a registered Subcontractor pursuant to Section 4107 of the Public Contract Code.

If a firm is owned and controlled by a Minority Woman or Minority Women, then the firm may be counted towards meeting both the MBE and WBE Availability Percentages. Accordingly, both MBE and WBE boxes should be checked.

Attach additional copies of this form if more space is needed and paginate the forms (i.e., Page \_\_\_ of \_\_\_)

Name and Address	MBE (Check if MBE)	WBE (Check if WBE)	Description of Portion of Work or Services Subcontracted	Total Dollar Amount of Subcontracted Work or Services
I. All Subcontractors (MBEs, WBEs and Non-MBEs and Non-WBEs) subject to the requirements of General Conditions Article GC5.7.1				
Name: _____ _____ Address: _____ _____ California Contractor License No. _____ DIR Contractor Registration No. _____ Phone Number: _____ Age of Firm: _____ Annual Gross Receipts as of last Tax Year: \$ _____				

Name and Address	MBE (Check if MBE)	WBE (Check if WBE)	Description of Portion of Work or Services Subcontracted	Total Dollar Amount of Subcontracted Work or Services
II. All MBEs and WBEs not subject to the requirements of General Conditions Article GC5.7.1				
Name: _____ _____ Address: _____ _____ DIR Contractor Registration No. _____ Phone Number: _____ Age of Firm: _____ Annual Gross Receipts as of last Tax Year: \$ _____				
Name: _____ _____ Address: _____ _____ DIR Contractor Registration No. _____ Phone Number: _____ Age of Firm: _____ Annual Gross Receipts as of last Tax Year: \$ _____				
Name: _____ _____ Address: _____ _____ DIR Contractor Registration No. _____ Phone Number: _____ Age of Firm: _____ Annual Gross Receipts as of last Tax Year: \$ _____				

NONCOLLUSION DECLARATION

(To be executed by Bidder and submitted with Bid)

\_\_\_\_\_, declares that he or she is \_\_\_\_\_ of \_\_\_\_\_  
(Bidder's Name) (Title) (Company's Name)

the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix to the Bid Price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted its Bid Price or any breakdown thereof, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

I certify (or declare) under penalty or perjury under the laws of the State of California that the foregoing is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

(Attention is directed to General Conditions Article GC7.1.2  
Fair Employment Practices, State Fair Employment and Housing Act.)

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

The undersigned in submitting a Bid for performing the following work by contract, hereby certifies that it has or will meet the standards of affirmative compliance with the Fair Employment Practices Requirements of the Contract.

CONTRACT NO. 11TJ-170

DALY CITY YARD AND CIVIC CENTER HVAC UPGRADES

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Print Name and Title of Person Signing

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT  
CERTIFICATION REGARDING FINANCIAL CONTRIBUTIONS

(Submit with Bid)

Certification to be executed by Bidder and each proposed first-tier Subcontractor or subsupplier whose Subcontract exceeds \$100,000. Make additional copies of the Certification as necessary.

**Bidder must use its best efforts to collect the Certification from each first-tier Subcontractor or subsupplier whose Subcontract exceeds \$100,000 and to submit such Certifications along with its own to the District on the Bid date.**

**Bidder is advised that all Certifications must be submitted on the Bid date unless there is reasonable cause for delay; however, Bidder is cautioned that unless all Certifications are submitted within five (5) Days after the date Bids are due, the Bid may be considered non-responsive. See Instructions to Bidders for submitting Certifications after the Bid due date.**

The undersigned certifies that:

1. It will not make any monetary or in-kind contribution (including loans) to any BART Director, or any candidate for Director, in excess of \$1,000 from the date Bids are opened by the District until the Award of the Contract.
2. It understands that the term "contribution" shall have the same meaning as defined in California Government Code Section 82015 and implementing regulations adopted by the Fair Political Practices Commission.
3. If Bidder is awarded the Contract, the undersigned shall continue to comply with this prohibition for three (3) months following Award of the Contract.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title